

**OWNER-INITIATED ALTERATION POLICIES**

**WALNUT CREEK MUTUAL NO. FORTY**

A California nonprofit mutual benefit corporation

Adopted on October 26<sup>th</sup> , 2023

## **ARTICLE 1: OWNER-INITIATED ALTERATIONS – GENERAL**

As provided in these Policies, an Owner-initiated alteration (including any modification, improvement or addition) to any property in the Mutual may require prior written approval (sometimes referred to as an “alteration permit”) from the Board, and may also require a building permit from the City of Walnut Creek. General rules for Owner-initiated alterations are set forth in this Article 1, and additional rules for certain specific types of alterations are set forth in Article 2. Owners are responsible for repair, maintenance, and restoration costs resulting from failure to comply with the following alteration policies.

1.1 Alterations Within an Owner’s Unit. Except for cosmetic changes, an Owner may not make any alterations in the interior of an Owner’s Unit without the prior written approval of the Board. A permit from the City of Walnut Creek may also be required. Owners are advised to check with the Golden Rain Foundation (GRF)/Mutual Operations Division (“MOD”) to determine if the proposed alteration is cosmetic and what specific approvals and permits are required.

1.2 Alterations in Exclusive Use Common Areas. An Owner may not make any alterations in the Owner’s Exclusive Use Common Area (EUCA) without the prior written approval of the Board. Schematic diagrams or sketches may be adequate for simple jobs, but for complex jobs such as enclosing a porch or balcony to provide additional living space, detailed design and construction drawings by a licensed architect or engineer are required. Strict design and construction standards must be followed to eliminate water penetration into the building structure and to avoid costly repair of dry rot. A qualified design professional, including engineers and roofing/decking professionals, will review the design at the Owner’s cost to ensure that the waterproofing details and quality of design and materials are adequate to protect the structure from potential damage. City of Walnut Creek permits may also be required.

1.3 Alterations in the Common Area. Without the prior written approval of the Board, an Owner may not undertake any alteration, construction, or installation of any structure or equipment in the Common Area, including but not limited to patios, decks, fences, sidewalks, chairlifts, air conditioning/heating systems, or concrete slabs. An Owner also may not install any solar equipment, solar tube, skylight, lighting, camera (security or recording) or weather device on or in the Common Area roof without the prior written approval of the Board. An Owner

may not make changes to any trees or other plants or any part of the Mutual's landscaping without prior written approval of the Board.

1.4 Approval Process. Guidelines and standards for alterations, and schedules of applicable permit fees and other charges are payable by the Owner, are available to be picked up at the Alterations and Resale Department office of MOD and are posted on [Rossmoor.com/For Residents/Resident Services/Alterations and Resales](http://Rossmoor.com/For Residents/Resident Services/Alterations and Resales).

1.4.1 Owner's Application. The Owner must present a scope of work and other supporting documentation to MOD's Alteration and Resale Department in order to start the alteration approval process. MOD will advise the applicant about the need for additional supporting documentation and permit fees and other charges payable by the Owner.

1.4.2 MOD Review. MOD will review all alteration applications and ensure that all supporting documents have been submitted before forwarding them to the Board for approval.

1.4.3 Board Approval. Board approval of an Owner's proposed alteration means approval by a majority vote of the full Board, or approval by a Mutual Director who has been expressly delegated and authorized by the Board to review and approve or disapprove alteration applications on behalf of the Board. The delegated Mutual Director may be the Chair of the Mutual's Alterations/Architectural Review Committee, or, with respect to alterations related to landscaping, the Chair of the Mutual's Landscape Committee. If a delegated Mutual Director disapproves an Owner's proposed alteration, the Owner may appeal that disapproval decision to the full Board by submitting a written request to the Board for a hearing. After the hearing, the Board will make a final decision whether or not to approve the proposed alteration, and will provide a written notice to the Owner of its decision, which, in the case of a disapproval, will include an explanation of the reasons for the disapproval.

1.4.4 City of Walnut Creek Permit. If an alteration requires a building permit from the City of Walnut Creek, the Owner is responsible for obtaining the permit and paying the City's fees.

1.4.5 Alteration Permit. After all the foregoing requirements have been met, all required approvals have been obtained, and the Owner has paid all applicable application and permit fees, MOD will issue a permit for the proposed

alteration to the Owner. If conditions are imposed by the Board with respect to the proposed alteration, the permit will specify those conditions.

1.4.6 Changes. If the Owner makes changes to the proposed alteration, the change will promptly be brought to the attention of MOD for review by MOD and the Board. If a change is proposed after an alteration permit has been issued, it will be treated as a new application and subject to the full approval process.

1.4.7 Completion of Alteration Work. After receiving any required approvals and permits for a proposed alteration, the Owner will commence the work as soon as reasonably practicable and will complete the work within the timeframe specified in the permit, including the final inspection by MOD. The Owner may request an extension and pay the appropriate fee according to MOD's fee schedule. If no extension is granted, the original approval shall automatically be deemed revoked and no further work will be done without obtaining a new written approval from the Board. All work must be performed in accordance with the MOD Working Guidelines. These guidelines are available to be picked up at the Alterations and Resales Office of MOD and are posted on [Rossmoor.com/For Residents/Resident Services/Alterations and Resales](http://Rossmoor.com/ForResidents/ResidentServices/AlterationsandResales).

1.5 Responsibility for Maintenance of Alterations. The Owner is responsible for maintaining approved alterations and is responsible for any damage or other impact an alteration has on the Common Area. Where maintenance of the Common Area by the Mutual or MOD involves disturbing an approved alteration, the alteration must be restored at the Owner's expense.

1.6 Unauthorized Alterations. If the Owner of a Unit makes an alteration without obtaining the required approvals and permits, upon notice of the Board, the Owner may be required to restore the Unit to the original condition prior to the unauthorized alteration.

1.7 Disclosure of Alteration Permits to Prospective Buyer. The Owner will disclose all alteration permits to any potential buyer of the altered property.

1.8 Resale Inspections and Buyer Alterations Meeting. An Owner shall notify the Mutual of any intended sale of the Owner's Unit at the time of listing the Unit for sale with a realtor, or advertising the Unit for sale, and in any event not later than 21 days before any intended transfer of title. The Mutual (or MOD on behalf of the Mutual) will inspect the Unit being offered for resale and any related Exclusive Use Common Area and adjacent Common Area, and review previously issued

alteration permits. The Owner will pay a resale inspection fee as set forth in MOD's then current alteration and resale fee schedule, which is available from MOD and also posted on the rossmoor.com website. The Mutual will provide the Owner with an inspection report, and the Owner will be responsible for correcting any alteration-related violations or deficiencies at the Owner's sole expense prior to the transfer of title. Also prior to the transfer of title, the prospective buyer of a Unit will be required to attend a meeting with MOD to be informed about the Owner-initiated alteration policies of the Mutual and the alteration permit process.

## **ARTICLE 2: SPECIAL RULES FOR CERTAIN OWNER-INITIATED ALTERATIONS**

2.1 Enclosures. If an Owner applies for approval of an alteration permit to enclose an area beneath an open deck, the Mutual and MOD will inspect the deck above, and if needed, as a condition of approval, waterproofing the deck above will be at the expense of the applicant.

2.2 Hose Bibs. Hose bibs or drip irrigation systems placed, installed or used on above grade balconies (for watering plants or for any other use) have led to dry rot problems and will not be authorized. Such unauthorized installations must be removed at the Owner's expense. Any dry rot resulting from such installations will be repaired at the expense of the Owner.

When a Unit is sold, previously approved hose bibs and drip irrigation systems on above-grade balconies must be removed at the sellers' expense prior to close of escrow.

2.3 Spas. Spas are not allowed.

### 2.4 Floor Coverings; Hard Surface Flooring.

2.7.1 New Flooring. Any installation of new flooring, including replacement of existing flooring, in any Unit will require the prior written approval of the Board, except that existing carpeting may be replaced with new carpeting without such approval.

2.7.2 Flooring in Upper Units. In any Unit that is located above another Unit, hard surface flooring may be used only in the following areas of that

upper Unit: front entry areas, kitchens, bathrooms, laundry/utility rooms and loft areas above the upper Unit's own garage. "Hard surface flooring" includes, but is not limited to, linoleum, vinyl, ceramic tile and hardwood flooring. All other areas of the upper Unit shall be covered with carpet and padding or other material that provides equivalent insulation against sound transmission to the Unit below. An Owner of an Upper Unit must disclose the Mutual's hard surface flooring policy to prospective buyers and incorporate the policy into any sales agreement.

2.7.3 Flooring Installed in Violation of Policies. Any flooring installed in violation of these policies (including new flooring installed without the required approvals and hard surface flooring installed in violation of the policy in section 2.7.2) must be removed and replaced with carpet and padding, at the Owner's expense.

2.7.4 Refinishing Hardwood Flooring. Due to potential health, safety and noise concerns, an Owner must obtain the advance written approval of the Board for any proposed refinishing of any hardwood flooring.

## 2.8 Private Gardens.

2.8.1 Effective January 1, 2023, the Mutual will no longer approve applications for Owner-maintained gardens in the Common Area ("private gardens"). Owners with a valid, previously approved permit for a private garden will be allowed to retain the previously approved private garden subject to the following restrictions:

- The garden must continue to blend with the Mutual's existing commercial landscape as interpreted by the Mutual President and Chair of the Mutual's Landscape Committee
- Private gardens may not be extended beyond the landscape area previously approved
- Irrigation may never be modified
- Private gardens may not contain excessive statuary or other non-plant items, as interpreted by the Chair of the Mutual's Landscape Committee.

- Private gardens must be attractive and well-maintained
- Stepping stones are not allowed
- Trees of any size are not allowed
- Plants over two feet tall may not be within three feet of a building.
- Soil must be kept at least six inches below and away from any siding.

2.8.2 Private gardens are the sole responsibility and expense of the Owner. Gardeners, painters and construction workers engaged by MOD or the Mutual are instructed to be careful with all plantings when working on a Mutual building, and the same is true for private garden plantings. However, should damage inadvertently occur, the contracted workers, MOD and the Mutual are not responsible for any damage or repair expense. Owners are responsible for moving plants in containers to avoid damage during construction, maintenance or painting.

2.8.3 Private garden permits may be revoked for violation of these policies, or upon justifiable complaint of another resident, or at the discretion of the Board. Complaints will be sent to the Owner in writing, and any corrective actions requested by the Board must be completed within 30 days. If corrective actions are not completed within the time allowed, the permit may be revoked and the Owner must restore the area, at the Owner's expense, to landscaping that is acceptable for Mutual maintenance. If the Owner refuses, the Mutual may request MOD or an outside contractor to do the work and the expense will be billed to the Owner. Owners may appeal these decisions by notifying the Board in writing to request a hearing. After the hearing, the Board will make a final decision and send a written notice to the Owner.

2.8.4 Private garden permit will be automatically revoked at the time of sale of the applicable Unit, and the Owner will be required to restore the garden area to Mutual standards (in effect at the time) before the close of escrow.

## 2.9 Chairlifts.

2.9.1 All chairlift installations require written proof of medical necessity and prior written approval of the Board.

2.9.2 The Owner must provide a minimum twenty-two (22) inch clear passage on the stairway when the seat and platform are in the stored position.

2.9.3 Once installed, all electrical conduit and junction boxes must be painted to match or complement the coloring of the staircase. Deck penetrations should be minimized. All penetrations of Mutual property must be properly sealed and maintained to avoid moisture intrusion into the deck and siding. To the extent possible, the color of the chairlift should match the predominant color of the building.

2.9.4 The Owner is responsible for the care and maintenance of the chairlift and associated components, and for any liability or expense caused by the installation, maintenance and operation of the chairlift and associated components.

2.9.5 Upon sale or transfer of the Unit, if the buyer or transferee does not wish to retain the chairlift, the Owner will, at Owner's sole expense, remove the chairlift and all associated wiring, patch all penetrations, and paint the applicable surfaces to return the staircase to the original condition.