



To: All Members of Walnut Creek Mutual No. Sixty Five

Re: Copy of Recorded Second Amendment to CC&Rs

Dear Mutual Members:

We are pleased to report that the recent membership vote to the proposed Second Amendment to the Mutual's Declaration of Covenants, Conditions and Restrictions ("CC&Rs") was successful. Accordingly, enclosed is a conformed copy of the Second Amendment to CC&Rs recorded with the Recorder's Office of Contra Costa County on April 6, 2015 as Document No. 2015-0063434.

Please keep the enclosed Amendment and all other Mutual Governing Documents (including Policies) in a safe and secure place and available for your easy reference and delivery to prospective purchasers should you decide to sell your manor.

Very truly yours,

Charles E. Coburn, Jr.
President

Enclosure: Second Amendment to CC&Rs

If this document contains any restrictions based on race, religion, gender, sexual orientation, familial status, marital status, disability, national origin, ancestry or source of income as defined in subdivision (p) of Section 12955 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.

4/2015

**RECORDED AT THE REQUEST OF AND
WHEN RECORDED RETURN TO:**

04/06/2015,20150063434

WALNUT CREEK MUTUAL NO. SIXTY FIVE
c/o Hughes Gill Cochrane, P.C.
Attn: Stephanie J. Hayes, Esq.
1600 South Main Street, Suite 215
Walnut Creek, CA 94596

**SECOND AMENDMENT TO AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS –
WALNUT CREEK MUTUAL NO. SIXTY FIVE**

This Second Amendment to the Amended & Restated Declaration of Covenants, Conditions & Restrictions – Walnut Creek Mutual No. Sixty Five (the “Second Amendment”) is made on the date hereinafter set forth by WALNUT CREEK MUTUAL NO. SIXTY FIVE, a California nonprofit mutual benefit corporation (the “Mutual”).

RECITALS

A. WHEREAS, an instrument entitled “Amended & Restated Declaration of Covenants, Conditions & Restrictions – Walnut Creek Mutual No. Sixty Five” was recorded on October 16, 2001 as Document No. 2001-0311734 in the Official Records of Contra Costa County, California (as amended, the “Declaration”);

B. WHEREAS, an instrument entitled “First Amendment to the Amended & Restated Declaration of Covenants, Conditions & Restrictions – Walnut Creek Mutual No. Sixty Five” was recorded on September 29, 2011 as Document No. 2011-0201864 in the Official Records of Contra Costa County, California.

C. WHEREAS, the Declaration establishes certain limitations, easements, covenants, restrictions, conditions, liens and charges which run with and are binding upon all parties having or acquiring any right, title or interest in those certain parcels of real property located in the City of Walnut Creek, Contra Costa County, State of California and described as follows (collectively, the “Complex”):

All of that parcel of land shown within the subdivision boundary of Subdivision 7878 as shown on the Map of Subdivision 7878, recorded on December 2, 1994 in the Official Records of Contra Costa County at Book 376 of Maps, Page 40, Contra Costa County Recorder; and

Lot 1 as shown on the Map of Subdivision 7674, recorded on December 2, 1994, in the Official Records of Contra Costa County at Book 376 of Maps, Page 43, Contra Costa County Records;

D. WHEREAS, all of the real property described herein, including all improvements thereon, constitute a "condominium project" within the meaning of California Civil Code section 4125.

E. WHEREAS, the Mutual desires to amend the Declaration as set forth below.

F. WHEREAS, pursuant to Article XVIII, Section 18.1 of the Declaration, the Declaration may be amended with the approval of Members representing at least fifty-one percent (51%) of all eligible Members of the Mutual.

G. WHEREAS, all approvals required to amend the Declaration have been obtained.

NOW, THEREFORE, the Mutual amends the Declaration as set forth in this Second Amendment.

1. Section 3.2.3 of the Declaration (entitled "Units Shall Not Be Leased During First Two Years of Ownership") shall be deleted in its entirety.

2. Unless otherwise expressly provided herein to the contrary, capitalized terms not defined in this Second Amendment shall have the meanings ascribed to them in the Declaration, unless the context clearly requires otherwise.

3. In all other respects the provisions of the Declaration are deemed to remain in full force and effect except as herein modified.

IN WITNESS WHEREOF, the undersigned duly authorized officers of WALNUT CREEK MUTUAL NO. SIXTY FIVE hereby certify that this Second Amendment has been approved, in accordance with Article XVIII, Section 18.1 of the Declaration, by Members representing at least fifty-one percent (51%) of all eligible Members of the Mutual.

WALNUT CREEK MUTUAL NO.
SIXTY FIVE

Dated: _____, 2015

By: _____
Charles E. Coburn Jr., President

Dated: _____, 2015

By: _____
Durwin Clark Shepson, Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

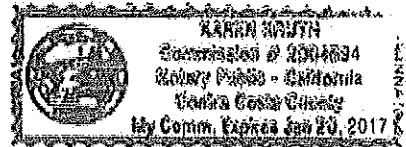
STATE OF CALIFORNIA
COUNTY OF Contra Costa

On 3/23/15, before me, Karen Knuth, Notary Public, personally appeared, Charles Coburn, Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen Knuth (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On 3/3/15, before me, Karen Kruth, Notary Public, personally appeared, Dwight Clark Shepson who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Karen Kruth

(Seal)

