

# **Walnut Creek Mutual No. Fifty-Nine**

## **RULES**

**If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. 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.**

# **WALNUT CREEK MUTUAL**

**FIFTY-NINE**

# **RULES**

Adopted September 9, 2008  
Revised May 12, 2015  
Revised July 10, 2018  
Revised September 11, 2018

## **PREFACE**

These rules are furnished to owners, residents and lessees to provide a description of the rules and regulations established by Walnut Creek Mutual Fifty-Nine.

Rules may be changed by the Mutual Board of Directors (Board) when it deems it appropriate.

These rules are not all-inclusive, and if they conflict with the Articles of Incorporation, Bylaws, or Declaration of Covenants, Conditions and Restrictions (CC&Rs), or any current laws or legislation, the latter take precedence.

Please retain this copy of the Rules, together with the other legal documents mentioned above. Please also give these to your successor.

## DEFINITIONS

**Alteration:** Any change made by an owner to a component in the common area, exclusive use common area, or the individual unit. Except as provided in Section 1.0, alterations must be approved by the Board of Directors of Mutual Fifty-Nine.

**Common Area:** All of the property comprising the Project that is owned by all of the Owners in common, but excluding the Units.

**Declaration of Covenants, Conditions and Restrictions (CC&Rs):** Creates a Common Interest Development (CID), which couples a separate interest with an interest in the common area. The Declaration, a condominium plan and a parcel map are recorded with Contra Costa County.

**Exclusive Use Common Area:** A portion of the Common Area that is set aside for the exclusive use of one or more, but fewer than all, of the owners, and is appurtenant to the unit(s), e.g., decks, balconies, patios, automobile parking spaces, and storage spaces, and is assigned to a unit.

In addition to the appurtenant portions, exclusive easements for supplemental parking spaces and golf cart parking spaces may be owned by the owners of certain units; these are also Exclusive Use Common Areas, but are not appurtenant. Drawings of these spaces are attached to the recorded CC&Rs.

**Governing Documents:** The CC&Rs and any other documents, such as Bylaws, Articles of Incorporation, and these Rules, which govern the operation of the Mutual.

**Unit:** An individual unit, which is the interior space contained within the interior surface of the perimeter walls, floors, and ceilings; windows and window frames, doors, door frames and trim, and includes the utility installations, fixtures, and appliances within its boundaries; the fixtures (oven, washer, etc.); the heating and air conditioning equipment; lighting and plumbing; and the like. Please see the CC&Rs for a complete list.

# WALNUT CREEK MUTUAL FIFTY-NINE RULES

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## 1.0 ALTERATIONS

### **ALTERATIONS TO MUTUAL COMMON AREAS OR THE EXTERIOR OF A MANOR AND OTHER STRUCTURAL CHANGES**

Without submitting an alteration application and getting the approval of the Mutual Fifty-Nine Board, no owner may make any alteration to:

- The common area or a common area component; or to
- Exclusive use common area or an exclusive use common area component, if it is maintained by the Mutual.

An alteration application and approval of the Mutual Fifty-Nine Board is specifically required for the installation or modification of electrical outlets in garages and all upgrades, additions and/or modifications to the common area electrical system to accommodate Electric Vehicle Charging Stations and/or recharging of electric or hybrid vehicles. To the extent applicable, compliance with the Mutual's Use Restrictions concerning Vehicles and Parking (see Section 12.8 of the Rules) and Electric Vehicle Charging System Rule (Section 16.0 of the Rules) shall also be required.

All costs for owner alterations are the owner's responsibility, including any repair or reconstruction costs to the unit and common or exclusive use common area that arise because of the alteration.

Owners are responsible for the differential maintenance costs to the Mutual resulting from the alteration and for the repair and replacement costs of the alteration itself.

If the alteration interferes with the Mutual's ability to maintain Mutual property, the owner may be responsible for all maintenance, repair and replacement of the affected Mutual property, without any offset for the "standard" maintenance that will no longer be performed by the Mutual for that unit.

### **ALTERATIONS THAT HAVE NOT BEEN APPROVED:**

If an alteration is discovered that has not been approved, the owner has the option of:

- Removing the alteration and returning the area to its original configuration to the Mutual's satisfaction, including any upgrades necessary to meet the City of Walnut Creek's building code. The owner is responsible for all costs associated with the removal and restoration.
- Submitting an alteration application to the Board for approval (see Alteration Approval Procedure next). The owner is responsible for all costs associated with getting the alteration approved.

## 1.0 ALTERATIONS

The Board will establish a reasonable time limit for the owner to complete this effort.

If the owner does not comply, the Board will hold a hearing and may, at its discretion, employ a contractor to complete one or the other of the foregoing options at the owner's expense.

The Board may also impose a fine on any owner who undertakes an alteration without first obtaining an approved alteration application. (See Policy 5.5)

### **ALTERATIONS INSIDE A UNIT:**

Generally, cosmetic alterations to the interior of a unit do not require the Board's approval. Interior alterations that affect the structural integrity or safety of the building, such as plumbing alterations or hard-wired appliances, require the approval of the Board. Even if such changes do not require Board approval, they may require a City of Walnut Creek permit. It would be prudent for owners to consult with the Board before proceeding with any interior changes. The Mutual is not responsible for maintenance, replacement or repair of interior alterations.

Alterations which require the Board's approval include:

1. Installation of hard surfaced flooring, including hardwood, laminates, plastic or vinyl, tile, or surfaces that transmit sound and/or vibration. The Board will not approve applications to install hard surfaces on floors in second and third floor units.
2. Coverings for balcony and porch decks, such as indoor-outdoor carpeting.
3. Balcony shades (only Sunset Solar shade in almond brown tweed).
4. Doors. The Board will not approve applications to change exterior doors.
5. Hose bibs for first floor balconies (with concrete flooring, and next to hose outlet).
6. Electrical rewiring.

### **ALTERATION APPROVAL PROCEDURE:**

1. Discuss plans with Board. It is also suggested that the documents "Alterations: A Step-By-Step Guide" and "What Seniors Should Know Before Hiring a Contractor" be obtained from MOD.
2. Obtain an Alteration Agreement from the Mutual's Property Manager, GRF's Mutual Operations Division (MOD).
3. Submit plans and specifications to the Property Manager and execute the Alteration Agreement, which will be sent to the Board for approval. The owner must pay the appropriate fee when the application is approved by the Board.
4. If the alteration requires a building permit from the City of Walnut Creek Building Department, the owner is responsible for obtaining the permit and paying any fees to the city.



## 1.0 ALTERATIONS

### 1.1 ANTENNAS AND SATELLITE DISHES

This document sets forth the Mutual Fifty-Nine rules for installation and maintenance of satellite dishes and antennas, pursuant to Section 207 of the Federal Telecommunications Act of 1996 and the Declaration of Covenants, Conditions and Restrictions of Mutual Fifty-Nine, as amended from time to time.

#### 1.1.1 ANTENNA TYPE AND SIZE

For the purposes of these Guidelines, the term “antenna” means any direct broadcast system (DBS) satellite dish, wireless cable antenna system (MDS or MMDS), fixed wireless device (voice/data disk), television broadcast antenna system (TVBS, including any high definition television antenna (HDTV)), and any component of or addition to such antenna, including, without limitation, poles, masts, tripods, brackets, cables, or wiring.

These Guidelines apply to DBS, MDS and MMDS antennas designed primarily for video reception and fixed wireless devices that are one (1) meter or less in diameter or diagonal measurement, and to TVBS antennas sufficient in dimension to receive an acceptable quality signal in the local viewing area. Larger antennas or antennas used for purposes other than for video, voice or data signals are not permitted.

#### 1.1.2 NOTIFICATION

Fourteen (14) days in advance of the proposed antenna installation date, owners are asked to notify the Mutual of their intent to install an antenna. Owners are encouraged to work with the Mutual to determine the most suitable location for the antenna pursuant to these Guidelines.

#### 1.1.3 INSTALLATION

Antennas may only be installed on owners’ balconies, verandas, decks, and/or patios and must be placed in the least obtrusive location possible that does not unreasonably delay the antenna’s installation, or unreasonably interfere with the user’s ability to obtain an acceptable quality signal (“preferred location”). Depending on the orientation of a particular deck or patio, the Mutual’s preferred location might be below the level of the balcony, veranda, deck and/or patio railing, to the rear of the balconies, verandas, deck, and/or patios, away from neighboring manors’ balconies, verandas, decks, and patios, or screened by a deck or balcony overhang. No part of the antenna (including brackets, tripods or masts)

## 1.0 ALTERATIONS

may extend upwards, downwards or sideways into the common area air space located beyond the vertical and horizontal planes of the balcony, veranda, deck and/or patio area(s).

If an acceptable quality signal can be received by placing the antenna inside the owner's manor, without an unreasonable increase in delay or cost, then indoor installation is preferred. In the case of a fixed wireless device, if similar services of reasonably similar cost and speed are available over in-ground systems (e.g., DSL or broadband services), then fixed wireless devices may be restricted or prohibited.

To the maximum extent reasonably possible, wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is mounted or placed. Where not unreasonable to do so, the antenna shall be painted to blend into the background to which it is mounted or placed, and any tripod or mast shall be painted to match the antenna mounted on it. No antenna may be installed in a manner that penetrates any surface of a deck or patio or adjacent exterior wall.

The Mutual may require the owner to screen the antenna, at the owner's expense, if doing so does not unreasonably delay the antenna's installation, unreasonably increase the cost of its installation, maintenance or use, or unreasonably interfere with the user's receipt of an acceptable quality signal.

All antenna installations shall be made in accordance with applicable building, fire, electrical and related codes. No antenna shall be permitted that unreasonably interferes with the reception or transmission of video, voice, data or radio signals for another manor or, if applicable, the common area.

Fixed wireless devices must be professionally installed and labeled in accordance with federal law. The installation or use of any fixed wireless device in a location or manner that exceeds federal health and safety standards is prohibited.

### 1.1.4 INSPECTION

The Mutual may, following written notice to the owner, enter the owner's manor and balcony, veranda, deck and/or patio to inspect the antenna to ensure that it was installed in the least obtrusive location and manner possible and in accordance with these Guidelines. If the Mutual determined that the antenna could have been installed in a preferred location, the Mutual may require the owner, at the owner's expense, to

## 1.0 ALTERATIONS

move the antenna to that location or to change the manner of its installation.

### 1.1.5 MAINTENANCE, REPAIR AND REMOVAL

The owner shall be responsible, at the owner's sole expense, for the maintenance and repair of any antenna and for any damage that results from the installation, relocation or removal of any antenna.

It shall be the owner's responsibility to remove the antenna if, in the sole discretion of the Mutual, the owner fails to maintain the antenna to the Mutual's minimum architectural standards, if the antenna creates a safety hazard, or if for any reason the Mutual must maintain, repair, or replace the area where the antenna is installed. Except in emergency situations, the Mutual shall notify the owner at least seventy-two (72) hours in advance of the need to remove the antenna. The cost of removing and, if applicable, replacing the antenna shall be the responsibility of the owner. The owner shall permanently remove any prohibited antenna.

Should an owner fail to remove the antenna upon the Mutual's request, the Mutual may, to the extent and in the manner permitted in the governing documents, enter the owner's manor and balcony, veranda, deck and/or patio and remove the antenna. The Mutual shall not be responsible for any damage to the antenna or loss of signal incurred in removing the antenna. The owner shall be responsible for any expense the Mutual incurs in removing the antenna, and the Mutual may recover such expenses in any manner allowed by law or the governing documents. If the Mutual must remove the antenna, the Mutual shall not be responsible for replacing it.

## 1.2 INSPECTIONS

Mutual Fifty-Nine provides for inspections of the exterior and structural components of all buildings at least once every three years, as a basis for meeting the reserve study requirements of the Civil Code. Qualified independent inspectors or architects who report directly to the Board make these inspections. The Board will rely on their judgment as to the timing, priority, and scope of work to repair, replace, restore, or maintain the major components for which the Mutual is responsible.

Mutual Fifty-Nine does not conduct periodic interior inspections in the preparation of the reserve study.

## **2.0 COMMERCIAL ACTIVITIES AND CONSTRUCTION**

### **2.1 COMMERCIAL ACTIVITIES**

No commercial activities may be conducted in the common area.

If commercial activities are conducted in a unit, there may be no external evidence of any business activity, including signage or traffic, e.g., receiving clients in the home.

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

### **2.2 CONSTRUCTION MATERIALS AND DEBRIS**

No portion of the Mutual shall be used for the storage of building materials other than in connection with approved construction. All construction debris shall be picked up and deposited daily in an appropriate container, not in the Mutual trash containers.

### **2.3 MACHINERY AND EQUIPMENT**

Except as approved by the Board, no machinery or equipment of any kind shall be maintained or operated within the Mutual except as is customary and necessary in connections with approved construction.

### **2.4 WORK SITE RULES**

The following rules apply to residents, contractors, owner-contractors and other service providers employed by residents. Contractors should be made aware of these rules by residents before they submit an estimate for a job. Any exceptions to these rules require the authorization of a Mutual Director.

1. Normal work hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays; operating noisy equipment or doing other work that disturbs neighbors outside these hours is not permitted.
2. Building utilities (including elevators) may not be interrupted without permission from a Mutual Director.
3. Walkways and stairways must be kept clear.

## 2.0 COMMERCIAL ACTIVITIES AND CONSTRUCTION

4. All job debris must be removed daily and the common area swept clean; do not discard any waste in the Mutual's trash containers.
5. Park vehicles in marked parking areas; do not block garage doors or carports.
6. Protect landscaping and paint finishes from all work activities; report any damage to a Mutual Director.
7. Do not operate radios, etc., so they can be heard outside a manor.
8. Contractor License (Pocket Copy okay) and Liability Insurance policy copy (current) must be filed with MOD for every job.
9. Vehicles (insured) will never be parked in a fire lane (red curb area), may be parked in entry guest parking space only by written permission of MOD, will never be left in Rossmoor overnight and must never block access to a carport, laundry and/or dumpster room.
10. Noise/jarring to/on ceilings, walls and air space of adjacent manors is strictly prohibited except when all residents in the manor(s) affected are informed as to time and duration. This information is good for one day only. For a new occurrence, repeat the procedure. Any damage liability is strictly the contractor's.
11. Costs incurred by the Mutual due to enforcement efforts and/or correction efforts arising from contractor failure to fully comply with all requirements may be referred to Small Claims Court and may block the next permit request(s) from that contractor.

## **3.0 COMMITTEES**

### **3.1 STANDING COMMITTEES**

The following are the Mutual's Standing Committees:

- Finance
- Landscape
- Emergency Preparedness
- Swimming Pool

Within one month after the annual meeting, the President will appoint, and the Board will approve, chairpersons of the Standing Committees to one-year terms. The committee chairpersons will recommend, and the Board will approve, additional candidates to serve on their committees, as required.

### **3.2 NOMINATING COMMITTEE**

The President, with the approval of the Board, will appoint annually a Nominating Committee that will propose a candidate(s) for each vacancy on the Board of Directors that will be voted on at the Annual Meeting.

## **4.0 EMERGENCIES**

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. See the Rossmoor phone directory for the telephone numbers.)

Residents should be aware that payments may be required for certain kinds of emergency help.

### **4.1 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.

### **4.2 FIRE AND 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 directory for help with other property emergencies; for example, a power failure, broken water pipe, inoperative elevator, or potentially hazardous conditions. If the emergency number is not responsive for any reason, call Public Safety (telephone number listed in the Rossmoor telephone directory) to report the emergency.

## 5.0 FINANCIAL ACTIVITIES

### 5.1 DELINQUENCIES

#### 5.1.1 DELINQUENT ASSESSMENTS

Assessments are due on the first day of each month. Payments may be made by mailing the payment in the envelope provided with the monthly coupon or putting it in the drop box at the Administration Office in the Gateway Complex, or by bank direct deposit. The Mutual only mails statements to accounts that are delinquent; statements are not mailed to accounts that are current or have a credit balance.

All regular and special assessments that have not been processed and posted to accounts by 5:00 p.m. on the 15<sup>th</sup> day of the month (the next working day, if the 15<sup>th</sup> falls on a Saturday, Sunday, or holiday) are delinquent and will incur the following late charges:

Payment not received by due date	\$15
Payment two months in arrears	\$30
Payment three or more months in arrears	\$45

All payments received are first applied to the principal owing, to the oldest outstanding item first, then the remaining amount is applied to late fees, interest at ten percent (10%) per annum, and any other charges that have been levied each month, as applicable. This will be done until the account balance is paid in full.

It is the Mutual's policy not to waive late fees, interest or other charges. It is the owner's responsibility to allow sufficient time to drop off or mail the monthly assessment, have it processed and posted to accounts by the 15<sup>th</sup> day of the month.

The Mutual will follow the procedures prescribed in the CC&Rs and in Civil Code Sections 1367 and following concerning the collection of delinquent assessments.

#### 5.1.2 DISPUTES INVOLVING COLLECTION OF ASSESSMENTS

If an owner disputes an assessment, fee and/or cost, the owner may protest and seek resolution as provided by law.

### 5.2 FINANCIAL ACTIVITIES

#### 5.2.1 AUTHORIZATION FOR EXPENDITURE OF FUNDS



## **5.0 FINANCIAL ACTIVITIES**

The Board's approval of an annual operating budget includes authorization for the Property Manager (P/M) to commit Mutual Fifty-Nine funds for budgeted activities, except as noted:

1. Contracts and orders over \$5,000 must be submitted to the Board for approval. P/M will use competitive bidding when prudent business dictates and when awarding contracts or orders for amounts estimated to exceed \$5,000.

All billings for legal services must be presented to the President for approval before payment is made.

2. Unless specifically exempted in writing to the P/M, non-emergency, mutual-billable building maintenance activities must be pre-approved by a Board member. Items approved between Board meetings will be brought to the attention of the Board at the next meeting.

In the absence of a Board member, the Director of Mutual Operations is authorized to expend Mutual funds in the event of an emergency.

### **5.2.2 SOCIAL FUND ACCOUNT**

In order to accept and disburse money for Mutual social activities, the Chief Financial Officer is authorized to open and maintain a Social Fund account with a local financial institution in accordance with its signature card and account agreement. Any other Director of the Mutual will be the alternate signature authority for the Social Fund account.

### **5.2.3 OPERATING FUND**

In order to accept and disburse money for Mutual operating activities, the Mutual will open an Operating Fund account with a local financial institution in accordance with its signature card and account agreement. The Chief Financial Officer (via facsimile signature) will be the signature authority on this account. All monthly assessment payments and other receipts will be deposited into this account and all checks written by the Mutual to pay the Mutual's bills to third parties will be made from this "consolidation" account.

## **5.0 FINANCIAL ACTIVITIES**

### **5.2.4 REPLACEMENT RESERVE FUND**

The Board approves a monthly assessment to maintain a Replacement Reserve Fund (Reserve Fund), based upon a reserve study prepared in accordance with the requirements of law.

The Reserve Fund is used to rehabilitate and replace major components, which are defined in the Reserve Study, and to meet emergencies.

To the extent possible, it is the Mutual's policy to maintain a balance in the Reserve Fund that will permit it to meet anticipated funding needs without having to levy special assessments. Interest earned on Reserve Fund investments will be deposited in the Reserve Fund.

The Board must approve expenditures from the Reserve Fund. Checks written on the reserve account require two authorized signatures, at least one of which must be by a member of the Board. Any director may co-sign the check transferring money from the Reserve Fund to the Operating Fund, after the reserve expenditure has been approved by the Board.

### **5.2.5 FINANCIAL REPORT**

The Mutual contracts with a CPA to conduct an audit of the Mutual's financial records every three years with financial reviews in the intervening years. A copy of the audited or reviewed financial report shall be distributed to each owner.

## **5.3 INVESTMENTS**

To comply with California Civil Code §1365.5, separate bank/investment accounts will be maintained for operating and reserve funds.

All Mutual funds will be deposited in accounts insured by the Federal Deposit Insurance Corporation (FDIC). Excess operating or reserve funds may be invested only in instruments backed by the full faith and obligation of the United States Government: U.S. Treasury Bills (investments of less than one year); or U.S. Treasury Notes (investments more than one year). Investments will not be made in U.S. Government securities that mature more than three years from the purchase date.

Proceeds from reserve investments that mature or are liquidated will be deposited into the reserve fund. The redesignation of funds or funds transferred to purchase new investments does not require two signatures.

## 5.0 FINANCIAL ACTIVITIES

The Mutual delegates authority to the Chief Financial Officer to make investments based upon the timing of forecasted cash expenditure needs and in accordance with the above-state guidelines.

### 5.4 SCHEDULE OF FINES

The following fines may be imposed on any member found in violation of the Mutual's Rules, Bylaws or CC&Rs except those specified elsewhere in these policies. It is every member's responsibility to make themselves aware of the Mutual's policies as well as the fines shown below.

When any violation is observed or reported and then confirmed, the following procedure will be followed:

- The responsible member will be notified. Notification can be through any of the following; personal contact, phone call, or a letter of warning.
- The responsible member will be notified of the time allowed to correct the violation.
- If the responsible member does not correct the violation within the time allowed, then a letter stating the Board's intent to impose a fine, including the amount of the fine, will be sent to the member. This letter will include notice that the member may appeal this fine before it is imposed by appearing in person or by sending a written appeal to the Board of Directors. Generally, this appeal would take place at the next regularly scheduled meeting of the Board of Directors of the Mutual.
- Failure of the responsible member to appear before the Board without reasonable excuse shall not deprive the Board of being able to act on the violation. If the responsible member does not appeal the proposed fine, either in person or in writing, then the Board may decide to either reverse, reduce, or impose the fine.
- The responsible member will be notified of the Board's decision by certified mail within 15 days of the Board's taking action.

Any fines imposed by the Board will be due and payable on the 1<sup>st</sup> of the month or 30 days after assessment whichever period of time is longer. Payment for a fine which is 30 days overdue will be assessed a late charge of \$10 per month until paid. This amount will be separate and in addition to any late charges for unpaid assessments which may be on record.

## **5.0 FINANCIAL ACTIVITIES**

When any fine is more than three (3) months past due the Mutual may seek legal action. This may include Alternative Dispute Resolution or Small Claims Court. All court fees will be charged to the responsible member.

If a judgment is awarded through Small Claims Court, the Mutual may refer the matter to a collection agency. Any collection fees will be charged to the responsible member.

### **FINES**

#### **Parking Violation Fines**

Members who violate the Mutual's parking rules will be subject to the following fine(s):

First offense	Warning Notice (either by Mutual or Public Safety)	
Second offense (same violation within 3 months)		\$ 25
Third offense (same violation within 3 months)		\$ 50
Subsequent offenses (same violation within 3 months)		\$100

#### **Other Violations of Mutual Policies, Bylaws, CC&Rs**

After notice and time frame expires	\$ 75
Same violation within 3 months	\$150

#### **Unauthorized Occupancy (no Board-approved lease agreement)**

From date that Board becomes aware of violation \$50/day until corrected  
(See also Rule 13.0)

#### **5.4.1 LATE FEES AND INTEREST**

Notwithstanding the fines schedule established in Section 5.4 or any monetary assessments established elsewhere in these Rules, any enforcement or reimbursement assessments not paid within 30 days will accrue a late fee equal to 5% of the balance due, and interest at the rate of 10% per annum.

### **5.5 UNAUTHORIZED ALTERATIONS**

At any time that the Board of Directors of the Mutual becomes aware of alterations to a manor that have been undertaken without an approved Alteration Application Permit, the Board may fine the owner of that manor an amount up to but not to exceed three (3) times the current amount of the required Alteration

## **5.0 FINANCIAL ACTIVITIES**

Application Permit. Additionally, the Board may require the owner of the manor to restore the manor to its original condition as part of the Alteration Application approval process.

## **6.0 INSURANCE**

### **6.1 INSURANCE POLICIES MAINTAINED BY THE MUTUAL**

As provided by Article 9 of the Bylaws, the Board procures and maintains several insurance policies, including a master property insurance policy covering the full insurable replacement value of the Common Area.

### **6.2 DEDUCTIBLE ON BLANKET PROPERTY INSURANCE**

Mutual Fifty-Nine contracts with other mutuals to participate in a deductible-allocation agreement on a blanket property insurance policy, excluding the deductible related to earthquake damage. The Mutual is responsible for the first \$10,000 of the deductible for damage from a covered occurrence in the Mutual. The Mutual will contribute a pro-rata share (based on number of units) of the deductible for a covered loss in any other of the participating Mutuals, for the deductible amount up to \$100,000.

The Director of Mutual Operations is authorized to withdraw funds from the Mutual's operating account to fulfill the Mutual's share of this contribution in the event of a loss covered under this agreement without the Board's approval. Notice of a withdrawal under this provision will be made to the Board as soon as possible after an occurrence.

The contribution for the deductible is limited to the items more-clearly defined in the Agreement to Share the Deductible. The Agreement will be void if less than 85% of the manors managed by P/M are not signatories to the Agreement, and the Agreement requires each Mutual's Board to ratify the agreement annually.

For the covered perils under the property insurance policy (fire, flood, wind, wind-driven rain), built-in fixtures, wall coverings, paint, installed carpets, etc., are insured under the Mutual's blanket property insurance policy and are considered part of the building structure, not personal property, for insurance purposes. If damaged by a covered peril, they are covered at replacement value.

If an owner's property is damaged by the failure of a building component that the Mutual maintains, such as a rain leak, the Mutual is liable to the owner for the depreciated value of any personal property damaged because of the building component failure.

### **6.3 LOSSES TO PERSONAL PROPERTY IN A UNIT CAUSED BY A DEFECT IN THE BUILDING STRUCTURE.**

Subject to review by the Board in each case, the Mutual may help cover uninsured losses to personal property when the damage is caused by a defective building structure (for example, damage caused by water entering through a leaky roof or a crack in a floor slab). The Mutual will share costs with the owner according to the insurance industry standards.

## **6.0 INSURANCE**

### **6.4 OWNER'S PERSONAL INSURANCE**

The Mutual is not responsible for, and does not insure, the contents of the units. Each owner is responsible for this, as well as whatever other insurance—liability, worker's compensation, etc.—the owner may desire. Each owner is encouraged to consult with an insurance professional as to this other insurance. As provided in the CC&Rs, damage to or destruction of the contents of the unit from a property or casualty loss are the responsibility solely of the owner. Please see the CC&Rs with respect to insurance.

## **7.0 LANDSCAPING**

### **7.1 LANDSCAPING**

Landscaping is done by the Mutual as part of its maintenance responsibility. No owner may change the landscaping in any way. Owners are responsible for plants in their Exclusive Use Common Areas. See Policies 9.4 and 9.5.

### **7.2 TREE OR SHRUB REMOVAL AND TRIMMING**

The Board may approve a resident's request to have a tree or shrub removed if it is:

- Dead, dying or seriously diseased
- An immediate or future hazard to people or property
- Unsightly because of age or damage
- Not harmonious with good landscape design
- Permitted by the City of Walnut Creek

Residents may not top, prune, thin, or cut any tree or shrub; requests to have such work done by the Mutual must be submitted to the Board in writing. The request should include separate statements from neighbors affected by the proposed topping, pruning, removal, etc., saying that they do not object to the proposed action. The Board will not approve the topping of any tree.



## **8.0 LEASING**

### **8.1 OCCUPANCY OTHER THAN BY OWNER**

As provided in the Bylaws, all Residents and other occupants shall be subject to the Senior Housing Residency Restrictions. A manor may be rented or leased for a period of not longer than twelve months. Requests to rent or lease must be approved by the Board of Directors.

Not more than two units in any building shall, at any particular time, be leased or rented or occupied by anyone other than an Owner. Owners are referred to the Bylaws for further information concerning leases.

### **8.2 PROCEDURE FOR PROCESSING LEASES**

Owners must obtain written approval from Mutual Board before executing a Rental or Lease Agreement. Approval may be requested by submitting a Request to Lease to the Board, together with whatever other information and documentation the Board may request.

If the lease request is approved, the owner will submit the Lease Agreement and the approved Request to Lease form to the Member Services Department for approval by the Mutual.

A copy of Mutual 59's Rules and the governing documents will be given to the lessee (for a fee), who will sign for their receipt.

## **9.0 MAINTENANCE**

### **9.1 MAINTENANCE RESPONSIBILITY**

Certain repair and maintenance activities are the responsibility of the Mutual and others are the responsibility of the unit owner. A portion of the monthly fees collected pays for maintenance of the Common Area (landscaping and the exterior of buildings), which is, generally, the responsibility of the Mutual. The maintenance and repair of the interior of a unit is the responsibility of the unit owner.

To clarify whether the unit owner or the Mutual is responsible for the maintenance and repair of an item, Appendix A (attached) lists some different types of maintenance repair items that frequently occur in units and indicates whether the Mutual or unit owner is responsible for their repair or maintenance.

Before Mutual-billable maintenance items can be called in to MOD, they first must be approved by the Board President or another member of the Board. Residents should not contact MOD directly about maintenance items for which the Mutual is responsible, since MOD has been instructed not to respond without the Mutual's prior authorization.

If the problem involves ants, or exterior lighting, such as in the breezeways or in the garages, residents may contact MOD directly. Correcting these problems does not need the prior approval of a director.

### **9.2 PAINTING**

Residents may not paint the exterior surfaces of buildings. The maintenance of doors and windows is the owner's responsibility, but their color must be approved by the Mutual. The exterior doors may not be changed. The Mutual may paint these items when it paints the buildings.

Residents may paint the interior of their units without the Mutual's approval.

### **9.3 SMOKE DETECTORS AND CLOTHES DRYER VENTS**

Manors in the Mutual must have operable smoke detectors in accordance with current building code requirements in effect when the unit was built, repaired or altered.

The Mutual will periodically inspect the smoke detectors and will repair and replace the detectors and batteries.

As required by the City of Walnut Creek, all clothes dryer vents are inspected and cleaned annually by the Mutual at its expense.

## **9.0 MAINTENANCE**

### **9.4 EXCLUSIVE USE COMMON AREAS**

The residents are responsible for the cleaning and maintenance of their exclusive use common areas (such as patios and balconies). This includes resurfacing. Only an approved contractor may be used for this resurfacing work. Failure to maintain these areas properly can affect the building structure. Should residents fail to properly clean and maintain their exclusive use common area, the Mutual may, in its discretion, enter and effect the cleaning and maintenance of any such area, and charge the owner for the cost of this work.

The Mutual will not approve the sale or transfer of a unit unless and until the appropriate maintenance of these areas has been accomplished.

### **9.5 PLANT CONTAINERS AND POTTED PLANTS**

Because runoff from plant containers has fertilizer salts and other substances that can etch and stain exterior surfaces, plant containers and potted plants must have water-tight catch basins of sufficient size under plants to prevent water overflow or leakage. The basins must have elevated platforms and/or locking rollers underneath to allow for passage of air. Leakage from plants in containers may result in the homeowner being held financially responsible for cleaning or repairing of damaged surfaces.

### **9.6 WOODPECKER HOLES**

Woodpecker holes will be repaired by the Mutual only when the building is being painted, unless:

- a. The unit is listed for sale, and
- b. The hole is over the door preventing the owner from opening the door without danger of being soiled from above, and
- c. These repairs can be made without using scaffolding.

### **9.7 INSPECTION**

Section 9.4 of the CC&Rs gives the Mutual the right to enter any unit or Exclusive Use Common Area whenever this entry is necessary in the Board's discretion for purposes of inspection or correction with respect to the performance of any maintenance, repair, construction, or replacement for which the Mutual is responsible. This includes preventing hoarding or other activities which endanger the Mutual.

## **10.0 MEETINGS**

For information about Mutual meetings, please refer to the Bylaws Article 4, Sections 4.7 and 4.8, and Article 6, Sections 6.1 through 6.11.

## **11.0 PETS & WILDLIFE**

### **11.1 PETS**

No animals shall be kept, bred, or raised within the Mutual for any commercial purposes.

No animals except domestic dogs and cats; fish; and caged animals such as birds, reptiles, and rodents, may be kept. Not more than two non-caged four-legged pets may be kept in a unit.

The owner of each pet shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Mutual by such pet. Each owner, resident, and any person bringing or keeping an animal within the Mutual shall be absolutely liable to the Mutual and all other persons for any injury or damage to persons or property caused by the animal brought upon or kept upon the Mutual by such person or by members of his/her family, tenants, guests, or invitees. The owner shall indemnify the Mutual and its officers, directors, and agents against any and all claims, damages, losses, demands, liabilities, and expenses, including but not limited to attorney's fees, arising out of or resulting from the presence or conduct of any animal brought upon or kept within the Mutual by the owner, members of his/her family, guests, tenants, or invitees.

The Mutual shall have the right to prohibit the keeping of any animal which constitutes, in the sole and exclusive opinion of the Board, a nuisance or danger to any other person. Pets that are determined by the Board to be noisy, obnoxious, or dangerous are subject to removal from the Mutual.

While in the Common Area, each dog must be on a leash held by a responsible person capable of controlling it.

### **11.2 FEEDING OF WILDLIFE**

Bird seed feeders and/or scattering of bird seed, or feeding all other wild, feral or domesticated animals outside is not permitted because it attracts rodents. If bird feeders are discovered, the owner will be required to remove the feed and feeder immediately upon notification. However, hummingbird feeders are allowed.

## **12.0 USE RESTRICTIONS**

### **12.1 DRYING AND LAUNDERING**

No outside clothesline or other outside clothes washing, drying, or airing facilities shall be maintained anywhere in the Mutual.

### **12.2 EXCLUSIVE USE COMMON AREAS (Patios, balconies, and storage units)**

Each owner and/or resident shall keep his/her assigned exclusive use common area in a neat, orderly, sanitary, and safe condition.

If the Board of Directors determines that an exclusive use common area is not being kept in a neat, orderly, sanitary, and/or safe condition, the Board may require the owner and/or resident to correct conditions to its satisfaction. (See also Policy 9.4)

### **12.3 OCCUPANCY**

The Mutual's CC&Rs define who may occupy a manor. If a resident wants to hire a "live-in" employee, they should first contact Member Services, who will provide a copy of the approved procedure and arrange for a pass to be issued. If the third occupant in a manor is a live-in employee (such as a nurse, housekeeper, etc.), they are exempt from payment of the monthly GRF fee for third occupants, since live-in employees may not use the community's recreational facilities.

To remain a qualified senior retirement community, 80% or more of the Mutual's units must be occupied by at least one person who is at least 55 years old. Information about qualified permanent residents and care providers is available from Member Services. The Mutual asks that all owners/occupants provide the requested information about those residing in manors to ensure that the Mutual's qualification as a senior retirement community is not jeopardized.

### **12.4 BARBEQUES**

Only electric and propane-fired barbeques are permitted. Charcoal barbeques are not allowed. Barbeques must be used and maintained safely and must not be a nuisance to other residents.

## 12.0 USE RESTRICTIONS

### 12.5 NOISE RULES

Living in apartment buildings presents special noise problems, since we share walls, floors, ceilings, and plumbing. It is necessary that we remain considerate of our neighbors.

At all times noise should be kept at a level which will not unreasonably interfere with or discomfort our neighbors. This noise may come from many sources, such as stereos, television, musical instruments, or animals.

In particular, between 10:00 p.m. and 7:00 a.m., extra care should be taken to be quiet. This means that washers, dryers, vacuum cleaners, and especially televisions and stereos should either not be used at all or used only at such a low noise level as not to unreasonably inconvenience any neighbor.

Should noise be a problem, the first step should be to contact your neighbor and try to reach an accommodation.

### 12.6 SIGNS

- No sign of any kind shall be displayed to the public view from any portion of the Mutual except that this limitation shall not apply to:
- Signs required by legal proceedings;
- Signs which by law cannot be prohibited;
- An approved identification sign located on a unit identifying the number or address and/or the names of the occupants;
- Signs approved by the Board located at or near any entrance to the Mutual identifying the Mutual;
- Signs required for traffic control and regulation of streets or open areas within the Mutual;
- Signs on the common area as approved by the Board for a purpose reasonably related to the affairs of the Mutual.

## 12.0 USE RESTRICTIONS

### 12.6.1 DISPLAY OF POLITICAL SIGNS IN EXCLUSIVE USE COMMON AREA

Except as otherwise specifically permitted in this policy or by law, political signs, banners and posters may not be displayed to public view in or on an owner's exclusive use common area. Exclusive use common area is defined in the CC&Rs and includes but is not necessarily limited to (i) patios, (ii) decks, and (iii) balconies or verandas.

A "political sign" means a sign, poster, or banner endorsing a candidate running for public office or a measure to be decided by the vote of the general public at an election.

A "political sign" is a sign, poster or banner of reasonable and usual dimensions and made of the type of materials typically posted at private residences during election periods.

Residents may post political signs in or on their exclusive use common area beginning thirty (30) days before the date of the election. Political signs shall be removed within ten (10) days following the election. Following notice to the owner and an opportunity for a hearing, any political sign or poster not removed in accordance with this policy may be removed by the Mutual.

Residents who post political signs shall be responsible for maintaining such signs in a neat and clean condition and shall promptly replace or restore any sign that is torn, damaged, or fallen.

The Mutual may remove any political sign that, in the sole discretion of the Board of Directors, (i) is not of reasonable and usual dimensions, (ii) is posted in an unsafe manner, or (iii) poses an unreasonable risk of harm to any person or property. Unless the political sign poses an imminent threat as determined by the Board, the unit owner shall be given notice and opportunity for a hearing before the Mutual removes the sign.

Residents may not post political signs in or on Mutual common area (such as the exterior surfaces of buildings, elevators, landscape areas, sidewalks, and entries).

Any expenses incurred by the Mutual in removing a political sign pursuant to this policy may be recovered from the unit owner as a



## 12.0 USE RESTRICTIONS

reimbursement assessment as provided in the Mutual's Declaration of Covenants, Conditions and Restrictions (CC&Rs).

### 12.7 TRASH

Trash, garbage, accumulated waste plant material, or other waste and refuse shall be deposited only in covered sanitary containers. No owner or resident shall permit or cause any garbage, trash, or other waste or refuse to be kept upon any portion of the Mutual, except in such containers.

The trash containers provided by the Mutual shall not be used by any contractor or owner for disposal of construction materials.

The trash containers provided by the Mutual for the convenience of the residents shall be used only for the disposal of normal weekly trash and garbage. Trash and garbage that results from the cleaning of a manor, such as in preparation for the sale of the manor or when the residents of a manor move, shall be hauled away and may not be deposited in the trash containers provided by the Mutual. Large and/or bulky items (chairs, sofas, appliances, etc.) must be disposed of properly and may not be disposed of in the trash containers provided by the Mutual.

Household hazardous waste may no longer legally be deposited in the trash containers. Rossmoor has a hazardous waste disposal program. Owners may telephone and have this waste picked up at their door. Information on this program may be obtained from Mutual Operations.

Owners may not accumulate an excessive amount of newspapers or trash as this presents a hazard to all others in the Mutual. The Mutual may inspect and take such steps as are necessary to prevent hoarding and other dangerous activities.

### 12.8 VEHICLES AND PARKING

The Mutual has parking spaces for owners and guests, as well as Handicap/Disabled parking spaces. Each owner has one parking space in the garage which is appurtenant to the unit and is designated in the unit's deed. Some owners have second parking spaces in the garage, for which they have a separate deed. The CC&Rs have plans for each building, showing the ownership of the appurtenant parking spaces. These second parking spaces may be sold separately from the unit, but only to an owner of a unit in the same building, as is provided in the CC&Rs. They may be rented only to another owner of a unit in the Mutual.

## 12.0 USE RESTRICTIONS

The Handicap spaces are marked. Some are inside the garages, and some are outside. These are under the jurisdiction of the Walnut Creek Police Department. They are for persons displaying disabled placards who are visiting, not for residents who happen to have a disabled placard. There are time limits on the use of these spaces.

Except for golf carts and two-axle passenger vehicles of a type customarily used for personal transportation, no motor vehicles (including, but not limited to, trailers, campers, mobile homes, recreational vehicles, boats, or similar equipment, commercial vehicles, or trucks other than a standard size pickup truck) and no dilapidated, inoperable, or abandoned vehicle shall be parked, kept, stored or permitted to remain upon any area within the Mutual.

No vehicle which, in its operational condition or configuration, is incapable of being parked entirely within the boundaries of the parking space shall be kept within the Mutual.

The term "commercial vehicles" shall not include two-axle passenger vehicles or standard size pickup trucks which are used for both business and personal uses, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board.

No unreasonably noisy vehicles, as determined by the Board, and no vehicles emitting foul smelling or offensive exhaust fumes shall be operated within the Mutual. Except for minor emergency repairs, no servicing, maintenance, construction or reconstruction of any vehicle or boat shall be permitted. No boat or vehicle shall be displayed for sale at any time within the condominium development.

Use of designated guest parking spaces, of golf cart parking areas and other portions of the common area shall be subject to the Rules.

Installation of an Electric Vehicle Charging Station ("EVCS") (as defined in the Mutual's Electric Vehicle Charging System Rule, Section 16 of the Rules) requires an Alteration Permit. Any owner who proposes to install an EVCS shall follow the procedures set forth in the Mutual's Alteration Policy (contained in Section 1.0 of the Rules) for physical modifications to the property. Such owner shall also comply with the requirements imposed by the Mutual's Electric Vehicle Charging System Rule (Section 16 of the Rules).

No electric or hybrid automobile or truck may be plugged into any unmodified electrical outlet in any garage or other Mutual outlet. Installation of electric outlets and/or additions or upgrades to the Common Area electric system to accommodate electric or hybrid vehicles shall be done at the owner's sole expense and require prior alteration approval. The owner shall follow the

## **12.0 USE RESTRICTIONS**

procedures set forth in the Mutual's Alteration Policy (contained in Section 1.0 of the Rules) for physical modifications to the property. Such owners shall be charged a fee for their use of the Mutual's electricity at the rate established by the Board from time to time.

### **12.9 GOLF CART PARKING SPACES**

The CC&Rs allow sale or transfer of golf cart parking spaces separate from the unit and the car parking space of the unit, but only to other owners in that building.

Nothing in this policy is meant to prohibit members from renting these spaces to any other Mutual 59 resident.

The Mutual will not approve the sale or transfer of the space to any person who is not then an owner of a unit in the same building in which the golf cart space is located, as provided in the CC&Rs.

### **12.10 GUESTS**

Any guest of a resident who stays for more than 21 consecutive days must register at the Golden Rain Foundation Administration office. Both the Mutual and the Golden Rain Foundation must acknowledge each registration.

No guest may stay for more than 75 days in any consecutive 12-month period.

### **12.11 MOVING**

Each building has elevator blankets in a storeroom. These should be used by the movers, so as not to damage the elevators.

### **12.12 SWIMMING POOL AND CABANA**

#### **12.12.0**

The following are the rules for the use of the swimming pool, spa and cabana.

#### **12.12.1**

Non-resident guests—both adults and children—may not use the pool or spa unless accompanied at all times by a resident of Mutual 59 or Mutual 61. This is a mandatory insurance requirement.

## 12.0 USE RESTRICTIONS

### 12.12.2

If a resident believes non-residents are at the pool without a resident, they should call Rossmoor Security. Security will confirm whether or not those at the pool are residents or with a resident. If they are not with a resident, Security will ask for their Key and report the incident to the Mutual 59 Board of Directors, along with returning the key to the board. Whomever the key belongs to must contact Mutual 59 Board of Directors to have the key returned. The Board may issue a fine before the key is returned.

### 12.12.3

There is no lifeguard at the pool. Never use the pool or spa when you are alone. All children under 4 year of age must be accompanied by an adult who is in the pool and within reach of the child.

### 12.12.4

There is a telephone in a red box located inside the pool area. On the pool emergency telephone, buttons connect directory to 911 and Dial-a-Bus. It should only be used in case of an emergency or in reference to Rule 12.12.2 (non-residents using the pool without a resident).

### 12.12.5

At the spa, the red button is an emergency shut-off. The blue button turns the spa on and off for normal use.

### 12.12.6

The spa may only be used by those 16 years of age or older. This rule is for the children's health and is a mandatory insurance requirement.

### 12.12.7

Do not bring glass or food into the pool area.

### 12.12.8

Do not run in the area; do not dive into the pool or spa.

## **12.0 USE RESTRICTIONS**

### **12.12.9**

When you are the last person to leave the pool area, please:

1. Return the pool furniture to the proper place and wind down the umbrellas;
2. Turn off the lights and lock the restrooms doors—they are locked from the inside by pushing the button on the handle;
3. Close the gates firmly.

### **12.12.10**

Residents of both Mutual 59 and Mutual 61 will be charged \$25 for a replacement key.

## **13.0 ENFORCEMENT**

In order to enforce the Rules of the Mutual, the Board of Directors may levy a fine, not to exceed one hundred fifty dollars (\$150) for each offense. Residents who are fined will be notified of their right to appeal the Board's action. Residents will have the right to meet with the Board in Executive Session in order to present their case.

## **14.0 INSPECTIONS UPON RESALE**

Mutual Fifty-Nine conducts inspections upon resale of all manors in the Mutual. The purpose of these inspections is to identify unauthorized alterations to the common area, as well as of the Exclusive Use Common Area, and to identify Mutual and Resident repair responsibility involving these areas. The Mutual also encourages buyers at their own expense to arrange for their own inspections of the manor they are purchasing.

## **15.0 HARASSMENT**

**Harassment:** *Annoying, alarming or abusing another resident or owner through words, gestures or actions. Also, disturbing, irritating, or causing discomfort to another resident or owner through insulting, hurtful or offensive wrongs or acts.*

Residents and/or owners, guests, occupants and/or lessees shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other owners, residents, guests, occupants or lessees. Nor shall residents and/or owners, guests, occupants and/or lessees direct such abusive or harassing behavior toward management, its agents, its employees, or vendors.



## 16.0 ELECTRICAL VEHICLE CHARGING STATIONS

### WALNUT CREEK MUTUAL NO. FIFTY-NINE

#### ELECTRIC VEHICLE CHARGING STATION RULE

##### A. GENERAL

1. This Electric Vehicle Charging Station Rule (“Rule”) is intended to comply with Civil Code section 4745 which reflects the State of California’s policy of encouraging the use of Electric Vehicle Charging Stations (EVCS).
2. It is the policy of Walnut Creek Mutual No. Fifty-Nine (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) assigned Exclusive Use Common Area parking spaces located inside an underground garage, (ii) other assigned Exclusive Use Common Area parking spaces, or (iii) Common Area parking spaces (i.e., guest parking spaces). Such installation would provide “hard wire” connections to EVCS as opposed to providing for plug outlets to supply power to portable charging devices.
3. All capitalized terms that are not otherwise defined in this Rule shall have the meanings ascribed to them in the Mutual’s Amended Declaration of Covenants, Conditions and Restrictions (as amended, the “Declaration”).

##### B. REQUIREMENTS

1. Any member of the Mutual who proposes to install an EVCS (“Applicant”) shall submit an Alteration Application, follow the procedures and comply with the requirements set forth in Section 1.0 of the Mutual’s Rules (entitled “Alterations”) for physical modifications to the property, comply with the requirements for architectural approval set forth in Article 7 of the Declaration (entitled “Architectural Control”), and procure an Alteration Permit prior to installation of the EVCS.
2. The following are the submittals that must accompany the Alteration Application for installation of an EVCS:
  - a. Fully filled out and executed Alteration Application;

**16.0 ELECTRICAL VEHICLE CHARGING STATIONS**

- b. 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;
  - c. An acknowledgement satisfactory to 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; and
  - d. A fully executed EVCS Installation and Maintenance Agreement substantially in the form attached hereto as Exhibit "A" or as otherwise approved by the Board, binding Applicant and his or her successors to:
    - i. indemnify and hold harmless the Mutual;
    - ii. 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.
3. Alteration Applications which include all specified submittals shall be responded to within 60 days of a valid submission.
  4. 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.

## 16.0 ELECTRICAL VEHICLE CHARGING STATIONS

5. The installation shall be performed by a qualified, licensed and insured contractor meeting all the requirements set forth in the Alteration Permit and otherwise imposed by the Mutual.
6. **No electric or hybrid automobile or truck may be plugged into any unmodified electrical outlet in any garage or other Mutual outlet.**
7. Applicant shall be responsible for the installation of separate subpanel or electrical circuit to accommodate the EVCS that meets the requirements established by the state and local laws and the electric automobile manufacturer. The Mutual may require an Applicant to share a subpanel or electrical circuit that was installed by another owner to accommodate such owner's electric automobile.
8. The Mutual may require the Applicant to install a separate meter to accommodate the EVCS. The meter (if any) and its installation shall satisfy all applicable requirements, including but not limited to those of PG&E and governmental authorities. This meter shall be listed in the Applicant's name and all recharging expenses directly billed to the Applicant by PG&E.
9. Extension cords from the garage, Manor, Exclusive Use Common Area or Common Area electrical outlet to the EVCS are strictly prohibited.
10. 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.
11. The EVCS shall be installed in a location acceptable to the Mutual. If visible from the Common Area or other Exclusive Use 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.
12. The Applicant and each successive owner of the EVCS shall pay for all electricity usage associated with the EVCS. The Board may, by resolution adopted from time to time, establish the rates that will be charged for electricity usage.
13. The Applicant and each successive owner of the EVCS shall be responsible for:

## 16.0 ELECTRICAL VEHICLE CHARGING STATIONS

- a. all costs for damage to the EVCS, Common Area, Exclusive Use Common Area or Manor resulting from the installation, maintenance, repair, removal, replacement or existence of the EVCS;
  - b. 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 Manor after the removal;
  - c. disclosing to prospective buyers the existence of the EVCS and the related responsibilities that said buyer will assume, including:
    - i. 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;
    - ii. the obligation to pay for the electricity usage associated with the EVCS;
    - iii. responsibility for all costs for damage to the EVCS, Common Area, Exclusive Use Common Area or Manor resulting from the installation, maintenance, repair, removal, replacement or existence of the EVCS;
    - iv. 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 Manors after the removal; and
    - v. responsibility to disclose to prospective buyers the existence of any charging station and the related responsibilities of the Applicant pursuant to Civil Code section 4745.
14. Nothing in this Rule shall modify, release or otherwise discharge any rights of the Mutual or obligations of its members imposed pursuant to the Mutual's Governing Documents and applicable law.
15. The prevailing party in any dispute arising out of the interpretation, violation or enforcement of the provisions of this EVCS Rule or documents created as called for herein shall be awarded their reasonable attorneys' fees and costs.

## EVCS Installation and Maintenance Agreement

This EVCS Installation and Maintenance Agreement (“Agreement”) is entered into by and between Walnut Creek Mutual No. Fifty-Nine, a California nonprofit mutual benefit corporation (the “Mutual”) and \_\_\_\_\_ [*insert names of record owners*] (if more than one, collectively, the “Applicant”). The Mutual and Applicant may hereafter collectively be referred to as the “Parties.”

For valuable consideration, the receipt of which is hereby affirmed, the Parties agree as follows:

1. Applicant is the record owner of the unit located at \_\_\_\_\_ [*insert Manor address*], Walnut Creek, CA 94595 (the “Manor”) situated in the Walnut Creek Mutual No. Fifty-Nine condominium development (the “Development”). Applicant and the Manor are subject to the Mutual’s Amended and Restated Declaration of Covenants, Conditions and Restrictions (as amended, the “Declaration”), Bylaws and Rules.
2. Applicant has requested permission from the Mutual to install an Electric Vehicle Charging Station (EVCS) at the following location in the Development (**check/complete one of the following**):

\_\_\_\_ **Exclusive Use Common Area Assigned Garage Space No.** \_\_\_\_\_.

\_\_\_\_ **Exclusive Use Common Area Assigned (Outside) Parking Space No.** \_\_\_\_\_.

\_\_\_\_ **Common Area (i.e., guest parking)**

3. Mutual has adopted an Electric Vehicle Charging Station Rule (“EVCS Rule”) in compliance with California Civil Code section 4745 which imposes reasonable conditions for the approval of such applications.
4. This Agreement shall be binding upon the Applicant and all successor owners of the Manor, and put all potential and successor owners of the Manor on notice of the terms and obligations imposed herein.
5. Civil Code section 4745 calls for Applicant “and each successive owner of the charging station” to be responsible for the following:
  - a. all costs for damage to the EVCS, Common Area, Exclusive Use Common Area, or Manor resulting from the installation, operation, maintenance, repair, removal, replacement or existence of the EVCS;

- b. all costs for the maintenance, repair, and replacement of the EVCS until it has been removed and for the restoration of the Common Area (including Exclusive Use Common Area) after removal;
  - c. the cost of electricity associated with the EVCS;
  - d. disclosing to prospective buyers the existence of any EVCS and the related responsibilities of the owner of the EVCS under law; and
  - e. maintaining at all times a homeowner liability coverage policy in the amount of \$1 million (\$1,000,000), which shall name the Mutual as a named additional insured under the policy with a right to notice of cancellation.
6. Applicant shall comply with all requirements set forth in the Declaration and Rules, including the Alteration Rule and EVCS Rule and be bound by all provisions contained in said Declaration and Rules.
7. Applicant shall provide evidence of the required insurance coverage in writing within fourteen (14) days of approval by Mutual of Applicant's request for permission to install the EVCS and before commencement of installation of the EVCS
8. Applicant, for itself and on behalf of all successor owners of the Membership and EVCS, further agrees to defend, indemnify and hold harmless Mutual, its members, employees, and agents from all claims, liabilities, obligations and damages arising out of or related in any way to the installation and maintenance of the EVCS for which Applicant has requested permission to install.
9. Installation of the EVCS shall be performed by a qualified, licensed and insured contractor meeting all the requirements set forth in the meeting all the requirements set forth in the Alteration Permit issued by the Mutual and otherwise imposed by the Mutual.
10. 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.
11. The Parties and their successors agree to be bound and abide by all provisions of Civil Code section 4745 and any successor statutes.
12. Nothing contained in this Agreement shall eliminate, override, or modify, in any way, Applicant's obligation to comply with and obtain architectural approval from the Mutual pursuant to the Declaration, the Mutual's Rules, including the

Alteration Rule, and Civil Code section 4745 for the installation of the requested EVCS.

13. Mutual shall be entitled to recover from Applicant all costs, including attorneys' fees necessary to enforce the provisions of this Agreement. In the event of any litigation, arbitration or other legal proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs expended as a result.

14. The Parties agree that this Agreement may be recorded in the Official Records of Contra Costa County California, and further agree to take such further actions and execute such additional documents as are reasonably necessary to effectuate recording of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATES SET FORTH BELOW.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Manor Address

\_\_\_\_\_  
Assigned Garage Space Number/ Assigned Parking Space Number

\_\_\_\_\_  
Date

WALNUT CREEK MUTUAL NO. FIFTY-NINE

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 17.0 SOLAR ENERGY SYSTEMS (SES)

### DEFINITIONS

**Solar Energy System (SES):** Any photovoltaic solar system providing collection, storage, and distribution of solar energy into the structural and electrical systems of the unit. Included in the solar module are solar panels, mounting systems, and wiring systems (disconnects for the dc and ac sides of the inverter, ground-fault protection, and overcurrent protection).

**Exclusive Use Common Area:** For purposes of this Rule, Exclusive Use Common Area means a portion of the Common Area rooftop that is set aside for the exclusive use of one or more owners for installation of a solar energy system (SES)..

### 17.1 SOLAR ENERGY SYSTEMS (SES)

This section sets forth Mutual 59's rules for the installation and maintenance of Solar Energy Systems (SES) pursuant to Public Resource Code Section 25982 and Civil Code Sections 714, 714.1, as amended, and 4746.

An SES (as defined) may be installed within the Common Area of Mutual 59 only as permitted under this policy. Any systems installed in violation of this policy will be removed, and the surrounding areas and electrical connections will be restored to their previous condition at the owner's expense.

Because the Project is a "condominium project," as that term is defined in Civil Code section 4125, each Owner has fee simple title to his or her individual Unit as well as an undivided fractional interest in all of the Common Area of the Mutual. The Mutual is required to maintain, repair and replace Common Area roof systems. It is the intent of this Policy to recognize the respective ownership rights of the Owners and to enable the Mutual to perform its exterior maintenance, repair and replacement obligations.

### 17.2 SELECTION OF AN SES PROVIDER

The selection of an SES Provider is the complete responsibility of the M59 owner who wishes to explore becoming an SES owner. All requirements and responsibilities regarding solar policies must be agreed to and met by the owner before the solar application will be approved by M59. If the SES owner chooses to lease any or all of the SES components, the Mutual will not be a party to the lease agreement and will not be responsible for maintaining or reinstalling the system in the event that an owner's contract with a provider requires such things.



## **17.0 SOLAR ENERGY SYSTEMS (SES)**

1. Prior to approval, the installer must have insurance coverage that meets the following minimums:
  - a) Worker's Compensation with minimum coverage required by California law;
  - b) Contractor's General Liability (including completed operations) with policy limits of at least \$1,000,000.00. Policy cannot exclude work done at multi-unit projects or condominium projects; and
  - c) The installer must provide copies of certificates of insurance for the above policies which name the owner and Mutual 59 as insureds.
  
2. The SES Provider must utilize only the components agreed upon by the Board for all installations to maintain uniformity of all installations within the Mutual. These include:
  - a) Only non-glare, black solar panels and black frames will be approved.
  - b) Adherence to the distributive solar generating allotment of roof space for the project as plotted in the solar site survey.
  - c) Duration of installation project must be specified and adhered to.
  - d) The installed SES must operate at less than 50 decibels.

### **17.3 ALLOCATION OF AVAILABLE SOLAR SPACE**

The installation of an SES will be limited to the roof of the building in which the applicant resides. SES installations on a building will be initially limited to the flat portions of the roof unless the solar site survey indicates there is insufficient solar space on the flat portion.

1. Installation of all SES's on the Common Area of rooftops will be based on equitable apportionment of available solar space for current and future SES applicants within a building. The Board's goal will be to assure fair distribution of usable solar space for all SES owners when the first solar application is submitted for each building, based on:
  - The availability of usable solar space as determined by a solar site survey, and
  - The roof plan.
  
2. The solar site survey and the roof plan of the applicant's roof prepared by a licensed contractor or the contractor's registered salesperson

## 17.0 SOLAR ENERGY SYSTEMS (SES)

knowledgeable in the installation of an SES, must be performed and submitted to the Mutual 59 Board for determination of the usable solar space available to all residents of the building. The roof plan must be to scale showing the physical plant and locations of existing roof vents, skylights, air conditioning/heat pumps, etc. These documents will identify the available and usable solar space on the roof.

3. Based on the solar site survey, usable solar space for a building will be reasonably apportioned by the Mutual taking into consideration the following constraints:
  - a) Walkways for the maintenance of existing roof equipment, vents, skylights, air conditioning/heat pumps, and gutters;
  - b) Walkways deemed necessary by the Fire Department;
  - c) A number of plots (with the same square footage) equal to the number of units in the building; and
  - d) Any other constraints outlined in the solar site survey.

**NOTE: The resulting allocation of roof space may not be able to *fully* accommodate the solar generation needs of an SES applicant.**

4. On a first-come, first-served basis, an SES applicant will identify one unused plot for the installation of their SES.
5. This same roof plan will be used to identify a plot for future SES Owners in the same building.

### 17.4 APPROVAL PROCESS

No SES may be installed or maintained within the Exclusive Use Common Area of Mutual 59 without the written consent of the Mutual Board. The Board will generally utilize the same review and approval process used for other proposed physical changes to Units or Common Area. Alteration permits will be required as delineated in Mutual 59 Rule 1.0.

1. SES applicants must notify each owner of a unit in the building on which the installation will be located of their intentions to install an SES and attach to the application a completed Neighbor Contact Form (attached).

## **17.0 SOLAR ENERGY SYSTEMS (SES)**

No application may be denied because of objections by a neighbor, but comments may be used by the Mutual in establishing any reasonable restriction on the installation. Mutual 59 will not be held responsible for possible glare under a theory of Nuisance (Civil Code section 3479).

2. The application must include all required information and must be submitted to the Board at least 14 days before Board consideration at its next duly scheduled board meeting. The Board will review the application for reasonable restrictions on the installation within limits prescribed in Civil Code Section 714. Any application that complies with all of Mutual 59's Solar Policies will not be denied by the Board. The application is deemed approved if the Board fails to act on it within 45 days.
3. The applicant must provide satisfactory evidence of compliance with all requirements of the City of Walnut Creek by obtaining applicable permits and approvals through the City of Walnut Creek.
4. Before approving installation of any SES within the Mutual confines, the Board requires every applicant to execute a separate agreement acknowledging the applicant has read, understands and agrees to comply with all related M59 SES rules. Additionally, the applicant must agree to indemnify and hold harmless the Mutual, Golden Rain Foundation and their officers, directors, employees and members from and against all claims, allegations, litigation, arbitration or judgments resulting in whole or in part from the installation or maintenance of the SES. (See Addendum Agreement.)
5. The SES applicant is financially responsible for any damage to the Common Area, including Exclusive Use Common Area, and any Unit, caused by the Owner's SES. The applicant must maintain liability insurance coverage for any damages to the SES or related to the SES. Before MOD issues final approval of the installation to allow operational use of the SES, the applicant must provide MOD with the corresponding written certificate of liability insurance
6. The SES applicant who installs the system and each successive owner must maintain a homeowner liability coverage policy throughout the entire life of the SES.

## **17.0 SOLAR ENERGY SYSTEMS (SES)**

### **17.5 SES INSTALLATION REQUIREMENTS**

1. SES' visible ancillary components such as conduits and supports must be painted to match the exterior of adjacent structures, unless such painting would void a manufacturer's warranty, result in an increase of more than \$1,000 for an SES or reduce the efficiency of the system by more than 10%.
2. All installations of the SES components must not materially harm or damage the Mutual's common elements, any other individual's Unit, nor any of the Unit's Exclusive Use Common Area, nor void any warranties held by the Mutual or other Owners and/or impair the integrity of a building or structure.
3. All portions of an SES will 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.
4. There will not be any SES penetrations into building structures, including but 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 of more than \$1,000, or an unreasonable decrease of more than 10% in the SES' efficiency as originally specified and proposed in an SES application.
  - a) Any penetrations for wiring, piping or anchoring of an SES must be properly sealed and waterproofed in accordance with industry standards and building codes in order to prevent moisture penetration, resulting structural damage, or loss of warranty.
  - b) For installations on Durolast surfaces, a Durolast certified roofing company, preferably the company that installed the current roof, must be contracted with to reseal the penetrations and the Durolast manufacturer must recertify the warranty. A new certificate of warranty must be provided to MOD prior to project completion.
5. The SES Owner is responsible for any damage to building elements, unit interiors or personal property caused by such penetrations through the existing rooftop, even if the Mutual has primary maintenance responsibility for such elements, such as roofing, under the Mutual's governing documents.

## **17.0 SOLAR ENERGY SYSTEMS (SES)**

### **17.6 SAFETY**

Each SES must be installed and secured in compliance with manufacturer's instructions and all city, state and federal ordinances, regulations and laws.

1. Each SES must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronic Engineers and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.
2. An SES must not obstruct access to or from any Unit, walkway, or ingress or egress into any area of the Mutual in order to ensure the safety of individuals and allow safe access to the Mutual's physical plant.

In approving the installation of any SES, the Board is entitled to rely upon the representation of the designated contractor that the system fully complies with the safety criteria set forth in this policy. Should the Board later determine that the equipment is not in conformance, the Board may require the SES Owner(s) to remove or modify the SES to bring it into compliance and assume all associated costs.

### **17.7 MAINTENANCE**

1. SES Owners are responsible for all associated costs including, but not limited to:
  - a) Replacement, repair, maintenance, moving or removal of the SES and any of its components.
  - b) Repair or replacement of any property damaged by the installation, maintenance and/or use of the SES.
  - c) Restoration of SES installation sites to their original condition after removal.
  - d) Correction of any SES safety hazards.
  - e) Painting or replacing visible SES components, such as conduits and supports when deterioration occurs.
  - f) Any increased costs incurred by the Mutual for maintenance or repair caused by the presence of an SES on the Common Area or those portions of a Unit or Exclusive Use Common Area (for which the Association is responsible under M59 Governing Documents).

## **17.0 SOLAR ENERGY SYSTEMS (SES)**

- g) Temporary removal and reinstallation of an SES or any of its affected system components so that the Mutual may perform required maintenance, repairs, and replacement (under M59 Governing Documents), to the adjacent Common Area, or portions of a Unit, along with all their associated costs after the required Mutual maintenance or repair is completed. When the SES Owner does not respond to a request in a reasonable time:
- The Mutual may remove the system or components and charge the responsible SES Owner(s) all the associated costs.
  - As long as reasonable care is used to remove the SES and any of its components, the Mutual will not be responsible for any damage caused to the system.
- h) When an SES is moved or removed for any reason, the roof warranty must be recertified (see section 17.5. #4, (b)).
2. The Board of Directors must take into account the effect on SES's resulting from shade created by trees or shrubs within the boundaries of the Mutual. The Board will be guided by the principal of "first in time is first in right."
- a) If a tree or shrub was planted before the SES was installed, the tree or shrub may grow without regard to its effect on the SES. The Mutual will not be required to prune, or allow pruning, of trees and/or shrubs which were planted before the SES was installed. However,
- b) Trees or shrubs planted after installation of the SES may not be allowed to grow to cast a shadow greater than 10% of the collector absorption area of the SES at any one time between the hours of 10:00 a.m. and 2:00 p.m. local time (Public Resources Code Section 25982). Pruning needs will be dictated and determined by the Mutual's landscape or tree experts.

## **17.8 RESALE OR TRANSFER OF OWNER'S UNIT**

Upon resale or transfer of any SES Owner's interest in his or her condominium unit which has a permitted SES, the Buyer or Transferee (as the case may be) must assume in writing all of the SES Owner's duties and responsibilities as outlined in this Mutual 59's Rule 1.17. The new SES Owner's (or Transferee's) written assumption of duties and responsibilities must be executed by all of the parties before escrow can close and the transfer of the ownership can be legally completed.

## 17.0 SOLAR ENERGY SYSTEMS (SES)

### 17.9 REMOVAL OF SOLAR ENERGY SYSTEM

1. The sale or removal of an SES must be approved by Mutual 59 and all costs relating to the sale or removal of the SES and restoration of the Common Area shall be the sole responsibility of the SES Owner.
2. When a future Unit buyer or a transferee does not agree in writing to assume complete responsibility for the Unit Owner's SES:
  - a) The current Unit SES Owner may either sell the SES to another Owner or Owners within the same building, or
  - b) Remove the SES and all its components and restore the areas where they were located or attached to original condition by completing the following:
    - i. Obtain a Mutual Alteration Permit and a Walnut Creek city permit.
    - ii. Seal any penetration points with roof tile where applicable and paintable sealant, then paint to match adjacent surfaces.
    - iii. Patch all holes in interior Units and all other exterior penetrations where solar panel appurtenances were installed.
    - iv. If the Board deems it necessary, the SES Owner may be required to remove roofing and plywood in areas previously covered by the SES and install a new roofing system matching the pre-existing roofing design and roof tile where applicable.
    - v. If an SES is removed from a Durolast surface, the Durolast manufacturer must recertify the warranty (refer to section 17.4 #4, (b)).

\* \* \* \* \*

**17.0 SOLAR ENERGY SYSTEMS (SES)**

MUTUAL 59 NEIGHBOR CONTACT FORM

*UNDERTAKEN BY:*

Name(s): \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_ Unit # \_\_\_\_\_

Walnut Creek, California 94595

Alteration Permit Number: \_\_\_\_\_

As described in Mutual 59 Operating Rules for Solar Energy Systems, owners wishing to install a Solar Energy System (SES) on their building must notify each owner of a unit in the building on which the installation will be located of their intentions to install an SES. Please document each contact made and provide the following information.

Date of Contact	Owner Name	Address	Comments provided by this owner
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			

No application may be denied because of objections by a neighbor, but comments may be used by the Board in establishing any reasonable restriction on the installation.

Adopted 9/11/18



**17.0 SOLAR ENERGY SYSTEMS (SES)**

MUTUAL 59 SOLAR ENERGY SYSTEMS  
MAINTENANCE AND INDEMNITY AGREEMENT

*UNDERTAKEN BY:*

Name(s): \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_ Unit # \_\_\_\_\_  
Walnut Creek, California 94595

Alteration Permit Number: \_\_\_\_\_

I/we, as the Owner(s) and as the Undersigned, of the above condominium Unit in Mutual 59 of Rossmoor, a California nonprofit mutual benefit corporation, and in consideration of the approval of my/our application to allow the installation of a Solar Energy System (SES) in the Common Area of the building at the above address, have read Mutual 59's Policies on Solar Energy Systems, understand the contents, and agree to all of the following:

1. The proposed solar energy system will be installed and maintained in full compliance with the Policies and the Alteration Permit that has been issued by the Mutual for this installation and agree to comply with all the terms and conditions set forth in the Policies and the Alteration Permit.
2. I/We indemnify and hold harmless Mutual 59, Golden Rain Foundation of Walnut Creek, and their respective officers, directors, employees, agents, members, and their respective successors, and assigns (hereinafter "Indemnitees"), from damages resulting from suits, losses, costs, liabilities, interest, attorneys' fees, including, but not limited to, any such fees and expenses incurred in enforcing this Indemnity Agreement, resulting from, arising out of or in any way connected with the installation, maintenance, operation or removal of the solar energy system described in our/my above Alteration Permit.
3. The planned SES under the above Alteration Permit will be installed on the Common Area roof of the building at the above address in the manner and location approved by the Mutual, which roof is defined under the Declaration of Covenants, Conditions and Restrictions (CC&R's) of Mutual 59 to be part of the Mutual's Common Area.

**17.0 SOLAR ENERGY SYSTEMS (SES)**

MUTUAL 59 SES, MAINTENANCE AND INDEMNITY AGREEMENT, Page 2 of 2

Alteration Permit Number: \_\_\_\_\_

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 Policies before close of Escrow.
5. Should the Undersigned fail to meet any obligations to defend and/or indemnify and save harmless in accordance with this agreement, then in such cases all Indemnitees 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.

SIGNED BELOW BY ALL OWNERS of the condominium Unit making application for the installation of a solar energy system, on Day \_\_\_\_ Month \_\_\_\_\_ Year 20\_\_\_\_.

Name of Owner (Print): \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

Name of Owner (Print): \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

**WALNUT CREEK MUTUAL FIFTY-NINE  
MAINTENANCE AND REPAIR GUIDELINES**

*Adopted 9/9/08*

Mutual Responsibility	Resident Responsibility
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Appliances: Dishwashers, Refrigerators, Disposals, Ranges, Ovens, Vents, Hoods, Fireplaces, Washing Machines, Dryers, etc.

	All appliances are the owner's property; all maintenance and repair is the owner's responsibility
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<p>A-1</p> <p>Adopted 9/9/08</p>
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Mutual Responsibility	Resident Responsibility
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Carpentry	
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<ul style="list-style-type: none"> <li>• Repairs due to building movement</li> <li>• Repair/adjust storage area doors</li> </ul> <p><u>N.B.</u> All buildings with cement slab floors are subject to a normal amount of expansion and retraction due to weather changes and the passage of time. This movement may cause cabinet doors to stick, closet doors to malfunction and walls to be less than plumb. This type of damage is considered normal wear and tear and the Mutual is not responsible for its repair or maintenance.</p> <p>Significant vertical or lateral building movement caused by foundation failure, ground movement or other similar extraordinary events, may cause damage that the Mutual would be responsible to repair. The Mutual will determine this on a case-by-case basis.</p>	<ul style="list-style-type: none"> <li>• Repair/adjust exterior manor doors, including front entrance doors</li> <li>• Repair/replace doorbell</li> <li>• Repair/replace weather stripping on exterior doors and windows</li> <li>• Repair/replace exterior door locks</li> <li>• Repair/replace interior doors and hardware</li> <li>• Repair/replace windows, window panes and screens</li> <li>• Repair/replace storm doors</li> <li>• Repair/replace sliding doors and screens</li> <li>• Repair/replace glass in shower doors</li> <li>• Repair/replace loose or broken interior base molding, casing, trim, etc.</li> <li>• Repair/replace floor covering</li> <li>• Repair/replace cabinets and components</li> <li>• Repair plaster cracks resulting from drying, shrinkage, etc.</li> </ul>
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Mutual Responsibility	Resident Responsibility
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<b>Decks and Patios</b>	
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<ul style="list-style-type: none"> <li>• Repair and maintain all railings, staircases, breezeways, including all railings on patios and decks</li> </ul>	<ul style="list-style-type: none"> <li>• Repair and maintain exclusive use patio and deck surfaces, using a contractor approved by the Mutual. The Mutual will periodically inspect, and will inform resident when this is required. The Mutual may repair/resurface should resident fail to do so, and resident will be billed for the cost. Unit sale or transfer will not be approved unless repair or resurface has been accomplished.</li> </ul>
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<p>A-3</p> <p>Adopted 9/9/08</p>	
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Mutual Responsibility	Resident Responsibility
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<p><b>Electrical (Wiring and Components)</b></p>	
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<ul style="list-style-type: none"> <li>• Replace exterior and interior circuit breaker panels</li> <li>• Repair/replace exterior duplex outlets, including carports</li> <li>• Repair, reset, tighten, or replace exterior and interior circuit breakers or electrical panels</li> <li>• Repair electrical wiring in walls and attic, including doorbell wiring</li> <li>• Repair/replace outside lighting in garages, entryways, walkways, etc., to include changing of light bulbs in inaccessible areas.</li> <li>• Clean dryer fans and ducts</li> </ul>	<ul style="list-style-type: none"> <li>• Replace bathroom fan motor and/or heating elements</li> <li>• Repair/replace electrical cords and plugs (standard appliances)</li> <li>• Clean bathroom fans and ducts, kitchen fans and ducts</li> <li>• Replace interior wall switches or duplex outlets</li> <li>• Repair exterior lighting fixtures controlled by an interior switch</li> <li>• Replace interior light bulbs, fluorescent tubes, and ballasts</li> <li>• Repair/replace telephone wiring from the user interface device (UID) into the unit</li> <li>• Repair/replace cable TV wiring from the wall to the TV or other equipment; within the wall is Mutual responsibility</li> </ul>
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Mutual Responsibility	Resident Responsibility
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Heating, Ventilating and Air Conditioning Systems	
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<ul style="list-style-type: none"><li>• Repair/replace duct systems in the attic spaces.</li></ul>	<ul style="list-style-type: none"><li>• Air conditioners and heat pumps are the owner's property; all cleaning, maintenance, adjustments, lubrication, repair and replacement is the owner's responsibility.</li></ul>
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Mutual Responsibility	Resident Responsibility
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Landscaping in the Common Area
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<ul style="list-style-type: none"><li>• Maintenance of turf areas, ground cover, shrubs, trees, irrigation system and surface drainage</li></ul>	<ul style="list-style-type: none"><li>• Tree pruning, trimming or removal at request of and for sole benefit of a resident. Requires approval of the Board, affected neighbors and, if required, City of Walnut Creek</li></ul>
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A-6  Adopted 9/9/08
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Mutual Responsibility	Resident Responsibility
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Painting
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<ul style="list-style-type: none"> <li>• Exterior surfaces of buildings</li> <li>• Outside surface of exterior doors</li> <li>• Interior surfaces of manor damaged by rain leaks in structural components that the Mutual maintains, e.g., roofs</li> <li>• Interior surfaces of manor damaged by building movement</li> </ul>	<ul style="list-style-type: none"> <li>• Inside surface of exterior doors</li> <li>• Interior surfaces of manor</li> </ul> <p><u>Note:</u> Mutual dictates color palette for exterior surfaces of buildings, including trim and doors</p>
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Mutual Responsibility	Resident Responsibility
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Pest Control (including Termites)	
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<ul style="list-style-type: none"><li>• Interior of buildings to control rodents, ants and other insects</li><li>• Exterior of buildings, in walls and attics, includes control of weeds, plant diseases, rodents, ants and other insects</li><li>• Inspection and treatment for wood-eating insects</li></ul>	
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<p data-bbox="787 1890 836 1921">A-8</p> <p data-bbox="203 1921 332 1953">Adopted 9/9/08</p>	
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Mutual Responsibility	Resident Responsibility
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Plumbing	
<ul style="list-style-type: none"> <li>▪ Repair leaks or remove stoppages within the wall or attic before the pipe penetrates the surface of the interior wall</li> <li>▪ Repair/replace outside faucets</li> <li>▪ Adjust building water pressure regulator</li> <li>▪ Remove debris from water supply lines, valves and aerators</li> <li>▪ Install relief valves ("beehives") in waste line</li> </ul>	<ul style="list-style-type: none"> <li>▪ Repair leaks or clear stoppages inside the manor from the point where the pipe leaves the drywall and enters the room</li> <li>▪ Repair/replace/adjust toilet seats, tank, bowl, valves, wax gaskets, etc.</li> <li>▪ Repair/replace cracked, crazed, chipped or rusted sinks/basins/tubs/shower pans</li> <li>▪ Repair/replace traps, pipes, faucets, baskets, seals, etc.</li> <li>▪ Repair/replace/clean bathtub and sink stoppers or components</li> <li>▪ Repair/replace kitchen sink, soap dispenser or components</li> <li>▪ Recaulk/re-grout bathtub/sink/shower door frames and tracks</li> <li>▪ Repair/replace water filters</li> <li>▪ Future installations of stackable or standard washer/dryer systems require installation of a braided steel water supply line. At the time of resale, the inspector shall determine the type of connectors installed and will require the seller to upgrade the water supply lines to meet the braided steel standard.</li> </ul>

Mutual Responsibility	Resident Responsibility
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Roofs	
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<ul style="list-style-type: none"><li>▪ Replacement and repair of roofs</li><li>▪ Replacement and repair of gutters and downspouts.</li></ul>	
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A-10	
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**WALNUT CREEK MUTUAL FIFTY-NINE  
CHARGES FOR MAINTENANCE AND REPAIR WORK**

## MUTUAL OPERATIONS DIVISION CHARGES FOR MAINTENANCE AND REPAIR WORK

### Labor Charge:

The hourly rate for each serviceperson (worker) on a job is calculated from the time they arrive at the manor or place of work until they depart. The labor charge, which is based on current costs and a mark-up for indirect expenses, is reviewed regularly and adjusted when necessary to recover the costs of providing services. A premium is assessed for work done at overtime rates [after hours and on weekends]. Current charges can be obtained by telephoning the Work Order Desk at 988-7650.

### Material Charges:

Any materials needed to complete the job are charged in addition to labor.

### Responsibility for Payment:

Items designated as Mutual Responsibility in Appendix A will be paid by Walnut Creek Mutual Fifty-Nine. Items designated as Resident Responsibility will be paid by the owner. If resident-billable maintenance or repair is rendered by Mutual Operations Division (MOD), payment is required at the time that service is rendered.

### Differences of Opinion:

Order desk personnel advise residents, at the time orders are called in, that some work items "may be billable" to them. Workers also advise residents before commencing work when the work is billable to them. After the worker arrives, if a resident chooses not to have the work performed, the resident will be billed a minimum service charge. If there is a difference of opinion between the worker and resident regarding cost or whether the item is the resident's responsibility, the worker will not commence work, will note "resident refused work" on the work order, and indicate the work is complete. The work order will be processed as usual and the worker's time will be billed as described.