

**RULES
OF
WALNUT CREEK MUTUAL FIFTY-FIVE (MUTUAL 55)**

If this document contains any restrictions based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, ancestry, or source of income that violates State and Federal Fair Housing Laws is void. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Table of Contents

1.0	INTRODUCTION	5
2.0	DEFINITIONS	5
3.0	OPINIONS OF BOARD MEMBERS	6
4.0	COMMERCIAL PRESENTATION LIMITS	6
5.0	MEMBERSHIP APPLICATIONS AND CERTIFICATES.....	6
6.0	FISCAL YEAR AND FISCAL POLICY.....	7
6.1	Non-Reimbursable Transfer of Operating Funds.....	7
6.2	Requirements for Direct Withdrawal from Reserves.....	7
6.3	Reimbursable Use of Operating Funds for Reserves Billable Work.....	7
6.4	Board Approval for Loans of Reserve Funds	8
6.5	Retention Funds.....	8
6.6	Minimum Levels of Operating Funds and Reserve Funds	8
6.7	Treasurer’s Review.....	9
7.0	AUTHORITY TO SPEND RESERVE AND OPERATING FUNDS	9
7.1	Reserve Fund Expenditures.....	9
7.2	Operating Fund Expenditures	9
7.3	General Limitations on Contracts and Work Orders.....	10
7.4	Urgency / Incapacity.....	10
7.5	Expenditures for Emergency Repairs.....	10
7.6	Expenditure of Funds in Excess of Budget Limits.....	11
8.0	RECORD RETENTION	11
9.0	IMPOSITION OF FINES AND PENALTIES FOR RULE VIOLATION	11
10.0	OCCUPANCY OF A MANOR/UNIT.....	12
11.0	OWNERSHIP LEASING OF MANORS/UNITS AND TRANSFER.....	12
12.0	CARPORT AND GARAGE SPACES.....	13
12.1	Ownership Leasing and Transfers.....	13
12.2	Restrictions on Storage of Property Other Than Vehicles in Carports.....	13
12.3	Non-Vehicular Uses of Carports	13
12.4	Non-Vehicular Uses of Garages.....	13
12.5	Flammables.....	13
13.0	PARKING	14
13.1	Parking on Named Streets (Trust Property)	14
13.2	Parking	14
13.3	Parking in Entry Roads – General Rule.....	14
13.4	Restricted Parking in Outdoor Spaces.....	15
13.5	Unrestricted Parking Spaces	15
13.6	Parking in Driveways	15
13.7	Parking in Carports.....	15
13.8	Parking in Garages	15
13.9	Extended Parking.....	15
14.0	COMMERCIAL ACTIVITY RESTRICTIONS.....	15
15.0	ASSESSMENTS, DELINQUENCIES, AND COLLECTION REFERRAL	16
15.1	Assessments Included.	16
15.2	Assessments Due Date, Delinquent Payments.....	16
15.3	Notice of Assessments and Foreclosure.....	17

15.4	Assessments and Foreclosure	17
15.5	Payments.....	17
15.6	Meeting and Payment Plans	18
15.7	Referral for Collection	18
16.0	EMERGENCIES – HEALTH AND PROPERTY	18
16.1	Health Emergencies.....	18
16.2	Property Emergencies.....	18
17.0	GENERAL MAINTENANCE AND REPAIR INFORMATION.....	19
17.1	Allocation of Maintenance Costs and Certain Upgrading Costs.....	19
17.2	Allocation of Initial Visit and Overhead Charges	20
17.3	Limitations on Repairs and Maintenance by Owners and Residents	20
18.0	INSPECTIONS	20
18.1	Reserve Study Inspections	20
18.2	Resale Inspection of Alterations.....	20
18.3	Additional Inspections.....	21
19.0	OWNER-INITIATED ALTERATIONS.....	21
19.1	Alteration Approvals Required.....	21
19.2	Board Approval Responsibility and Right to Inspect.....	21
19.3	City of Walnut Creek Approval Authority	21
19.4	Alterations within the Boundaries of the Unit	21
19.5	Construction in Exclusive Use Common Areas	21
19.6	Construction in Common Areas.....	22
19.7	Uniform Requirement for As-Built Drawings	22
19.8	Responsibility for Maintenance of Alterations.....	22
19.9	Unauthorized Alterations	23
19.10	Balcony and Entryway Enclosures and Floor Coverings	23
19.11	Hose Bibs	23
19.12	Spas.....	23
19.13	Fences and Walkways.....	23
19.14	Hard Surface Flooring.....	24
	19.14.1. Hard Surface Flooring – Upper Units	24
	19.14.2. Hard Surface Flooring – Lower Units.....	24
19.15	Hard Surface Flooring Refinishing	24
19.16	Gardens and Resale Restrictions	24
20.0	RESTRICTIONS ON USES OF DECKS, PATIOS, AND ROOFS.....	24
20.1	Electrical Appliances.....	24
20.2	Crowding of Decks, Patios, Stairways	25
20.3	Overwatering Plants on Decks	25
20.4	Restriction on Use of Roofs.....	25
21.0	OWNER REQUESTED REMOVAL OR TRIMMING OF TREES	25
21.1	Responsibility for Costs	25
21.2	Request Procedure	25
21.3	Appeals.....	25
22.0	FIREPLACES.....	26
23.0	SMOKE ALARMS	26
24.0	PETS.....	27
24.1	Allowable Type and Number of Pets	27

24.2	Leash Rule.....	27
24.3	Sanitation Rules	27
24.4	Nuisance, Excessive Barking, and Unreasonable Annoyance	27
24.5	Assistance Animals.....	28
25.0	BIRD FEEDERS AND WILDLIFE	28
26.0	OWNER ACCESS TO MEMBERSHIP LISTS	28
26.1	Conditions for Access	28
26.2	Member’s Right to “Opt-Out”	29
27.0	OWNER ACCESS TO BOARD MINUTES	29
28.0	RESOLUTION OF LOCAL CONFLICTS	29
29.0	INTERNAL DISPUTE RESOLUTION	30
30.0	SIGNAGE	30
30.1	Commercial Signs	30
30.2	Noncommercial Signs	31
30.3	Real Estate Signs	31
31.0	SPORTS APPARATUS	31
32.0	STORAGE CONTAINERS.....	31
32.1	Procedural for Approval by Director.....	31
32.2	Implementation by Securitas.....	32
33.0	ELECTRIC VEHICLES	32
33.1	Section Definitions	32
33.2	Electric Vehicles and Charging Stations	33
33.3	Requirements	33
33.4	Illegal Usage.....	37
33.5	General Conditions for Power Use	37
33.6	Stand-Alone Garages and Stand-Alone Carports	37
	Form – EVCS Installation, Maintenance, and Indemnity Agreement	39
	Form – EVCS Installation Checklist	41
34.0	OWNER-INITIATED SOLAR ENERGY SYSTEMS.....	42
34.1	Availability of Common Area Space.....	42
34.2	Application and Approval Process.....	43
34.3	General Installation Requirements.....	44
34.4	Installation by Commercial Installers	44
34.5	Safety	44
34.6	Maintenance.....	45
34.7	Resale or Transfer of Owner’s Unit.....	46
34.8	Removal of Solar Energy System	46
	Form – EVCS Installation, Maintenance, and Indemnity Agreement	47
	Form – Solar Installation Checklist	49
	Form – Solar Removal Checklist	50
	Form – Solar Energy System Owner Notification	51

Rule Adoption Timeline

Rule(s)	Directors Review	Directors Review Period	Board Adoption
1-34			

1.0 INTRODUCTION

Walnut Creek Mutual Fifty-Five (Mutual 55) (“Mutual”), formed under the California Nonprofit Mutual Benefit Corporation Law as a nonprofit mutual benefit corporation that functions solely as a community association for the management of specific condominium projects in Rossmoor (“the Mutual”), adopt these Rules for the Mutual (Rules) to provide the Board of Directors, Committees, Managing Agent, and Members of the Mutual ready access to information they need to carry out their respective responsibilities and assignments.

These Rules implement, interpret, and expand on many applicable Federal, State, and local laws and regulations, specifically, but not inclusively:

- Federal and California Law, including but not limited to Health & Safety Codes, Internal Revenue Codes, Building Codes, FCC Rulings, and the California Corporations and Civil Codes, particularly the sections of the Civil Code which constitute the Davis-Stirling Act
- City Ordinances, including but not limited to Walnut Creek Building Codes.
- Relevant and applicable case law to Common Interest Developments
- The Mutual’s Governing Documents, including but not limited to the Restated Declaration of Covenants, Conditions, & Restrictions, Articles of Incorporation, First Restated Bylaws, and any Rules and/or Policies of the Mutual, including any Amendments to these documents

The governing documents and bodies of law named above establish the parameters within which the Board of Directors of the Mutual manages, operates, and maintains the Mutual.

As existing law and the Mutual’s Governing Documents may be amended, restated or superseded over time, no legacy exceptions for pre-existing conditions will be granted by the Mutual, except as may be required by law or as the Board may otherwise decide.

The Mutual is managed by a Board of Directors who are elected by the membership. The Board sets policy and conducts business at meetings at which a quorum (i.e., majority) of the Board is present in person. The Board is permitted to hire a Manager to implement the Mutual’s policies and to administer the day-to-day operations of the Mutual under the direction of the Board’s President. Because of the Mutual’s corporate structure, the Manager does not work for individual Members, but rather the Corporation at the direction of the Board.

2.0 DEFINITIONS

Any word where the first letter is capitalized used in these Rules and not defined in these Rules has the meaning outlined in the Mutual’s Restated Declaration of Covenants, Conditions, & Restrictions, and the Mutual’s Bylaws.

“Reimbursement Assessment” means costs that will be charged to the Owner of a Unit for work specifically for the Owner’s benefit or to repair damage caused by negligence, for example, backing into the garage door. Typical examples are repairs or improvements inside a Unit and landscaping work for the benefit of one Unit, for example, tree trimming to preserve or improve a view.

“Common Expenses” means costs that will be charged to the Mutual and paid from the Mutual’s operating funds or the Mutual’s reserve funds. The Mutual’s operating funds are the Mutual’s funds used to pay for such expenses as administration, insurance, landscape maintenance, non-scheduled building maintenance, utilities, and professional services. The Mutual’s reserve funds are used to pay for such expenses as scheduled maintenance, repair, rehabilitation, and replacement of the major components of the Condominium Project.

3.0 OPINIONS OF BOARD MEMBERS

The President or other spokesperson of the Board, when presenting the Board's position to a governmental or private organization or the press, shall state in numbers the majority vote by which the Board took the position. A minority position, if any, shall be noted simultaneously.

When a Director of the Board is absent from a meeting where a resolution is passed unanimously by the Directors present, that absent Director does not have the right to go before another body as a representative of the Board and voice a dissenting opinion.

Under Corporations Code, the Board may rely on its experts and outside expert advice. When the opinions of a Board expert and an outside expert are opposed, the Board may solicit a third opinion to develop an expert consensus.

4.0 COMMERCIAL PRESENTATION LIMITS

The Board does not permit commercial presentations at Board or membership meetings, except:

By the Mutual’s Managing Agent or by a Director, as background for a proposed course of action, or

By a commercial representative, with the Board’s specific approval in advance of the Board’s meeting.

5.0 MEMBERSHIP APPLICATIONS AND CERTIFICATES

Any Director of the Mutual may review applications for membership in the Mutual and accept the applications on behalf of the Mutual upon determining that the applicant(s) meet the requirements for membership outlined in the Mutual’s Governing Documents and the laws of the State of California.

Membership certificates issued before October 1, 1994, continue as required by law.

6.0 FISCAL YEAR AND FISCAL POLICY

The Board of Directors must maintain the Mutual in a sound fiscal condition, operating with balanced budgets, maintaining adequate reserves while complying with all applicable law.

A fiscal year is defined as the 12-month period in which the Mutual's budgets and uses its funds, reports income taxes, and generates a financial statement for its members.

The Mutual's 12-month period starts April 1 through March 31. The reference year is the year in which the budget ends.

6.1 Non-Reimbursable Transfer of Operating Funds

Transfers of operating funds to reserve accounts to pay for reserves work without reimbursement from reserve accounts may be carried out only on request by the President and only to the extent that the operating funds are adequate, as determined by the Finance Committee.

6.2 Requirements for Direct Withdrawal from Reserves

The Board may establish a threshold expense amount above which current reserves billable expenses of the Mutual shall be paid directly to the vendor by withdrawal from the Mutual's reserve account(s). Such withdrawals of funds require signatures of the President and Treasurer, and is documented and reported to the Board during the Board's next meeting.

6.3 Reimbursable Use of Operating Funds for Reserves Billable Work

The Mutual's operating fund balances over current operating fund needs may be expended for current reserves billable work, with reimbursement from the Mutual's reserves account(s) within 30 days. For purposes of this Rule, drawing down an operating fund below current operating needs, on an accrual basis, is permissible if the drawdown is to be reimbursed from reserve accounts before the drawdown is realized on a cash basis.

Two or more expenditures of operating funds for reserves work, other than retention payments, may be reimbursed by a single, completely documented withdrawal from the Mutual's reserve account(s).

Any withdrawal from reserve accounts to reimburse operating accounts requires the signatures of two of the following three officers: President, Treasurer, and Assistant Treasurer.

Reserve funds will not be placed in operating accounts in anticipation of future payments for reserves work from the operating fund. This prohibition applies, without limitation, to the retention payments.

The only reason reserve funds should be moved to an operating account is if the Mutual needs to take a loan from reserves, in which case there are specific procedures, including a timeframe for repayment, that must be followed (Civil Code 5515).

6.4 Board Approval for Loans of Reserve Funds

Loans of reserve funds to operating accounts to make up shortfalls in the operating accounts temporarily are not permitted, except by resolution of the Board at an open meeting to which owners have been invited. Any proposal for such a loan shall be accompanied by a repayment plan subject to Board approval. Any such loans must comply with applicable law, including but not limited to the requirements of Civil Code §5515.

6.5 Retention Funds

Reserve funds retained from a contractor to assure satisfactory performance by the contractor may be used by the Mutual to finish work left incomplete by the contractor, but when the work is completed, any remaining retention funds shall be tendered to the contractor. If any such payment is not accepted by the contractor within three years after the date of the tender, the contractor shall be sent a notice of potential escheat. If, at the end of the fourth year, the payment has not been accepted, the retained funds shall be transferred to the State of California.

Payments of retained funds shall be made directly from the reserve accounts, or as individual transactions by the operating funds with individual reimbursement from the reserve accounts.

The interest of retained funds shall be credited to the Mutual's reserve account.

6.6 Minimum Levels of Operating Funds and Reserve Funds

The Mutual is a nonprofit mutual benefit corporation and thus utilizes fund accounting instead of a profit-and-loss system as the more appropriate method of reporting monthly financial statements.

The Operating Fund is used for general operations of the Mutual. The membership's monthly dues are deposited into this fund and operational expenses are paid from this fund.

The Reserve Fund is for those monies designated for long-term repairs and replacements and may only be withdrawn upon the signatures of two Directors.

Other funds may be created for special projects that may be paid for by special assessments, litigation settlements, insurance payments, etc.

6.7 Treasurer's Review

At the beginning of each fiscal year, the Treasurer must complete a review of the financial condition of the Mutual and report to the Board as to the progress in repayment of borrowed reserve funds to supplement working capital. The analysis must include a review of any plans outlined in writing to the Board to reach the minimum threshold levels for Reserve Funds. It is expected that this information will provide the Board with sufficient information to approve or reject the proposed Mutual budgets for the succeeding fiscal year.

7.0 AUTHORITY TO SPEND RESERVE AND OPERATING FUNDS

The authority to spend funds varies with the source of funds, use of the funds, and the amount to be spent and is generally governed by limits of Board approved budgets. The budgeted amount for each primary category of expense may not be exceeded except by the written consent of the President.

7.1 Reserve Fund Expenditures

The Board adopts a reserve fund expenditure budget for building maintenance, rehabilitation, and roofing each fiscal year after input from the President, outside consultants, and the Managing Agent.

The Board adopts a reserve fund revenue budget that may include contribution from regular or "coupon" assessments, special assessments, and interest income. Budgeted expenses that rely on special assessments may be authorized only if the special assessments are approved, if required by law, by the Mutual membership. Budgeted expenses that rely on reserve fund balances may be authorized only if the fund balances are sufficient, unless a special assessment is approved by the membership or imposed by the Board for an emergency situation, consistent with applicable law.

The Managing Agent is authorized to spend reserve funds by contract or work order within limits of the Board-approved budget, subject to limitations stated herein and to approval by the President; provided all contracts in any amount and all work orders for goods or services over \$10,000 shall be signed by the President or Treasurer and reported to the Board.

Withdrawal of funds from the Reserve Fund requires signatures of any two of the following three persons: President, Treasurer, and Assistant Treasurer.

7.2 Operating Fund Expenditures

The Board adopts an Operating Fund budget each fiscal year – after input by the President, Treasurer, Finance Committee, and Managing Agent – that may include contribution from regular or "coupon" (homeowner assessments) and interest income. In addition, the budget may provide for using part of the Operating Fund balance to cover budgeted expenses in excess of current revenue.

Budgeted expenses that rely on Operating Fund balances may be authorized only if the fund balances are sufficient, unless a special assessment is approved by the membership or imposed by the Board for an emergency situation, consistent with applicable law.

The Managing Agent is authorized to spend Operating Funds by contract or work order within the limits of the Board-approved budget, and within the limitations stated in the Mutual's Governing Documents, and with written approval by the President or Treasurer.

The Managing Agent is also authorized to debit the Mutual's operating account, within limits of the Board-approved budget, for the utility bills, professional services, income taxes, and general and administrative expenses billable to the mutual on a per-unit basis.

7.3 General Limitations on Contracts and Work Orders

To be approved without action by the entire Board, all contracts and work orders must meet the Mutual's general requirements for structure and content, must have been approved by a Board Director, must be for expenses within the Mutual's budget limits, and must be supported where appropriate by suitable scopes of work, specifications, and warranties.

Each contract or work order for Reserve Fund or Operating Fund work shall specify a dollar amount. Within budget limits, this dollar amount may be increased, up to a total of \$10,000 with approval by the President or Treasurer. Contract and work order amounts at or below \$10,000 may be increased within budget limits, up to 5% of the original contract amount, with approval by the President or Treasurer. Additional increases within budget limits require approval by the President or Treasurer. Budget limits may not be exceeded except by permission of the President and approval by the Board.

7.4 Urgency / Incapacity

If the need for approval is urgent and the authorized Officer is incapacitated or absent from Rossmoor without access to communication and without having delegated approval authority, the approval authority shall be exercised by the President, Vice President, Treasurer, Secretary, then Managing Agent.

7.5 Expenditures for Emergency Repairs

The President and Managing Agent are authorized to approve expenditures for emergency repairs. If the combined expense of the repair is over \$10,000 it must be reported to the Board at the next Board meeting.

7.6 Expenditure of Funds in Excess of Budget Limits

Non-budgeted expenditures of fund balances may be permitted when there is an urgent need. All such expenditures must be approved in advance by the President or Vice President and reported to the Board. For this rule, a non-budgeted fund balance expenditure is any use of the fiscal year's beginning fund balance other than budgeted expenditures from that balance.

8.0 RECORD RETENTION

The Mutual's corporate records shall be retained so long as they are necessary for the conduct of the Mutual's business, required by statute or government regulation, or relevant to pending or foreseeable investigations or litigation, including but not limited to the following retention periods:

Retention Period	Category
Permanent	Reserve Studies, and Governing Documents Government Filings (except tax returns) Insurance Policies Board Meeting Minutes Settlement Documents
Ten Years	Contracts
Seven Years	Litigation Documents Budgets Financial Statements General Correspondences Warranties Tax Returns Bank Statements & Cancelled Checks Cash Receipts & Disbursement Records General Ledgers
One Year after Election	Election Materials

9.0 IMPOSITION OF FINES AND PENALTIES FOR RULE VIOLATION

Members are subject to restrictions found in the Enforcement and Fine Policy ("Policy"). The document also describes the Board's responsibilities. The Board encourages Members to voluntarily comply. However, fines and penalties may be imposed to enforce compliance with the Mutual's Policy.

If a Member is alleged to have violated the Policy, then the Board will follow the hearings procedures set forth in the Mutual's Policy. If it is determined by the Board, after a proper hearing is held, that a violation occurred, fines (including daily fines for continuous violations) may be imposed and privileges suspended, pursuant to the Mutual's Policy.

The Board is also permitted to seek injunctive relief against a Member in violation of the Policy.

10.0 OCCUPANCY OF A MANOR/UNIT

All occupants of a unit (aka manor), including guests who stay for more than 21 days, must register at the MOD's Member Records Department. MOD and the Mutual must acknowledge each registration.

Persons commencing any occupancy of a unit must include a senior citizen who resides in the unit as their primary residence on a permanent basis.

Each occupant of a unit (other than a guest) must be a qualifying resident, permitted health care resident, or a designated occupant.

A permitted health care resident means a person hired to provide live-in, long-term, or terminal health care to a resident, or a family member of resident providing that care.

A designated occupant is a natural person over 55 years of age residing in the unit who is the spouse, parent or child of the owner of unit and has been designated, in writing, by the owner as the approved occupant for the unit. A spouse living with such a person will also be considered a designated occupant. The owner shall transfer, in writing, all membership rights in the Mutual and MOD to the designated occupant. A person's status as a designated occupant shall end upon the death of the owner or transfer of the title of the unit.

No guest may stay for more than 75 days in any consecutive 12-month period. No more than three natural persons are allowed to occupy a one-bedroom Unit. No more than five natural persons are allowed to occupy a two-bedroom Unit. No more than seven Natural Persons are allowed to occupy a three-bedroom Unit.

The Board will investigate written reports alleging violation of these occupancy rules and take appropriate steps to ensure compliance.

Occupancy of a unit is further regulated by additional provisions of law, the Mutual's Governing Documents, and Bylaws.

11.0 OWNERSHIP LEASING OF MANORS/UNITS AND TRANSFER

Leasing (renting) is a process by which the owner of a unit receives consideration in exchange for the right to occupy the owner's unit. To provide the Members of the Mutual the security required for a gated community, the following lease requirements apply:

- 1) Each lease must be in writing and approved in writing by the Board. Owners may obtain the Request to Lease and Lease Agreement forms from MOD's Member Records Department at Gateway and shall return the completed forms to that department.

- 2) The Board may approve a proposed lease for occupancy by more than two natural persons in a one-bedroom unit and more than three persons in a two-bedroom unit, upon a satisfactory showing of need by owner, subject to approval by the Member Records Department.
- 3) An authorized agent of the Mutual evaluates the proposed lease for compliance with all applicable Governing Documents and recommend action to the Board.
- 4) Notwithstanding the above, the Board delegates to the President or Vice President its authority to approve any lease.

12.0 CARPORT AND GARAGE SPACES

12.1 Ownership Leasing and Transfers

A carport or garage space that is a portion of the exclusive use common area of a unit remains with the unit and cannot be sold separately. The Owner may lease the carport, garage, or golf cart space, but only to another Rossmoor resident. Such agreements require the lessor to provide a physical copy of this policy to the lessee and such lease agreement must include and incorporate this policy into the lease.

12.2 Restrictions on Storage of Property Other Than Vehicles in Carports

The Owner of a carport is responsible for assuring nothing is kept or stored in the owner's carport except vehicles. When articles are stored in a carport in violation of this rule, the Mutual may, after giving thirty (30) days written notice to the owner, remove the articles and store them in public storage at the owner's expense and at the owner's risk.

12.3 Non-Vehicular Uses of Carports

Upon written application by the owner of a carport and with written non-objection by the other owners in the owner's building, the Board may permit a temporary, non-vehicular use of the carport.

12.4 Non-Vehicular Uses of Garages

Garages must be used for the parking of vehicles except (1) during the first six months after the Resident begins occupying the unit, and (2) when the occupant's vehicles, if any, are parked elsewhere in exclusive use common areas assigned or leased to the resident.

12.5 Flammables

The storage of flammable liquids is prohibited in garages and carports except for solvents such as paint thinner or other volatile liquids smaller than one quart and 20-lb propane tanks (a/k/a grill cylinders) stored in open areas.

13.0 PARKING

13.1 Parking on Named Streets (Trust Property)

Parking on named streets is subject to rules established by MOD and is not controlled by the Mutual. Parking inside the Mutual's entry roads (e.g., entries 18, 19, & 21) are subject to the control of the Mutual.

13.2 Parking

Parking is subject to general rules governing what kinds of vehicles may be parked, where they may be parked, and length of time they may be parked. Only passenger vehicles such as coupes, sedans, golf carts, vans, sport utility vehicles, and pickup trucks not wider than seven (7) feet and no longer than eighteen (18) feet may be parked in the Mutual.

Any vehicle parked in the Mutual must be in drivable condition. Notwithstanding, any vehicle that presents a fire hazard or leaks oil may, upon written notice, be excluded from the Mutual until the deficiencies are corrected. Any vehicle with visible damages or appear to be derelict must be prioritized to park in garages.

13.3 Parking in Entry Roads – General Rule

Vehicles may temporarily park on entry roads except:

- Where the curb is painted red,
- Opposite outdoor marked spaces,
- Opposite driveways,
- Opposite intersections,
- In marked turnaround areas,
- Where the total width of the entry road (edge to edge) is less than 18 feet, and
- Where suitable off-road parking is available.

Outside contractors' vehicles may be parked in the entry roads but only during working hours.

Vehicles parked on entry roads continuously for seven consecutive calendar days are considered abandoned and subject to removal at the owner's expense.

13.4 Unrestricted Parking Spaces

Parking spaces not posted with a restrictive sign may be used by Residents, Guests, and Visitors. However, Owners must use their garage and carport to store their vehicles before using unrestricted parking spaces. Vehicles parked in unrestricted parking spaces continuously for seven consecutive calendar days are considered abandoned and subject to removal at the Owner's expense.

13.5 Parking in Driveways

Vehicles not wider than seven feet and not longer than 18 feet may be parked in driveways but are not allowed to be parked in a driveway if any part of the vehicle protrudes into the entry road, interferes with opening a garage door, or interferes with access to a garbage enclosure or Manor entry. No commercial vehicles may be parked in driveways overnight. Contractors' vehicles parked in driveways during working hours may not be wider than seven feet and longer than 18 feet.

Vehicles parked in a driveway continuously for seven consecutive calendar days are considered abandoned and subject to removal at the owner's expense.

13.6 Parking in Carports

Owners, residents, guests, and visitors may park their vehicles in the carport but such vehicles must be contained wholly within the carport structure with no part of the vehicle protruding into the entry road or beyond the carport cover. Contractors' vehicles may not park in carports.

13.7 Parking in Garages

Owners, residents, guests, and visitors may park their vehicles in the garage at any time but such vehicles must be contained wholly within the garage that the garage's vehicle door can fully close and with no part of the vehicle protruding into the entry road or beyond the garage vehicle door. Contractors' vehicles may not park in garages.

14.0 COMMERCIAL ACTIVITY RESTRICTIONS

No commercial activities may be conducted in the units or common areas, except professional and administrative professions as may be permitted by applicable governmental ordinances, provided that there shall be no external evidence thereof.

External evidence may include, but is not limited to, signs, the presence of employees, or business traffic including clients, vendors or delivery services.

It is the owner's responsibility to ensure that any commercial activities comply with applicable zoning laws or governmental regulations and, if required, proper permits, licenses or other governmental authorization are obtained.

15.0 ASSESSMENTS, DELINQUENCIES, AND COLLECTION REFERRAL

15.1 Assessments Included.

The assessments referred to in this Rule include:

- Regular. Regular assessments are determined by the Board during the annual budgeting process to cover normal operations of the Mutual. They are paid monthly. Boards can increase regular assessments up to 20% without membership approval.
- Special. Special assessments levied against the membership are often needed for unexpected expenses or capital improvements. Examples include, but not limited to, costs of common area construction or demolition, costs related to rebuilding property controlled by the Mutual after damage or other expenses not included as part of the monthly carrying charge for which a special assessment is authorized by law or Governing Documents. If the assessment is 5% or less of the annual budget, the assessment can be approved by the Board. If the assessment is more than 5% of the annual budget, it must be approved by the membership.
- Emergency. Emergency assessments do not have a cap and do not need membership approval if it meets statutory requirements for an emergency.
- Reimbursement. Reimbursement assessments are most often used to reimburse the Mutual for expenses incurred repairing common areas damaged by owners, members, residents, guests, or tenants.

15.2 Assessments Due Date, Delinquent Payments

Regular and special assessments are due on the first day of each month, unless otherwise noted and specified in the notice of assessment. Unpaid assessments become delinquent at 4:59 p.m. on the 15th day of the month.

Owners are personally liable for delinquent payments that accrued during their ownership. The Board may proceed against these persons in any way available under the law to collect delinquent amounts.

Delinquent payments are subject to a late fee of 5% of the amount of the assessment. The late fee may be waived by the President or Treasurer without approval of the Board or if the Owner arranges for subsequent direct payment of the coupon amount by a bank. All other fees are per law, and may include the late fee plus interest at 10% annual percentage rate (see CC&Rs for details) beginning 30 days after the due date of the assessment and any other applicable charge will be billed each month, until the account balance is paid in full; interest to accrue beginning 30 days after the assessment due date, and also sets the maximum interest at 12%.

However, in as much as the Golden Rain Foundation (“GRF”) is not an association subject to the Davis-Stirling Act, the interest limit on the GRF’s portion of the assessment is dictated by GRF. Other applicable charges may include, among other things, reasonable collection fees and attorney fees.

15.3 Notice of Assessments

A notice of assessment outlines some of the rights and responsibilities of owners and the Mutual that manages them. Please refer to the CC&Rs and sections of the Civil Code for further information.

Assessments become delinquent fifteen (15) days after they are due unless the Governing Documents provide for a longer time. Failure to pay assessments may result in the loss of an Owner’s property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than twelve (12) months delinquent, the Mutual may use judicial or nonjudicial foreclosure subject to the conditions set forth in the Civil Code. When using judicial or nonjudicial foreclosure, the Mutual will record a lien on the owner’s property. The owner’s property may be sold to satisfy the lien if the amounts secured by the lien are not paid. The collection practices of the Mutual may be governed by state and federal laws regarding fair debt collection.

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15.5 Payments

Payments may be mailed directly to the address on the coupon or placed in the drop box at the Administration Office, 1001 Golden Rain Road, Walnut Creek, California. Also, an owner may arrange with the Mutual’s Managing Agent to have payments automatically deducted from a bank account of the owner’s or resident’s choice.

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it.

The association must inform owners of a mailing address for overnight payments.
(Section 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the Mutual. Binding arbitration shall not be available if the Mutual intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time.

15.6 Referral for Collection

Past due accounts that are delinquent over ninety (90) days may be assigned by the Board to an outside agency for collection.

16.0 EMERGENCIES – HEALTH AND PROPERTY

Help is available for residents in health and property emergencies. Residents should take the initiative for reporting non-emergency problems (such as outdoor lights burned out or broken sprinkler heads), any time but preferably on weekdays from 8:00 a.m. to 5:00 p.m. local time. See the Rossmoor telephone book for the telephone numbers.

16.1 Health Emergencies

Call 911 for a prompt response from the police or fire department in health emergencies. The police or fire department will call for an ambulance and bring paramedics when needed. In addition, Public Safety monitors radio broadcasts arising out of the 911 telephone call and may also respond.

16.2 Property Emergencies

Call 911 for a prompt response from the fire department in case of fire. Call the emergency telephone numbers listed in the Rossmoor telephone book for help with other property situation emergencies, for example, a power failure, broken water pipe, or potentially hazardous conditions. If the emergency number is not responsive for any reason, call Public Safety (telephone number listed in the Rossmoor telephone book) to report the emergency.

17.0 GENERAL MAINTENANCE AND REPAIR INFORMATION

The Mutual is responsible for repairs, maintenance, and replacements in the common area. This means the buildings as originally built and as upgraded by the Mutual and the landscaping as planted and as upgraded by the Mutual. Owners are generally responsible for the unit and any appurtenant owner-maintained garden area.

17.1 Allocation of Maintenance Costs and Certain Upgrading Costs

Mutual funds pay for:

- All normal and necessary maintenance in the Mutual's common areas including exclusive use common areas, such as entryways, buildings, walkways, patios, decks, carports, steps, bridges, landscaping, and normal tree trimming.
- Certain maintenance work in the unit such as scheduled replacing smoke detector batteries and painting exterior doors and air conditioners.
- Clearing of drain lines that are outside of the unit perimeter unless the stoppage is due to misuse by the owner/resident.
- Upgrades of facilities such as area lighting, sidewalks, building and street signs, and for removing trees to reduce hazards to property or persons.

Owners pay for:

- Most costs of maintaining a unit.
- The cost of maintaining all alterations including alterations including from the previous owner.
- Maintaining previous owner-maintained garden and the cost of the eventual conversion back to common area.
- Tree trimming or removal requested by the owner (and authorized in accordance these Rules on owner-maintained gardens) when the owner's purpose is to preserve or improve the owner's view.
- Cleaning of ducts, vents, and fireplace flues.
- The cost to repair any damage to the common area or to any other condominium unit that is caused by the owners, family members, agents, lessees, guests, or contractors.

17.2 Limitations on Repairs and Maintenance by Owners and Residents

Except for touch-up painting by owners and residents, as permitted external repairs and maintenance shall be performed only by MOD staff or approved contractors, whether the costs are Mutual billable or owner billable. Owners and residents must not perform such work personally or engage other persons to perform such work. If an owner or resident initiates such work in spite of this Rule, the owner or resident shall be liable for all costs of the work, including costs of restoring or refinishing the work area as necessary.

To ensure proper preparation and proper selection of exterior paints, all exterior painting shall be carried out by staff or approved contractors. However, with advance approval by the President. Touch-up painting by owners and residents may be required for certain projects. The only exception is if a resident or owner prefers to repaint the front door a different color than standard, they must obtain an alteration permit, obtain written approval signatures from all other residents in the building and approval by the Mutual Board.

18.0 INSPECTIONS

The Mutual has general authority to conduct inspections to manage, operate, and maintain the properties. Subject to the requirements under the Mutual's CC&Rs and applicable law, the Mutual has the right to enter a Unit in an emergency or when necessary in connection with any maintenance, construction, or compliant with Governing Documents.

18.1 Reserve Study Inspections

The Mutual provides for visual inspections of the exterior and structural components of all buildings and other reserve components as a basis for meeting reserve study requirements. Qualified independent inspectors or architects reporting directly to the Board make these inspections. The Board relies on these reports as a guide to additional detailed inspections on which to base the timing, priority, and scope of work to repair, replace, restore, or maintain the major components for which the Mutual is responsible.

18.2 Resale Inspection of Alterations

To evaluate exterior and interior alterations of buildings and grounds, the Mutual will inspect each property offered for sale. The owner/seller shall pay for the inspection, and all required Owner Billable remediation. The owner/seller is responsible for notifying the Mutual of the intended sale at the time of listing the property for sale with a realtor, or advertising the property for sale, and in any event not later than twenty-one (21) days before the intended transfer of title. If the owner/seller fails to give timely notice, the Mutual shall conduct the inspection upon being informed of the transfer of title, and the cost of inspection and any owner billable remediation required shall be borne by the owner of record at the time of inspection.

18.3 Additional Inspections

The Mutual does not conduct periodic interior inspections, but may inspect the exterior and interior of buildings, and inspect grounds, as needed for the purposes of maintenance, consistent with the notice and other requirements provided in the Mutual's Governing Documents and as may be required by law.

19.0 OWNER-INITIATED ALTERATIONS

Owners are responsible for repair and maintenance costs resulting from failure to comply with the following alteration rules.

The Board may impose sanctions if the Board determines, after hearing, that a violation of this rule occurred. The Board may impose sanctions for each calendar day such violation continues after the owner receives from the Board a notice of the alleged violation.

19.1 Alteration Approvals Required

Owner initiated alterations to a unit requires approval in advance by the Board, MOD, and the City of Walnut Creek, in required.

19.2 Board Approval Responsibility and Right to Inspect

The Board is responsible for approving any owner initiated alteration as to legality, effect on neighbors, and detailed structural design as it affects maintenance costs and building integrity.

The Mutual also retains a right to inspect as needed for preventive maintenance. If the Mutual discovers an alteration that has not been approved in advance by the Board, MOD, and the City of Walnut Creek, as required, the Mutual will instruct the Owners to obtain the required approvals or remove the alteration.

19.3 Alterations within the Boundaries of the Unit

Except for cosmetic changes, alterations inside the unit (such as adding or changing hard-wired appliances, electrical breakers due to over amp usage, making openings in walls, or replacing water heaters, air conditioning units or heat pumps) requires obtaining a permit from MOD Alterations Department and City of Walnut Creek.

19.4 Construction in Exclusive Use Common Areas

Alterations in the exclusive use common area are subject to the same approvals that are required for alterations in the common areas.

Schematic diagrams or sketches are required as directed by the MOD.

Rigid design standards must be followed to eliminate water intrusion into the building structure, to avoid the costly repair of dry rot. A licensed architect will review the design at the owner's expense to opine on waterproofing details and quality of design and materials for protection of the structure from potential damage. The City of Walnut Creek requires permits and will make certain the design meets all applicable building codes.

19.5 Construction in Common Areas

Alterations in the exclusive use common area are subject to the same approvals that are required for alterations in the common areas.

Owners must obtain written authorization from the Board before undertaking construction, alteration, or permanent installation of such things as patios, decks, fences, sidewalks, as well as concrete in the common area. An owner desiring to place objects in the non-exclusive common area must follow these same procedures.

Initially, the owner must contact the MOD to determine if the proposed alteration requires a permit. If a permit is required, MOD will bring the proposal to the attention of the Board President. The Board President will grant preliminary approval or confer with the owner and MOD to discuss modifications that might make the proposal acceptable. Once the proposal is accepted by the Board President, the owner must contact MOD to determine the necessary additional steps, which could include:

- The owner issuing written notice to all other owners in the Mutual who might be affected by the proposed alteration, telling them precisely what is proposed and obtaining their written approval for the alteration.
- The owner submitting a Resident Alteration Agreement to the Board for approval.
- The owner obtaining permits from MOD and the City of Walnut Creek.

19.6 Uniform Requirement for As-Built Drawings

Contractors performing alteration work are required to submit "as-built" drawings upon completing the work.

19.7 Responsibility for Maintenance of Alterations

Owners are responsible for maintaining alterations and are responsible for any impact of an alteration on the common area. Exceptions may be specified in the alteration permit. Unless otherwise approved by the Board, owners are responsible to remove, relocate, replace, or restore any alteration preventing the Mutual from carrying out its maintenance, repair and replacement obligations under the Governing Documents.

19.8 Unauthorized Alterations

If the Owner makes an alteration without obtaining the necessary permits, the alteration may be permitted to remain in place if it was one which would have been allowed had an alteration permit been obtained at the time the alteration was made and the proper permits are obtained by the owner. Unless the Board finds good cause to decide otherwise, owners with unauthorized alterations are still responsible for any fines imposed prior to obtaining the proper permits. If the alteration would not have been authorized and/or no permits are able to be obtained for an unauthorized alteration, the unit must be restored to its original condition at the owner's expense. Owners who restore their units to the original condition may still be responsible for any fines imposed for the unauthorized alteration.

Relocation or replacement of an air conditioning unit or heat pump, requested by an owner, will be at the owner's expense. The owner must request approval of the Board, in addition to obtaining a Resident Alteration Permit from MOD. The air conditioning unit or heat pump must comply with the standards and requirements specified by the Mutual and operative Uniform Building Code for such installations.

19.9 Balcony and Entryway Enclosures and Floor Coverings

Enclosing decks, patios, walkways or entry way, or other exclusive use common area is prohibited. Decks, patios, walkways or entry way floor coverings are prohibited.

19.10 Hose Bibs

Hose bib or drip irrigation systems placed, installed, or used on balconies or decks for watering plants or for any other use have led to dry rot and are not permitted. Such 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.

Such previously approved bibs or systems must be removed at the seller's expense before the close of any escrow.

Alteration permit requests for properly designed hose bib installations at ground level concrete slabs on grade will be considered for approval by the Board.

19.11 Spas

Spas are not allowed.

19.12 Fences and Walkways

All fencing, included but not limited to pet enclosures, garden enclosures, or private use, are prohibited in the Common Area.

Walkways installed by the owner without permits must be removed. Anyone wishing to install a walkway must contact the Mutual's Landscape Committee who will present to the Board for review and approval.

19.13 Hard Surface Flooring Upper Units

To reduce sound transmission in upper units shall have all floor areas (except for kitchen, bathrooms, entry way, and laundry room) covered with padding and carpet per the Mutual's CC&Rs.

Any hard surface beyond the original, as-built construction of the front entry way, kitchen, laundry room, garage storage areas, and rooms containing a toilet and a bathtub or shower must be removed and replaced (not merely covered) with carpet at the Owner's expense within sixty (60) days upon discovery of the violation

19.14 Hard Surface Flooring – Lower Units

All flooring installations in lower Units, including hard surface flooring, those requiring a change in materials, or the installation of hard surface flooring where there was previously soft surface flooring, require an alteration permit.

19.15 Hard Surface Flooring Refinishing

Wood floor refinishing can expose workers, building occupants, homeowners, and residents of the surrounding neighborhood to a variety of health and safety hazards. For this reason, hardwood floor refinishing requires approval of the Board via the Alteration Application. Only water-based non-flammable floor finishing products are permitted for hardwood floor refinishing in the Units. Additionally, if floor sanding is required, a dust capture and/or ventilation system is required as part of the Alteration Application.

19.16 Gardens and Resale Restrictions

Private gardens are prohibited and the owner of such garden must remove within sixty (60) days from the notice from the Board.

If upon resale inspection a unit is found to have an owner maintained garden, the seller must restore the landscape to its prior condition at the seller's expense. If this is not done before closing, funds will be put in escrow to cover the restoration expense.

20.0 RESTRICTIONS ON USES OF DECKS, PATIOS, AND ROOFS

20.1 Electrical Appliances

Electrical appliances requiring overnight access to electrical power are prohibited on open decks or patios. Such appliances include, without limitation, refrigerators and freezers. Temporary connections for other electrical equipment such as leaf blowers and barbeque spit motors are permitted.

20.2 Crowding of Decks, Patios, Stairways

Objects, including potted plants should not be placed where they will interfere with passage across stairways or impede access to handrails. There must be a clear passageway of at least three feet from the center of the plant's pot to the stairway's nearest handrail.

20.3 Overwatering Plants on Decks

All plant containers on decks must be placed in saucers or the equivalent large enough to prevent excess water from spilling on the deck and lower deck and patio. Overwatering is to be avoided to prevent continual wetting of the deck and runoff to other decks below. To the extent overwatering promotes dry rot, the owner shall be held liable for repairs.

20.4 Restriction on Use of Roofs

To prevent damage to the roofs, no objects or personal property of any kind or nature, including but not limited to flowers, pots, shrubs and statues, shall be displayed or placed upon any roof; except that solar energy panels and roof penetrations for improved lighting may be installed under Mutual-approved alteration permits.

21.0 OWNER REQUESTED REMOVAL OR TRIMMING OF TREES

21.1 Responsibility for Costs

All owner requested tree removal or trimming beyond routine maintenance, as solely determined by the Board, is owner billable. The cost of any related permits, work, fees, and any other related expenses is the sole responsibility of the owner. Such trimming or removal requires a permit from MOD and the City of Walnut Creek.

If approved, the Board will inform MOD Landscape Manager.

21.2 Request Procedure

An owner wishing to have a tree removed or trimmed must initiate a written request to the Board. The Board and MOD must evaluate the request. If approved, the owner must obtain approval, by written notice, from all other owners in the building.

21.3 Appeals

The applicant may appeal any neighbor's disapproval to the President, who shall have authority to agree with or overrule the disapproval. The President's decision is final.

22.0 FIREPLACES

The maintenance of manor fireplaces and their flues is the responsibility of the unit's owner. Creosote and resins are by-products of burning wood or other materials. If allowed to build up in fireplace flues they present a fire hazard. The Mutual agrees with the U. S. Fire Administration recommendation that frequently used fireplaces and their flues be inspected and cleaned by a "Certified Inspector" every year. During ownership, each Owner should decide and take responsibility for when their fireplace should be inspected and cleaned.

When a unit is sold, the Mutual requires that its fireplaces and flues, regardless of use frequency, have a Level 2 inspection by an inspector certified by the Chimney Safety Institute of America and the Fire Investigation Research Education. Necessary cleaning and repairs must be completed, and a "Certified Notice of Completion" given to MOD before close of escrow.

23.0 SMOKE ALARMS

Smoke alarms are personal property, and each owner is responsible for their installation, maintenance, repair, and replacement. It is the owner's sole responsibility to have a sufficient number of working smoke alarms installed in the unit, as may be required by law, but in no case less than one (1) smoke alarm in every bedroom and one (1) in a connecting hall. At the time of resale alarms must be installed to meet current law requirements.

Each unit has one or more electric alarms. Currently, no maintenance is required for the alarms. Contact MOD should a problem occur.

The residents of each unit are responsible to:

- Push the test button in each alarm at least once a month. If a new battery or alarm is needed it can be replaced at the owner's expense. Note – If the owner has the MOD Handyman service, the service may be completed by them.
- Do not disconnect the battery in the alarm.
- Replace smoke alarms every ten years.

The Mutual is not responsible for inoperative alarms as the resident/owner are responsible for the monthly tests; cleaning the alarm exterior; and having inoperative alarms or batteries replaced.

24.0 PETS

24.1 Allowable Type and Number of Pets

The raising and breeding of animals for any commercial purpose in the Mutual is prohibited.

No more than two (2) domestic household pets may be kept in a unit at any one time. The Board may disallow keeping of individual pets if the Board determines it a nuisance.

24.2 Leash Rule

Dogs and cats must be leashed at all times and held by a person capable of controlling the animal when outside the unit, patio, or deck. A dog park area is located adjacent to the Rossmoor fitness center where dogs can be unleashed.

Pet pens are not allowed in the common area (both for exclusive use or non-exclusive use) i.e., front entry porches, or rear decks/patios. Gray-coated welded wire fences, or that matching the color of the wrought iron of no more than two feet in height is allowed on decks.

24.3 Sanitation Rules

To prevent unsightly damage, pet waste must be immediately removed from common areas and exclusive use common areas, including but not limited to lawns, patios, and decks. Such waste must be properly disposed of in trash collection bins and may not be disposed of in storm drains or other outside areas. Owners are prohibited from maintaining an outside portable pet potty or pet waste station/system on decks or patios.

24.4 Nuisance, Excessive Barking, and Unreasonable Annoyance

Quiet enjoyment is the right of all Residents to enjoy their property in peace without unreasonable interference. Unreasonable disruption of quiet enjoyment may constitute a nuisance, which is prohibited. Whether a disturbance is unreasonable is determined at the sole discretion of the Mutual's Board.

Pet owners are prohibited from tying up their pets outdoors.

Pet owners must prevent excessive barking by their pets.

Owners are strictly responsible for any injury to persons or property caused by any animal brought or permitted onto or kept within the Mutual by the owner, owner's tenant or their respective family, guests, or invitees.

If a complaint is made, the Board will determine whether an action is warranted and will issue a notice of violation/hearing. See Enforcement and Fines Policy.

24.5 Assistance Animals

An animal otherwise prohibited by the CC&Rs or these Rules, which is kept by a resident for the purpose of servicing the resident's qualified disability, may be kept by such resident, provided the animal is properly cared for (i.e., kept healthy, clean, and properly groomed and waste material properly disposed of) and not unruly or unreasonably disruptive (e.g. barking, growling, running loose, displaying aggressive behavior, etc.). All pet rules apply to assistance animals unless contrary to law.

25.0 BIRD FEEDERS AND WILDLIFE

With the exception of a hummingbird feeder, the use of any bird feeders, scattering of birdseed, or other feeding of birds, wildlife, and/or stray or feral animals in the Mutual is prohibited. Hummingbird feeders must not drip on any building structure or component.

26.0 OWNER ACCESS TO MEMBERSHIP LISTS

26.1 Conditions for Access

The Mutual is required to keep a record of its members, with their names and addresses. Members have the right to inspect and copy the Mutual's membership list. A membership list is defined to include a member's name, property address, mailing address and email address, but not including information for members who have opted out pursuant to law.

The Owner is responsible for the cost of copying the membership list.

The right to inspect is at reasonable times, upon five (5) business days' written demand.

Any Member of the Mutual who wishes to inspect or obtain a copy of the list of names and addresses of the Members of the Mutual, must submit a written request to the Board of Directors at 1001 Golden Rain Road, Walnut Creek, California 94595, stating the purpose for which the membership list is requested, which purpose shall be reasonably related to the requester's interest as a Member. If the board reasonably believes that the information in the list will be used for an improper purpose, it may deny the Member access to the list.

A membership list is a corporate asset and, without the consent of the board, a membership list may not be:

Used to solicit money or property unless such money or property will be used solely to solicit the vote of the members in an election to be held by the Mutual,

Used for any purpose which the user does not reasonably and in good faith believe will benefit the Mutual,

Used for any commercial purpose or purpose in competition with the Mutual, or sold to or purchased by any person.

Any person who misuses a membership list is liable for any damage caused by the misuse, including punitive damages for a fraudulent or malicious misuse.

26.2 Member's Right to "Opt-Out"

A Member may opt out of the sharing of that member's name, property address, email address, and mailing address by notifying the Mutual's Secretary in writing that the member prefers to be contacted via the alternative process described in subdivision (c) of Section 8330 of the Corporations Code. This opt-out shall remain in effect until changed by the member. In such case, the Mutual is to provide the requesters with an alternative way to reach the opters-out. If the purpose is to mail written material to the Members, the Mutual will provide the requester with the names, property addresses, and mailing addresses from the membership list requested, except the names, property addresses, and mailing addresses of the Members who opted out. The Mutual will mail a copy of the written material to each opter-out on the membership list requested, and include a note identifying the requester. These copies shall be sent by US mail in envelopes bearing the Mutual return address. The requester shall pay a reasonable charge for all costs of producing the membership list and sending copies of the written material to the opters-out. In no event shall we copy, stuff, address, or provide postage for the material that the requester is mailing directly. If the requester's purpose is other than to distribute written material, the Mutual will provide the mailing list as above and shall notify the opters out of the request by U.S. mail. The requester shall pay a reasonable charge for all costs of producing the membership list and giving notice to the opters-out.

27.0 OWNER ACCESS TO BOARD MINUTES

Owners have access to minutes of the open meetings of the Mutual Board in accordance with the law. Such minutes are available at rossmoor.com, or by addressing the requests for copies to the Mutuals' Board Office, Mutual 55 at 1001 Golden Rain Road, Walnut Creek, California 94595.

28.0 RESOLUTION OF LOCAL CONFLICTS

Member who wishes to call attention to problems such as unruly behavior, unsafe or illegal parking, other disruptive activities, threats, violence, or safety and health hazards should,

- Dial 911 in case of an emergency,
- Notify the Golden Rain Foundation's Department of Public Safety.

Less urgent matters of local concern such as parking problems, landscaping problems, or disagreements among residents will be resolved locally (within the individual building or entry) whenever possible, between the members with the assistance of a Director. If a problem cannot be resolved locally, the member with the concern may express in writing that the matter be presented to the Board for action.

The Board may take whatever measures it deems necessary and proper to resolve the issue, including a formal hearing or vote of the Members.

Sometimes a complaining witness wants to be anonymous so as to avoid a confrontation with the person who is in violation of the Rules. To hold a disciplinary hearing and fine an owner based on anonymous testimony would be a violation of the accused owner's due process rights. Without any evidence of a violation, disciplinary hearings cannot be held. However, witnesses may remain anonymous and hearings still be held if the Mutual can independently verify the violation, i.e., through a security camera recording, a first-hand report, a Board member verifying the violation, etc. If the Mutual can develop sufficient evidence on its own, then the complaining witness's identity is no longer needed for the hearing and does not need to be revealed to the accused. If the MOD is the "witness" to the violation, they need to be at the hearing to provide testimony of the violation.

29.0 INTERNAL DISPUTE RESOLUTION

The Mutual provides a fair, reasonable and expeditious procedure for resolving disputes between the Mutual and its Members without charging a fee to the Member participating in the process. The process is referred to as "Internal Dispute Resolution" (IDR) or "meet and confer." The following procedures apply:

- The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
- A Member may refuse a request to meet and confer. The Mutual may not refuse a request to meet and confer.
- The Board shall designate a director to meet and confer.
- The parties shall meet within 30 days at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.
- A resolution of the dispute agreed to by the parties must be memorialized in writing and signed by the parties, including the Board designee on behalf of the Mutual. The agreement cannot conflict with law or Governing Documents and must be within the authority of the Board.

30.0 SIGNAGE

30.1 Commercial Signs

Commercial signs means any sign, flag, banner, or poster advertising a business, product, or service.

All commercial signs are prohibited anywhere within the exclusive use common area and common area and can only be placed on a window from inside the unit.

30.2 Noncommercial Signs

Unlike commercial signage, a noncommercial sign (including political signage) may be placed on a window from inside the unit.

Size of signs that are permitted are ones that can fit inside the unit's window.

Restricted material. Noncommercial signs cannot contain obscenities or fighting words.

Noncommercial signs cannot obscure the view of any resident.

30.3 Real Estate Signs

Real Estate Signs are window signs indicating a particular unit is for sale, lease, or exchange. One temporary real estate sign not exceeding four square feet of area may be placed in a window of a Unit that is for sale, lease, or exchange. The information on the sign shall be limited to the name of the seller or agent, his or her telephone number and address and whether the property is for sale, lease, or exchange. All such signs must be removed within three (3) days of close of escrow, or lease of the Unit.

31.0 SPORTS APPARATUS

No basketball standard (including so-called portable basketball standards) or other portable or fixed sports apparatus shall be placed upon or attached to any portion of the Mutual common area property without the written permission of the Board. Repeated violation of this rule may cause imposition of fines and penalties to the unit owner.

32.0 STORAGE CONTAINERS

Storage containers may be dropped off for the term purpose of packing or unpacking of household goods. This rule is developed to assure the safety of residents and to maintain adequate parking for visitors and guests. Storage containers may not be parked/placed on Mutual property for longer than 72 hours in accordance with this rule. This rule aims to balance between the needs of the resident desiring to use a storage container and the rights of the other residents to have adequate parking in the Mutual.

32.1 Procedural for Approval by Director

To allow delivery and removal within the time frames set forth in this rule, Residents should begin arrangements well in advance of the desired dates so that the storage container company is able to comply with the necessary delivery or removal dates. The procedure for approval will be as follows:

- 1) The Resident shall contact the President in writing indicating their desire placement of a storage container within a specified entry in the Mutual. The Resident must provide the following details in this written request:

- a) The proposed delivery and removal dates for the storage container,
 - b) The storage company name and the proposed size of the storage container,
 - c) The Rossmoor address pertaining to the proposed storage container, and
 - d) The phone numbers of the Resident seeking approval.
- 2) If approved, the President will designate a specific parking space in the entry for the storage company and communicate this approval in writing to the resident, along with the agreed upon dates for delivery and removal, not to exceed 72 hours.
 - 3) The President may decline to grant approval for a storage container to be placed in a given entry if there is insufficient guest parking; if vendor or emergency vehicle access would be compromised; or a history of the storage container company's failing to meet deadlines.
 - 4) Prior to delivery to the Rossmoor destination, the resident or designated representative will ensure that the approved parking space for the SC is marked with cones.

32.2 Implementation by Securitas

The Board President will notify Securitas via email of the approval, delivery and removal dates, street and entry number, and specific parking space for the delivery of the storage container. No early admission of the storage container by Securitas will be allowed.

33.0 ELECTRIC VEHICLES

These rules are intended to comply with applicable law governing electric vehicle charging stations and protect the safety of residents and infrastructure from fires that can and have resulted from overloading the electric circuit or extension cord in a garage or carport.

This rule applies to common area as well as exclusive use common area, i.e., garages and carports whether attached or detached (stand-alone) from units.

33.1 Section Definitions

For purposes of this section,

- 1) "Electric Vehicle" means a plug-in electric or hybrid automobile, sports utility vehicle (SUV), van or truck.

- 2) "Electric Vehicle Charging Station" or "EVCS" means as set forth in California Civil Code section 4745(d) which defines electric vehicle charging station as "a station that is designed in compliance with the California Building Standards Code and delivers electricity from a source outside an electric vehicle into one or more electric vehicles. An electric vehicle charging station may include several charge points simultaneously connecting several electric vehicles to the station and any related equipment needed to facilitate charging plug-in electric vehicles."
- 3) "LOW-Speed Vehicle" or "LSV" means as set forth in California Vehicle Code section 385.5 which states as follows:
 - a) A "low-speed vehicle" is a motor vehicle that meets all of the following requirements:
 - i) Has four wheels.
 - ii) Can attain a speed, in one mile of more than 20 miles per hour and not more than 25 miles per hour, on a paved level surface.
 - iii) Has a gross vehicle weight rating of less than 3,000 pounds.
 - b) For the purposes of this section, a "low-speed vehicle" is not a golf cart, except when operated pursuant to Section 21115 or 21115.1.
 - c) A "low-speed vehicle" is also known as GI "neighborhood electric vehicle."
- 4) "Neighborhood Electric Vehicle" or "NEV" means set forth in California Vehicle Code section 385.5(b)(2).
- 5) "Golf Cart" means as set forth in California Vehicle Code section 345 which states as follows: A "golf cart" is a motor vehicle having not less than three wheels in contact with the ground, having an unladen weight less than 1,600, which is designed to be and is operated at not more than 25 miles per hour and designed to carry golf equipment and not more than two persons, including the driver.

33.2 Electric Vehicles and Charging Stations

It is the policy of the Mutual to comply with Civil Code section 4745 by approving, whenever reasonably possible, applications for the installation of EVCS and electric wiring and related components necessary to provide electricity sufficient to power approved EVCS installed in (i) an owner's exclusive use common area (i.e., attached garage, attached carport, or stand-alone assigned garage/carport, as applicable) and (ii) Common Area parking spaces. Such installation would provide "hard wire" connections to the EVCS as opposed to providing for plug outlets to supply power to portable charging devices.

33.3 Requirements

Any Mutual Owner who proposes to install an EVCS ("Applicant") shall:

- 1) Submit an executed "Alteration Agreement" to the Mutual in care of Golden Rain Foundation of Walnut Creek Mutual Operations Division ("MOD"),

- 2) Follow the applicable procedures governing "alterations" set forth in Owner-Initiated Alterations Generally, and
- 3) Obtain Board approval and procure an "Alteration Permit" prior to installation of the EVCS.

In addition to the submittals required by the applicable procedures governing "alterations" set forth in Rule 51 (entitled "Owner-Initiated Alterations Generally"), the following must accompany the fully filled out and executed Alteration Agreement for installation of an EVCS:

- 1) Plans and specifications clearly indicating where the EVCS is to be located, the brand or manufacturer, technical specifications, and dimensions (i.e., height, width, weight, etc.). as well as structural requirements,
- 2) An acknowledgment satisfactory to the Mutual that the Applicant will procure a homeowner liability insurance policy providing \$1 million in coverage and will provide satisfactory evidence to the Mutual, within fourteen (14) days of the Mutual's approval of the EVCS, that the Mutual has in fact been named as an additional insured under the Applicant's homeowner liability insurance policy providing \$1 million in coverage with a right of notice of cancellation; provided, however, that the Applicant shall not be required to maintain a \$1 million homeowner liability coverage policy for an EVCS utilizing an existing National Electrical Manufacturers Association standard alternating current power plug, and
- 3) A fully executed recordable EVCS Installation and Maintenance Agreement substantially in the form attached hereto, approved by the Mutual, binding Applicant and his or her successors to:
 - i) indemnify and hold harmless the Mutual,
 - ii) if applicable, continue the \$1 million liability insurance and additional insured endorsement in effect,
 - iii) pay for the electricity usage associated with the EVCS,
 - iv) be responsible for costs of damage to the EVCS and related property from the installation, maintenance, repair, removal, or replacement of the EVCS,
 - v) be responsible for costs of maintenance, repair, and replacement of the EVCS, and
 - vi) disclose to prospective buyers the existence of the EVCS and the related responsibilities of the Applicant.

Alteration Agreements which include all specified submittals shall be responded to within sixty (60) days of a valid submission.

An EVCS may only be installed by the Applicant in Common Area for the exclusive use of such Applicant if installation in the Applicant's assigned carport or garage is impossible or unreasonably expensive. In such cases, the Mutual shall enter into a license agreement with the Applicant for the use of the space in the Common Area.

Within fourteen (14) days of approval by Mutual of Applicant's request for permission to install the EVCS and before commencement of installation, the Applicant shall provide the Mutual with satisfactory evidence that the Mutual has been named as an additional insured under the Applicant's \$1 million homeowner insurance liability policy with a right of notice of cancellation; provided, however, that the Applicant shall not be required to maintain a \$1 million homeowner liability coverage policy for an EVCS utilizing an existing National Electrical Manufacturers Association standard alternating current power plug.

The installation of the EVCS shall be performed by a qualified, licensed, and insured contractor meeting all the requirements set forth in the Alteration Agreement or otherwise imposed by the Mutual.

Applicant shall be responsible for the installation of a separate meter or hard wire the EVCS back to the Unit's electrical meter to accommodate the EVCS. If installed, the meter shall be listed in the Applicant's name and all recharging and related expenses billed directly to the Applicant by Pacific Gas and Electric (PG&E). All installations shall meet all applicable requirements established by state and local laws, PG&E and the Electric Vehicle manufacturer. Electric Vehicle Charging Stations may only be powered using metered circuits billed to the owner.

Mutual electrical outlets and metered electric circuits charged to the Mutual may never be used to power an EVCS.

Applicant shall comply with all applicable governmental laws and regulations and procure all required City of Walnut Creek and governmental permits and authorizations before installing the EVCS. The EVCS shall meet all applicable governmental and industry safety standards, and local permitting requirements.

The EVCS shall be installed in a location acceptable to the Mutual. If visible from the other exclusive use common area or common area, the EVCS must conform to the surrounding structures and environment in design, size, and appearance. Visually the installation shall appear neat and attractive, without exposed wiring or visible damage to surrounding improvements.

The Applicant and each successive owner of the EVCS shall pay for all electricity usage associated with the EVCS.

The use of an extension cord from the Unit to an EVCS is strictly prohibited.

The Applicant and each successive owner of the EVCS shall be responsible for:

- 1) All costs for damage to the EVCS, common area, exclusive use common area or Unit resulting from the installation, maintenance, repair, removal, replacement, or existence of the EVCS,
- 2) All costs for the installation, operation, maintenance, repair and replacement of the EVCS and all additions or modifications to existing Mutual electrical components until the EVCS has been removed and for the restoration of the common area, exclusive use common area or unit after the removal,
- 3) Disclosing to prospective buyers the existence of the EVCS and the related responsibilities that said buyer will assume, including,
 - a) maintenance at all times of a homeowner liability insurance policy providing \$1 million in coverage which also names the Mutual as an additional insured under the policy with a right to notice of cancellation; provided, however, that said buyer shall not be required to maintain \$1million homeowner liability coverage policy for an EVCS utilizing an existing National Electrical Manufacturers Association standard alternating current power plug,
 - b) the obligation to pay for the electricity usage associated with the EVCS,
 - c) responsibility for all costs for damage to the EVCS, common area, exclusive use common area and/or unit resulting from the installation, maintenance, repair, removal, replacement or existence of the EVCS,
 - d) responsibility for the cost of the maintenance, repair and replacement of the EVCS until it has been removed and for the restoration of the common area, exclusive use common area and/or units after the removal; and
 - e) responsibility to disclose to prospective buyers the existence of any EVCS and the related responsibilities of the owner pursuant to Civil Code section 4745.

If, at the time of sale of the unit, the new owner (i.e., buyer) does not accept responsibility for the EVCS and separate electrical circuit by signing a recordable EVCS Installation and Maintenance Agreement substantially in the form attached hereto and approved by the Mutual, the EVCS and electrical circuit will be dismantled and the electrical circuit capped at the seller's expense.

Nothing in this rule shall modify, release, or otherwise discharge any rights of the Mutual or obligations of the owners imposed pursuant to the Declaration, Bylaws, Rules, and applicable law.

The prevailing party in any dispute arising out of the interpretation, violation, or enforcement of the provisions of this Section 64A relating to Electric Vehicle Charging Stations or documents created as called for under Section 64A.2.0 shall be awarded their reasonable attorneys' fees and costs.

33.4 Illegal Usage

As provided in this Section, Mutual electrical outlets and metered electric circuits charged to the Mutual may never be used to power Electric Vehicles. Each illegal use of a Mutual electrical outlet or electric circuit is a violation of this Section and shall be subject to a monetary penalty in accordance with the Mutual rules.

33.5 General Conditions for Power Use

Convenience outlets in garages and carports, attached and stand-alone, may only be used for intermittent charging of small electrical appliances. The peak load of the appliance or battery combined with any other electric device drawing power must not exceed the amperage rating of the circuit. It is the responsibility of the owner to determine both the amperage of all appliances and what the circuit can bear.

Attached garages and attached carports were originally designed for a single passenger motor vehicle. Such garages and carports have convenience electric outlets that provide electric service paid for by the unit owner.

Extension cords over 10 feet are prohibited for battery chargers and any electrical cord must (i) be in good condition, (ii) meet the manufacturer's specifications for the battery being charged, and (iii) have a minimum of 12 gauge/3 conductors.

33.6 Stand-Alone Garages and Stand-Alone Carports

Stand-alone garages and stand-alone carports that contain multiple assigned parking spaces present a different set of circumstances. Such garages and carports are detached and remote from the unit and have convenience electric outlets that provide electric service paid for by the Mutual as opposed to the individual owner.

These electric outlets in most stand-alone garages and stand-alone carports were designed to provide power for intermittent use by small appliances. Therefore, major electric appliances (such as freezers, refrigerators) and golf cart chargers rated less than 13 amps or 1600 watts – devices which are plugged in continuously – may not be plugged into an existing convenience electric outlet since they tend to overload the circuit. Further, golf cart chargers rated more than 13 amps, or 1600 watts may never be plugged into an existing convenience electric outlet.

If, after an electrical inspection by the Mutual, the stand-alone garage or stand-alone carport is proven to have sufficient electrical capacity to safely charge 13 amp/1600 watts or less golf cart charger, a sign will be posted in the garage or carport, as applicable, stating that the electric outlet is safe to do so. A user fee, established by the Mutual, will be billed to the owner, unless the electric line is already hard-wired back to the individual owner's PG&E electric meter. Extension cords over 10 feet are prohibited for golf cart battery chargers and any electrical cord must (i) be in good condition, (ii) meet the manufacturer's specifications for the golf cart battery being charged, and (iii) have a minimum of 12 gauge/3 conductors.

If, after an electrical inspection by the Mutual, the stand-alone garage or stand-alone carport is proven to not have sufficient electrical capacity to safely charge 13 amp/1600 watts or less golf cart charger, the Mutual shall, upon request of an owner who has an assigned parking space in a stand-alone garage or stand-alone carport, install, at Mutual expense, a suitably designed electrical panel on the wall of or adjacent to the structure. Any owner desiring to use electric service from such electrical panel to charge his or her golf cart charger rated less than 13 amps, or 1600 watts may apply for permission to install, at such owner's sole cost and expense, a suitably designed electric circuit from the Mutual-installed electric panel to his or her assigned parking space. Such owner shall, prior to installing an electric circuit, satisfy the following requirements: (i) submit an Alteration Agreement, (ii) follow the applicable procedures governing "alterations" set forth in Rule 51 (entitled "Owner- Initiated Alterations Generally"), (iii) obtain Board approval and an Alteration Permit, (iv) satisfy all applicable requirements, including but not limited to those imposed by PG&E, governmental authorities, and the manufacturer of the major electrical appliance or golf cart charger, as applicable, (v) comply with all requirements imposed by the Board, and (vi) procure a City of Walnut Creek permit. Since the cost of electricity will be billed to the Mutual, the Mutual shall establish an annual, non-refundable fee that will be payable by any owner using the Mutual-installed electric panel. Such fee shall cover such owner's share of: (i) the cost of electricity (if different from the Mutual's fee determination), (ii) administration of billing by MOD, and (iii) the Mutual's annualized capital cost to construct the electrical improvements to provide the electric service.

Extension cords from the unit to the garage or carport are not permitted.

Extension cords over 10 feet are prohibited for battery chargers and any electrical cord must (i) be in good condition, (ii) meet the manufacturer's specifications for the battery being charged, and (iii) have a minimum of 12 gauge/3 conductors.

A Mutual shall not be required to install an upgraded electrical panel upon the request of an owner who has an assigned parking space in a stand-alone garage or stand-alone carport if such owner also has an attached garage or an attached carport. In such case the owner must, subject to compliance with Section 64C.2.3 above, use his or her stand-alone garage or stand-alone carport to charge his or her golf cart charger rated less than 13 amps or 1600 watts.

Mutual metered circuits charged to the Mutual may never be used to power electric vehicles, LSVs, NEVs or golf cart chargers rated more than 13 amps/1600 watts; such vehicles and devices may only be powered using metered circuits billed to the owner. Each illegal use of a convenience electric outlet is a violation of this Section 64C and shall be subject to a monetary penalty in accordance these rules.

Form – EVCS Installation, Maintenance, and Indemnity Agreement

**WALNUT CREEK MUTUAL FIFTY-FIVE
EVCS INSTALLATION, MAINTENANCE AND INDEMNITY AGREEMENT**

I/We, _____
Owner(s) of the condominium unit at

_____,
Walnut Creek, CA 94595 (collectively, the "Undersigned") in consideration of the approval of the Mutual), a California nonprofit mutual benefit corporation, of my/our application to allow the installation of an EVCS in the Exclusive Use Common Area of the building located at _____, in Mutual 55.

I/we acknowledge that I/we have read the Mutual Rules and understand its contents and agree as follows:

- 1) The proposed EVCS shall be installed and maintained in full compliance with the Mutual Rules and Alteration Permit # _____ that has been issued by the Mutual for this installation and the Undersigned agree to comply with all terms and conditions set forth in these Rules and Alteration Permit # _____.
- 2) I/we shall indemnify and hold harmless Mutual 55, Golden Rain Foundation of Walnut Creek, and their respective officers, directors, employees, agents, and members, and their respective successors and assigns (hereinafter "Indemnitees," from and against any and all claims, liability, loss, or damage arising from suits, losses, costs, liabilities, interest, attorney's fees, including but not limited to any such fees and expenses incurred in enforcing this Indemnity Agreement (collectively "Damages") resulting from, arising out of or in any connection with the installation, maintenance, operation or removal of the EVCS described in Alteration Permit # _____.
- 3) The planned EVCS under Alteration Permit # _____ shall be installed in the exclusive use common area at _____, Walnut Creek, CA 94595 in the manner and location approved by the Mutual, which is defined under the Declaration of Covenants, Conditions and Restrictions ("CC&Rs") of Mutual to be part of the Mutual's Exclusive Use Common Area.
- 4) If I/we, the Undersigned, sell the Unit, the transferee shall accept in writing the obligations under this agreement or the Undersigned agrees to remove the installation at its own cost and restore the Exclusive Use Common Area to its original condition and in compliance with the Mutual Rules.
- 5) If I/we, the Undersigned, fail to meet its obligation to defend and/or indemnify and save harmless in accordance with this agreement, then in such case Indemnatee shall have full right to defend, pay, or settle said claim on their own behalf with or

without notice to the Undersigned for all fees, costs and payments made or agreed to be paid to discharge said claim.

- 6) In the event of enforcement of said maintenance and indemnification obligations as set forth herein, the Undersigned agrees to pay all reasonable attorneys' fees necessary to enforce said maintenance and indemnification obligations.

THIS AGREEMENT SHALL BE UNLIMITED AS TO AMOUNT OR DURATION and shall be binding upon and inure to the benefit of the parties, their respective successors, assigns, personal agents and representatives.

Dated: _____

Owner's Signature

Owner's Printed Name

Owner's Address

Dated: _____

Owner's Signature

Owner's Printed Name

Owner's Address

Dated: _____

Owner's Signature

Owner's Printed Name

Owner's Address

Form – EVCS Installation Checklist

WALNUT CREEK MUTUAL FIFTY-FIVE EVCS INSTALLATION CHECKLIST

- 1) Plans and specifications clearly indicating where the EVCS is to be located, the brand or manufacturer, technical specifications, and dimensions (i.e., height, width, weight, etc.), as well as structural requirements.
- 2) Proof of Liability Insurance coverage to be renewed annually.
- 3) Fully executed EVCs Installation

34.0 OWNER-INITIATED SOLAR ENERGY SYSTEMS

Solar Energy Systems as defined in these Rules may only be installed by Owners of a unit in the Mutual on the roof top of the condominium building in which the Unit is located and or adjacent carport or garage roof. No other Common Areas in the Mutual may be used for Solar Energy Systems by individual unit owners.

This rule is intended to conform to Civil Code Sections 714, 714.1, and 4746. In the event of any conflict between any provision of this Rule and any applicable statute, the terms of the statute shall prevail and supersede any contrary provisions in this Rule. This Rule shall be effective for all new installations on the date adopted and shall supersede all prior Mutual policies and rules pertaining to Solar Energy System installations.

As used in this Rule, a “Solar Energy System(s)” is any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage and distribution of solar energy; and “Usable Solar Space” is the amount and location of space on a condominium building roof suitable to use for solar panel installations.

34.1 Availability of Common Area Space

The installation of Solar Energy Systems in or on Common Area roofs is subject to a determination of Usable Solar Space, allocation of Usable Solar Space to the numbers of units in the condominium building.

The Usable Solar Space shall be calculated by the solar contractor of each Owner/Applicant in the building, and it shall include a calculation of the square footage available for the Solar Energy System and the equal allocated portion for each Unit in the condominium building.

The Mutual shall not be required to prune or allow pruning or removal of trees and/or shrubs which were planted before the Solar Energy System was proposed. However, trees or shrubs after the installation of the Solar Energy System may not be allowed to grow so as to cast a shadow greater than ten percent (10%) of the collector absorption area upon that collector's surface at any one time between the hours of 10:00 a.m. and 2:00 p.m. local standard time (California Public Resources Code Section 25982). Pruning needs shall be determined and dictated by the landscape or tree experts of the Mutual.

34.2 Application and Approval Process

The installation of a Solar Energy System on a condominium building roof top results in the exclusive use of a portion of the Common Area by a member. The same review and approval process as for other proposed physical changes to Units or Common Area shall be followed, except for mutual owners' vote of approval and other certain modifications as set forth herein. Alteration permit procedures are more fully set forth in these Rules.

- 1) Indemnification and Maintenance Agreement. As a condition of approval of installation of any Solar Energy System within the Common Area, the applicant shall execute a separate "Maintenance and Indemnity Agreement" acknowledging that he or she has read and understands this Rule and representing that the proposed Solar Energy System, its installation and maintenance shall comply fully with this Rule, and further agreeing to indemnify and hold harmless the Mutual, Golden Rain Foundation of Walnut Creek and their respective officers, directors, employees and members from and against any and all claims, allegations, litigation, arbitration or judgments resulting in whole or in part from the installation, maintenance or removal of the Solar Energy System, substantially in the form attached to this Rule.
- 2) Notification to Neighbors. As required by Civil Code 714.1 and 4746, the Owner/Applicant shall notify each Owner of a Unit in the building on which the installation will be located (i.e., those under the same common roof) and the Owner/Applicant shall certify in the application the names and addresses of those notified and the date of the notification. This will be done by the attached form to this Rule or copies of certified return letter receipts from the Post Office.
- 3) President's Review. The application will be prepared with the assistance of the MOD Alterations Department and then submitted to the President for preliminary review. The Director may suggest reasonable restrictions on the installation but may not disapprove the installation.
- 4) Proof of \$1 Million Liability Insurance Policy. The Owner/Applicant will include proof of having a homeowner liability insurance policy providing \$1 million in coverage which includes the Mutual named as additionally insured under the Applicant's homeowner liability insurance policy providing \$1 million in coverage with a right of notice of cancellation. The Applicant must renew this liability insurance annually and provide evidence of annual renewal to MOD.
- 5) Permit Review and Approval. The Board shall review the application for installation of a Solar Energy System to determine whether or not all of the items required on the Solar Installation Checklist Addendum have been included and may offer recommendations, if any, for additional reasonable restrictions within limits prescribed in Civil Code Section 714. The application for installation of a Solar Energy System may be approved or denied by the Board alone.
- 6) City of Walnut Creek Permits. The applicant shall provide satisfactory evidence of compliance with requirements of the City of Walnut Creek and its permits.
- 7) Board Review of Application and Decision. Any decision by the Board on a proposed Solar Energy System installation must be in writing and, if the proposed Solar Energy System is disapproved, the written decision shall include an

explanation of why the application was disapproved. As provided by Civil Code section 714, an application for the installation of a Solar Energy System that is not denied in writing within forty-five (45) days from the date of receipt of the application by the Mutual shall be deemed approved unless that delay is a result of a reasonable request for additional information.

34.3 General Installation Requirements

The following installation conditions shall govern the installation of Owner/Applicant initiated installation of Solar Energy Systems:

- 1) All installations of Solar Energy Systems shall be completed so as not to materially harm or damage common elements of the Mutual, or any other individual Unit or Exclusive Use Common Area, void any warranties held by the Mutual or other owners and/or impair the integrity of a building or structure. The applicant will be responsible for learning the status of the roof warranty from MOD and responsible for following MOD instructions to protect the warranty.
- 2) All portions of a Solar Energy System shall be secured in a manner which does not jeopardize the safety or soundness of any structure and/or the safety of any person within the Mutual. All solar energy systems shall have non- glare panels installed flush to the roof.
- 3) There shall be no penetrations into building structures, not limited to walls and roofs, unless it is absolutely necessary for the installation and operation of the system and/or to avoid an unreasonable increase in the cost of the installation. Any penetrations for wiring or piping for a Solar Energy System shall be properly sealed and waterproofed in accordance with industry standards and building codes in order to prevent moisture penetration and resulting structural damage.
- 4) The Owner/Applicant installing the Solar Energy System shall be responsible for any damage to building elements, Unit interiors or personal property caused by such penetrations even if the Mutual has primary maintenance responsibility for such elements under the governing documents of the Mutual.

34.4 Installation by Commercial Installers

Installation shall only be by a licensed and properly insured installer knowledgeable in the installation of Solar Energy Systems. Prior to installation, the installer shall have insurance coverage that meets the following minimums: (i) Worker's Compensation with minimum coverage required by California law; and (ii) Contractor's General Liability (including completed operations) with policy limits of at least \$500,000.00. The installer must, prior to installation, provide to the Mutual copies of certificates of insurance for the above policies and endorsements which name the Owner/Applicant and the Mutual as additional insureds.

34.5 Safety

Solar Energy Systems shall be installed and secured in compliance with manufacturer's instructions and all City of Walnut Creek, State of California and Federal ordinances, regulations, and laws.

A Solar Energy System for heating water shall be certified as to all system components and the installation thereof by the Solar Rating & Certification Corporation" or other nationally recognized certification agency.

A Solar Energy System for producing electricity shall also meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronic Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL TM) and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

To ensure the safety of individuals and allow safe access to the physical plant of the Mutual, Solar Energy Systems shall not obstruct access to or from any Unit, walkway, or ingress or egress into any area of the Mutual.

In approving the installation of any Solar Energy System, the Board is entitled to rely upon the representation of the Owner/Applicant or his or her contractor that the system fully complies with the safety criteria set forth in this Rule. Should the Board later determine that the equipment is not in conformance with such criteria, the Board may require the Owner/Applicant to remove the Solar Energy System or modify it so that it follows such criteria.

34.6 Maintenance

Owner/Applicant of a Solar Energy System is solely responsible for all associated costs, including but not limited to: replacement, repair, maintenance, moving and/or removal of the Solar Energy System or any of its components; repair and/or replacement of any property damaged by the installation, maintenance and/or use of the Solar Energy System; payment of any medical expenses incurred by persons injured by the installation, maintenance and/or use of the Solar Energy System; and/or restoration of Solar Energy System sites to their original condition after removal.

Owner/Applicant shall not permit his or her Solar Energy System to become a hazard or fall into disrepair. Owner/Applicant shall be responsible for correction of any safety hazards and Solar Energy System repair and/or replacement. Owner/Applicant shall be responsible for the cost of repainting or replacement of the visible ancillary components of the Solar Energy System, such as conduits, plumbing and supports, if deterioration occurs, whether performed by the Mutual or outside contractor.

Owner/Applicant shall be responsible for any increased costs incurred by the Mutual in maintaining or repairing the Common Area or those portions of a Unit or Exclusive Use Common Area which the Mutual is responsible under the Governing Documents for

maintaining or repairing which are caused by the presence of a Solar Energy System on the Common Area.

If it is necessary to temporarily remove a Solar Energy System or some of its components so that the Mutual may perform required maintenance or repairs to the Common Area, the Owner/Applicant of the Solar Energy System shall be responsible, at his or her sole expense, for removing and reinstalling the system after the maintenance or repair is completed. Unless there is an emergency, notices to the Owner/Applicant regarding removal shall be in writing sent by certified mail at least fifteen (30) days prior to the date removal is required. If the Owner/Applicant fails to remove a Solar Energy System or a system component when requested to permit necessary maintenance or repairs, the Mutual may remove the system or component and charge the cost of such removal to the Owner/Applicant. So long as the Mutual uses reasonable care in removing and reinstalling the Solar Energy System or any component thereof, the Mutual shall not be responsible for any damage caused to the system or component by such removal or reinstallation.

34.7 Resale or Transfer of Owner's Unit

Upon resale or transfer of any Owner/Applicant's interest in his or her Unit which has a permitted Solar Energy System, the buyer or transferee (as the case may be) shall assume in writing all of the Owner/Applicant's duties and responsibilities as outlined in this Rule and shall execute an additional Maintenance and Indemnity Agreement prior to close of escrow.

34.8 Removal of Solar Energy System

If a buyer or a transferee does not agree in writing to assume responsibility for the Solar Energy System, the Owner/Applicant must remove the Solar Energy System and restore the area where the Solar Energy System had been located which shall be in accordance with the Removal Procedures attached hereto. Should an Owner/Applicant fail to remove the Solar Energy System when required, the Mutual may remove the Solar Energy System at the Owner/Applicant's expense.

Form – EVCS Installation, Maintenance, and Indemnity Agreement

WALNUT CREEK MUTUAL FIFTY-FIVE SOLAR ENERGY SYSTEMS MAINTENANCE AND INDEMNITY AGREEMENT

I/We (name) _____ Owner(s) of the
condominium unit at (address) _____
Walnut Creek, CA 94595 (collectively, the "Undersigned") in consideration of the
approval of Mutual 55 (the "Mutual"), a California nonprofit mutual benefit corporation,
of my/our application to allow the installation of a solar energy system in the common
area of the building located at _____
in Mutual 55, I/we acknowledge that I/we have read Walnut Creek Mutual Fifty-Five's
Rule, Owner-Initiated Alterations, Solar Energy System ("Rule 61.0"), understand its
contents and agree as follows:

- 1) The proposed solar energy system shall be installed and maintained in full
compliance with the Mutual's Rules and Alteration Permit # _____ that has
been issued by the Mutual for this installation and the Undersigned agree to comply
with all terms and conditions set forth in these Rules, and Alteration Permit #
_____.
- 2) I/we shall indemnify and hold harmless Mutual 55, Golden Rain Foundation of
Walnut Creek, and their respective officers, directors, employees, agents, and
members, and their respective successors and assigns (hereinafter "Indemnitees,"
from and against any and all claims, liability, loss, or damage arising from suits,
losses, costs, liabilities, interest, attorney's fees, including but not limited to any
such fees and expenses incurred in enforcing this Indemnity Agreement
(collectively "Damages) resulting from, arising out of or in any connected with the
installation, maintenance, operation or removal of the solar energy system
described in Alteration Permit # _____.
- 3) The planned solar energy system under Alteration Permit # _____ shall be
installed on the common-area roof of the building at _____,
Walnut Creek, CA 94595 in the manner and
location approved by the Mutual, which roof is defined under the Declaration of
Covenants, Conditions and Restrictions (CC&Rs) of Mutual 55 to be part of the
Mutual's common area.
- 4) Should the Undersigned sell the unit; the transferee shall accept in writing the
obligations under this agreement or the Undersigned agrees to remove the
installation at its own cost and restore the common area to its original condition and
in compliance with these Rules.
- 5) Should the Undersigned fail to meet its obligation to defend and/or indemnify and
save harmless in accordance with this agreement, then in such case Indemnatee
shall have full right to defend, payor settle said claim on their own behalf with or

without notice to the Undersigned for all fees, costs and payments made or agreed to be paid to discharge said claim.

- 6) In the event of enforcement of said maintenance and indemnification obligations as set forth herein, the Undersigned agrees to pay all reasonable attorneys' fees necessary to enforce said maintenance and indemnification obligations.

THIS AGREEMENT SHALL BE UNLIMITED AS TO AMOUNT OR DURATION and shall be binding upon and inure to the benefit of the parties, their respective successors, assigns, personal agents, and representatives.

Dated: _____

Owner's Signature

Owner's Printed Name

Dated: _____

Owner's Signature

Owner's Printed Name

Dated: _____

Owner's Signature

Owner's Printed Name

Dated: _____

Owner's Signature

Owner's Printed Name

Form – Solar Installation Checklist

WALNUT CREEK MUTUAL FIFTY-FIVE SOLAR INSTALLATION CHECKLIST

Documents required to be attached to application:

- 1) Manufacturer's spec sheet of solar panels (similar to Sun Power X20- 250-BLK BC); only non- glare panels will be approved
- 2) Survey of usable solar roof area showing dimensions and placement of installation
- 3) Engineering drawings of proposed installation with placement of panels flush to roof as high as practical to roof ridge
- 4) Dimensioned plans showing location of the following
 - a) Solar panels
 - b) Routing of electrical/plumbing lines
 - c) Placement of sub-panels within Unit
- 5) Detailed engineering drawings showing roof penetrations for the following:
 - a) Electrical/plumbing lines and flashing
 - b) Attachment of panels
 - c) Method of affixing panel brackets and flashing to roof
- 6) Proof of liability insurance coverage, to be renewed annually
- 7) Solar installation warranty; minimum 10-year warranty on installation workmanship
- 8) For roofs that have an existing warranty, written approval by Mutual's roofing contractor or roofing consultant of roof penetrations.
- 9) Final inspection checklist:
 - a) Visible ancillary components, such as conduits, plumbing and supports painted to match exterior of adjacent structures (unless such painting would void a manufacturer's warranty).
 - b) Solar panels mounted flush with roof surface, with all rooftop installations blending into the roof color as much as possible.
- 10) Proof of Notification of owners of condos in the same building

Form – Solar Removal Checklist

WALNUT CREEK MUTUAL FIFTY-FIVE SOLAR REMOVAL CHECKLIST ADDENDUM

When it is necessary to remove solar energy systems from Mutual 55 roof tops, the building structure should be returned to its pre-solar installation condition, as follows:

- 1) Owner of installation shall obtain an alteration permit for removal. This assures that the work is done by a licensed contractor with appropriate insurance, and in accordance with all permits and legal requirements.
- 2) Obtain Walnut Creek city permit (if required).
- 3) After removal of the solar energy system, remove roofing and plywood in areas previously covered by the panels, if required by Mutual 55's Building Maintenance Manager.
- 4) If deemed necessary by Mutual 55, install new roofing system matching the pre-existing roofing design, although color match may not be possible.
- 5) Patch all holes in the interior ceiling, if deemed necessary by the Mutual, and other penetrations where solar panel appurtenances were installed.
- 6) Inspect exterior of structure, utility/meter closets and electrical panels for penetrations and repair them.
- 7) Properly dispose of all materials outside Rossmoor.
- 8) All work shall be done to the satisfaction of Mutual 55
- 9) Satisfy all other requirements imposed by Mutual 55

Form – Solar Energy System Owner Notification

**WALNUT CREEK MUTUAL FIFTY-FIVE
SOLAR ENERGY SYSTEM OWNER NOTIFICATION FORM**

Name of Applicant: _____

Date of Request: _____

Notification of each owner of condo in building at: _____

Dated: _____

Owner's Signature

Owner's Printed Name

Owner's Address

Dated: _____

Owner's Signature

Owner's Printed Name

Owner's Address

Dated: _____

Owner's Signature

Owner's Printed Name

Owner's Address

Dated: _____

Owner's Signature

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Owner's Address