

WALNUT CREEK MUTUAL SIXTY-EIGHT POLICIES

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.

Adopted and Revised: April
28, 2003
October 27, 2003
January 26, 2004
March 9, 2004
May 24, 2004
June 28, 2004
October 4, 2004
July 25, 2005
May 22, 2006
June 13, 2006
September 12, 2006
March 26, 2007
April 23, 2007
January 26, 2009
May 24, 2010
November 24, 2014
October 26, 2015
September 23, 2016
July 23, 2018
January 27, 2020
August 23, 2021

PREFACE

These policies are furnished to owners, residents and lessees to provide a description of the rules and regulations established by Walnut Creek Mutual Sixty-Eight (Mutual, Mutual 68, M-68 or Eagle Ridge).

The governing documents of Mutual 68 give the Mutual Board of Directors (Board) the responsibility of developing Policies, Rules and Regulations which may be necessary for the management of Mutual 68.

Policies may be changed by the Board when they deem it appropriate. Prior notice must be given to the membership 30 days before changes are made to policies by the Board. For the policy to become effective, the Board must notify all Homeowners of any new or revised policy within 15 days following adoption by the Board. See policy "Notice of Policy Changes" for procedures.

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

Mutual 68 has contracted with the Golden Rain Foundation (GRF) to assist the Board of Directors of Eagle Ridge in the management, operation, maintenance and administration of Mutual 68. GRF, as Manager, performs its functions through its Mutual Operations Division (MOD). Any requests for maintenance and repair should be directed to MOD.

If you need assistance:

The following numbers should be used during regular business hours – 8:00 a.m. to 4:30 p.m., Monday through Friday – if you need assistance in any of these areas:

Coupon problems	988-7620
Landscaping, irrigation and pest control	988-7640
Building and pavement problems	988-7650
Alterations and resale inspections	988-7660

Emergencies occurring after business hours and on Saturdays and Sundays should be reported to Public Safety at 939-0693, who will arrange assistance.

Reference: CC&Rs 5.5

Adopted and Revised:

April 28, 2003

October 4, 2004

STATEMENT OF POLICIES

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ALTERATIONS TO BUILDINGS

The Architectural Control Committee (ACC) of the Golden Rain Foundation has originally established restrictions governing the alteration of buildings and landscaping within Rossmoor. These restrictions are for the purpose of maintaining the aesthetic beauty and value of our land and buildings as well as ensuring compliance with safety regulations. The Mutual 68 Board, commencing July 1, 2006, will serve as the ACC for granting alteration approvals on behalf of the Mutual.

Any proposed alteration or improvement by a resident to a building in the Common Area and Exclusive Use Common Areas requires prior approval of the Mutual 68 Building Committee and Board. Any modification to the existing deck or structure of an enclosed patio requires approval. If the design of the proposed alteration has been established as a Mutual 68 "Standard Alteration," an Alteration Agreement should normally be granted within ten working days. Most improvements to the interior of a residence do not require approval unless they impair the structural integrity or safety of the building, increase sound transmission levels, or interfere with plumbing, electrical, heating, or air conditioning service to other units or the Common Area. Appendix C provides additional detail regarding what type of improvements or alterations require approval as well as the process for obtaining such approval. Your Area Building Committee Representative or the Building Maintenance Department of Mutual Operations Department (MOD), phone 988-7660, should be of assistance in answering questions regarding alterations or improvements. The Building Maintenance Department may also be of assistance in determining if a City of Walnut Creek permit is required.

All alterations and subsequent maintenance costs are the owner's responsibility, including any incidental residence repairs or reconstruction costs that arise because of an alteration. Any proposed alteration that significantly encroaches into the Common Area resulting in an increase of the owner's exclusive use Common Area and a corresponding decrease in the Mutual's Common Area will not be approved.

Completion of an alteration without approval may cause serious issues for the homeowner involved. These issues are discussed in Appendix C.

Reference: CC&Rs 9 Policy Appendix C

Adopted and Revised:

April 28, 2003

June 13, 2006

ASSESSMENTS, FINES, DELINQUENCIES AND LIENS

Page 1 of 2

Per Article 6 of the Mutual 68 CC&Rs, Assessments and Liens, the Board shall have the power and duty to levy and enforce the following:

- Annual assessments
- Special assessments
- Reimbursement assessments
- Enforcement assessment and fines levied by the Mutual, and
- The Unit's share of charges that the Mutual or the Owner is required to pay to the Foundation together with all additional charges.

Delinquent assessments:

Assessments are due on the first day of each month. Payments may be made by electronic transfer, 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. 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 15th day of the month [the next working day if the 15th falls on a Saturday, Sunday or holiday] are delinquent and will incur a \$40.00 late charge. All payments received are first applied to the principal owing, then to the oldest outstanding item, and 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, mail or arrange for electronic transfer of the monthly assessment, have it processed and posted to accounts by the 15th day of the month.

Fines:

Fines will/may be assessed by the Mutual for non-compliance with any of the Bylaws, CC&Rs, and/or Policies.

The resident will first be given a verbal warning of the violation with a specific time in which correction is expected to be made by the resident. If the resident does not correct the problem within the time specified, and then written notice of non-compliance, the remedy required, and a specific amount of time allowed for correction will be sent by certified first class mail to the resident. If the problem still persists at the end of the given time period, then a \$40 fine will be assessed. If at the end of 30 days the fine is not paid, then it will begin to accrue interest at a rate of 10% per annum compounded daily and will be added to the resident's account. The resident's account will be considered to be in default at that time.

ASSESSMENTS, FINES, DELINQUENCIES AND LIENS

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Accounts over 90 days past due are considered in default. Per Civil Code §1367, the Mutual will notify the owner, in writing, via certified mail and regular mail, of the Mutual's

- Fee and penalty procedures,
- Collection policy.
- An itemized statement of the charges owed by the owner, including the method used to calculate the charges that have to be paid to bring the account current will be provided.

If payment is not received within the stated 10 days, a "Notice of Delinquent Assessment" will be recorded with the Contra Costa County Recorder as a lien against the property. In accordance with California Civil Code §1367, this lien may be enforced in any manner permitted by law, including the sale of the unit by the court.

The Mutual accepts no responsibility for notices not received by the owner. Notices will be sent as required by law under foreclosure proceedings. It is the owner's responsibility to be aware of and understand these procedures and to pay all assessments when due.

Owners and former owners are personally liable for delinquent assessments that accrue during their ownership. The Board may proceed against these individuals in any way available under the law to collect any and all delinquent amounts.

Disputes involving collection of assessments/fines:

Per Civil Code §1366.3, if an owner disputes an assessment, fines, fee and/or cost, the owner may protest and seek resolution via the Alternative Dispute Resolution (ADR) procedure in Civil Code §1354.

Before the Mutual may be served with a request for ADR, the owner has to pay the Mutual, "under protest", the following costs that may have accrued:

- The full amount of the assessment/fine in dispute
- Any late charges
- Interest
- Collection costs
- All fees and costs associated with the preparation and filing of a notice of delinquent assessment or fine, including all mailing costs, and including reasonable attorney fees not to exceed \$425.00.

Reference: CC&Rs 6

Adopted and Revised: April 28, 2003; October 4, 2004

BIRD FEEDERS

Bird seed feeders and/or scattering 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. Liquid hummingbird feeders are an exception and are allowed.

Reference: CC&Rs 4.14.3
Adopted and Revised:
April 28, 2003

COMMERCIAL ACTIVITIES

No commercial activities may be conducted in the common area, except professional and administrative professions as may be permitted by applicable governmental ordinances, provided that there shall be no external evidence thereof. External evidence may include, but is not limited to, signs, the presence of employees, or business traffic including clients, vendors or delivery services.

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

COMMITTEES AND COMMITTEE CHARTERS

The following are the standing committees of Mutual 68:

- Finance Committee
- Building Committee
- Community Information Committee
- Landscape Committee
- Social Committee

Within one month after the Mutual 68 annual meeting, the president will appoint, with board approval, chairs of the standing committees to one-year terms. The chairs will select additional members to serve on the committees. Members should be selected using the following criteria: area served, expertise and interest and ability to make a contribution to the committee. Chairs may be re-appointed to successive one-year terms; members may be re-appointed for successive two-year terms.

Each committee shall have a charter which shall include at least the following sections: purpose, responsibilities, meetings and composition of the committee. Other sections may be added as needed to clarify the function of the committee.

Committee charters are found in Appendix A. Charters are in effect from one annual meeting until the next, or as soon thereafter as the newly elected board of directors can appoint or re-appoint the chair and review and re-approve the charter. Charters are part of the policy handbook.

Nominating Committee

The board shall appoint a nominating committee not more than sixty (60) days following the conclusion of each annual meeting. This nominating committee shall serve until the close of the next annual meeting.

Reference: Committees and Committee Charters, Bylaws 10.1

Nominating Committee, Bylaws 6.1.2

Adopted and Revised:

April 28, 2003

March 26, 2007

ENFORCEMENT OF POLICIES

To enforce the Mutual's policies, the Board may levy a fine, not to exceed \$100 for each offense. If a fine is levied, it may be appealed by the person on whom it was levied at a closed hearing of the Board called for that purpose.

The Board may also impose suspension of an Owner's rights to vote in a Mutual election or use Golden Rain Foundation recreational or community facilities.

Reference: Bylaws 8.1.4
CC&Rs 10.5.3
Adopted: April 28, 2003

EXCESSIVE NOISE

Noises, e.g., stereo, organ, radio, television, piano music, or party conversation, are to be kept at a level which will not interfere with or be an annoyance to residents in neighboring residences.

Reference: CC&Rs 4.6
Adopted: April 28, 2003

EXTERIOR CLOSETS

All Eagle Ridge buildings contain exterior closets for utilities that include the gas and electric meters, cable TV and telephone connections, and fire sprinkler system valves. Utility closets for the duplex and triplex buildings are located adjacent to the front corners of the building on either side. The fourplex buildings contain six exterior closets adjacent to the garage, three of which contain the utility meters and connections and the fire sprinkler system valves. These utility closets belong to the Mutual and storage of personal belongings or trash receptacles is not allowed. Cleaning of these closets is the responsibility of the Mutual.

Two of the remaining three exterior closets of the fourplex buildings are located alongside the garage and next to the front steps leading to the upper unit. These two closets (one on each side of the garage) have been designed to accommodate trash receptacles and belong to the upper unit owner. The upper unit owner may install shelving and store personal belongings in their assigned closet. Cleaning of these closets is the responsibility of the homeowner.

As shown on the floor plans provided by the developer, the trash receptacle storage area for the lower units of a fourplex is an alcove built in the wall on the inside of the garage. There is no exterior door for this area.

The remaining exterior closet of the fourplex, located adjacent to the fire sprinkler closet is the property of Mutual 68. (The red alarm bell above the closet door may readily identify the fire sprinkler closet.) The Mutual closet is for the purpose of storing records, tools, and materials needed during building maintenance and landscape work. All of these closets have keyed locksets installed and have been posted with signs that state that they are Mutual common space, that they are intended for Mutual 68 storage and, that the Mutual reserves the right to remove any illegally stored materials. If a Mutual 68 closet is being used temporarily for the storage of trash containers or personal belongings, a Board Director or the Chairperson of the Building or Landscape Committee may rescind such use on 24-hour notice. The Mutual Operations Division and the Building Committee shall retain control of keys and make appropriate assigned use of the spaces as directed by the Board.

Reference: UDC Homes approved building plan, revision #7, dated February 5, 1998
Adopted and Revised:
April 28, 2003;
October 27, 2003

FINANCIAL ACTIVITIES

Page 1 of 2

Authorization for expenditure of funds:

The Board's approval of an annual operating budget includes authorization for the Manager to commit M-68 funds for budgeted activities, except as noted:

1. Any contract or order totaling more than \$5000 must be submitted to the Board for approval. Manager will use competitive bidding when prudent business dictates and when awarding contracts or orders for amounts estimated to exceed \$5000.
2. Unless specifically exempted in writing to the Manager, non-emergency, mutual-billable building maintenance activities in excess of \$500 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.
3. The Board may authorize the Landscape Committee and Building Committee Chairs to approve expenditures pertaining to their committees.

In the absence of a Board member, the Director of Mutual Operations is authorized to expend M-68 funds in the event of an emergency.

Operating fund:

In order to accept and disburse money for M-68 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 Assistant Treasurer (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.

Replacement reserve fund:

The Board approves a monthly assessment to establish a Replacement Reserve Fund (Reserve Fund), based upon a reserve study prepared in accordance with the requirements of California Civil Code §1365.5.

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.

FINANCIAL ACTIVITIES

Page 2 of 2

Financial report:

The Mutual contracts with a Certified Public Accountant (CPA) to conduct an annual audit of the Mutual's financial records and submit an audited financial report to the Board. A copy of the annual, audited financial report is sent to each owner.

Reference: CC&Rs 6
Adopted and Revised:
April 28, 2003
May 24, 2010

GARAGES AND PARKING

Page 1 of 2

Each owner will keep his or her garage area in a neat and orderly condition. No garage area may be modified or changed to reduce the number of cars it was originally designed to accommodate. Garage doors shall remain closed, except when a garage is in use.

There will not be any modification of a garage that eliminates its primary function of housing motor vehicles. Any proposed alteration or modification of the garage from its initial construction other than conventional garage shelving, cabinets and work benches must be approved by the Mutual 68 Board acting as the Architectural Control Committee. (See Page 1).

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 shall be permitted. Vehicles leaking excessive amounts of oil or other fluids shall not be parked on Mutual property. Owners may be notified to remove the vehicle.

Residents are required to park their motor vehicles in their garage unless the residents, designated occupants and/or live-in care providers have more vehicles than can be accommodated in the garage. In this case the extra vehicle(s) may be parked in the resident's driveway or on the streets or areas where allowed.

Except as approved by the Board on a case-by-case basis, commercial vehicles in service to a resident may not be parked in their driveways or on the Mutual's streets except for loading and unloading, which may not exceed a maximum of 24 consecutive hours.

Residents must advise their guests to park in their driveway, or other designated parking areas. Guests are also expected to obey all sections of this policy. Trailers, recreational vehicles (excepting golf carts), boats, commercial type trucks, and similar vehicles may not be parked in residential areas. Residents owning these types of vehicles should park them outside the Mutual or arrange for parking them in the designated storage area adjacent to Rockview Drive. Information and reservations for space and rental amount may be obtained from Rossmoor Public Safety at 988-7840. A recreational vehicle may be parked temporarily in the residential area while being prepared for travel or on return from travel.

To ensure orderly ingress and egress to Eagle Ridge and to maintain access to vital services such as mail delivery, garbage and recycle pick-up, and service deliveries, residents should comply with the following:

GARAGES AND PARKING

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- Within 6 months of taking occupancy, residents should have their garages prepared to park their vehicle(s) inside.
- Vehicles parked on the street should be parked no further to the right than having the two right wheels in the rolled curb. Vehicles may not encroach upon the sidewalks or over the edge into landscaped areas where no sidewalk exists.
- Care must be taken to allow access to mailboxes. The Post Office will not make a delivery if access to the mailbox by their delivery truck is blocked by a parked vehicle.
- Care must also be allowed for access to garbage and recycle receptacles. If these receptacles are blocked by vehicles, garbage and recycling will not be picked up.

The traffic and parking rules of the Walnut Creek Municipal Code and the State of California Vehicle Code apply to Rossmoor. A general rule to keep in mind is that no vehicle may park where it is unsafe to do so. Specific parking rules include the following:

- Vehicles may not be parked within 20 feet of the approach to a stop sign.
- Vehicles may not be parked within 15 feet of a fire hydrant.
- Vehicles may not be parked in front of a driveway or on a sidewalk.
- Vehicles may not be parked in one place for more than 72 consecutive hours.

These rules are enforced by Rossmoor Public Safety and the Walnut Creek Police Department. In the event of recurring violations of parking rules by a vehicle, call Rossmoor Public Safety (939-0693).

Reference: CC&Rs 4.19
Adopted and Revised:
April 28, 2003
March 26, 2007

GARBAGE AND RECYCLING RECEPTACLES

Garbage and recycling receptacles may not be put outside, if they can be seen from the common area, except on the night before and day of garbage and recycling pick-up. Garbage and recycling receptacles must be put back out of sight on the day of garbage and recycling pick-up.

Care must be taken to provide for garbage and recycling pick-up. This may mean placing the receptacles in groups, with the wheels in the rolled curb, to prevent parked vehicles from blocking access to them.

Reference: CC&Rs 4.15
Adopted: April 28, 2003

HARASSMENT

Members and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or directed at management, its agents, its employees, or vendors.

Reference: Berding & Weil, January 2007 seminar
Adopted:
April 23, 2007

HEARINGS

Page 1 of 2

Hearings may be held by the Board a) at the request of a Resident or b) as determined by the Board for disciplinary reasons.

Initiation of action:

When a hearing is called by the Board or requested by a member, the following procedures will be followed:

- Notice of the date, time and location of the hearing shall accompany the notice of the disciplinary action which is transmitted to the owner.
- If the Board has not scheduled a hearing and the Owner desires a hearing, the Owner's written request therefore shall be delivered to the Mutual no later than five (5) days following the date when the notice of the Board's disciplinary action is transmitted to the owner.
- The hearing shall be held not less than twenty (20) days and not more than forty (40) days following the date of the Board's notice of the disciplinary action or not less than twenty (20) nor more than forty (40) days following the receipt of the Owner's request for a hearing.
- If a hearing is scheduled or requested, any sanctions imposed, or other disciplinary action taken by the Board shall be held in abeyance and shall become effective only if affirmed at the hearing.
- In the notice, the Board will request that the Member notify the Board if s(he) plans to bring legal counsel to the hearing.
- If a quorum of the Directors fails to attend the hearing, the matter will be heard at the next succeeding regular or special Board meeting at which a quorum attends, with the member receiving the same notice as given Board members.

The hearing:

A disciplinary hearing by the Board shall be informal, and will be presided over by the President or the Vice President, who will:

- Read the charges against the Member;
- Require that the charges be verified by the testimony of one or more of the persons making them;
- Hear any other witnesses against the Member;
- Allow the Member to make a statement in his or her own behalf;
- Allow the Member to call witnesses in his or her own behalf; and
- Allow the Directors present, when and as recognized by the chair, to question the witnesses.

HEARINGS

Page 2 of 2

A hearing scheduled at the request of a Resident shall be conducted in a similar fashion, with the Board hearing from all parties involved and able to question each party as necessary.

If the Member fails to appear at a noticed hearing, the Board may conduct its deliberations and make its decision based on the information then available to the Board.

After the hearing, the Board will deliberate and, not later than three (3) business days, will vote on the matter, which will be determined by a majority vote of the Directors present at the hearing. The Board will attempt to contact the Member in person or via telephone to inform the member of the decision within 24 hours of the Board's decision. Written notice of the decision will be transmitted to the member via registered or certified mail.

Reference: CC&Rs 10.5-8
Adopted: April 28, 2003

INSURANCE

Mutual 68 contracts with other mutuals to participate in a deductible-allocation agreement on a blanket property insurance policy. M-68 is responsible for the first \$10,000 of the deductible for damage from a covered occurrence in M-68. M-68 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 between \$10,000 and \$100,000.

The Director of Mutual Operations is authorized to withdraw funds from the Mutual's operating account to fulfill M-68'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 residences managed by the Manager are 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, wind, wind-driven rain), built-in fixtures, 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. Alterations or improvements made after original completion of the unit are covered if the Mutual 68 Building Committee and the Mutual 68 Board, acting as the Architectural Control Committee have approved the alteration or improvement. Any alteration or improvement made that requires Mutual 68 Building Committee and the Mutual 68 Board acting as the Architectural Control Committee approval in accordance with Page 1 of the policy but has not received such approval is not covered under the property insurance policy.

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.

Reference: Bylaws 8.2.13
Adopted and Revised:
April 28, 2003
March 26, 2007

INVESTMENT OF MUTUAL FUNDS

The Board of Directors delegates authority for investment of funds to the Chief Financial Officer of Golden Rain Foundation, who also serves as Assistant Treasurer of Mutual 68. Investments will be based upon the timing of forecasted cash expenditure needs and in accordance with the guidelines stated below set by the Board from time to time.

Separate investment accounts will be maintained for operating and reserve funds.

Safety of principal, liquidity and marketability are significant objectives of investment of Mutual 68 funds. Investments must be flexible to meet normal and extraordinary operating needs. The maximum investment term will not exceed maturities of five years from the date of purchase.

Investment may utilize any of the following instruments and should maintain compliance with any regulatory agencies or agreements.

- **US Direct Obligations** - issued directly by the US Government in the form of treasury instruments and including T-bills of varying maturities. These assets are backed by the full faith and credit of the US Government.
- **US Government Agencies Securities** – debt obligations that result from lending programs of the Federal Government. Issues have de-facto backing of the government which provides a strong degree of safety.
- **Certificates of Deposit** – issues provided by financial institutions of varying time frames providing higher interest than non-time restricted deposits.
- **Money Market Accounts** – interest-bearing checking accounts with interest rates normally associated with short-term Treasury Bill rates.
- **Repurchase Agreements** – contractual arrangements between a financial institution or dealer and an investor. The investor places the funds for a certain number of days at a stated yield. In return, the institution takes title to a given block of securities as collateral. At maturity, the securities are repurchased, and the funds are repaid with interest.

Reference: Bylaws 12.4

Adopted and Revised:

April 28, 2003

May 24, 2010

LANDSCAPING

Mutual 68 has established landscape planting and maintenance policies for the purpose of maintaining and enhancing the natural beauty of Eagle Ridge for the benefit of all homeowners.

Responsibility for landscape planting and maintenance of the common area has been granted to the Mutual by the California Civil Codes that govern condominium projects. This work is paid for from funds collected from the homeowner's monthly coupon. The Mutual contracts with the Golden Rain Foundation (GRF) to provide certain specific maintenance services which are performed by the Mutual Operations Division (MOD). Certain additional services are performed by landscaping contractors under the direction of MOD and the Landscape Committee.

All requests by homeowners for landscape changes that will alter the approved landscape plan by addition, removal or relocation of ground cover, shrubs or trees in the Common Area must be submitted to the Landscape Committee for approval. Certain restrictions exist for landscape changes in the Exclusive Use Common Area as well. Landscape Committee Representatives can advise residents as to planting restrictions.

Appendix E contains detailed procedures for the submission and approval of a landscape change request. Prohibitions regarding certain types of tree and other plantings are also described. Homeowners submitting landscape change requests may be charged for the cost of the work involved. If applicable, the homeowner may also be required to obtain the agreement of other affected residents prior to approval.

Residents may not prune, top, or remove any tree or shrub in the Common Area themselves, nor may they hire a contractor to do such work. Minor routine pruning and trimming requests may be made directly to the MOD Landscape Maintenance Desk by phoning 988-7640. Major requests for this type of work should be brought to the attention of your Area Landscape Committee Representative.

Reference: California Davis-Stirling Act Section 1364
CC&Rs 8; CC&Rs 9
Landscaping Policy Appendix E
Adopted:
April 28, 2003

LAUNDRY

No outside clothesline or other outside clothes washing, drying, or airing facilities shall be maintained anywhere in Mutual 68.

Reference: CC&R 4.12
Adopted:
April 28, 2003

LEASING OR RENTING

Although Mutual 68 Units are intended to be owner-occupied, the governing documents allow a maximum of twenty-four (24) Units to be leased or rented at any one time. Requests to lease or rent must be approved by the Board of Directors.

As Eagle Ridge, Mutual 68, is a senior housing development that is intended to qualify for the senior housing provisions of the federal Fair Housing Act, the federal Housing for Older Persons Act and the California Civil Code, tenants must meet and comply with the *Senior Housing Residence Restrictions for Walnut Creek Mutual No. Sixty Eight*. Any owner that intends to lease or rent their Unit should thoroughly review these housing restrictions which are included behind the last tab in your Governing Documents Manual. In addition to this document, Article 4.3 of the CC&Rs contains many restrictions covering the leasing and renting of Units.

Length of lease:

A residence may be leased or rented for periods up to one year with the minimum allowable period being six months. The Board may approve a longer occupancy period, if, in its discretion, the Board determines that a longer period is in the best interests of the members. It is not the intent of the Board to indiscriminately approve leases for a period of occupancy beyond a one-year period.

Minimum age requirement:

At least one lessee must be 55 years of age, the minimum age required to be a "qualifying resident", or older.

Procedure for processing leases:

Rental, lease and other occupancy permit forms are available at the Golden Rain Foundation Administration Office at Gateway. Owners must obtain written approval from the Mutual 68 Board before executing a Rental or Lease Agreement.

Owner responsibility for tenant:

Each owner shall be strictly responsible for and shall be liable to the Mutual for the actions of the Owner's tenant(s) in or about all Units and Common Area and for each tenant's compliance with the provisions of the Governing Documents. A copy of Mutual 68's Policies and the Governing Documents will be given to the lessee for a specified fee.

Reference: Senior Housing Residency Restrictions
CC&Rs 4.3

Adopted:
April 28, 2003

MAINTENANCE

According to the California Civil Codes that govern condominium living arrangements, certain repair and maintenance activities are the responsibility of the Mutual and others are the responsibility of the unit owner. Maintenance of the Common Area, including landscaping and building exteriors, is generally the responsibility of the Mutual. This work is paid for from funds collected from the homeowner's monthly coupon. The Mutual contracts with the Golden Rain Foundation (GRF) to provide certain specific maintenance services. These services are performed by the Mutual Operations Division (MOD).

The repair and maintenance of the interior of a unit and the Exclusive Use Common Area associated with a unit are generally the responsibility of the unit owner. MOD is able to provide repair and maintenance services for the homeowner on a billable basis. Such services performed by MOD are normally billed at a lesser rate than an outside contractor would charge for comparable work. Generally, any resident has the option of using these services and paying MOD for them or contracting with outside licensed vendors to do the work. Contractors hired by residents must abide with the Mutual 68 Work Rules policy.

Appendix B lists frequent maintenance and repair items and identifies whether they are Mutual billable or resident billable. The MOD Order Desk maintains a current copy of Mutual 68's Policy in this regard and will advise residents at the time maintenance orders are taken that the work may be billable to them.

Mutual billable items with an estimated cost exceeding \$500.00 must be approved by the Board. Exceptions to prior approval are problems involving pest control, exterior lighting, smoke detectors, irrigation sprinklers, or emergency situations.

Reference: California Davis-Stirling Act Section 1364
CC&Rs 8
Policy Appendix B
Adopted and Revised:
April 28, 2003
May 24, 2010

MEETINGS

Members will be advised of scheduled Board meetings and are invited to attend.

The Board will permit any Mutual member to speak at any regular Board meeting, special Board meeting or regular or special member meeting. Members may not attend an executive Board session.

The Board may establish a reasonable time limit during which an owner may speak.

The Board will only allow comments against the Board which are not slanderous, and which are delivered in a non-belligerent manner, so that comments are not only constructive, but also are neither threatening nor offensive to any person in attendance.

No video or audio taping of Board, Committee, or Membership meetings will be permitted except for video or audio taping authorized by or on behalf of the Mutual Board.

Minutes of Board and Committee meetings will be prepared and filed in the Board office at Gateway complex.

Owner Access to Board Minutes

Per California Civil Code Sec.8333, owners may have access to minutes of Board meetings, other than meetings held in Executive Session, within thirty (30) days of the meeting. Minutes may be reviewed at the Board Office at Gateway Complex. Minutes shall be those adopted by the Board at the subsequent meeting, or if that has not yet occurred, the draft minutes clearly marked as such, or a summary of the minutes.

Upon request, Owners may have copies of minutes, draft minutes or a summary of the minutes. The Mutual may charge for the distribution cost. Owner's written requests for copies of minutes should be send to the Mutual's Board of Directors at 1001 Golden Raid Road, Walnut Creek, CA 94595.

Reference: Meetings, California Davis-Stirling Act Section 8320; Bylaws 4 Owner Access to Board Minutes, California Davis-Stirling Act 8333; Bylaws 7.10

Adopted and Revised:

April 28, 2003

July 25, 2005

MEMBER ACCESS TO MUTUAL RECORDS

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Mutual Members shall have access to records of the Mutual for the purpose of inspection and obtaining copies as provided in this Policy. Access to records will be provided to a requesting Member or, in most cases, to the authorized representative of the requesting member, provided that the Member's designation of such representative is in writing signed by the Member and delivered to the Mutual. Only members (and not their representatives) are entitled to inspection of or a copy of the Membership list.

ARTICLE 1 DEFINITIONS

For the purposes of this Policy, there are two categories of Mutual Records which shall be referred to as "Tier One records" and "Tier Two Records."

1.1 Tier One Records. Tier One records shall consist of the following;

- a. the current governing documents of the Mutual (i.e., articles of Incorporation, bylaws, Declaration of Covenants, conditions and Restrictions, Rules and Policies adopted by the Board);
- b. The membership list which shall set forth the name, property address and mailing addresses of all Mutual Members except those who have opted out as provided in this Policy and by law;
- c. Agendas and minutes of meetings of the board of Directors of the Mutual (excluding agendas, minutes and other information relating to executive sessions of the Board and matters considered or discussed in executive session), of the Members, any Committee of the board (a committee comprised only of Board members) and any committee appointed by the Board that has decision making authority; documents required to be provided to the Members under Sections 1365 or 1368 or the California Civil Code;
- d. Unaudited financial statements, periodic or as compiled, that contain a balance sheet, an income and expense statement and/or a budget comparison;
- e. State and federal tax returns; statements showing the balances in the Mutual's operating and reserve accounts and payments made from the reserve account;
- f. and any other records described as "Association records" in Section 1365.2(a)(1) of the California Civil Code.

MEMBER ACCESS TO MUTUAL RECORDS

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- 1.2 Tier Two Records. "Tier Two Records" shall consist of the following:
- a. Invoices;
 - b. Receipts; cancelled checks drawn on Mutual checking accounts;
 - c. Periodic statements for credit card accounts in the name of the Mutual
 - d. Statements for services rendered by third party service providers;
 - e. Purchase orders approved by the Mutual
 - f. Reimbursement requests; and
 - g. Other records described as "enhanced association records" in Section 1365.2(a)(2) of the California Civil Code.

ARTICLE 2 MEMBERSHIP LIST

- 2.1 Procedures for Obtaining Membership List. Upon submission to the Mutuels' Board Office (1001 Golden Rain Road, Walnut Creek, CA 94595) of a written request for access to the membership list of the Mutual, which written request states a purpose that is reasonable related to the requesting member's interest as a Member of the Mutual for which assess is requested, the Mutual will make the membership list setting forth the names, property addresses and mailing addresses of the Members of the Mutual available for inspection or copying by the requesting Member within five (5) business days after receipt of a proper written request in the Board Services Office.
- 2.2 Exceptions; Member's Right to "Opt Out." A requesting Member's right of access to the membership list shall be subject to the following exceptions:
- a. Any Member shall have the right to opt out, as provided in Section 1365.2(a) of the California Civil code, of having his or her name, property address and mailing address included in the membership list by filing with the board Services Office and Opt Out Notice signed by such Member, which Notice shall be in a form approved by the Mutual
 - b. With respect to any member who has filed a proper Opt Out Notice with the Mutuels' Board Office, the Mutual shall redact such Member's name, property address and mailing address from the membership list provided to a requesting Member.
 - c. At the time the Mutuels' Board Office makes the membership list available to the requesting member for inspection and copying, the

MEMBER ACCESS TO MUTUAL RECORDS

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Mutual shall provide the requesting member in writing with a reasonable method of achieving the purpose stated in such Member's request for access to the membership list as an alternative to providing the name, property address and mailing address of any Member who has filed an Opt Out Notice with the board Mutuals' Board Office.

ARTICLE 3 MINUTES

- 3.1 Board Meetings. Minutes of Board meetings (not including minutes, if any, of executive sessions) in final or, if not yet in final, in draft or summary form shall be provided within 30 days after the date of the meeting of, if a proper written request for access to such minutes is received later than 30 days after the date of any Board meeting, within 10 business days after such request for such minutes has been received in the Mutuals' Board Office.
- 3.2 Membership and Committee Meetings. Minutes of membership meetings and minutes of meetings of any Committee of the Board (a committee composed solely of Board members) and of meetings of any committee appointed by the Board that has decision-making authority shall be made available as hereinafter provided.

ARTICLE 4 OTHER RECORDS

- 4 Other Records. Requests for any other records shall be submitted in writing to the Mutuals' Board Office and shall state with specificity which record, or records are being requested, identifying all such records by type, name, and date or time period applicable to the record or records requested. Records, other than the current membership list and minutes of Board meetings, for the current fiscal year and for the two fiscal years immediately preceding the current fiscal year and which are properly requested by a Member will be made available by the Mutual. Records for periods other than the current fiscal year and the two immediately preceding fiscal years will be made available only in exceptional cases as determined by the Board in its sole discretion. Minutes will be made available without regard to the year in which the meeting to which requested minutes relate was held.

MEMBER ACCESS TO MUTUAL RECORDS

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ARTICLE 5 WHEN RECORDS WILL BE MADE AVAILABLE

- 5.1 In General. Except as otherwise provided in this Policy, requested records prepared during the current fiscal year will be made available within 10 business days after a proper written request for such records is filed in the Mutuals' Board Office, and requested records prepared prior to the current fiscal year and to be made available as provided in this Policy will be made available within 30 calendar days after a proper written request is filed in the Mutuals' Board Office.
- 5.2 Minutes of Membership Meetings. Minutes of the most recent membership meeting will be made available within 10 business days after a proper request is filed in the Mutuals' Board Office and, if such minutes have not yet been approved, they will be provided in draft or summary form. Minutes of other membership meetings will be made available within 30 days after a proper request is filed in the Mutuals' Board Office.
- 5.3 Committee Meeting Minutes. Minutes of meetings of committees shall be made available within 15 days after a proper request has been filed in the Mutuals' Board Office or within 15 days after such minutes have been approved, whichever is later, provided, however, that, as provided in section 1365.2, the Mutual shall not be obligated to make committee minutes available prior to January 1, 2007.

ARTICLE 6 MEMBER REQUEST FOR MAILING OF COPIES

Member Request for Mailing of Copies. A Member may submit a written request to the Mutuals' Board Office for copies of specifically identified records that are to be made available under this Policy including a request that those records be mailed to the Member. If a request is submitted for the mailing of records to a requesting member, the Mutual shall mail the requested records to the Member within the applicable time period set forth in this Policy.

ARTICLE 7 MEMBER REQUEST FOR RECEIPT OF RECORDS BY ELECTRONIC TRANSMISSION.

Member Request for Receipt of Records by electronic Transmission. A Member may submit a written request to receive records that are to be made available under this Policy by means of electronic transmission or machine-readable media and the requested records shall be made

MEMBER ACCESS TO MUTUAL RECORDS

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available in that manner as long as such records may be so transmitted in a redacted format that does not allow the records to be altered.

ARTICLE 8 WITHHOLDING OR REDACTING OF CERTAIN INFORMATION.

8.1 Information Which May be Withheld or Redacted. The Mutual may withhold or redact from records made available to a Member the following information:

- a. Information that is reasonable likely to lead to identity theft as defined in Section 1365.2 of the California Civil Code
- b. Information that is reasonable likely to lead to fraud in connection with the Mutual;
- c. Information that is privileged under the law;
- d. Information that is reasonable likely to compromise the privacy of an individual Member;
- e. Information consisting of records of a-la-carte goods or services provided by the Mutual to individual Members for which the Mutual received monetary payment other than assessments;
- f. Information consisting of records of disciplinary actions, collection activities or payment plans relating to members other than the requesting member;
- g. The personal identification information of a person as described in Section 1365.2 of the California Civil Code;
- h. Agendas, minutes and information from executive sessions of the Board of Directors, except that executed contracts that are not otherwise privileged shall not be withheld
- i. Personnel records of Mutual employees other than compensation information that may not be withheld or redacted as provided in Section 1365.2 of the California Civil Code; and
- j. Architectural plans, including security features, for the interior of individual Manors.

8.2 Employee Compensation. The Mutual will not withhold or redact information regarding compensation of individual employees of the Mutual except that such information will be set forth by job classification or title and in a manner that will not identify an employee's name, social security number and other personal information.

MEMBER ACCESS TO MUTUAL RECORDS

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- 8.3 Legal Basis for Withholding or Redacting Information. Upon the written request of a member, the Mutual will specify the legal basis for withholding or redacting information withheld or redacted in making records available to such Member

ARTICLE 9 REIMBURSEMENT OF COSTS INCURRED BY MUTUAL IN MAKING RECORDS AVAILABLE.

- 9.1 In General. A requesting member shall reimburse the Mutual the amount of the costs directly and actually incurred by the Mutual in connection with the copying of the requested records and, if a Member requests that records be mailed to the Member, the amount of the actual cost of such mailing.
- 9.2 Estimate: Member Agreement to Reimburse Mutual. Prior to making records available and prior to mailing any records to a Member, the Mutual shall notify the member in writing of the cost of copying and mailing of the requested records and the member shall agree in writing to reimburse the stated amount to the Mutual before the records are made available.
- 9.3 Costs of Redacting. A requesting Member shall also reimburse the Mutual for the actual costs of redacting information from records made available in accordance with this Policy provided that the amount to be reimburse to the Mutual in connection with the redacting of information from records made available to a requesting member shall not exceed the amount of \$10.00 per hour and a maximum amount of \$200.00 and provided, further that the Mutual shall notify a requesting Member in advance of the cost of redacting such information and the Member shall agree in writing to reimburse the Mutual in the stated amount before the records are made available.

ARTICLE 10 IMPROPER USE OF MUTUAL RECORDS PROHBITED

10 Improper Use of Mutual Records Prohibited. In not event shall Mutual records or any information contained in such records be sold, used for any commercial purpose or used for any purpose not reasonable related to a Member's interest as a Member of the Mutual and the Mutual shall have all rights provided by law to enforce this provision including the obtaining of injunctive relief and the recovery of damages and the costs and expenses incurred in any enforcement action or proceeding.

Approved:
June 26, 2006

NOTICE OF POLICY CHANGE

The Board of Directors has the power and the authority to establish and amend Policies that it deems necessary for the management and operation of the Project and the conduct of business and affairs of the Mutual. Any Policy proposed by a Standing Committee must be approved by the Board.

The Board must notify all homeowners 30 days prior to adoption of any new or revised policy. Following adoption by the Board for the Policy to become effective, members shall be notified within 15 days. Such notification may be by means of the United States Postal Service, personal delivery, or publication in the *Rossmoor News* or Mutual 68 newsletter. The effective date shall be the date of postmark for U.S. mail, the date of publication for newspaper and newsletters, and the date of delivery for personal delivery.

All residents are encouraged to become familiar with the Mutual Governing Documents, the Bylaws, the CC&Rs, and the Board Policy manual.

(Per Civil Code § 1357.130. Rule Changes; procedures for Notice, Adoption;
Emergency Rule Changes Revised and Adopted January 26, 2004

Reference: Bylaws 7.9 CC&Rs 5.5
Adopted and Revised:
April 26, 2003
October 4, 2004

OCCUPANCY

The Senior Housing Residency Requirements define who may occupy a residence. If a resident wants to hire a “live-in” employee, (s)he should first contact Member Services, who will provide a copy of the approved procedure and arrange for a bar code to be issued. Live-in employees (such as nurse, housekeeper, etc.) may not use the community’s recreational facilities.

Information about qualified permanent residents and care providers is available from Member Services. The Mutual requests that all owners/occupants provide the requested information about those residing in residences to ensure that the Mutual’s qualification as a senior retirement community is not jeopardized, and so that Emergency Preparedness Coordinators are aware of occupancy.

Reference: Senior Housing Residence Requirements
CC&Rs 4.1
Adopted and Revised:
April 28, 2003
March 26, 2007

OUTSIDE FIRES

Charcoal barbeques, hibachis, outdoor fireplaces, tiki torches and any other open flame devices shall not be used anywhere in Mutual 68 including patios, decks and park areas, with the exception of open flame cooking devices fueled by propane or butane and electrical cooking devices, which are allowed.

Adopted:
January 26, 2009

PAINTING

Painting of the interior of a residence by the homeowner is allowed and no approvals are required by the Mutual. The original interior paint color used throughout Eagle Ridge is Kelly-Moore Western Acoustic.

Painting of the exterior surfaces of buildings, including Exclusive Use Common Areas, is done on a scheduled basis under contract from Mutual Operations Division (MOD). This work is paid for from funds collected in the reserve portion of the homeowner's monthly coupon. Individual homeowners are not allowed to paint, or to contract to paint, building exteriors and the exterior sides of exterior doors. Minor touch-up painting is allowed.

The developer's architect designed the exterior color palette for Eagle Ridge. Seven color schemes, each consisting of four different colors, have been used at our buildings. Four of these color schemes use Dunn-Edwards paint and three schemes use Kelly-Moore paint. To enable homeowners to purchase a small amount of paint for touch-up, the complete color palette is included as Appendix D. Although color chips are not available for all of the listed colors, the paint stores have the mixing codes on file and can supply the correct paint color.

The color schemes currently in use as shown in Appendix D may be changed in the future at the discretion of the Board.

Reference: Policy Appendix D, Eagle Ridge Building Color Palette
Adopted:
April 28, 2003

PETS

Unless prohibited by the Board, no animals shall be kept, bred or raised within the Mutual for any commercial purpose. An owner may keep two (2) customarily uncaged household pets within the owner's unit. Each owner may also maintain a reasonable number of fish or small caged animals. Keeping and controlling pet animals is expressly subject to any controls or prohibitions that may be adopted by the Board, the Golden Rain Foundation or City of Walnut Creek.

No pets may be kept in the Mutual that become a nuisance. Pets that are determined by the Board to be noisy or obnoxious are subject to removal from the Mutual.

When pets are outside the residence, they must be on a leash and under control at all times, and the pet's owner is responsible for cleaning up any waste.

Pets will not be allowed at any time in any of the community facilities, such as clubhouses, swimming pool areas, and golf course.

Power Sources for Electric Vehicles

This policy pertains to requirements for recharging electric vehicles in Mutual Sixty-Eight.

CONTROLLING STATE LAW

Under California Civil Code Section 4745, Mutual Sixty-Eight condominium owners may install a separate circuit in their garage to charge a plug-in electric automobile.

GENERAL CONDITIONS FOR POWER SOURCE INSTALLATION

Residents will be responsible for the installation of the separate electric circuit that meets the requirements established by state and Walnut Creek laws and by the electric automobile manufacturer.

In addition, residents must obtain a Mutual Sixty-Eight alteration permit, as well as a City of Walnut Creek permit, for all electrical modifications required to provide hook-ups for their electric automobiles. All charges for the modifications will be the resident's responsibility. All electricity utilized in recharging the vehicle will appear on the monthly bill to the resident.

There will be no charges incurred by Mutual Sixty-Eight for any of these modifications.

INSURANCE REQUIREMENT

California Civil Code 4745 requires the condominium owner to provide a certificate of insurance that names Mutual Sixty-Eight as an additional insured under the homeowner's insurance policy. The Code also requires the condominium owner and each successive owner, at all times, to maintain an umbrella liability coverage policy in the amount of [at least] one million dollars (\$1,000,000) covering the owner operating a Mutual Sixty-Eight approved power installation. The condominium owner must name Mutual Sixty-Eight as an additional insured under the policy with a right to notice of cancellation.

ILLEGAL USAGE

Vehicles may only be powered using metered circuits chargeable to the owner. Mutual metered electrical circuits chargeable to Mutual Sixty-Eight may never be used. Each illegal use is a violation and a fine will be levied.

Adopted:
November 24, 2014

RESIDENT CANVASSING

Door-to-door campaigns or other forms of resident canvassing are prohibited, except when authorized by the Board.

Reference: CC&Rs 4.5
Adopted:
April 28, 2003

SALES AND INSPECTIONS

When an Owner wishes to sell, he or she must contact Mutual Operations Division (MOD) for an "Authorization to Inspect." When the form and applicable fee are submitted, MOD will inspect the unit to determine if the Owner has damaged or altered Mutual property without the Board's approval.

If Mutual property has been damaged, the Owner is responsible for repair to the Mutual's standard with final MOD approval on behalf of the Mutual prior to sale.

If there is an unapproved alteration, the Owner may:

1. Remove the alteration and return the area to its original configuration to MOD'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.
2. Submit an alteration application to the Mutual's Board of Directors for approval (see Appendix C and the policy "Alterations to Buildings"). The Owner is responsible for all costs associated with getting the alteration approved.

In addition to the owner's disclosure responsibilities, it is the owner's responsibility to fully disclose to the buyer any pertinent information the Mutual or MOD, as the Mutual's agent, gives to the Owner during the selling process, including a copy of Mutual 68 governing documents.

Reference: CC&Rs 9
Policy Appendix C
Adopted and Revised:
April 28, 2003
May 24, 2010

SATELLITE DISHES AND TV ANTENNAS

Owners may install or use satellite dishes, TV antennas or other types of broadcast reception devices of diameter or diagonal measurement of 36 inches or less with the following provisions:

- An approved Alteration Agreement is required.
- The homeowner agrees to indemnify and reimburse the Mutual for any cost or resulting damage to Mutual property arising from the installation, use, maintenance or removal of the device.
- Antennas are installed in a safe manner, not endangering other residents or common area components.
- If visible from the street or Common Area, the components are painted to blend into the surrounding area.

Reference: California Davis-Stirling Act Section 1376
Adopted:
April 28, 2003

SMOKE DETECTORS AND FIRE SPRINKLERS

Smoke detectors have been installed in all homes at Eagle Ridge as required by State building code. These detectors belong to the owners, are hard-wired to the building's primary source of power and have battery backup. Mutual 68 contacts with Mutual Operations (MOD) for an inspection of all detectors and replacement of smoke detector batteries on a periodic basis currently set at two years. During this inspection the batteries and any failed detectors will be changed at mutual expense. All repairs or service calls, outside this Mutual inspection are the responsibility of the owners.

If a problem occurs with a smoke detector, such as "chirping" due to a failed or weak battery you can contact MOD at 988-7650 during regular business hours. During evening hours, weekends and holidays, Public Safety may be contacted at 939-0693. The cost of the service is the responsibility of the owner.

All Eagle Ridge buildings have a central fire sprinkler system installed. Sprinkler heads are located in the ceilings of all rooms except baths and some interior closets. The heads are located behind a cosmetic three-inch diameter white cover plate that drops off at a specified temperature. At a slightly higher specified temperature, a vial melts releasing flow of water to a deflector plate causing a 360-degree spray of water into the room. All sprinkler heads are independent of each other and will only activate if the specified temperature is exceeded at the location of the head.

All homes in a building are on the same system and are controlled by valves in a closet on the building's exterior. The closets are located on one side of the building near the street. A red circular alarm bell above or adjacent to the closet can identify these closets. Residents are not allowed to store any items in fire sprinkler system closets.

When a sprinkler head releases water, a flow sensor sets off the outside alarm as well as an alarm inside all the homes in the building. The outside alarm aids the fire department in locating the building. The inside alarm, which is a four-inch square red box and located in the entry closet, alerts the residents to immediate danger even if the fire is in another home in the building. These alarms are not connected to any other building, central facility, or fire department.

Mutual 68 contracts through MOD to have the fire sprinkler system flushed and inspected on a periodic basis.

Reference: State of California Uniform Building Code, Section 3411

Adopted and Revised:

April 28, 2003

May 24, 2010

SOLAR ENERGY

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Attachments A-E

Solar Energy System Policy

Procedural Overview

- A. The Applicant, having read and understood this Solar Policy, selects a Contractor who has experience installing solar energy systems, preferably in condominium settings.
- B. The Contractor generates system plans and a Solar Site Survey showing the total usable solar roof area and the equitable distribution of that space among owners of units in the building.
- C. The Applicant notifies other owners in the building of his intent to install solar panels and prepares an application (“Application”) to be submitted to MOD’s Alteration Department. The Application includes (among other documents) the Solar Site Survey, the System plans, copies of Contractor’s and Owner/Applicant’s insurance, neighbor notification form, and Owner’s indemnification agreement.
- D. The Alteration Department submits an official copy of the Application to the Mutual 68 Board. The Board in turn sends copies to the Mutual 68 Building Committee. A decision to approve or disapprove the Application must be rendered within 45 days.
- E. If Application is approved, the Applicant or the Contractor applies to the City of Walnut Creek Building Department for a building permit, a copy of which shall be given to MOD and subsequently to the M68 Board.
- F. Installation work may start only after the procedures listed above have been completed.

Introduction

The installation of Solar Energy Systems is governed by applicable California law, including but not limited to California Civil Code Sections 714, 714.1, 801.5, and 4746, as well as all applicable local laws and ordinances, and Mutual 68’s governing documents. Consistent with these authorities, the Owner/Residents of Mutual 68 may install Solar Energy Systems on the Common Area roofs located on the Owner/Residents’ building, and Mutual 68 Home Owners Association may adopt reasonable policies with regard to the installation, maintenance, and removal (when necessary) of Solar Energy Systems. This Solar Energy System Policy was prepared for the purpose of conforming the Mutual’s practices and procedures to current law and best practices.

Mutual 68 is required by Article 1, Subsection 1.11 and Article 8, Subsection 8.1 of its Covenants, Conditions and Restrictions (“CC&Rs”) and its Policies to maintain the building roofs, which are part of the Common Area. An Applicant’s request to install a Solar Energy System on a roof is classified as a “non-standard request” and governed not only by this Solar Energy System Policy but also by Article 9 of Mutual 68’s CC&Rs and Policies.

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When adopted by the Board, this Policy will become part of the Mutual's Policies, as that term is defined in the Association's Amended Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Sixty-Eight Eagle Ridge recorded on May 7, 2003, as Document No. 2003-021-0211555 and any amendments thereto ("CC&Rs").

The capitalized terms in this Policy shall have the meaning set forth in the CC&Rs, unless otherwise clearly indicated. In the event of any conflict between any provision of this Policy and any applicable statute, the terms of that statute shall prevail and supersede any contrary provision in this Policy in accordance with Civil Code section 4205 of the Davis-Stirling Common Interest Development Act.

Additional Definitions

"Solar Energy System" or "System" is any roof mounted solar panel or set of panels along with their supporting components that use solar power to generate electricity.

"Usable Solar Space" is the amount and location of space on a condominium building roof suitable for solar panel installations.

"Applicant" is the owner of the condominium unit who intends to install, or has installed, a Solar Energy System.

A "Transferee" is a subsequent titleholder of the Unit after the Applicant.

"Contractor" is the principal contractor responsible for installing the Solar Energy System. The contractor may hire subcontractors, but all Mutual and MOD communications will be directed to the Contractor unless the Contractor designates an alternate representative.

"Alteration Application" and "Application" refer to the documents listed in Section 4 below.

"Solar Energy System Policy" and "Solar Policy" are used interchangeably in this document.

2. Solar Site Survey.

The Solar Site Survey determines the total usable solar roof space and specifies the equitable allocation of that space among all owners of units in the building. The survey must show the number and arrangement of the solar panels for each of the possible solar energy system installations. Attachments A, B, and C illustrate solar site surveys for our duplexes, triplexes, and 4-plexes. These illustrations are not exact in detail and do not show support equipment and connections.

The Solar Site Survey shall be guided by the following policies:

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A. Equitable Distribution.

Equitable distribution means that, to the extent it is feasible, each possible installation will be capable, within 5 %, of generating the same number of kilowatts as the other installations on the same roof. Note that there may be situations where equitable distribution as defined herein is not possible due to physical limitations including available usable roof area and existing shade. An application shall not be denied just because its installation might prevent the installation of a theoretical future Solar Energy System of a different type. The potential cost of the various installations will be considered but will not be a determining factor.

B. Generated by Licensed Contractor

The Solar Site Survey shall be created by a licensed solar contractor or by the licensed contractor's registered salesperson knowledgeable in the installation of Solar Energy Systems. The Owner/Applicant, though they may be a contractor, shall not perform the duties of a Contractor in the design, implementation, or maintenance of this System.

C. Rooftop Location Only.

The System solar panels shall be mounted only on a rooftop of a Mutual 68 duplex, triplex, or 4-plex. No part of the System shall be mounted on any structure over a deck or patio or any other location on the Common Area other than a rooftop.

D. Single Residence Use Only.

The System shall provide electricity for a single unit.

E. Preferred Location.

For a duplex or triplex, the location of the system shall be on the roof over the Owner/Applicant's unit. For a 4-plex building each owner's potential location for a solar panel system is determined by the location of that owner's unit in the building. The four possible solar panel locations are arranged in a checkerboard fashion, with two potential panel systems on each side. The panel system closest to the peak of the roof will be the location of the upstairs unit's system. The panel system closest to the bottom edge of the roof will be the lower unit's potential panel system location. Any supporting equipment for the two systems on the same side of the roof, supporting equipment that will be placed outside the garage, shall be placed on the wall on the same side of the building as the solar panels if possible.

F. Exposure.

The Solar Site Survey will indicate the direction true north. This will allow the exposure of the panels to be considered using the website, pvwatts.nrel.gov. At our 37.85 latitude and with our 18-degree roof slope, if a true south facing roof is considered 100% effective for solar panel placement, then an east facing roof is 87% effective, a west facing roof is 88% effective, and a north facing roof is 72% effective. This means, by way of example only, that a 16-panel system facing south might need 18.4 panels facing east/west or 22.2 panels facing north.

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G. Tree Shading.

The Mutual shall not be required to remove or prune a tree or shrub planted before the System was proposed. Trees and shrubs planted after the installation of the System may not be allowed to grow so as to cast a shadow over greater than ten percent (10%) of the System's collector surface at any one time between the hours of 10:00 A.M. and 2:00 P.M. local standard time. (California Public Resources Code Section 25982). Attachment D illustrates tree shading issues. Pruning requests may be submitted to the Mutual 68 Landscape Committee and the Board for consideration, but approval is based on the advice of the Mutual's professional landscape maintenance team and is not guaranteed.

H. Aesthetic Considerations.

Piping, wiring, structural equipment and supporting cabinets shall be installed so as to be minimally visible and blend into the material to which they are mounted or placed. (Solar Policy 6 E 4)

I. Firefighter Spacing.

Firefighter access on the roof shall be governed by California Fire Code 2019, section 1204.2, titled, "Access and Pathways." The Contractor is obliged to follow this code.

J. Other Spacing.

The space between any two adjacent panel systems needs to be 12 inches to reduce the possibility of electrical problems. A 12 inch space should be left between the bottom edge of the solar panel array and the lower edge of the roof. A 12 inch space should be left between the edge of a roof plane and an adjoining roof plane.

K. Existing Rooftop Features.

The Solar Site Survey needs to show all existing pipes, vents, skylights, solar tubes, and attic fans that extend to or through the surface of the roof. The arrangement of the solar panels shown in the Solar Site Survey must provide space for the repair and/or maintenance of all existing rooftop features. None of these features shall be covered or modified without written permission of the Mutual 68 Board.

L. Building Code Adherence.

Planning and installations shall be implemented in accordance with all applicable building, fire, electrical and related statutes, codes and regulations, including but not limited to City of Walnut Creek Development Review Services Information Bulletin no. 1B-025 entitled "Submittal Requirements for Photovoltaic Array Systems or Alternative Energy Systems" as amended from time to time.

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3. Mutual 68 Board Rights and Responsibilities.

A. Application Review.

The Board and the Building Committee are allowed 45 days from the date of the Board's receipt of a complete Alteration Application in which to approve or disapprove. Incomplete applications do not trigger the start of the 45 day consideration period. If the Board and Building Committee do not act within this period, the Alteration Application is automatically approved, unless the delay is due to an incomplete application or the Board's reasonable request for additional information. The Board's written approval or disapproval will be transmitted to MOD's Alteration Application Department, who will in turn send the written decision to the Applicant. In the case where the Application is disapproved, the Board shall provide a written reason. The 45-day period will renew when the Applicant resubmits the Application. The Applicant may proceed with the project only after receiving a copy of the approved Application signed by the Board and after the receipt of a Building Permit from the City of Walnut Creek Building Department.

B. Requesting Additional Information.

The Board may ask the Applicant to provide, in addition to the information and documentation included in the Alteration Application, information and documentation that may be reasonably requested by MOD and/or the Board.

C. Hiring a Consultant.

The Board maintains the right to hire a consultant at the Applicant's expense to review all plans and documentation provided by the Applicant. In the case where the Board rejects the Applicant's Solar Site Survey, the Board maintains the right to hire a consultant at the Applicant's expense to generate a new Solar Site Survey.

D. Imposing Reasonable Restrictions

The Board may impose reasonable restrictions on the proposed System if these restrictions do not increase the cost of the System by more than \$1,000 or decrease the System efficiency by more than 10%. These restrictions may be imposed for aesthetic reasons. For example, the Board may require the solar panels and/or supporting equipment be placed in a less visible location if that change meets the criteria above.

E. Reliance on Owner/Applicant and Contractor Representation

In approving the installation of the System, the Board relies on the representation of the Applicant and of the Applicant's Contractor that the System fully complies with the safety criteria set forth in Solar Policy Section 6C. Should the Board later determine that the System is not in conformance with such criteria, the Board may require the Applicant, at the Applicant's expense, to remove the System.

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F. Inspection Compliance.

The Board may have the System inspected at any time to ensure compliance with the provisions of this Solar Policy and the Application as approved. If an inspection determines the system is not in compliance, the Board may give the Applicant 30 days' written notice by certified mail to put the system in compliance or otherwise remove the System at the Owner/Applicant's expense.

G. Removal of System for Maintenance

The Board may require the Applicant, at the Applicant's cost, to remove all or part of the System to enable the Mutual to meet its maintenance, repair and/or replacement obligations as imposed by the Mutual's CC&Rs or Policies and/or California law. Unless there is an emergency, the Mutual shall provide the Owner with at least 30 days' written notice by certified mail. If the Owner fails to implement the Mutual's request, the Mutual may remove the System at the Owner's expense. In this latter case, the Mutual shall not be liable for any damage to the System caused by the removal.

H. Inspection of Owner/Applicant's Insurance and Maintenance Records.

The Board shall have the right to ask, at any time, to see a copy of the Owner/Applicant's insurance liability policy so as to ensure this policy is kept current. The Board shall have the right to ask, at any time, to see a copy of the Owner/Applicant's System Inspection records to ensure the System has been inspected every two years. (Refer to Solar Policy Sections 4G, 6A, 7C)

4. Alteration Application.

The Alteration Application is intended to provide all the information necessary for the MOD and the Board to evaluate the proposed System. The Application shall include the following items:

A. Owner's Signature on MOD Application Form.

By signing the MOD Application Form the Applicant agrees they have read and understand this Solar Policy.

B. Solar Site Survey.

The Solar Site Survey is discussed above in Solar Policy 2.

C. Overhead View.

A drawing or a satellite photo showing the Owner/Applicant's building, the proposed solar panel area, the immediately adjacent buildings, the street in front, and the North direction.

D. System Overview Diagram.

A drawing looking down from above, showing the proposed solar panel layout as well as supporting components and connecting wiring, including the wiring connection to the service panel.

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E. Panel Mounting.

A drawing or manufacturer's handout showing how the solar panels will be mounted on the roof.

F. Copy of Owner's Signed Indemnity Agreement.

This two-page MOD document requires the Applicant to acknowledge, among other things, that they will install and maintain the proposed System in full compliance with this Solar Policy.

G. Copy of Owner's Liability Insurance.

The Applicant shall be responsible for obtaining, and maintaining over the life of the System, a homeowner's liability coverage policy with a policy limit of at least \$1,000,000. Within 14 days of approval of the Application this policy shall be in effect and a copy of the policy submitted to the Board. If the proposed System includes battery backup, then the policy shall include a statement that the Applicant is responsible for the System and the batteries. (Refer to Solar Policy Section 10)

H. Neighbor Notification Form.

The Applicant shall notify all other owners of units in the affected building about the Alteration Application in accordance with Civil Code section 4746(a)(1). A sample Neighbor Notification Form is attached hereto as Exhibit E.

I. Contractor's License Detail.

The Contractor must supply a copy of the Contractor's license showing the Contractor is licensed in the State of California. (Refer to Solar Policy Section 6 A)

J. Contractor's Insurance

The Contractor must supply a copy of a Contractor's Workers Compensation with minimum coverage required by California law, and a Contractor's General Liability policy with limits of at least \$500,000 and Mutual 68 and Owner/Applicant as additional insureds. (Refer to Solar Policy Section 5 C)

K. Manufacturer Supplied Literature

Manufacturer literature for all Solar Energy System components, including specifications, color, and materials, shall be provided as part of the Application.

L. Signage.

A copy of the signage and warning labels required for support equipment shall be included as part of the Application. (Refer to Solar Policy Section 6 C2)

M. Contra Costa County Fire Protection District Form.

The Contra Costa County Fire Protection District requires the Solar-Photovoltaic

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Notification Form be submitted to them. A copy of the completed form shall be included in the Application.

N. Leased System.

Additional information must be included if the System is to be leased. (Refer to Solar Policy Section 9)

O. Battery Backup

There is an additional requirement if the System includes battery backup. (Refer to Solar Policy Section 10)

5. Contractor Information and Requirements.

A. Contractor License.

The Contractor shall be licensed in the State of California to install and maintain the Solar Energy System components.

B. Contractor Experience.

The Contractor should have installed similar Solar Energy Systems for at least 5 years without a major incident. Further, the Contractor should have experience installing such systems in a condominium environment.

C. Contractor Insurance

Prior to installation, the installer shall have insurance coverage that meets the following minimums: (1) Worker's Compensation with minimum coverage required by California law; and (2) Contractor's General Liability (included completed operations) with policy limits of at least \$500,000 with Mutual 68 and the Owner listed as also insured. The installer's coverage may not include an exclusion for multi-unit developments or condominium projects.

6. Installation.

A. Owner's Liability Insurance.

The Owner shall be responsible for maintaining a homeowner's liability coverage policy with a policy limit of at least \$1,000,000. This policy shall include Mutual 68 as an additional insured and be in effect within 14 days of Application approval. Coverage shall be renewed annually for the life of the System. If the System includes battery backup, the batteries need to be stated on the policy. (Refer to Solar Policy Section 10.) The Board may, at any time, require the Owner to provide proof the insurance is in effect. If the Owner does not provide proof within 30 days of notice by certified mail, the Mutual shall have the right to remove the System at the Owner's expense.

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B. Building Code Compliance.

1. All installations shall be done in accordance with applicable building, fire, electrical and related statutes, codes and regulations, including but not limited to City of Walnut Creek Development Review Services Information Bulletin No. 1B-025 titled "Submittal Requirements for Photovoltaic Array Systems or Alternative Energy Systems," as amended from time to time.
2. Fire Codes require the spacing specified in Solar Policy Section 2 I.

C. Safety Code Compliance.

1. The System components shall meet all applicable health and safety standards and requirements imposed by State and local permitting authorities, standards and requirements consistent with Section 65850.5 of the Government Code.
2. Support equipment shall be housed inside a cabinet or cabinets for safety reasons as well as for aesthetic reasons. This equipment shall be labeled with appropriate signage and warning labels in accordance with the current National Electric Code (NEC) Article 690, Photovoltaic (PV) Labeling Requirements.
3. To ensure the safety of individuals the System shall allow safe access to all parts of the Mutual 68 development and shall not obstruct access to or from any unit, walkway, entrance or exit.
4. In approving the installation of this System, the Board is entitled to rely upon the representation of the Applicant and/or the Contractor that the System fully complies with the safety criteria as set forth in this Policy. Should the Board later determine that the System is not in compliance with this Policy or any conditions of approval, the Board may require the Owner, at their expense, to remove the System or modify the System to bring it into compliance.

D. Installation Schedule.

The installation must be completed within 60 days of the start date of work. Applicant shall provide the Board notice of the start date in advance.

E. Installation Details.

1. All installations shall be completed and secured so as not to materially harm or damage any Common Area, any Unit, any owner's Exclusive Use Common Area, or any person.
2. All panels shall be non-glare solar panels. These panels shall be mounted flush to the roof with an assembly that is bolted to the roof.
3. The panel mounting system shall satisfy all building codes.
4. Piping and related materials shall be installed so as to be minimally visible and blend into the background on which they are mounted or placed. When not unreasonable to do so, these materials shall be colored to blend into this background to the greatest extent possible.

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5. There shall be no penetrations into building structures, including but not limited to walls and roofs, unless it is necessary for the installation and operation of the System and/or to avoid an increase in the cost of the System of more than \$1,000) or a decrease in the System's efficiency of more than ten percent (10%).
6. Any penetrations made for wiring or piping shall be properly sealed and waterproofed in accordance with industry standards.
7. All installations shall be completed so as not to void any warranties held by the Mutual or other manor owners. The Applicant will be responsible for contacting MOD to determine the requirements for maintaining the roof warranty.
8. Following the System installation, a licensed roofing contractor, as part of the Contractor's installation, shall inspect the building roof to ensure roofing material is undamaged and any modifications comply with roofing requirements that ensure the roof warranty.

7. Maintenance.

A. Owner's Financial Exposure.

1. The Owner/Applicant is solely responsible for the installation, maintenance, repair, replacement, use, removal and/or reinstallation of the Owner/Applicant's System.
2. If the System increases the Mutual's expense for maintaining or repairing the Common Area or those portions of a Unit or Exclusive Use Common Area the Mutual is responsible for under the CC&R's Policies, that expense shall be reimbursed by the Owner/Applicant.
3. If the System is improperly installed, the Owner/Applicant shall be responsible for any costs associated with correcting or repairing the installation or, if necessary, relocating the System to another location.
4. The Board may require the Owner/Applicant, at the Owner/Applicant's cost, to remove all or part of the System to enable the Mutual to meet its maintenance, repair and/or replacement obligations as imposed by the Mutual's CCR's and/or Policies and/or California law. Unless there is an emergency, the Mutual shall provide the Applicant with at least 30 days' advance written notice by certified mail. If the Owner/Applicant does not implement the Mutual's request, the Mutual may remove the System at the Owner's expense. The Applicant will be responsible for any damage to the System caused by this mandated removal. (Refer to Solar Policy Section 3G)
5. The Applicant is solely responsible for any warranty the Applicant may negotiate with the Contractor for labor and/or materials.

B. System Functionality.

1. The Applicant shall not permit the System to fall into disrepair or become a hazard. The Applicant shall be responsible for correcting any safety hazards and implementing any necessary repairs to keep the system in good working order

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2. If the System becomes inoperable either by damage, component failure, or termination of service and if upon receiving a 30 days' written notice from the Board by certified mail, the Applicant does not correct the problem within 30 days, the Mutual may require the Applicant to remove all equipment and restore the common area to the satisfaction of the Mutual.

C. System Inspections.

The Applicant shall have the entire System inspected by the original Contractor or by an equally qualified contractor every two years, and shall keep a record of these inspections. The Board may at any time require the Owner to provide a copy of the inspection record. If the Applicant fails to have the System inspected as required, the Mutual may give the Applicant 30 days' written notice by certified mail to meet this requirement. If the Applicant fails to do so in this time period, the Mutual may demand the System be removed.

8. Sale of Unit.

A. Agreement.

Upon resale or transfer of ownership of the Unit that has the permitted System, the Transferee shall agree in writing to assume all of the Owner/Applicant's duties and responsibilities as specified in this Solar Policy. A copy of this agreement must be given to the Mutual before escrow can close.

B. Non-Agreement.

If the Transferee does not agree in writing to assume the Owner/Applicant's duties and responsibilities, the Owner/Applicant, prior to the close of escrow and at their sole expense, must remove the System and restore the area where the System has been located. In particular, any penetrations must be completely sealed with paintable sealant. In the event the Mutual does not consider the restoration to be complete and the Owner/Applicant does not agree to make it complete, the Mutual shall do so at the Owner/Applicant's expense.

C. Sale Limitation.

The Owner may sell the System only to the buyer of the Owner's unit.

9. Solar Energy System Leasing.

A. Third Party Responsibilities.

In the event the Applicant intends to lease the System from a third party (rather than buying it), the third party must agree in writing to be subject to all terms, conditions, restrictions and obligations specified in this Solar Energy Policy governing an Applicant

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who would purchase this System. These restriction and obligations include, but are not limited to the installation, maintenance, and possible removal of the System.

B. Lease Issues.

1. The Applicant shall provide the Mutual a copy of the lease in the Application.
2. The Applicant shall provide the Mutual a copy of the signed lease before any work or installation of the System will begin.
3. The lease shall be assignable if the unit is sold.

C. Mutual Legal Costs.

The Applicant shall agree in writing to reimburse the Mutual for the cost of any legal action necessary to enforce the agreement in Solar Policy Sections 9A and 9B, including any attorneys' fees and cost.

10. Battery Backup System.

If the System includes battery backup, the Owner/Applicant's personal liability insurance shall

include the following language: "The insured is responsible for a solar energy system that includes batteries manufactured by ___ model ___," where the manufacturer and the model are clearly identified.

11. System Changes or Improvements.

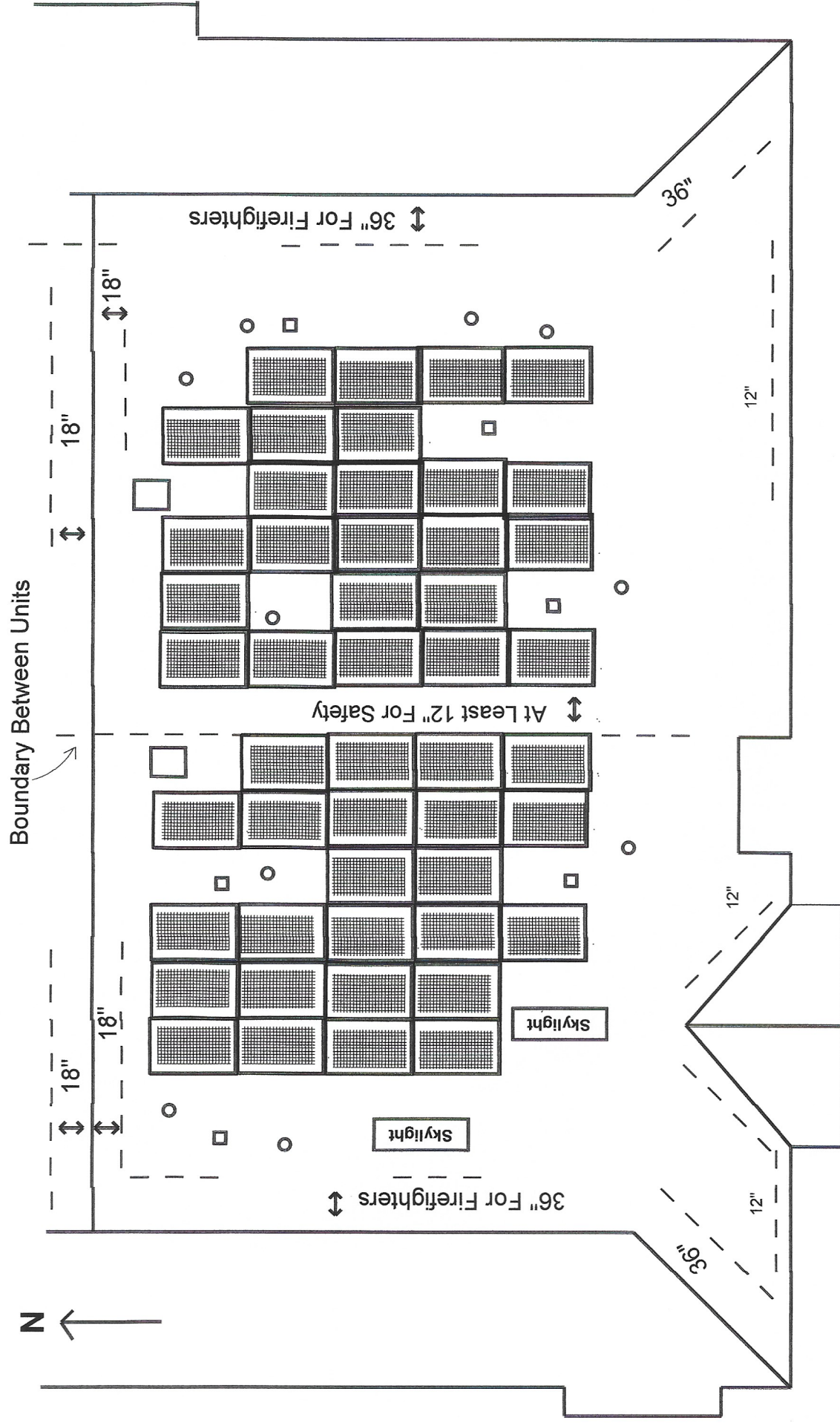
Any proposed change, addition, or deletion to an existing System shall require the submittal of a new Alteration Application. This new Application shall meet all of the requirements of this Solar Policy. The Application shall be reviewed by both the Building Committee and the Board and may result in changes to components of the current system that were previously approved.

Adopted and Revised:

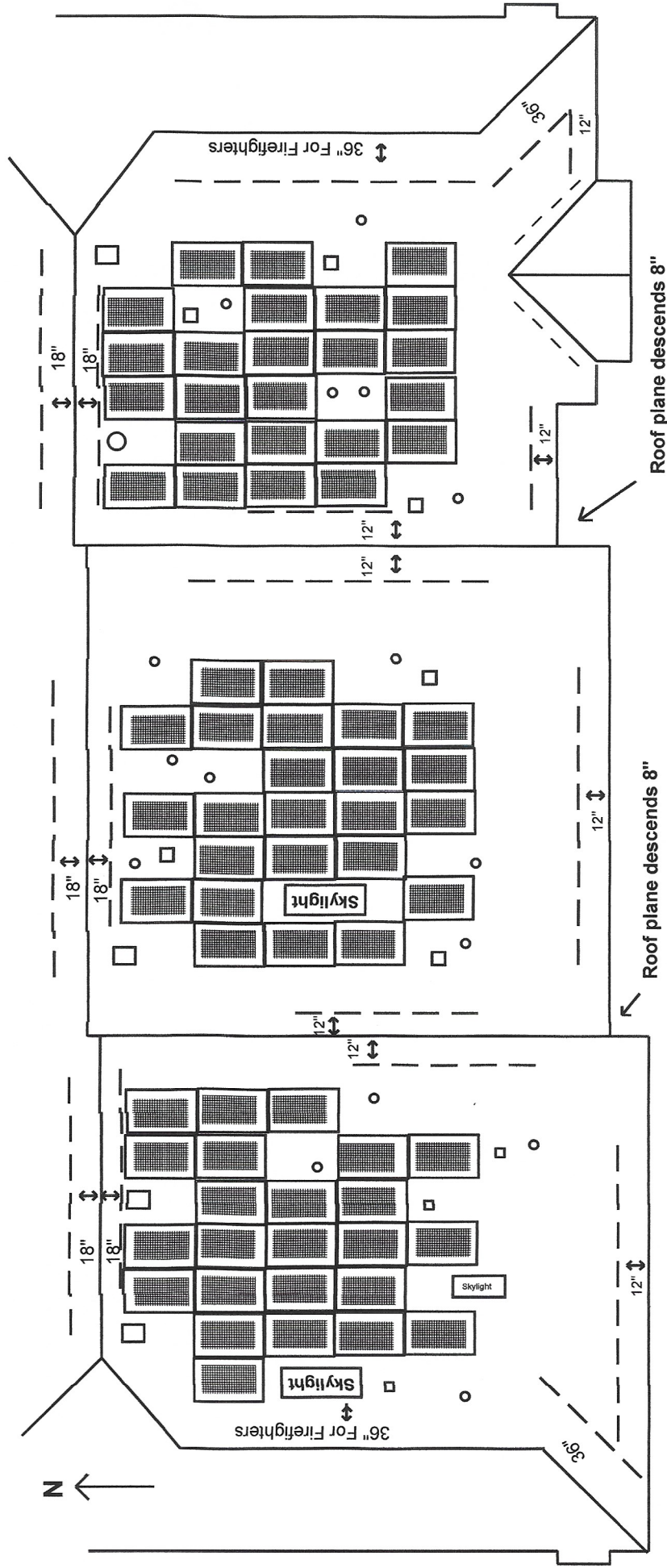
October 26, 2015

July 23, 2018

August 23, 2021

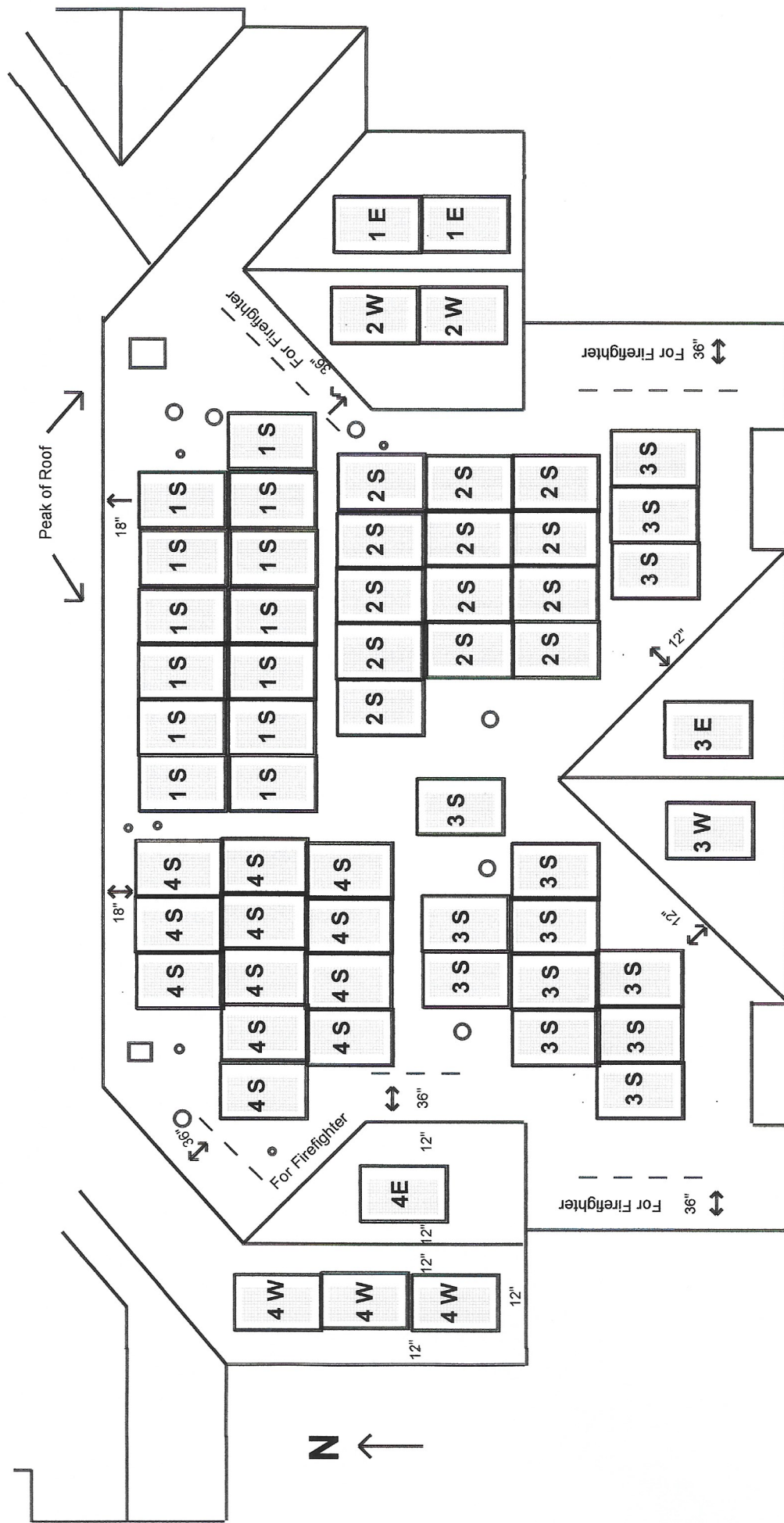


Attachment A: Illustration of solar panel placement on the rear roof of a hypothetical duplex where the roofs over both units are on the same level. The number and placement of pipes, vents, etc. are for illustration purposes.



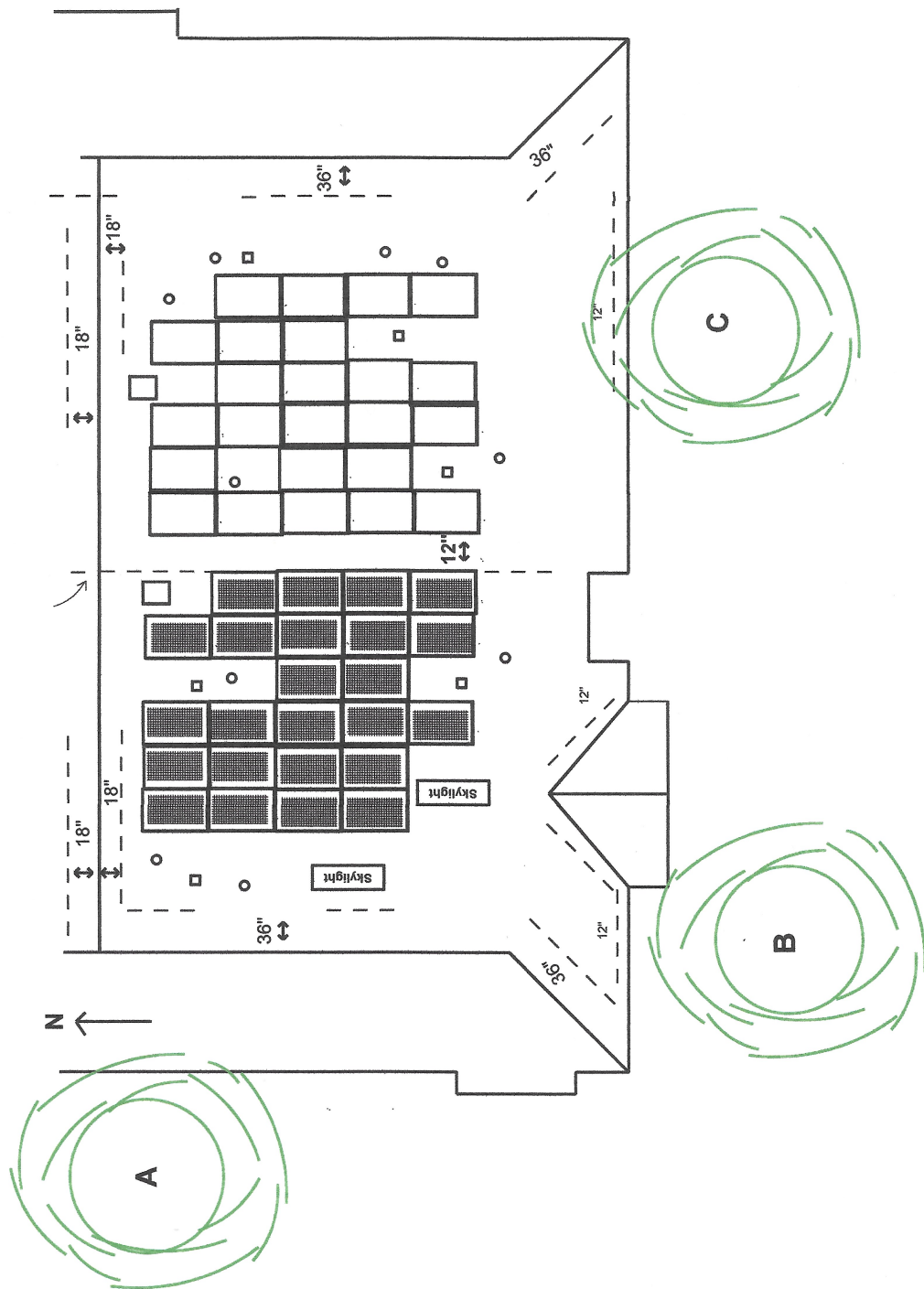
Attachment B: Illustration of solar panel placement on the rear roof of a triplex. Each roof plane descends 8" .

The middle roof plane might need its own 3-foot firefighter path if the planes were farther apart.



Attachment C: Panels on the front roof of a 4-plex are identified by a number and a direction.

Using the relative efficiency values from Solar Policy 2 A and a rated wattage per panel of 370 watts, the rated wattage of system 1 = $13 \times 370 + (2 \times 370) \times .87 = 5,454$ watts. The rated wattage of system 2 = $13 \times 370 + (2 \times 370) \times .88 = 5,461$ watts. Using similar calculations system 3 = 5,456 watts, and system 4 = 5,417 watts. The actual wattages are roughly 17% less.



Attachment D: A duplex where the solar panels on the left were installed 7 years ago, and the owner on the right has put in an application to install the same system shown on the original Solar Site Survey. Tree A was planted 8 years ago. Trees B and C were planted 5 years ago. All 3 trees cast a shadow over 15% of the collectors' surface between 10:00 A.M. and 2:00 P.M. The owners ask the Board to trim all 3 trees. The Board must allow tree B to be trimmed but is not obligated to allow trees A and C to be trimmed.

Mutual 68 Neighbor Contact Form

Owner/Applicant(s) _____

Address: _____

Owner Name	Address	Date of Contact
_____	_____	_____
_____	_____	_____
_____	_____	_____

SURVEILLANCE EQUIPMENT

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*This Surveillance Equipment Policy (“**Policy**”) for Walnut Creek Mutual No. Sixty-Eight (“**Mutual**”) relates to the installation, maintenance and removal of surveillance equipment, including, but not limited to, surveillance cameras, privacy screens, and security alarms (collectively, “**Surveillance Equipment**”) within the Mutual. This Policy focusses on exterior surveillance equipment; equipment which is installed entirely within a Unit and does not record the Common Area is not considered Surveillance Equipment for purposes of this Policy.*

*When adopted by the Board, this Policy will become part of the Mutual’s Policies, as that term is defined in the Association’s Amended Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Sixty Eight Eagle Ridge recorded on May 7, 2003, as Document No. 2003-0211555 (as amended from time to time, the “**Declaration**”).*

The capitalized terms in this Policy shall have the meaning set forth in the Declaration, unless otherwise clearly indicated. In the event of any conflict between any provision of this Policy and any applicable statute, the terms of that statute shall prevail and supersede any contrary provision in this Policy.

The following are the rules which apply to the installation, maintenance and removal of Surveillance Equipment within the Mutual:

1. Application for Installation. The installation of Surveillance Equipment is subject to the following provisions: (i) Article 9 of the Declaration entitled “Architectural Control; Alterations to Buildings and Landscaping,” (ii) this Policy, (iii) the Alteration Agreement Request Procedure, (iv) the Mutual’s other Policies, including, but not limited, to the Mutual’s Policy entitled “Alterations to Buildings” (“**Alterations Policy**”), and (v) applicable law. As such and as required by the Declaration, an Owner wishing to install Surveillance Equipment must submit a written alteration application to the Mutual 68 Building Committee and the Board, in care of Mutual Operations Division (MOD) Alterations Department and receive written notification of approval **PRIOR** to installation of Surveillance Equipment at the Mutual. The Owner shall provide plans and specifications showing the nature, kind, shape, color, height, size, materials and location of the Surveillance Equipment as part of the written alteration application, as well as any other information and documentation as required by the Mutual 68 Building Committee and/or the Board. Except as modified by law, all provisions of Article 9 of the Declaration shall apply to the installation of Surveillance Equipment. The Mutual 68 Building Committee and/or the Board may charge a Thirty Dollars (\$30) non-refundable request fee for the cost of additional management time to review and process a written alteration application for the installation of Surveillance Equipment at the Mutual.

2. Decisions in Writing. Any decision on the installation of Surveillance Equipment shall be in writing and, if the proposed installation is disapproved, the written decision

SURVEILLANCE EQUIPMENT

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shall include both an explanation of why the alteration application was disapproved and a description of the procedure for reconsideration of the decision by the Board.

3. Appeals; Reconsideration by the Board. If an alteration application for the installation of Surveillance Equipment is denied by the Board, the Owner is entitled to reconsideration of the decision upon written request to the Board, at its next open meeting, or as otherwise agreed between the Owner and the Board. The Owner shall have the right to appear at the rehearing and present his or her case. The Board shall transmit its written decision to the Owner and, if again disapproved, shall specify the reasons for such disapproval. The decision of the Board in approving or disapproving the alteration application at this rehearing shall be final and conclusive.

4. Installation Requirements.

(a) Installations must be performed in accordance with the manufacturer's installation specifications and/or instructions. Installations must also be performed in accordance with all applicable governmental laws and regulations, including all building, fire, electrical and related codes. The Mutual 68 Building Committee and/or the Board may require the Surveillance Equipment be installed by a qualified, licensed, and insured contractor.

(b) Owner shall procure all required permits, authorizations, and approvals from municipalities or other jurisdictions before installing the Surveillance Equipment. A copy of any required permit(s) must be submitted to the Mutual 68 Building Committee and the Board with the alteration application for approval.

(c) Surveillance Equipment shall be installed in a way that does not cause unreasonable embarrassment, disturbance, or annoyance to any resident of the Mutual, or interfere with the use and enjoyment of their Unit. Under no circumstances shall the Surveillance Equipment be positioned so as to view or monitor the interior of any other Unit, interior of any Exclusive Use Common Area, or any other area in the Mutual where there is a reasonable expectation of privacy. The Mutual 68 Building Committee and/or the Board may inspect or review camera feeds (i.e, evidence of where surveillance cameras are directed) to address safety and privacy concerns of neighbors. Surveillance Equipment shall not be equipped to make audio recordings and shall be used for surveillance and safety purposes only. The number and location of the Surveillance Equipment at each Unit shall be subject to the approval of the Mutual 68 Building Committee and the Board. The cost of removing or repositioning the Surveillance Equipment in violation of any provision of this Policy shall be the sole responsibility of the Owner.

(d) All portions of the Surveillance Equipment shall be secured in a manner that does not jeopardize the safety, privacy or soundness of any structure or person within the Mutual.

SURVEILLANCE EQUIPMENT

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(e) There shall be no penetrations into building structures, including but not limited to walls, windows and roofs, unless it is necessary for the installation and operation of the Surveillance Equipment. Any penetrations for wiring or piping for the Surveillance Equipment shall be properly sealed and waterproofed in accordance with industry standards and applicable building codes in order to prevent moisture penetration and resulting structural damage.

(f) The Surveillance Equipment shall be installed so as to be minimally visible and conform to the surrounding structures and environment in design, size, and appearance. When not unreasonable to do so, the Surveillance Equipment shall be colored to blend into the background onto which it is mounted or placed to the greatest extent possible. Visually the installation shall appear neat and attractive, without exposed wiring or visible damage to surrounding improvements.

(g) All installations of Surveillance Equipment shall be completed so as not to materially harm or damage the Unit, other Units, Exclusive Use Common Areas, or Common Area; void any warranties held by the Mutual or other Owners, including the roof warranty; and/or impair the integrity of any building or structure.

5. Inspection. The Mutual 68 Building Committee and/or the Board may inspect the Surveillance Equipment at any time to ensure compliance with the provisions of this Policy and the alteration application, as approved. The Owner shall be responsible for reimbursing the Mutual for any costs incurred by the Mutual in having the Surveillance Equipment inspected. If the Mutual determines that the installation is not in accordance with the provisions of this Policy and/or the alteration application, the Mutual may require the Owner, at the Owner's expense, to remove or otherwise modify the Surveillance Equipment to comply with the provisions of this Policy and/or the alteration application.

6. Maintenance and Removal.

(a) The Owner shall be responsible, at the Owner's sole expense, for maintaining the Surveillance Equipment in good condition and repair. In the event the Owner removes (and does not reinstall) the Surveillance Equipment, the Owner shall, at his or her sole expense, promptly restore the Unit, the Exclusive Use Common Area, and the Common Area, to its original condition.

(b) Should the Surveillance Equipment become non-operational, either by damage or termination of service, for a period exceeding thirty (30) days, Owner shall remove the Surveillance Equipment and make all necessary repairs to the Unit, the Exclusive Use Common Area and/or the Common Area resulting from the installation and/or removal of the Surveillance Equipment. The cost of removing the Surveillance Equipment shall be the sole responsibility of the Owner.

SURVEILLANCE EQUIPMENT

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(c) It shall be the Owner's responsibility to remove the Surveillance Equipment if, in the sole discretion of the Board, the Mutual must maintain, repair, or replace the area where the Surveillance Equipment is installed. Except in emergency situations, the Mutual shall provide the Owner with at least three (3) days advance written notice of the Mutual's need to remove the Surveillance Equipment. The cost of removing and reinstalling the Surveillance Equipment shall be the sole responsibility of the Owner.

(d) The Mutual may require removal of any Surveillance Equipment that emits light or noise, creates privacy concerns, or constitutes a nuisance in violation of this Policy, the Declaration, or the Mutual's Policies. The cost of removing the Surveillance Equipment shall be the sole responsibility of the Owner.

(e) Should an Owner fail to remove the Surveillance Equipment upon the Mutual's request, the Mutual may remove the Surveillance Equipment at the Owner's expense. The Mutual shall not be responsible for any damage to the Surveillance Equipment or loss of use due to removal of the Surveillance Equipment. If the Mutual must remove the Surveillance Equipment, the Mutual may levy an Enforcement Assessment, as authorized by Section 6.8 of the Declaration, to reimburse the Mutual for costs incurred in removing the Surveillance Equipment, after giving the Owner notice and an opportunity for a hearing in accordance with the Declaration. If the Mutual must remove the Surveillance Equipment, the Mutual shall not be responsible for replacing or reinstalling it. Reinstallation of the Surveillance Equipment shall be at the Owner's sole cost and expense and shall be in compliance with this Policy, the Declaration, the Mutual's Policies, and California law.

7. Sale of Lot. If Surveillance Equipment is removed when the Unit is sold, any and all damage to the Unit, Exclusive Use Common Area, and/or Common Area must be repaired at the Owner's expense prior to sale, unless the new Owner agrees in writing to assume all responsibility associated with the Surveillance Equipment, including removal of any Surveillance Equipment no longer in service.

8. Mutual Liability/Reimbursement. The Mutual may recover from an Owner any expenses it incurs in connection with any violation of this Policy, in any manner provided by law or permitted by the governing documents of the Mutual, including, without limitation, imposition of a Enforcement Assessment, as authorized by Section 6.8 of the Declaration, against the Owner and his or her Unit to reimburse the Mutual's for costs incurred, provided the Owner's liability has been established after notice to the Owner and the opportunity for a hearing in accordance with the governing documents of the Mutual. Owner agrees that the Mutual is not responsible for any damage which may occur during installation, maintenance, repair, replacement, use, removal and/or reinstallation of the

SURVEILLANCE EQUIPMENT

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Surveillance Equipment in the Unit, Exclusive Use Common Area, or Common Area of the Mutual. Owner further agrees that the Mutual is not responsible for the installation, maintenance, repair, replacement, use, removal and/or reinstallation of any Surveillance Equipment in the Unit, Exclusive Use Common Area, or Common Area of the Mutual.

9. Owner Liability/Reimbursement. Owner assumes all responsibility for any and all damage to his or her Unit, other Units, Exclusive Use Common Area, Common Area, and any other property damage and/or personal injury resulting from the installation, maintenance, repair, replacement, use, removal and/or reinstallation of the Surveillance Equipment. Owner further assumes all responsibility for the installation, maintenance, repair, replacement, use, removal and/or reinstallation of any Surveillance Equipment in the Unit, Exclusive Use Common Area, or Common Area of the Mutual. Owner shall indemnify and hold the Mutual harmless from any and all claims or damages as a result of the installation, maintenance, repair, replacement, use, removal and/or reinstallation of the Surveillance Equipment. This indemnity obligation shall also extend to the costs of repairing any property damage to the Unit, other Units, Exclusive Use Common Area, Common Area, or property of other Owners within the Mutual.

Adopted:
July 23, 2018

VOTING AND ELECTION RULES

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1. General.

1.1 These Rules are intended to comply with Civil Code sections 5100 through 5130 and shall apply to Member voting: (1) to elect or remove Members of the Board of Directors; (2) regarding assessments; (3) regarding amendments to the governing documents; (4) regarding the granting of exclusive use of common area property; and (5) at the discretion of the Board of Directors, regarding any other matter that may be the subject of a vote of Mutual Members. These Rules shall become effective on December 31, 2019.

1.2 As used in these Rules, "general notice" means providing notice by one or more of the following methods: any method provided for delivery of an individual notice pursuant to Civil Code section 4040; inclusion in a billing statement, newsletter, or other document; posting the printed document in a prominent location that is accessible to all Members, if the location has been designated for the posting of general notices by the Mutual in the annual policy statement (e.g., on the bulletin board in the Gateway Administration Center); if the Mutual broadcasts television programming on GRF-owned Rossmoor Channel 28 for the purpose of distributing information on Mutual business to its Members, by inclusion in the programming.

2. Access to Mutual Media and Facilities.

2.1 No candidate or Mutual Member advocating a point of view for purposes related to an election covered by these Rules shall be allowed access to any form of Mutual media including, but not limited to, newsletters, common area bulletin board, internet website, social media pages or television programming after written ballots are distributed as specified in Section 7.1 until the conclusion of the election. "Mutual media" shall not include correspondence to the Members via first-class mail, personal delivery, or email. For purposes of this section, "advocacy" shall not include the following: (1) "get out the vote" efforts or publication of communications in any format which are solely for the purpose of encouraging Members to timely return ballots to the Inspector(s) of Elections for tabulation; (2) descriptions of the purpose and effect of a proposed rule change pursuant to Civil Code section 4360; or (3) a factual summary of significant changes to the governing documents accompanying the text of a proposed amendment pursuant to Civil Code section 5115(e).

2.2 "Equal access" shall mean, for written statements on any platform, publication of written statements not to exceed a predetermined number of words and, for broadcast statements on any platform, including GRF-owned Rossmoor Channel 28, broadcast statements not to exceed a predetermined length of time. The Board may require that broadcast statements be pre-recorded in order to comply with the predetermined time limit. The Board shall not edit or redact any statement, and shall not be required to publish any statement, written or broadcast, which exceeds the predetermined word or time limit.

- 2.3 The Mutual shall not be responsible or liable for the content of any statement published pursuant to the “equal access” rules. The author or proponent of any statement or point of view shall be solely responsible and liable for the content of their statements. All statements published in Mutual media pursuant to the “equal access” rules must identify the author or proponent, which author or proponent must be a Mutual Member to be eligible to publish in Mutual media. Anonymous statements will not be accepted or published.
- 2.4 If the Mutual uses Mutual media to advocate for a particular position (excepting “get out the vote” activities as described above) regarding an election of Directors to the Board, then it shall make the same media in a comparable format (but not necessarily contemporaneously) available to all candidates to allow advocacy by the candidate(s) regarding the Mutual position. Additionally, the Board may, but is not required to, generally make Mutual media (i.e., posting on the Mutual’s official bulletin board, official website, broadcasting via GRF-owned Rossmoor Channel 28 or other television or internet video channel, newsletter, or other notices mailed or delivered by the Mutual to the owners of the Units) available to candidates running for election to the Board for purposes that are reasonably related to the election in which that candidate is running. If the Board allows such general access to Mutual media, then all candidates shall be allowed equal access to the same media.
- 2.5 If the Mutual uses Mutual media to advocate for a particular position (excepting “get out the vote” activities as described above) regarding any other matter, then it shall make the same media in a comparable format (but not necessarily contemporaneously) available to Members advocating a point of view. Additionally, the Board may, but is not required to, generally make Mutual media (i.e., posting on the Mutual’s official bulletin board, official website, broadcasting via GRF-owned Rossmoor Channel 28 or other television or internet video channel, newsletter, or other notices mailed or delivered by the Mutual to the owners of the Units) available to Members for purposes that are reasonably related to the election in which the Mutual advocated a position.
- 2.6 For each election of Directors, the Mutual may, but is not required to, schedule one “Meet the Candidates” town hall meeting at GRF common area meeting space where each nominated candidate may attend and speak to any Mutual Members choosing to attend according to guidelines which may be established by the Board of Directors.
- 2.7 For each other election subject to these Rules, the Mutual may schedule one informational meeting at GRF common area meeting space at which any Member advocating a point of view which is the subject of a pending election may attend and address the attendees according to guidelines which may be established by the Board of Directors.

- 2.8 With the exception of refreshments which may be provided at the above assemblies, no Mutual funds shall be used for campaign purposes in connection with any election which is subject to these Rules.
- 2.9 The Board shall ensure that all candidates for election to the Board are given access to common area meeting space, at no cost, for purposes related to their campaigns.
- 2.10 Whenever the Board places a matter before the Members which requires Member approval, the Board shall ensure that Members advocating a point of view on the matter are given access to common area meeting space, at no cost, for purposes reasonably related to advocating their point of view, whether or not they agree with the point of view advocated by the Board on the matter at issue.

3. Qualifications of Candidates.

- 3.1 Consistent with Civil Code section 5105(b), candidates for the Board of Directors must meet qualifications as set forth hereafter.
 - 3.1.1 Be a Member of the Mutual prior to the close of nominations;
 - 3.1.2 Be current in all regular and special assessment payments, to the extent that the Bylaws hold current directors to the same standard;
 - 3.1.3 Not have a past criminal conviction that would either (a) prevent the Mutual from purchasing the fidelity bond coverage required by Civil Code section 5806 should the person be elected, or (b) terminate the Mutual's existing fidelity bond coverage as to that person should that person be elected; and
 - 3.1.4 No more than one (1) Owner of any particular Unit may serve on the Board at the same time.

4. Nomination of Candidates.

- 4.1 To the extent not in conflict with Civil Code sections 5100 and 5105, candidates for the Board of Directors shall be nominated as set forth hereafter.
 - 4.1.1 At least 30 days before any deadline for submitting a nomination, the Mutual shall provide general notice of the procedure and deadline for submitting a nomination and shall give all Members an opportunity to nominate themselves as candidates for the Board of Directors.
 - 4.1.2 Interested persons must inform the Mutual's managing agent or Board of Directors in writing of their request to be a candidate for the Board of Directors (self-nomination). Any self-nominated candidate must disclose a past criminal conviction that would either prevent the Mutual from purchasing the fidelity bond coverage required by Civil Code section 5806 should the person be

elected or terminate the Mutual's existing fidelity bond coverage as to that person should that candidate be elected to the Board.

4.1.3 Nominations for candidates wishing to be included on the mailed ballots shall close on the date established by the Mutual. All nominations to be included in the written ballot must be in writing and delivered to the Mutual by the deadline established by the Mutual, which deadline shall be in advance of the date on which the ballots are mailed.

4.1.4 The Mutual shall review all persons so responding for compliance with the qualifications identified in Section 3 of these Rules.

4.1.5 All qualified persons who timely respond to the Mutual's solicitation shall be candidates for the Board of Directors at the next election.

4.1.6 The Mutual shall provide general notice of the following at least 30 days before the ballots are distributed:

- a. The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector(s) of Elections;
- b. The date, time and location of the meeting at which ballots will be counted; and
- c. In an election of Directors, the list of all candidates' names that will appear on the ballot (i.e., the candidate registration list).

4.1.7 The Mutual shall permit Members to verify or correct, by providing documentary evidence (including, but not limited to, a grant deed or general power of attorney) satisfactory to the Inspector(s) of Elections, the accuracy of their individual information on the candidate registration list (as applicable) and the voter list. The voter list shall include the voter/Member's name, voting power, and either the physical address of the voter's (a) Unit, or (b) parcel number, or (c) both, and the mailing address for the ballot if it differs from the physical address of the separate interest or if only the parcel number is used.

5. Inspector(s) of Elections.

5.1 The Board shall appoint one or three Inspector(s) of Elections who shall perform all functions required by Civil Code sections 5105 and 5110, including:

5.1.1 Determine the number of Members entitled to vote and the voting power of each;

5.1.2 Determine the authenticity, validity and effect of proxies, if any;

5.1.3 Receive and be the custodian of ballots, and direct the location to which ballots shall be sent until tabulated by the Inspector(s) of Elections;

5.1.4 Correct errors or omissions on the candidate registration list (if any) and/or voting list within two business days of the errors or omissions being reported, with receipt of satisfactory documentary evidence;

5.1.5 Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;

5.1.6 Count and tabulate all votes;

5.1.7 Determine when the polls shall close, with the discretion to extend the deadline for voting as necessary;

5.1.8 Determine the results of the election; and

5.1.9 Report the results of the election to the Board of Directors.

5.2 Eligible Inspectors of Elections may include:

5.2.1 Any Mutual Members who are not Members or candidates for the Board of Directors nor relatives of Members or candidates for the Board of Directors; and

5.2.2 An independent third party who is not currently employed or under contract to the Mutual for any compensable services other than serving as an Inspector of Elections.

5.3 The Mutual may, at the discretion of the Board of Directors, provide reasonable compensation to the Inspector(s) of Elections.

5.4 The Inspector(s) of Elections may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector(s) deem appropriate, provided that the appointed persons would themselves be eligible to serve as Inspector(s) of Elections pursuant to Section 5.2, above.

6. Voting Rights.

6.1 Each Mutual Member shall be entitled to a single vote with regard to each matter that is the subject of a pending election. For purposes of these Rules, therefore, all record owners of a single Unit shall collectively constitute one "Mutual Member." In an election of Directors, each Mutual Member shall be entitled to cast the number of votes equal to the number of Directors to be elected. However, cumulative voting is not permitted. Write-in candidates are not permitted in an election of Directors.

6.2 A Member shall not be denied a ballot for any reason other than not being a Member at the time when ballots are distributed.

6.3 A ballot may not be denied to a person with general power of attorney for a Member and a ballot of a person with general power of attorney for a Member must be counted if returned in a timely manner (i.e., by the ballot return deadline).

6.4 The voting period will run from the date on which ballots are distributed (as specified in Section 7.1, below) until the polls are closed.

7. Voting Procedures.

7.1 Mailing of voting packets. At least 30 days before the election, one voting packet shall be delivered to each Mutual Member. Each packet shall contain the following:

7.1.1 The ballot or ballots;

7.1.2 Two sealable envelopes. The smaller (inner) envelope shall have no markings identifying the voter. The larger (outer) envelope shall be pre-addressed to the Inspector(s) of Elections, Walnut Creek Mutual No. Sixty-Eight. The upper left corner of the larger envelope shall contain the Member's name, address, and Unit number that entitles the Member to vote (or provide spaces to fill in such information) and provide a place for the Member's signature;

7.1.3 Instructions on how to use the two-envelope system; and

7.1.4 Notice of the date, time and location of the meeting of the Board or Members at which the ballots will be opened and tabulated.

7.1.5 A copy of these Voting and Election Rules (via individual delivery or posting to an internet website and including the corresponding website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here: rossmoor.com website.").

7.2 Ballot content. Each ballot shall contain the following:

7.2.1 In an election of Directors, each candidate's name listed alphabetically;

7.2.2 The identification of any other matter that is the subject of a pending Member vote;

7.2.3 A statement of when ballots must be returned by mail or hand delivery.

7.3 Receipt of ballots.

7.3.1 All ballots shall be received by the Inspector(s) of Elections at locations as specified by the Inspector(s) of Elections.

7.3.2 If so directed by the Inspector(s) of Elections, the Mutual's management staff shall maintain a log of all ballot envelopes received, noting whether the outer envelopes were signed or unsigned. The Inspector(s) of Elections may contact Members who return unsigned envelopes and make arrangements for Members to sign the envelopes prior to the date that the ballots are opened and tabulated.

7.3.3 Once a ballot has been received by the Inspector(s) of Elections, it may not be revoked. A ballot shall be considered received when the voting packet envelope (the outer envelope containing the inner envelope containing the ballot) has been received by the Inspector(s) of Elections.

7.3.4 Each ballot received by the Inspector(s) of Elections shall be treated as a Member present at a meeting for purposes of establishing a quorum if a quorum is required by the governing documents or California law to conclude the election.

7.3.5 The sealed ballots, signed outer voter envelopes, voter list, proxies, and (if applicable) candidate registration list (collectively, the "Mutual election materials") shall at all times be in the custody of the Inspector(s) of Elections or at a location designated by the Inspector(s) until after the tabulation of the vote at a properly noticed, open meeting of the Members or the Board of Directors, and until the time allowed by Civil Code section 5145 for challenging the election has expired (i.e., one (1) year after the election), at which time custody shall be transferred to the Mutual.

7.4 Proxies. The use of proxies in connection with votes of the Members and/or meetings of the Members is expressly prohibited.

7.5 Election by acclamation. Unless prohibited by the Bylaws, if, as of the published deadline for nominations, the number of qualified candidates nominated does not exceed the number of Directors to be elected, then the individuals nominated and qualified to be elected may be declared elected on a date determined by the Board and/or the Inspector(s) of Elections, in which case written notice of the election results shall be given to the Members.

8. Tabulation of Ballots.

8.1 The voting packet envelopes shall be opened by the Inspector(s) of Elections after the close of the of the polls which shall be determined by the Inspector(s). The Inspector(s) of Elections, or their designees, may verify the Member's information and signature on the outer envelope prior to the opening and tabulation of ballots.

- 8.2 The voting packet envelopes shall be opened and the ballots tabulated by the Inspector(s) of Elections in public at a properly noticed, open meeting of the Members or of the Board of Directors.
- 8.3 Any candidate or other Member of the Mutual may witness the counting and tabulation of the ballot. However, no Mutual Member or candidate shall communicate with the Inspector(s) during the tabulation process, and all Members and candidates must remain at least five feet away from the counting area. The Inspector(s) of Elections may cause the removal of any observer who interferes with or disrupts the counting or tabulation process.
- 8.4 At the meeting at which ballots are to be opened and tabulated, the Inspector(s) of Elections may announce to the Members present those Members who neglected to sign the outer envelope and provide an opportunity for those Members to sign the outer envelope prior to tabulation of the ballots.
- 8.5 In the event there is a tie between candidates for the last open position on the Board, a runoff election shall be conducted via secret written ballot in accordance with these Rules. Under these circumstances, the procedures set forth above regarding the nomination of candidates shall not apply.
- 8.6 The results of the election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next meeting of the Board of Directors.

9. Additional Procedures.

- 9.1 The Board of Directors shall give general notice of the tabulated results of the election within 15 days by a communication directed to all Members.
- 9.2 One year after the conclusion of the election, the Inspector(s) of Elections shall transfer custody of all ballots, signed outer voter envelopes, voter list, proxies and (if applicable) candidate registration list ("Mutual election materials") to the Mutual; the Mutual shall maintain the Mutual election materials for an additional two (2) years.
- 9.3 In the event of a re-count or challenge, the Inspector(s) of Elections shall, upon written request, make the Mutual election materials available for inspection by the challenging Mutual Member or its authorized representative. Outer voter envelopes may be inspected but may not be copied. The Mutual shall be entitled to redact the address of any Member on the voter list who has opted out of the membership list and the voter list. Any re-count shall be conducted in a manner designed to preserve the confidentiality of the vote.

WORK SITE RULES

Page 1 of 2

The following rules apply to contractors and other service providers employed by residents. Residents should make contractors aware of these rules before the contractor submits a cost estimate for the job. Those persons working as an owner/contractor for the purpose of improving a unit for sale must also comply with this policy. Any exceptions to these rules require the authorization of a Board director.

1. A copy of the contractor's Contractor License and current liability insurance policy must be filed with MOD. A pocket copy of the Contractor License is acceptable.
2. Normal work hours are 8:00 AM to 5:00 PM Monday through Friday. No work is allowed on Saturdays, Sundays, or holidays. Operating noisy equipment or doing other work that disturbs neighbors outside of these hours is not allowed.
3. Contractor vehicles must park on the street or, if permitted by the resident, in the resident's driveway. Such vehicles are not to be left in Rossmoor overnight.
4. Walkways and stairways must be kept clear at all times.
5. Noise that is jarring to ceilings, walls, and air space of adjacent units is strictly prohibited unless all residents of effected units have been informed as to the time and duration that such noise will persist. Information of this type is given on a daily basis.
6. Radios operated by workmen must have the volume adjusted so that residents inside their units may not hear them.
7. Materials may not be stored in parking areas or in the Common Area unless authorized by a Board director.
8. Prior to any interruption of utilities to a building, all residents in the same building are to be given 24-hour notice of such planned interruption.
9. All job debris must be removed daily from Rossmoor. Such debris may not be discarded in the dumpsters at the MOD use area.
10. Landscaping and paint finishes should be protected whenever possible from work activities. Any damage should be reported to a Board director and then repaired or replaced by the contractor in a timely manner. Corrective work shall be inspected by MOD and, if additional repairs are required, these repairs may be completed by the Mutual with costs collected from the owner or contractor.

WORK SITE RULES

Page 2 of 2

11. Costs that are incurred by the Mutual due to enforcement or correction efforts arising from contractor failure to fully comply with these rules will automatically be referred to Small Claims Court and further work permit requests from that owner or contractor will be refused.

Adopted:
April 28, 2003

APPENDICES

Appendix A: Committee Charters

Finance Committee
Building Committee
Community Information Committee
Landscape Committee
Nominating Committee
Social Committee

Appendix B: General Maintenance and Repair Information

Appendix C: Alteration Agreement Request Procedure

Appendix D: Eagle Ridge Building Color Palette

Appendix E: Landscape Change Procedures

Revised and Adopted:

April 28, 2003

May 24, 2004

June 28, 2004

May 22, 2006

June 13, 2006

March 22, 2010

May 24, 2010

November 26, 2018

January 28, 2019

APPENDIX A

COMMITTEE CHARTERS

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Revised and Adopted:

April 28, 2003

May 24, 2004

June 28, 2004

May 22, 2006

June 13, 2006

March 22, 2010

November 26, 2018

January 28, 2019

APPENDIX A
WALNUT CREEK MUTUAL SIXTY-EIGHT
STANDING COMMITTEE CHARTERS
(CC&R 5.4. 1)

The following are the Standing Committees of Mutual 68:

Finance Committee
Building Committee
Community Information Committee
Landscape Committee
Nominating Committee
Social Committee

Within one month after the Mutual annual meeting, the President will appoint, with Board approval, Chairpersons of the Standing Committees to one-year terms. The Chairpersons, with Committee approval, will select additional members to serve on the Committees. Members should be selected on the basis of the following criteria: 1) area served, 2) expertise, and 3) interest and ability to make a contribution to the Committee. Members may be reappointed for staggered successive two-year terms.

Each Charter shall include at least the following sections with others as necessary to clarify their function:

Purpose
Responsibilities
Meetings

Charters are intended to be in effect from one annual meeting until the next, or as soon thereafter as the newly elected Board of Directors can review and reconfirm the Charter and the Chair.

Committee Charters are to be considered part of the Policy Handbook. Each Committee shall attach its Board approved policies and working papers as addenda to the approved Charter each year for the information and benefit of the residents.

The Board will appoint a Nominating Committee (*Bylaws 6.1.2*) not more than sixty (60) days following conclusion of each annual meeting of the Members which shall serve until the close of the next annual meeting.

FINANCE COMMITTEE CHARTER

Purpose

The purpose of the Committee shall be to provide financial advice, analysis and information to the Board to better enable the Board to make sound business decisions (see pp 10-11 of Mutual 68 Policies). The Committee shall have no authority to act on behalf of the Mutual, other than to formulate and present recommendations to the Board related to its stated purpose and assigned tasks. The tasks the Committee may be assigned are entirely at the discretion of the Board.

Responsibilities

1. Review monthly and annual audited financial statements and raise issues to be addressed by the Board
2. Analyze budget recommendations from MOD and other sources to advise the Board on the proper level of funding required for the Operating Replacement Reserve Funds.
3. Prepare projections to determine capital expenditures needed in the future.
4. Advise the Board on the Mutual's requirements to disclose financial information to homeowner.
5. Review costs for services and acquisitions to determine the most financially advantageous options.
6. Investigate financing options in the event that large reserve expenditures arise in the future.
7. Make recommendations to the Board regarding major financial policies, such as those dealing with investments, reserve funding and expenditures, and financial budgeting/reporting, etc.
8. Coordination among other Mutual committees is encouraged when deemed necessary or appropriate to accomplish the Committee's purpose.

Meetings

The Committee shall establish and maintain a regular meeting schedule and will maintain written records of such meetings. Oral and/or written reports will be submitted to the Board and membership at each regular and annual meeting. Committee meetings shall be at the discretion of the Chair and will be open to all Mutual 68 homeowners. Committee members are expected to attend scheduled meetings on a regular basis. A quorum of at least 3 members shall be required to conduct business.

Membership

The Committee shall consist of an odd number of voting members, but not fewer than five (5). There shall be at least one non-voting Board Liaison to the Committee whose primary function shall be to facilitate communications between the Committee and the Board. Members shall be selected on the basis of expertise and interest and ability to make a contribution to the Committee.

The Board shall make all appointments to the Committee. Members shall be appointed for a term of two years, subject to reappointment. Said terms shall be staggered where practicable in order to promote continuity within the Committee. The Committee shall recommend to the Board, from among its membership, the Committee Chair who will serve for a period of one year.

Charter

Building Committee

Purpose

- 1 Assist the Board in analyzing and implementing maintenance and improvement projects for the mutual's buildings and hardscape.
- 2 Review residents' non-standard alteration applications submitted to MOD. Recommend approving, disapproving, or modifying these applications.

Meetings

Schedule 4 meetings a year with the understanding these meetings may be supplanted by meetings at other times required to deal with time constrained projects and residents' non-standard MOD applications.

Number of Members

The Committee consists of 5 or more members. Members may be recruited both by the Chair and the Board liaison.

Minutes

Keep a written record of all formal votes taken at committee meetings.

Reports

1. At the Board's request provide written analysis of building problems and projects.
2. When alteration requests are to be returned to MOD and subsequently to the applicant for further work or when alteration requests are not approved, the Committee will provide a report to the Board and applicant/owner, a report that describes in detail the reasons for the Committee's action.

Chair

The Chair shall be selected by the Board Liaison after informally polling the Committee members.

Community Information Committee Charter

Purpose

The Community Information Committee shall strive to provide accurate, appropriate and timely information to residents of Mutual 68 in an effort to keep them informed of decisions by the Board of Directors, opportunities to participate in committees and other volunteer roles, and Mutual 68 social events, among other items. One objective of such information is to create greater camaraderie among Mutual 68 residents.

Specific Responsibilities

In order to achieve its purpose, the Community Information Committee shall—

1. Implement a communication plan that it reviews as necessary.
2. Assure that at least monthly issues of The Eaglet are distributed to residents.
3. Disseminate e-Blasts on upcoming events and special activities.
4. Provide articles and photographs on Mutual 68 activities to the Rossmoor News.
5. Produce and disseminate other publications as it deems appropriate.
6. Maintain the Mutual 68 website, **the official communications vehicle of Mutual 68.**
7. Develop and administer surveys when appropriate to ascertain opinions of Mutual 68 residents.
8. Maintain a welcoming subcommittee to greet new residents and introduce them to Eagle Ridge.
9. Offer communication services/advice to the Board of Directors and other committees.
10. Report to the Board of Directors on communication activities at its monthly meetings.
11. Complete other communication tasks as requested by the Board of Directors.

Committee Membership/Meetings

In order to achieve its responsibilities, the Community Information Committee shall—

1. Have a chairperson **recommended** by the committee and appointed by the Board for a one-year term. That chairperson will call meetings, develop meeting agendas and supervise all meetings. She/he can serve multiple terms.
2. The chairperson shall recommend committee members for Board approval.
3. **Hold meetings as needed.**
4. Assign task forces to complete specific tasks. After completion of the tasks those task forces would be dissolved.
5. Maintain at least five members, who will be appointed annually by the chairperson for one-year terms. They may serve multiple terms.

Adopted and Revised:

April 28, 2003

May 24, 2004

May 22, 2006

November 26, 2018

LANDSCAPE COMMITTEE CHARTER

Purpose:

Under the supervision of the Board, this Committee will plan, organize and develop a program of work to enhance the landscaping, to preserve the natural beauty throughout Eagle Ridge, and to monitor work by the landscape maintenance contractor.

Responsibilities:

- To review landscape maintenance contract specifications and responsibilities prior to contract renewal.
- To recommend policy issues for the Board to consider.
- To monitor an annual landscape budget.
- To review by periodic walk-through, the condition of landscaping at each building and throughout the mutual common area.
- To perform such other duties as the Board may assign/delegate from time to time.

Membership

The Committee shall consist of 4 to 8 members who each represent the landscape areas of the community and are recommended by the chair and are accepted by the Committee. The liaison to the Committee from the Board is also an active Committee member.

Meetings

The Committee meets officially in March and October and at other times when deemed necessary. The Chairman submits minutes of the meetings to the Board and Committee members and presents oral reports to the Board and membership at regular and annual meetings.

Officers

The Committee has a chairman who is appointed by the Committee to carry out the duties and responsibilities as required.

See also Appendix E - Landscape Change Procedures
Adopted and Revised:
April 28, 2003
March 22, 2010

NOMINATING COMMITTEE CHARTER

The Nominating Committee shall consist of a chairperson, who shall be a member of the Board of Directors, and two or more Members in Good Standing who are also Residents. The Nominating Committee shall be appointed by the Board of Directors not more than sixty (60) days following conclusion of each annual meeting of the Members and shall serve until the close of the next annual meeting.

Purpose

The Committee shall nominate as many candidates for election to the Board of Directors as it shall in its discretion determine, but not less than the number of positions on the Board that are to be filled by the election.

Responsibilities

- To publish an announcement of Board vacancies in the Rossmoor News at least thirty (30) days in advance of the deadline for nominations.
- To select candidates not less than sixty (60) days and not more than ninety (90) days prior to the annual meeting of Members.
- To submit names of candidates to the Board within ten (10) days following the deadline for nominations.
- To verify that any Resident whose name is submitted to the Board as a candidate will have agreed to serve if elected.

Meetings

Meetings will be held as necessary to perform the functions of the Committee.

Reference: Bylaws 6
Adopted:
April 28, 2003

SOCIAL COMMITTEE CHARTER

Purpose

Under the supervision of the Mutual 68 Board, the Social Committee will provide the Eagle Ridge community with social activities.

Responsibilities

- To organize social events that foster a spirit of neighborhood community.
- To develop a budget for each event so that each event will be self-sustaining.
- To supervise and plan each event, properly delegating responsibilities to Committee members.
- To prepare and give a detailed financial report of each event to the Treasurer and the liaison from the Board.
- To recruit and select volunteers with interest and special talents to serve on the Committee, as vacancies occur.

Membership

The Chair of the Committee shall be appointed by the Mutual 68 Board for a one-year term effective July 1.

The Committee shall consist of members, selected by the Chair, on the basis of interest and ability to make a contribution to the Committee. A list of the names of the committee members shall be provided to the Board by July 15th of each year.

Officers

The Chair may appoint a Vice-Chair, and/or Event Co-Chairs, as well as a Treasurer with the consensus of the Committee to serve for one year.

Meetings

Meetings will be called by the Chair as needed to organize and plan each event, as well as critique a prior event. Oral and/or written reports will be submitted to the Board at regular monthly and annual meetings.

Mutual 68 Board Liaison

The Mutual 68 board liaison is appointed by the Mutual 68 board of directors on an annual basis for 1 year following the Annual meeting.

Adopted and Revised:

April 28, 2003

June 13, 2006

March 22, 2010

June 25, 2018

Committee Charters

March 22, 2010 A-8

APPENDIX B

GENERAL MAINTENANCE AND REPAIR INFORMATION

Adopted and Revised:

April 28, 2003

March 9, 2004

July 25, 2005

May 24, 2010

GENERAL MAINTENANCE AND REPAIR INFORMATION

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Introduction

Mutual 68 contracts with the Golden Rain Foundation (GRF) to provide specific maintenance services. The Mutual Operations Division (MOD) of GRF performs these services which are funded by the monthly coupon payments. Additional services can be provided to the residents by MOD on a billable basis. Generally, any resident has the option of using these services and paying MOD for them or contracting with approved outside licensed vendors to do the work.

To assist you in understanding the repair and maintenance services that can be provided by MOD and identifying the required approvals and responsibility for payment for such services, the Board has adopted the policies outlined on the pages that follow.

Mutual Operations Division Phone Numbers

Alterations and resale inspections	988-7660
Building maintenance	988-7650
Landscape and irrigation maintenance	988-7640
Pest control	988-7640

Approval Authority

Mutual billable items with an estimated cost exceeding \$500.00 must be approved by the Board. Please refer to the Landscape Policy for authority for approving landscape maintenance items.

Mutual authority is not required for interior or Exclusive Use Common Area maintenance items paid for by the resident unless such work is specifically identified as mutual responsibility on the following pages, or, if the work is considered an alteration under Appendix C.

Labor and Material Charges

The hourly rate for each service person on a job is calculated from the time they arrive at the residence 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 performed after hours and on weekends. Current charges may be obtained by telephoning the MOD Work Order Desk at 988-7650.

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

Responsibility for Payment

A list of common repair and maintenance items occurring in and around a resident's home are shown on pages B-4 through B-12. Those items identified as being "Mutual Responsibility" will be paid for by the Mutual and those items designated as "Resident Responsibility" will be paid for by the resident. If resident billable maintenance or repair work is rendered by MOD, payment is required at the time that service is rendered.

If an item identified as "Mutual Responsibility" requires repair or replacement due to damage caused by a resident, guest, or their contractor, the resident is responsible for payment.

Differences of Opinion

MOD Order Desk personnel will advise residents at the time orders are called in that work items may be billable to them. Service personnel at the worksite will also advise residents before commencing work if the work is billable to them. If the resident then 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 service person and the resident regarding cost of service or whether the item is

the resident's responsibility, the service person 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 service person's time will be billed to the resident.

Pre-approved Services

Residents may request the following services without additional authorization:

- Pest control service
- Exterior light bulb replacement
- Smoke detector repair and battery replacement
- Irrigation sprinkler repair
- Emergency repairs

Adopted and Revised:
April 28, 2003
May 24, 2010

Mutual Responsibility	Resident Responsibility
Appliances: Dishwashers, Refrigerators, Disposals, Ranges, Ovens, Vents, Hoods, Microwave Ovens, Water Heaters, Fireplaces, etc.	
<ul style="list-style-type: none">▪ Exterior components for fireplace	<ul style="list-style-type: none">▪ All appliances are the owner's property; all maintenance and repair is the owner's responsibility

Adopted:
April 28, 2003

Carpentry	
<ul style="list-style-type: none"> Repairs due to building settlement Repair/replace mailboxes* Repair/replace garage door paneling and roller guides* Repair/replace exterior utility and trash closet doors and hardware* <p>**If repair or replacement is necessary due to damage caused by actions of resident, guest or his/her contractor, resident is responsible.</p>	<ul style="list-style-type: none"> Repair/replace doorbell Repair/adjust/replace front entrance, patio, and deck doors Repair/replace concrete and TREX decks and patios that are the exclusive use common area(s) of residents.* Repair/replace weather stripping on front entrance, patio, and deck doors Repair/replace front entrance, patio, and deck door locks and hardware (type and model subject to Building Committee approval) Repair/replace interior doors and hardware Repair/replace windows, window panes and screens Repair/replace sliding doors and screens Repair/replace glass in shower doors Repair/replace loose or broken interior base molding, casing, trim, etc. Repair/replace floor covering Repair/replace cabinets and components Repair plaster cracks resulting from drying, shrinkage, etc. Repair/replace garage door electric chain drive and electronic controller (automatic garage door opener) <p>* Conforms to CC&Rs Article 8.4.2</p>

Adopted and Revised:

April 28, 2003

July 25, 2005

May 24, 2010

Electrical (Wiring and Components)	
<ul style="list-style-type: none"> • Repair/replace exterior duplex outlets • Repair, tighten, or replace exterior and interior circuit breakers and circuit breaker panels • Repair electrical wiring in walls and attic, including doorbell wiring • Repair/replace walkway lighting fixtures, bulbs, and transformers, including post-mounted lights at street edge • Repair/replace smoke detectors and batteries on a periodic basis. • Repair/replace Mutual owned exterior fire extinguishers 	<ul style="list-style-type: none"> • Replace bathroom fan motor and/or heating elements • Repair/replace electrical cords and plugs (standard appliances) • Clean bathroom fans and ducts, kitchen fans and ducts, and dryer fans and ducts • Replace interior wall switches or duplex outlets • Repair exterior lighting fixtures controlled by an interior switch • Replace interior light bulbs, fluorescent tubes, and ballasts • Repair/replace telephone wiring from the user interface device (UID) into the unit • Repair/replace cable TV wiring • Reset electrical breakers* • Repair or service calls for smoke detectors outside periodic inspection by Mutual. <p>* Note: After resetting breakers, if appliance still does not work, call MOD</p>

Adopted and Revised:
 April 28, 2003
 March 9, 2004
 May 24, 2010

Heating, Ventilating and Air Conditioning Systems	
<ul style="list-style-type: none">• Maintain, repair/replace ventilation fans, ducts and related systems in attic and sub-floor spaces	<ul style="list-style-type: none">• Air conditioners and furnaces are the owner's property; all cleaning, maintenance, adjustments, lubrication, repair and replacement is the owner's responsibility

Adopted:
April 28, 2003

Landscaping in the Common Area	
<ul style="list-style-type: none">• Maintenance of turf areas, ground cover, shrubs, trees, irrigation system and surface and sub-surface drainage in the common area• Sprinklers and controllers <p><u>Note:</u> Please refer to Landscape Policy and Appendix E</p>	<ul style="list-style-type: none">• Tree pruning, trimming or removal at request of and for sole benefit of a resident. Requires approval of the Landscape Committee, affected neighbors and, if required, City of Walnut Creek• Landscaping and irrigation and drainage systems in patio areas• Individual landscaping approved by Mutual, on or adjacent to common area

Adopted:
April 28, 2003

Painting	
<ul style="list-style-type: none"> ▪ Exterior surfaces of buildings ▪ Outside surface of exterior and garage doors ▪ Interior surfaces and personal property of unit damaged by rain leaks and plumbing in structural components that the mutual maintains, e.g., roofs ▪ Interior surfaces of unit damaged by building settlement ▪ Patio and deck fences and railings ▪ Exterior caulking of windows 	<ul style="list-style-type: none"> ▪ Inside surface of exterior doors ▪ Interior surfaces of manor ▪ Cleaning of concrete and Trex decks and porches <p><u>Note:</u></p> <ul style="list-style-type: none"> ▪ Mutual dictates color palette for exterior surfaces of buildings, including trim and doors (See Appendix D)

Adopted:
April 28, 2003

Pest Control (Including Termites)	
<ul style="list-style-type: none">• Exterior of buildings, including walls, roofs, roof vents, attics and sub-floor spaces (includes control of weeds, plant diseases, rodents and other wild animals, ants and other insects)• Inspection for wood-eating insects• Bird damage	<ul style="list-style-type: none">• Interior of buildings (includes control of rodents, ants and other insects)• Termite inspection at time of resale

Adopted:
April 28, 2003

Plumbing	
<ul style="list-style-type: none"> • Repair leaks or remove stoppages within the floor slab, wall or attic • Repair/replace outside faucets • Adjust building water pressure regulator • Remove debris from water supply lines, valves and aerators • Install relief valves ("beehives") in waste line • Fire sprinkler service system 	<ul style="list-style-type: none"> • Repair leaks or clear stoppages inside the manor from the point where the pipe leaves the drywall and enters the room • Repair/replace/adjust toilet seats, tank, bowl, valves, etc. • Repair/replace cracked, crazed, chipped or rusted sinks/basins/tubs/ shower pans • Repair/replace traps, pipes, faucets, baskets, seals, etc. • Repair/replace/clean bathtub and sink stoppers or components • Repair/replace kitchen sink, soap dispenser or components • Re-caulk/re-grout bathtub/sink/shower door frames and tracks • Repair/replace water filters <p><u>Note:</u> It is recommended that braided stainless-steel water supply lines be installed when replacing water supply lines to washing machines</p>

Adopted:
April 28, 2003

Roofs	
<ul style="list-style-type: none">• Replacement and repair of roofs, roof vents, skylights, gutters and downspouts, except those on alterations• Cleaning of gutters and downspouts	<ul style="list-style-type: none">• Replacement and repair of roofs, roof vents, skylights, gutters and downspouts on alterations

Adopted:
April 28, 2003

APPENDIX C

ALTERATION AGREEMENT REQUEST PROCEDURE

Adopted:	April 28, 2003
Revised:	June 28, 2004
Revised:	October 25, 2005
Revised:	June 13, 2006
Revised:	September 12, 2006
Revised:	April 28, 2008
Revised:	January 25, 2010

ALTERATION AGREEMENT REQUEST PROCEDURE

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Introduction

The Architectural Control Committee (ACC) of the Golden Rain Foundation has originally established restrictions governing the alteration of buildings and landscaping within Rossmoor. Commencing July 1, 2006, all proposed alterations or improvements to buildings in the Common Area and Exclusive Use Common Areas will require approval of the Mutual 68 Building Committee and the Board. Any modification to the existing deck or structure of an enclosed patio requires approval. (See Guidelines page C-6)

The Mutual 68 Board may choose to submit any unusual or arbitrary alteration requests, that may be disputed, to the ACC for adjudication and/or recommendation.

This Appendix describes what approvals are required and the process that has been established for obtaining such approval. Your Area Building Committee Representative or the Building Maintenance Department of Mutual Operations Division (MOD) may be of assistance in answering questions you may have in this regard.

Building Maintenance Department

Applications for alterations are obtained from the Building Maintenance Department of MOD. The Department is located at 800 Rockview Drive east of Terra California Drive and near the RV storage and EBMUD water tank. In addition to providing information regarding alteration requests, the department may be of assistance in determining if the alteration is subject to local and State building codes therefore requiring a City of Walnut Creek building permit. The Department's phone number is 988-7660.

Alterations to Building Interiors

Generally, cosmetic alterations to the interior of a residence do not require approval of Mutual 68. Owners have complete discretion as to furniture, furnishings, and interior decorating of their Unit. This includes the exclusive right to refinish or substitute new-finished surfaces of the walls, ceilings, floors, and doors of their Unit providing that substituted floor coverings meet the requirements of the next section, Floor Coverings – Upper Fourplex Units. Any change to a window that involves the removal or replacement of the window frame requires approval of an alteration agreement.

No interior alteration or addition, which would create a second unit or the perception of a second unit within the unit, will be permitted. No room may be altered to become a second kitchen or kitchenette, and no areas may be closed off to prevent an owner easy access to the entire unit. A wet bar, a small counter for mixing beverages that is equipped with a sink and running water, is permitted. The extension or expansion of a wet bar into a second kitchen or kitchenette is not permitted. (Revised: January 25, 2010)

Approvals are required for any alteration or improvement that impairs the structural integrity or safety of a building, or that interferes with plumbing, electrical, heating or air conditioning service to other Units or the Common Area.

Floor Coverings - Upper Fourplex Units

Any change to the type of floor covering materials originally installed in the upper Unit of a fourplex building requires prior written approval of the Board. Where there is a permitted change in floor covering materials, in order to reduce sound transmission, Upper Units shall have all floor areas, except kitchens, bathrooms, laundry rooms, hallways and storage areas, covered with carpet or other material that provides equivalent insulation against sound transmission to the Unit below. The substitution of wood for linoleum or tile, or of linoleum for tile or wood, or of tile for wood or linoleum will be permitted if the above requirements are met.

Alterations to Exclusive Use Common Areas

Any alteration to a fence, railing, wall, ceiling, or floor of a patio, deck, or porch in an Exclusive Use Common Area requires an Alteration Agreement approved by the Mutual 68 Building Committee and Board. An alteration other than shelving in an assigned storage closet; or a cabinet, work bench, or shelving in a garage also requires an Alteration Agreement. (See guidelines on page C-6.)

Encroachment into the Common Area

Alterations that significantly encroach into the Common Area resulting in an increase of the Owner's Exclusive Use Common Area and a corresponding decrease in the Mutual's Common Area will not be approved. Minor encroachments that may be permitted include exterior improvements such as handrails, screen doors, cable outlets, hose bibs, and downspouts and gutters.

Planning Prior to Commencing Permit Process

Contact the Building Maintenance Department to determine if a "Standard" already exists for the proposed project you are planning. The department may also be able to provide you with the name of Rossmoor approved contractors that have their Contractor License and current liability insurance policy on file. Next, have one or more contractors review your proposed project. If the cost is acceptable, have the contractor submit a bid to you including, if applicable, a complete set of drawings and specifications with floor plans showing the location of the proposed work.

Permit Approval Process

Apply for the Alteration Agreement permit at the Building Maintenance Department on Rockview Drive. Submit your contract proposal including all applicable drawings and specifications. You will also need to present your white Rossmoor Identification Card. At this time the Rossmoor Alteration Agreement will be completed, and your signature will be required. If not already on file, your contractor will need to provide evidence of a valid Contractor license and appropriate liability insurance.

The MOD Staff will review the request to determine if the proposal is for a "Standard" alteration that previously has been approved for Mutual 68. If so, approval should normally be granted within ten working days. As non-standard alterations receive approval, they will normally be added to the list of "Standard" alterations. A list of current "Standard" alterations is shown on Page C-5.

Non-standard alterations or improvement requests will be reviewed by the MOD Staff and then forwarded to the Mutual 68 Building Committee and Board for review at their next scheduled meeting. Types of potential problems with unapproved alterations are listed on Page C-4.

The applicant will be notified as to whether the alteration request has been approved or disapproved. If disapproved, reasons will be given for the disapproval. If approved, the applicant must pick up the permit card at MOD before the project can begin. At this time the applicant will also be notified if a City of Walnut Creek building permit is required, and, if neighbor contact is required. Any conditions that may apply to the proposed work will also be provided. Alteration permits expire six (6) months after issue date.

Inspections During Work and upon Completion

The approved permit will specify when inspections are required. Certain type projects will require the project to be inspected by MOD after work such as framing, plumbing, and electrical work have been completed, but prior to being covered by siding, sheet rock, paneling, or other material. After completion of the project, a final inspection will be made by MOD. Inspection appointments may be obtained from MOD by phoning 988-7660.

Potential Problems with Unapproved Alterations

Since the completion of the homes at Eagle Ridge, some homeowners have made alterations or improvements without receiving approval where such approval is required. Such alterations may subject the homeowner to the following:

- Responsibility for any subsequent damage to Common Area property that results from the unapproved work. An example of this is the repair of dry rot to siding or framing of a building that was caused by water seepage through an unapproved window installation.
- Exclusion of coverage under the Mutual's property insurance policy. Alterations or improvements made after original completion of the Unit are covered under the Mutual insurance policy if the ACC or Mutual Board has approved the installation.
- Upon resale of the Unit, the homeowner may be required to restore the area to its original condition, submit an alteration proposal for approval, or have the new owner accept responsibility for any subsequent liability. MOD's Building Inspection Group inspects all homes for any damaged or altered common property, and for any unapproved alterations upon resale of a home and prior to close of escrow.
- If a complaint is received from a neighboring owner regarding an unapproved alteration, the Board may require the owner of record to submit an alteration request or restore the area to its original condition.
- Sanctions may be imposed by the Board in accordance with Mutual 68 CC&R Article 10.5.3, Imposition of Sanctions.

Homeowners are encouraged to submit an alteration request for any alteration or improvement previously made that was done without a proper permit.

Saving of Documents

Homeowners should retain copies of all documents showing proof of approval for alterations or improvements, as well as documents describing original upgrades. These documents, as noted above, may be required to present at time of MOD inspection at resale and for establishing a cost basis for income tax purposes.

"Standard" Alterations

A "standard" has been established for certain types of alterations and improvements as listed below. Homeowners proposing this type of work and following the established Standard will be able to have their approval process greatly expedited.

The MOD Alterations Staff has been authorized to execute standard alteration agreements on behalf of Mutual 68 for the types of standard alterations listed below. No further Mutual approvals are required. Additional Standards will be added to the list upon approval of the Mutual Board.

- Air conditioner or heat pump (new or replacement)
- Awnings and roll-up sunscreens or shades
- Bathroom remodeling
- Bathtub/Shower conversion
- Cable outlets (exterior wall penetrations)
- Carpeting or tile, exterior (entryways, patios and decks requiring a waterproof membrane)
- Chairlifts (inside only)
- Concrete/wood slab on grade patio, deck or porch (and/or approved coverings or surfaces)
- Door, exterior (including screen door)
- Downspouts and gutters
- Electrical circuits and outlets (new)
- Handrails, exterior
- Hose bibs (on grade only)
- Insulation
- Kitchen remodel
- Plumbing/mechanical (new, in common walls)
- Trellis, overhead on patio or deck
- Wall removal
- Window (new or replacement)
- Solar tubes (limited to four solar tubes of any size per unit.)

Adopted and Revised:

April 28, 2003

June 28, 2004

October 25, 2005

September 12, 2006

April 28, 2008

Guidelines for Alterations to Exclusive Use Common Areas:

1. Installation of Gates in Fences and Railings: An Alteration Application must be filed with MOD to ensure that the opening is of the proper size and structurally supported by use of proper framing techniques. The gate must be positioned so as not to interfere with irrigation systems, other structures and have suitable and safe ingress and egress. Corrosion proof hinges and latches must be utilized. Note: Ground-level patio gates must be installed through ground supported fence railings. First floor elevated deck gates must be installed through deck supported railings.
2. Installation of First Floor Steps and Handrails: Units that have elevated TREX decks may install steps and handrails, if an Alteration Application is filed with MOD. Guidelines for installations must adhere to the following conditions. Latest building code restrictions will apply to use of proper materials, the size of rise and run of the steps, suitable attachment to the deck and ground level into the common area and, a landing area in front of the stair. Irrigation systems must be modified to accommodate the additions. Note: No gates, stairs or handrails are allowed for second floor units.

3. Covers and Screening for Sunlight and Privacy: Awnings, Trellises and Sunscreens are permitted under the Standard Alterations as previously approved. Residents may also use moveable privacy trellises, up to approximately six feet high that are temporarily attached to the railings and fences at the ends of their decks and patios. These must be moveable for the paint maintenance requirements. No screening trellises should be installed along the outside deck railing or patio fence that may obscure the view of neighbors. However, a two-foot-high deer-proofing addition to the patio fences is allowed, if thin narrow uprights are used and strung with a transparent mono-filament line, as approved by the Building Committee. Note: No unsightly wooden uprights with wire mesh or chicken wire will be allowed.
4. Planting and Watering Considerations for Patios and Decks: Plant trellises, which can be laid down for painting, shall be used next to the rigid fence support dividers that run between the buildings and the patio fences. Ground level patio units have their own irrigation systems. Common area irrigation systems shall not be modified to water plants on patios or decks. Deck and porch plants must be placed in suitable waterproof drip containers or saucers to avoid staining and damage to the decks or porches.
5. Installation of Second Floor Hose Bibs: These will be allowable on a case-by-case basis. An Alteration Application must be filed with MOD showing the types materials to be used, proper visual screening, adequate water shut-off protection and prevention of dripping and runoff onto the lower decks.
6. Current Unapproved Alterations: At the time of re-sale of units by current owners, as part of the Re-Sale Inspection Process, sellers will be required to bring existing Unauthorized Alterations into conformity with the above guidelines or return to original conditions: From time to time the Building Committee will conduct a conformance survey.
7. All of the above must be approved by the Mutual Board.

Adopted and Revised:

April 28, 2003

June 28, 2004

October 25, 2005

June 13, 2006

September 12, 2006

Appendix D

Eagle Ridge Building Color Palette

Revised 6/22/18

EAGLE RIDGE BUILDING COLOR PALETTE

Kelly-Moore Paint ----- May be obtained from the **Kelly-Moore** store at **2700 N. Main St., Walnut Creek, CA 94597**; phone **(925) 939-4100**. Color chips are currently available for most colors. ***Be sure to check the color letter and numbers in addition to the color name. All Trim is #14 Frost.***

<u>Color Scheme</u>	<u>Model</u>	<u>Lower Body</u>	<u>Upper Body</u>	<u>Gables</u>	<u>Garage Door</u>
A	Fourplex Duplex/ Triplex	216 Malibu Beige 216 Malibu Beige	305 Ironwood	305 Ironwood 305 Ironwood	216 Malibu Beige 305 Ironwood
B	Fourplex	KM5705 Pioneer Village	42 Wise Owl	42 Wise Owl	KM5705 Pioneer Village
C	Fourplex Duplex/ Triplex	178 Plymouth Grey 178 Plymouth Grey	KM4910 Platinum Granite	KM4910 Platinum Granite KM4910 Platinum Granite	178 Plymouth Grey KM4910 Platinum Granite
D	Fourplex Duplex/ Triplex	HLS4213 Bungalow Brown KM4551 Sandy Toes	KM4551 Sandy Toes	HLS4213 Bungalow Brown HLS4213 Bungalow Brown	KM4551 Sandy Toes HLS4213 Bungalow Brown
E	Fourplex Duplex/ Triplex	171 Sand Pebble 302 Mission Tan	302 Mission Tan	171 Sand Pebble 171 Sand Pebble	302 Mission Tan 171 Sand Pebble

<u>Address</u>	<u>Bldg#</u>	<u>Color Scheme</u>	<u>Address</u>	<u>Bldg#</u>	<u>Color Scheme</u>
501 Falconwood Ct.	6821	B	603 Foxwood Way	6801	E
503 Falconwood Ct.	6821	B	605 Foxwood Way	6801	E
505 Falconwood Ct.	6821	B	607 Foxwood Way	6801	E
507 Falconwood Ct.	6821	B	611 Foxwood Way	6802	A
			613 Foxwood Way	6802	A
3001 Grey Eagle Dr.	6621	B	3035 Grey Eagle Dr.	6729	A
3002 Grey Eagle Dr.	6622	C	3041 Grey Eagle Dr.	6728	C
3003 Grey Eagle Dr.	6621	B	3043 Grey Eagle Dr.	6728	C
3004 Grey Eagle Dr.	6622	C	3044 Grey Eagle Dr.	6702	E
3005 Grey Eagle Dr.	6621	B	3046 Grey Eagle Dr.	6702	E
3006 Grey Eagle Dr.	6622	C	3047 Grey Eagle Dr.	6728	C
3007 Grey Eagle Dr.	6621	B	3051 Grey Eagle Dr.	6727	D
3008 Grey Eagle Dr.	6622	C	3053 Grey Eagle Dr.	6727	D
3010 Grey Eagle Dr.	6623	A	3055 Grey Eagle Dr.	6727	D
3011 Grey Eagle Dr.	6620	A	3062 Grey Eagle Dr.	6703	B
3012 Grey Eagle Dr.	6623	A	3064 Grey Eagle Dr.	6703	B
3013 Grey Eagle Dr.	6620	A	3066 Grey Eagle Dr.	6703	B
3014 Grey Eagle Dr.	6623	A	3073 Grey Eagle Dr.	6726	E
3015 Grey Eagle Dr.	6620	A	3075 Grey Eagle Dr.	6726	E
3016 Grey Eagle Dr.	6623	A	3077 Grey Eagle Dr.	6726	E
3017 Grey Eagle Dr.	6620	A	3113 Grey Eagle Dr.	6808	B
3021 Grey Eagle Dr.	6619	C	3115 Grey Eagle Dr.	6808	B
3022 Grey Eagle Dr.	6624	B	3122 Grey Eagle Dr.	6810	C
3023 Grey Eagle Dr.	6619	C	3124 Grey Eagle Dr.	6810	C
3024 Grey Eagle Dr.	6624	B	3126 Grey Eagle Dr.	6810	C
3025 Grey Eagle Dr.	6619	C	3128 Grey Eagle Dr.	6810	C
3026 Grey Eagle Dr.	6624	B	3131 Grey Eagle Dr.	6807	D
3027 Grey Eagle Dr.	6619	C	3133 Grey Eagle Dr.	6807	D
3028 Grey Eagle Dr.	6624	B	3142 Grey Eagle Dr.	6811	A
3031 Grey Eagle Dr.	6729	A	3144 Grey Eagle Dr.	6811	A
3032 Grey Eagle Dr.	6701	C	3146 Grey Eagle Dr.	6811	A
3033 Grey Eagle Dr.	6729	A	3148 Grey Eagle Dr.	6811	A
3034 Grey Eagle Dr.	6701	C	3152 Grey Eagle Dr.	6812	B

3154 Grey Eagle Dr.	6812	B	501 Quail Hill Ct.	6706	B
3156 Grey Eagle Dr.	6812	B	503 Quail Hill Ct.	6706	B
3158 Grey Eagle Dr.	6812	B	504 Quail Hill Ct.	6705	E
			505 Quail Hill Ct.	6707	A
520 High Eagle Ct.	6817	C	506 Quail Hill Ct.	6705	E
522 High Eagle Ct.	6817	C	507 Quail Hill Ct.	6707	A
526 High Eagle Ct.	6817	C	508 Quai Hill Ct.	6705	E
528 High Eagle Ct.	6817	C	512 Quail Hill Ct.	6704	C
533 High Eagle Ct.	6818	A	515 Quail Hill Ct.	6708	D
535 High Eagle Ct.	6818	A	516 Quail Hill Ct.	6704	C
537 High Eagle Ct.	6818	A	517 Quail Hill Ct.	6708	D
539 High Eagle Ct.	6818	A	518 Quail Hill Ct.	6704	C
540 High Eagle Ct.	6816	B			
542 High Eagle Ct.	6816	B	601 Red Wing Ct.	6803	C
546 High Eagle Ct.	6816	B	603 Red Wing Ct.	6803	C
548 High Eagle Ct.	6816	B	604 Red Wing Ct.	6806	E
553 High Eagle Ct.	6819	C	606 Red Wing Ct.	6806	E
555 High Eagle Ct.	6819	C	613 Red Wing Ct.	6804	D
557 High Eagle Ct.	6819	C	614 Red Wing Ct	6805	A
559 High Eagle Ct.	6819	C			
560 High Eagle Ct.	6815	A	615 Red Wing Ct.	6804	D
562 High Eagle Ct.	6815	A	616 Red Wing Ct.	6805	A
566 High Eagle Ct.	6815	A	618 Red Wing Ct.	6805	A
568 High Eagle Ct.	6815	A			
570 High Eagle Ct.	6814	C**Greys Reversed	2804 Saklan Indian Dr.	6601	D
572 High Eagle Ct.	6814	C**Greys Reversed	2806 Saklan Indian Dr.	6601	D
576 High Eagle Ct.	6814	C**Greys Reversed	2812 Saklan Indian Dr.	6602	C
578 High Eagle Ct.	6814	C**Greys Reversed	2814 Saklan Indian Dr.	6602	C
583 High Eagle Ct.	6820	B	2816 Saklan Indian Dr.	6602	C
585 High Eagle Ct.	6820	B	2818 Saklan Indian Dr.	6602	C
587 High Eagle Ct.	6820	B	2822 Saklan Indian Dr.	6603	B
589 High Eagle Ct.	6820	B	2824 Saklan Indian Dr.	6603	B
590 High Eagle Ct.	6813	A	2826 Saklan Indian Dr.	6603	B
592 High Eagle Ct.	6813	A	2828 Saklan Indian Dr.	6603	B
596 High Eagle Ct.	6813	A	2832 Saklan Indian Dr.	6604	A
598 High Eagle Ct.	6813	A	2834 Saklan Indian Dr.	6604	A

2836 Saklan Indian Dr.	6604	A
2838 Saklan Indian Dr.	6604	A
2842 Saklan Indian Dr.	6605	C
2844 Saklan Indian Dr.	6605	C
2846 Saklan Indian Dr.	6605	C
2848 Saklan Indian Dr.	6605	C
2852 Saklan Indian Dr.	6606	B
2854 Saklan Indian Dr.	6606	B
2856 Saklan Indian Dr.	6606	B
2858 Saklan Indian Dr.	6608	B
2861 Saklan Indian Dr.	6607	E
2863 Saklan Indian Dr.	6607	E
2865 Saklan Indian Dr.	6607	E
2871 Saklan Indian Dr.	6608	B
2872 Saklan Indian Dr.	6609	C
2873 Saklan Indian Dr.	6608	B
2874 Saklan Indian Dr.	6609	C
2876 Saklan Indian Dr.	6609	C
2878 Saklan Indian Dr.	6609	C
2881 Saklan Indian Dr.	6610	D
2882 Saklan Indian Dr.	6611	A
2883 Saklan Indian Dr.	6610	D
2884 Saklan Indian Dr.	6611	A
2886 Saklan Indian Dr.	6611	A
2888 Saklan Indian Dr.	6611	A
2889 Saklan Indian Dr.	6610	D
2912 Saklan Indian Dr.	6612	B
2914 Saklan Indian Dr.	6612	B
2916 Saklan Indian Dr.	6612	B
2918 Saklan Indian Dr.	6612	B
2922 Saklan Indian Dr.	6613	C
2924 Saklan Indian Dr.	6613	C
2926 Saklan Indian Dr.	6613	C
2928 Saklan Indian Dr.	6613	C
2932 Saklan Indian Dr.	6614	A

2936 Saklan Indian Dr.	6614	A
2938 Saklan Indian Dr.	6614	A
2952 Saklan Indian Dr.	6615	B
2954 Saklan Indian Dr.	6615	B
2956 Saklan Indian Dr.	6615	B
2958 Saklan Indian Dr.	6615	B
2962 Saklan Indian Dr.	6616	C
2964 Saklan Indian Dr.	6616	C
2966 Saklan Indian Dr.	6616	C
2968 Saklan Indian Dr.	6616	C
2982 Saklan Indian Dr.	6617	A
2984 Saklan Indian Dr.	6617	A
2986 Saklan Indian Dr.	6617	A
2988 Saklan Indian Dr.	6617	A
2992 Saklan Indian Dr.	6618	B
2994 Saklan Indian Dr.	6618	B
2996 Saklan Indian Dr.	6618	B
2998 Saklan Indian Dr.	6618	B
603 Shadowhawk Way	6714	D
605 Shadowhawk Way	6714	D
606 Shadowhawk Way	6725	A
608 Shadowhawk Way	6725	A
613 Shadowhawk Way	6715	E
615 Shadowhawk Way	6715	E
616 Shadowhawk Way	6724	C
618 Shadowhawk Way	6724	C
621 Shadowhawk Way	6716	A
622 Shadowhawk Way	6723	D
624 Shadowhawk Way	6723	D
625 Shadowhawk Way	6716	A
627 Shadowhawk Way	6716	A
628 Shadowhawk Way	6723	D
631 Shadowhawk Way	6719	A
632 Shadowhawk Way	6722	E

2934 Saklan Indian Dr.	6614	A
635 Shadowhawk Way	6719	A
642 Shadowhawk Way	6721	D
643 Shadowhawk Way	6720	C
644 Shadowhawk Way	6721	D
645 Shadowhawk Way	6720	C

513 Spotted Owl Ct.	6711	A
515 Spotted Owl Ct.	6711	A
517 Spotted Owl Ct.	6711	A
519 Spotted Owl Ct.	6711	A
523 Spotted Owl Ct.	6712	B
525 Spotted Owl Ct.	6712	B
527 Spotted Owl Ct.	6712	B
529 Spotted Owl Ct.	6712	B
532 Spotted Owl Ct.	6710	B
534 Spotted Owl Ct.	6710	B
536 Spotted Owl Ct.	6710	B
538 Spotted Owl Ct.	6710	B
543 Spotted Owl Ct.	6713	A
545 Spotted Owl Ct.	6713	A
547 Spotted Owl Ct.	6713	A
549 Spotted Owl Ct.	6713	A
552 Spotted Owl Ct.	6709	C
554 Spotted Owl Ct.	6709	C
556 Spotted Owl Ct.	6709	C
558 Spotted Owl Ct.	6709	C

634 Shadowhawk Way	6722	E
701 Woodwren Ct.	6717	C
703 Woodwren Ct.	6717	C
713 Woodwren Ct.	6718	D
715 Woodwren Ct.	6718	D

APPENDIX E

LANDSCAPE CHANGE PROCEDURES

Adopted: April 28, 2003

LANDSCAPE CHANGE PROCEDURES

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Introduction

The Landscape Committee of Mutual 68 and the Landscape Maintenance Department of Mutual Operations Division (MOD) are responsible for maintaining the landscaping and natural beauty of Eagle Ridge. All requests for landscape changes that will alter the approved landscape plan by addition, removal or relocation of ground cover, shrubs or trees in the Common Area must be approved by the Landscape Committee with the technical advice of the Landscape Maintenance Department in accordance with established landscape policies. Certain restrictions also exist for landscape change in the Exclusive Use Common Areas. Mutual 68's Area Landscape Committee Representatives are available to assist residents in obtaining approval for landscape change requests.

Approval Procedure

A Landscape Change Permit Application, as shown on pages E-4 and E-5, should be obtained from your Area Landscape Committee Representative. The completed form, after obtaining neighbor approval if appropriate, should be returned to your Committee representative. The Landscape Committee will review and approve the proposal under the delegated authority from the Board. Technical advice may be obtained from the Landscape Maintenance Department of MOD. If the Landscape Committee does not approve the proposal, it will be returned to the resident with the reason for disapproval along with suggestions for changes to meet acceptable standards. The homeowner has the right to appeal any disapproval by the Committee to the Board.

Labor and Material Charges

Owners are responsible for the cost of landscape changes ***that are in addition to what is ordinarily provided*** and that only benefit the applicants. Mutual 68 will pay a portion of the costs when landscape changes benefit other owners or the community at large. Mutual 68 will pay for replacing dead, damaged or unhealthy plants not covered by the Landscape Management Services Contract.

Common Area Adjacent to Residence

Owners may apply for permits to plant, at their expense, the Common Area adjoining their residences with supplemental ground cover and flowers less than 16 inches in height consistent with the existing landscaping and irrigation system. Owners are responsible for maintaining any annual ground cover or flowers that they may plant.

Prohibited Trees and Plantings

Private gardens and plants requiring protective enclosures are not permitted in the Common Area. Fruit trees, including citrus trees, also are not permitted in the Common Area.

Prohibited citrus trees that were in existence as of the effective date of this policy may be retained. At such time as they die or need to be removed for other reasons, they may not be replaced. The Landscape Committee will provide the owners with a permit for such existing trees upon the owner's acceptance of conditions required for retaining the trees.

Private gardens and fruit trees are permitted in Exclusive Use Common Areas with certain restrictions.

Exclusive Use Common Area Restrictions

Owners are responsible for the planting and maintaining all landscaping within their Exclusive Use Common Area. Permits are not required for plantings in the Exclusive Use Common Area if the following conditions are met:

- Soil in planting beds adjacent to buildings is a minimum of six inches below siding and trim material.
- Adequate distances are maintained between trees and foundations, walls and fences.
- Trees do not exceed seven feet in height and are of such species that have low root invasiveness.
- Plants are not attached to fences or buildings and are arranged to avoid conflicts with long term building maintenance.

Structural changes, including but not limited to concrete work, tiling, and sunscreen trellises, in the Exclusive Use Common Area of patios and decks require approval as outlined in the Alterations to Buildings policy.

Routine Pruning Requests

Minor routine pruning, and trimming requests may be made directly to the MOD Landscape Maintenance Desk by phoning 988-7640. Major requests for this type of work should be brought to the attention of your Area Landscape Committee Representative.

Requests for pruning native trees are submitted to MOD Landscape Maintenance Department at the above number. Native trees can only be pruned under the direction of a licensed arborist from a tree pruning company approved for work in Rossmoor. The pruning of native trees may be at the resident's expense if for their own personal benefit.

Tree Removal and Pruning for View Enhancement

The removal or pruning of trees for view enhancement is generally not allowed. Any proposal for such work may require the approval of the City of Walnut Creek as well as the approval of the Landscape Committee and the Landscape Maintenance Department of MOD.

Criteria for evaluating requests for tree removal or pruning for view enhancement will include, but not be limited to, the following:

- Extent to which a critical view is significantly diminished.
- Effect of proposed tree removal or pruning on visual screening.
- Feasibility of measures to mitigate adverse impacts of tree removal or pruning.
- Approval by affected residents.

Any such approval will require that the applicants be responsible for all associated costs including the planting of replacement trees and provisions for irrigation. Any tree removed will require the planting of one or more replacement trees.

Stepping Stone Installation Requests

A resident who desires to put in stepping stones in the Common Area must submit a Landscape Change Permit Application to the Mutual 68 Landscape Committee.

WALNUT CREEK MUTUAL SIXTY-EIGHT
LANDSCAPE CHANGE PERMIT APPLICATION

SECTION 1:

NAME _____ TELEPHONE NO. _____

ADDRESS _____

DESCRIPTION OF PROPOSED LANDSCAPE CHANGE

SKETCH OF CHANGE AREA SHOWING BUILDING, PAVED AREAS AND NEW
PLANT LOCATIONS WITH APPROXIMATE DIMENSIONS. IDENTIFY TYPES OF
PLANTS - USE ADDITIONAL SHEET IF DESIRED.

APPLICANT'S SIGNATURE

DATE

SECTION 2:
APPROVALS OF NEIGHBORS -IF REQUIRED

SIGNATURE

DATE

ADDRESS

SECTION 3:
LANDSCAPE MAINTENANCE DEPARTMENT

The proposed landscape change as described in this application is acceptable subject to the following conditions:

MOD LANDSCAPE MANAGER

DATE _____

SECTION 4:
MUTUAL 68 LANDSCAPE COMMITTEE

The Committee, acting on delegated authority by the Mutual 68 Board of Directors, recommends approval of this Application for Landscape Change Permit subject to the following conditions or is denied for the stated reason:

LANDSCAPE COMMITTEE CHAIRPERSON

Date _____

SECTION 5:
APPEAL TO THE MUTUAL 68 BOARD OF DIRECTORS FOR APPROVAL
The landscape change described in this application is authorized subject to the following conditions or is denied for the stated reason

PRESIDENT, WALNUT CREEK MUTUAL 68

DATE _____