

Walnut Creek Mutual No. Thirty

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.

The Policies set forth in this Policy Manual constitute all of the Policies adopted by the Walnut Creek Mutual No. Thirty Board of Directors and are in effect as of *July 12, 2017*. These Policies constitute “operating rules” as that term is defined in *Civil Code* section 4340. Any previously adopted Policies not included in this Policy Manual are no longer effective.

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PREFACE

Living in a condominium association is a trade off. By purchasing a home in Rossmoor, we have all agreed to give up some individual property and decision-making rights; and we have all gained the use of community-owned land and recreational areas.

We belong to two corporations; Golden Rain Foundation of Walnut Creek (“GRF”) and Walnut Creek Mutual No. Thirty (“Mutual”) and are governed by the legal documents of each corporation. The Mutual’s legal documents, or “Governing Documents,” are:

- ♦ Articles of Incorporation;
- ♦ Bylaws;
- ♦ Declaration of Covenants, Conditions and Restrictions (“CC&Rs”); and
- ♦ Policies (also known as “Rules”), including Senior Housing Residency Restrictions.

The Articles of Incorporation, Bylaws and CC&Rs were approved by the Mutual’s membership and amendments to those documents require a membership vote. The Mutual’s Board of Directors (“Board”) has the authority to adopt Policies (or “Rules”) for our Mutual.

Generally speaking, you own the inside of your Manor and you have the use of the Common Area; but in doing so, you are mandated to follow the rules and regulations in our Governing Documents, including the Policies instituted by the Board of Directors.

These Policies are not all-inclusive; where applicable, reference should also be made to the Bylaws and the CC&Rs. In the case of a conflict between these Policies and, the Bylaws, the Bylaws shall control. In the case of a conflict between these Policies and the CC&Rs, the latter shall take precedence.

ACRONYMS

Listed below for your quick referral are the frequently used acronyms you will encounter while reading through these Policies.

ADR Alternative Dispute Resolution

CC&Rs Declaration of Covenants, Conditions and Restrictions

DRC Design Review Committee

GRF Golden Rain Foundation of Walnut Creek

MOD Mutual Operations Division

DEFINITIONS

All capitalized terms that are not defined in these Policies shall have the meanings ascribed to them in the CC&Rs unless the context clearly requires otherwise.

Alteration: Any modification or change made by an Owner to a component in the Common Area or Exclusive Use Common Area.

Design Review Committee (DRC): The DRC is a committee established by the Board for the purpose of reviewing all proposed alteration applications to ensure that they conform to Mutual standards and providing recommendations to the Board on whether Board approval of such applications should be granted.

Common Area: See definition in Section 1.9 of the CC&Rs.

Declaration of Covenants, Conditions and Restrictions (CC&Rs): See definition in Section 1.14 of the CC&Rs. The CC&Rs are also referred to as “Declaration.”

Exclusive Use Common Area: See definition in CC&Rs Section 1.17. “Exclusive Use Common Area” includes balconies, porches, patios, decks, assigned carports and assigned storage spaces.

Governing Documents: See definition in CC&Rs Section 1.21. Generally speaking, the term “Governing Documents” includes the CC&Rs and any other documents, such as Bylaws, Articles of Incorporation, and these Policies, which govern the operation of the Mutual.

Securitas: Rossmoor’s security service provider with 24-hour, seven days a week staffing inside the Rossmoor gate.

Senior Housing Residency Restrictions: The Mutual Policy (contained in this Policy Manual) concerning the age of Residents, other occupants and guests at the Walnut Creek Mutual No. Thirty condominium project and adopted by the Board pursuant to CC&Rs Section 4.1.

Separate Interest: Also known as a “Unit” or “Manor,” both of which are defined at CC&Rs Sections 1.24 and 1.43, respectively.

ALTERATIONS

1. Information Concerning Alterations.

- A. Owners contemplating “Alterations” are required to contact the MOD Alteration Department (“MOD”) at 988-7660 for information, and where required under this Policy, submit an Alteration Application and obtain an alteration permit (“Alteration Permit”) before proceeding with work. This is necessary to maintain the aesthetic beauty and value of our property, and to satisfy all legal, governmental, architectural, security and safety requirements.

- B. Before submitting an Alteration Application, Owners are encouraged to first meet with the Board to generally discuss their plans.
- C. Alteration Permits are required for all Alterations affecting: structural stability of the building, electrical, heating/air conditioning, plumbing, additions or replacements; including, but not limited to, the following items:

STANDARD ALTERATIONS**

- Awnings
- Basswood & Suntex Shades
- Carport Storage Units
- Chairlifts
- Exterior Lighting
- Fire Rated Deck Walls (between Manors)
- Fire Rated Deck Ceilings/Floors
- Front Doors
- Handrails
- HVAC (A/C units; heat pumps)
- Insulation
- Screen Doors
- Skylights-Solar Tubes
- Washer/Dryer Installation
- Windows
- Wrought Iron Fences and Gates
- Water Heaters

**The foregoing Standard Alterations can be approved by Mutual Operations Division (under authority granted by the Mutual Board) without DRC review or Board approval.

NON-STANDARD ALTERATIONS**

- Atrium Covers/Enclosures
- Balcony Covers
- Balcony Enclosures
- Concrete Slabs-Patio
- Electrical:
 - Electric Vehicle Charging Stations
 - Installation or upgrade of electric outlet or circuit in carport
 - Upgrades and additions to electrical system
- Hard Surface Flooring
- Interior alterations that affect the structural integrity or safety of the building
- Structural Changes to the Interior and/or Common Area components
- All other Alterations not identified above under “STANDARD ALTERATIONS.”

**ALL NON-STANDARD ALTERATIONS MUST BE SUBMITTED TO THE DRC FOR REVIEW AND APPROVED BY THE BOARD.

- D. Alterations may also require a Building Permit from the City of Walnut Creek (“Building Permit”).

2. **Procedure for Applying for an Alteration Permit.**

- A. Only Owners may submit Alteration Applications and apply for an Alteration Permit. The Owner is responsible for assuring that all the proper procedures are followed and all required approvals and permits obtained. The steps that must be taken by each Owner who applies for an Alteration Permit (“Applicant”) and the procedures for obtaining an Alteration Permit are outlined below.
- B. The Applicant should contact one or more contractors selected from MOD’s

list of authorized contractors for a written bid. Owners may choose another contractor who qualifies by meeting MOD's requirements.

- C. The bid should be a detailed contract proposal outlining the total scope of the project. The contractor must submit to MOD the required number of complete sets of plans/drawings for review and action.
- D. In addition to obtaining an Alteration Permit, Applicants are responsible for complying with all governmental requirements and procuring such Building Permits as may be required by law.
- E. Applicant shall submit the completed Alteration Application, required fee payable to MOD, and required number of complete sets of plans/drawings to MOD at 800 Rockview Drive, Walnut Creek, CA 94595. MOD will furnish a fee schedule for Alteration Permits and inspections.
- F. If the Alteration Application is approved by MOD or the Board, as applicable, the Alteration Application and submittals by the Applicant and/or contractor (collectively, "Alteration Package") will be returned to MOD. The Applicant and/or contractor will then be notified by MOD to pick up the permit card, sign the Alteration Agreement and pay the necessary fees to MOD.
- G. The Applicant will be notified in writing whether the Alteration Application has been approved (with or without additional conditions) or denied. If denied, the Applicant will be given a written explanation of why the request was denied.
- H. If a Building Permit is required, the Applicant is responsible for submitting such documents and paying such fees to the Walnut Creek Building Department as are necessary to obtain the required Building Permit(s).
- I. The Alteration project must be inspected by MOD and if applicable, the City

Building Department, after the framing, plumbing, electrical, insulation, etc. have been completed, but before covering by siding, sheetrock, paneling, etc. The MOD inspection is accomplished by calling MOD at 988-7660 and requesting a framing inspection by an MOD Alteration Inspector. Where required, the City of Walnut Creek Building Inspector must inspect the completed project for compliance with all applicable State and City building codes and the Applicant is responsible for arranging any required City inspection. The MOD Alteration Inspector will inspect for design and finish compatibility with existing structures and compliance with the Mutual's requirements. Corrections that are required by the City of Walnut Creek Building Inspector and/or MOD Alteration Inspector will be indicated by the inspector(s) on the City Permit Card and/or Alteration Permit as applicable. The Applicant is responsible for calling the contractor to make corrections.

- J. The Applicant or contractor must call MOD at 988-7660 to arrange for a final inspection and sign off by MOD after full completion of the project. The Applicant must also contact the City Building Department to arrange and final sign off by MOD. This is after clean-up and adjustment of problems, and before final payment. Only after completion of all corrections, final inspection and issuance of all permits (i.e., the Alteration Permit and if required, the City Building Permit) should the Applicant makes the final payment to the contractor.

3. Interior Decorations.

- A. All window coverings visible from the outside of your Manor must be of a neutral shade.
- B. As presented in the CC&Rs, there are different requirements for floor coverings depending on whether you live in an upper or lower level Manor. See CC&Rs sections 4.25 and 8.5 for those requirements.

4. Responsibility for Alterations.

- A. All costs for Owner Alterations are the Owner's responsibility, including any maintenance, repair or reconstruction costs to the Unit, Common Area or Exclusive Use Common Area that arise because of the Alteration.
- B. Owners are also responsible for the differential maintenance costs to the Mutual resulting from the Alteration and for the repair and replacement costs of the Alteration itself. If the Alteration interferes with the Mutual's ability to maintain, repair or replace components that are the Mutual's responsibility, the Owner may be held responsible for all maintenance, repair and replacement (of such components), without any offset for the "standard" maintenance that will no longer be performed by the Mutual.

5. Unauthorized Alterations.

- A. At any time that the Board becomes aware of Alterations that have been undertaken without an approved Alteration Permit, the Board may levy a fine against the responsible Owner in an amount up to, but not to exceed, \$100 as set forth in the Mutual's Violation and Fining Policy/Schedule of Fines ("Fine Policy"). Additionally, the Board may require the responsible Owner to restore the property to its original condition, incorporating any upgrades necessary to meet requirements of the City of Walnut Creek building code.
- B. The Board will establish a reasonable time limit for the Owner to complete this effort. If the Owner does not comply, the Board will hold a hearing and may, at its discretion, employ a contractor to complete one or the other of the foregoing options at the Owner's expense.

WORK SITE RULES

OWNERS AND RESIDENTS MUST MAKE CONTRACTORS AWARE OF THE FOLLOWING RULES BEFORE THEY SUBMIT AN ESTIMATE FOR A JOB.

Any exception to these rules requires the authorization of a Mutual director.

- Normal work hours are 8:00 a.m. to 5:00 p.m.; operating noisy equipment or doing other work that disturbs residents outside these hours is not permitted.
- Building utilities may not be interrupted without permission from a Mutual director and advance notice to the affected residents.
- Walkway, doorways and stairways must be kept clear.
- All job debris must be removed from the Mutual premises daily and the Common Area swept clean. **CONTRACTORS MUST NOT DISCARD ANY WASTE IN THE MUTUAL'S TRASH CONTAINERS.**
- Park vehicles in marked parking areas.
- Do not put or store materials in Common Area or parking spaces.
- Protect landscaping and paint finishes from all work activities.
- Report any damage to the Common Area to a Mutual director.
- While working inside a Unit, do not operate radios, music players, or other electronic equipment so they can be heard outside the work area.

ANIMAL CONTROL

1. **Bird Seed Feeders and Feeding Wildlife.** Birdseed feeders, scattering birdseed, or feeding ANY wild, feral or domesticated animals outdoors are not permitted because they attract rodents. Hummingbird feeders are exempted from this rule.

2. **Number of Pets Allowed in Individual Units; Other Restrictions on Pets and Animals.**
 - A. Restrictions on animals, including pets, are also set forth in CC&Rs section 4.14.

 - B. No animals shall be kept, bred, or raised within the Mutual for any commercial purposes (see CC&Rs section 4.14.1).

 - C. Except for domestic dogs, cats, birds, fish and common domestic caged pets in numbers not to exceed those permitted by local ordinance, no animals shall be kept in any unit or elsewhere in the Mutual.

 - D. The owner of each pet shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Mutual by such pet (see CC&Rs section 4.14.2).

 - E. Owners, Residents, and any person bringing or keeping an animal within the Mutual shall be absolutely liable to the Mutual and all other persons for any injury or damage to persons or property caused by the animal brought upon or kept upon the Mutual by such person or by members of his/her family, tenants, guests, or invitees. The Owner shall indemnify the Mutual and its officers, directors, and agents against any and all claims, damages, losses, demands, liabilities, and expenses, including but not limited to attorney's fees, arising out of or resulting from the presence or conduct of any animal brought upon or kept within the Mutual by the Owners, members of his/her

family, guests, tenants, or invitees (see CC&Rs section 4.14.2).

- F. Owners may be fined per the Mutual's Violation and Fining Policy/Schedule of Fines ("Fine Policy") contained in this Policy Manual for non-compliance.
- G. The Mutual shall have the right to prohibit the keeping of any animal that constitutes, in the sole and exclusive opinion of the Board, a nuisance or danger to any other person (See CC&Rs section 4.14.3).
- H. No pets may be kept in the Mutual that become a nuisance. Pets that are determined by the Board to be *noisy* or *obnoxious* or *dangerous* are subject to removal from the Mutual.
- I. When any pet is outside the Manor, it must be on a leash at all times.

SATELLITE DISH AND ANTENNA INSTALLATION AND MAINTENANCE POLICY

1. Definitions.

For purposes of this Satellite Dish and Antenna Installation and Maintenance Policy (“Policy”), the term “antenna” includes any direct broadcast system (DBS) satellite dish, wireless cable antenna system (MDS or MMDS) or television broadcast antenna system (TVBS) and any component of or addition to such antenna, including, without limitation, poles, masts, brackets, cables or wiring.

This Policy applies to DBS, MDS and MMDS antennas that are one (1) meter or less in diameter or diagonal measurement and to TVBS antennas sufficient in dimension to receive an acceptable quality signal in the viewing area. Larger antennas or antennas used for purposes other than video reception are not permitted unless expressly authorized in the Mutual’s Governing Documents; *provided, however*, that video transmission antennas within the size parameters allowed under this Policy are permitted if they are necessary to select video programming.

2. Notification.

Before installing a satellite dish or wireless cable antenna system (collectively referred to as “Antenna”), Owners are encouraged to notify the Mutual in writing of their intent. Owners are further encouraged to work with the Mutual to determine the least obtrusive possible location without unreasonably delaying the Antenna’s installation, unreasonably increasing the cost of its installation, maintenance or use or preventing the Owner from obtaining an acceptable quality signal.

3. Authorized Antenna Locations.

Under no circumstances may an Antenna be installed on Common Area, including but not limited to the roofs and exterior surfaces of buildings.

Antennas should be installed inside the Owner's Unit if an acceptable quality signal can be received without unreasonable delay or an unreasonable increase in cost to the Owner. Alternatively, an Antenna may be installed on the Owner's Exclusive Use Common Area patio, balcony or deck. If installed outdoors, to the maximum extent possible, Antennas should be installed where they are shielded from view from other residences or the Common Area. If cables, or similar wiring, are necessary to bring the signal into the Unit, the cables or wiring must enter the Unit via a waterproof installation no larger in diameter than necessary to pass the cable through the interior/exterior wall.

In any instance in which an Antenna is installed in an Owner's Exclusive Use Common Area patio, balcony or deck, the Owner shall be obligated (a) to indemnify and hold the Mutual harmless from any and all claims or damages as a result of the Antenna installation; (b) to be responsible for any increased maintenance costs to the Mutual as a result of the installation; and (c) to remove the installation at Owner's expense should it be necessary for the Mutual to perform normal maintenance and/or replacement to the Exclusive Use Common Area component upon which the Antenna is installed

4. **Installation Requirements.**

- A. **Compliance with Codes.** Antennas must be installed in accordance with all applicable building, fire, electrical and related codes.
- B. **Outdoor Installation.** If installed outdoors, installation shall be by a licensed and insured installer knowledgeable about the proper installation of Antennas.
- C. **Specifications.** All **installations** shall be in accordance with the manufacturer's installation specifications and/or instructions.
- D. **Aesthetics.** To the maximum extent possible, wiring or cabling should be installed so as to be minimally visible and should blend into the material to

which it is mounted or placed. Where not unreasonable to do so, the Antenna should be painted to blend into the background to which it is mounted or placed, and masts should be painted to match the Antenna mounted on it. The Board may require the Owner to install screens or landscaping, at the Owner's expense, which do not unreasonably delay the Antenna's installation, unreasonably increase the Owner's cost to install, maintain or use the Antenna, or interfere with the Owner's receipt of an acceptable quality signal.

- E. **Mutual Inspection.** Subsequent to installation, the Mutual's managing agent or other authorized representative may inspect the installation to ensure that no Common Area or Exclusive Use Common Area property has been or appears likely to be damaged.

5. **Maintenance and Removal of Antenna.**

- A. The Owner shall be responsible, at the Owner's sole expense, for maintaining the Antenna in good condition and repair. In the event the Owner removes (and does not reinstall) the Antenna, the Owner shall, at his (or her) sole expense, promptly restore the surrounding area to its original condition.
- B. It shall be the Owner's responsibility to remove the Antenna if, in the sole discretion of the Board, the Mutual must maintain, repair, or replace the area where the Antenna is installed. Except in emergency situations, the Mutual shall notify the Owner at least five (5) working days in advance of the need to remove the Antenna. The cost of removing and replacing the Antenna shall be the responsibility of the Owner.
- C. Should an Owner fail to remove the Antenna upon the Mutual's request, the Mutual may enter the Owner's Unit or Exclusive Use Common Area, if necessary, at reasonable hours to remove the Antenna. Unless there is an

emergency, the Mutual shall provide the Owner with at least five (5) days advance notice. The Mutual shall not be responsible for any damage to the Antenna or loss of the Owner's video signal incurred in removing the Antenna. If the Mutual must remove the Antenna, the Mutual may levy a Reimbursement Assessment as provided in the CC&Rs to reimburse the Mutual for costs incurred in removing the Antenna, after giving the Owner notice and an opportunity for a hearing in accordance with the Mutual's Governing Documents. If the Mutual must remove the Antenna, the Mutual shall not be responsible for replacing it.

6. **Liability of Owners for Damage.** Nothing in this Policy shall change the maintenance responsibilities of the Mutual as set forth in the Governing Documents. As set forth in the CC&Rs, the responsibility of the Mutual for maintenance, repair or replacement of components shall not extend to damage caused by the willful or negligent act of an Owner or any Resident or other occupant of his (or her) Unit, or his (or her) guests, tenants or invitees, including the improper installation of an Antenna. Instead, the Owner shall bear that responsibility and the Mutual may levy a Reimbursement Assessment against the Owner to reimburse the Mutual 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 Bylaws.

7. **Liability/Reimbursement.** The Owner shall be liable for any injury to persons or property arising from the installation, maintenance, use or removal of the Antenna. The Mutual may recover from the Owner any expenses it incurs in connection with the Antenna, in any manner provided by law or by the Governing Documents.

BALCONIES, PORCHES, PATIOS AND DECKS

1. **In General.** Balconies, porches, patios and decks are considered Exclusive Use Common Area. Any Alterations to the foregoing shall require approval by MOD or the Board, as applicable, and an Alteration Permit. See Policy entitled “Alterations” for further details.
2. **Plant Containers and Catch Basins.** Many Manors have potted plants and plant containers on their balconies, porches, patios and decks. Runoff from watering and fertilizing of the plants, salts, and other substances can etch and stain the underlying surface (such as concrete, tile, brick, and wood). Potted plants and plant containers must have water-tight catch basins of sufficient size under the containers to prevent water overflow and leakage that may cause stains, mildew, or dry rot to the underlying surface. Stains resulting from leakage of containers on the underlying material may result in the Owner being held financially responsible for the cleaning, repairing, or replacing of the damaged surfaces.
3. **Laundry.** Clotheslines and drying racks as defined in *Civil Code* section 4750.10 are permitted as long as they comply with that section and are installed on the Owner’s Exclusive Use Common Area balcony, patio or deck. No other outside clothes washing, drying, or airing facilities that are visible at any time from other Manors or the Common Area shall be maintained in the Project. Owners are expressly prohibited from installing any outside drying and laundering systems upon any portion of the Common Area.
4. **Storage.** Balconies, porches, patios and decks must be maintained in a manner that does not detract from the appearance of the building. Storage of items such as appliances, unused furniture, cans, cleaning materials and building supplies must be in storage cabinets or placed out of sight from the outside of the building.

BUILDING AND LANDSCAPE MAINTENANCE

1. In General.

- A. Certain repair and maintenance activities are the responsibility of the Mutual, while others are the responsibility of the Owner. A portion of the Annual (monthly) Assessment (or “coupon”) pays for the maintenance of the Common Area landscaping and the upkeep of building exteriors.
- B. The maintenance of the Unit and the Exclusive Use Common Area associated with it are the responsibility of the Unit Owner. However, the Mutual shall be responsible for structural maintenance, repair and replacement of Exclusive Use Common Area.
- C. To clarify whether the Unit Owner or the Mutual is responsible for the maintenance, repair or replacement of an item, Appendix A (attached) lists some different types of maintenance repair items that frequently occur, and indicates whether the Mutual or the Unit Owner is responsible.
- D. Before Mutual-billable maintenance items can be referred to MOD, they first must be approved by a Mutual committee chairperson or, if unavailable, a Mutual director. Owners should not contact MOD directly about maintenance items for which the Mutual is responsible, since MOD has been instructed not to respond without the Mutual’s prior authorization. The only exceptions to this rule are pest control or a water leak.

2. **General Questions.** If you are not sure who is responsible for the problem you are having, please call the Mutual’s Building Maintenance Coordinator. All questions regarding landscaping and building maintenance should be referred to the appropriate Mutual Coordinator. Please consult your Mutual phone directory for the names and phone numbers of the current Building Maintenance Coordinator and the Landscape Coordinator.

3. **Landscaping.**

A. All landscaping and walkways outside of the buildings are held in common and ONLY the Mutual's landscape contractor, working under the supervision of the Landscape Coordinator, can provide scheduled maintenance to remove, plant, prune or water the trees, turf, or plants. Questions or comments should be directed to the Mutual's Landscape Coordinator.

B. Private gardens are not allowed.

C. Any unauthorized planting on Common Area will be removed at the Owner's expense.

4. **Walkways.** Any Owner who wants to put a walkway, including stepping stones, in the Common Area must submit an Alteration Application and obtain an Alteration Permit (see Alterations Policy above). Board approval of the Alteration Application shall be required. Per Civil Code section 4600(a), approval of sixty-seven percent (67%) of the Mutual membership is also required before the Board may grant the Owner exclusive use of the Common Area for installation of the walkway.

CARPORT USAGE AND PARKING REGULATIONS

1. **Carport Usage.**

- A. As provided in CC&Rs section 4.21, each Owner and/or Resident shall keep his/her assigned carport space and enclosed (assigned) storage space located in such carport in an orderly, sanitary and safe condition.
- B. Open carports may not be used as storage areas or workshops. No boxes, trunks, appliances, or anything else may be permanently stored in open carport areas.
- C. As provided in CC&Rs section 4.21, doors to storage spaces shall remain closed when not in use.

2. **Carport Electrical Facilities; Electric Vehicles.**

- A. Only underwriter (UL) approved extension cords may be used in the carport area and they must meet the specifications of the manufacturer of the equipment for which they are being used.
- B. The original electric outlets and electrical circuits installed in Mutual carports were designed to provide power for intermittent use by small appliances. Major appliances and electric vehicles shall not be plugged into such electrical outlets. Installation of electric outlets and/or additions or upgrades to the Common Area electric system to accommodate electric vehicles shall be done at the Owner's sole expense and require an Alteration Permit. The Owner shall follow the procedures set forth in the Mutual's Alteration Policy (contained in this Policy Manual) for physical modifications to the property. Such Owners shall be charged a fee for their use of electricity at the rate established by the Board from time to time.

- C. Installation of an Electric Vehicle Charging Station (“EVCS”), as defined in the Mutual’s Electric Vehicle Charging System Policy, requires an Alteration Permit. Any Owner who proposes to install an EVCS shall follow the procedures set forth in the Alteration Policy for physical modifications to the property. Such Owner shall also comply with the requirements imposed by the Electric Vehicle Charging System Policy.
3. **Golf Cart Parking.** Carport spaces are intended for passenger cars OR golf carts. No more than one vehicle (car or golf cart) can be parked in an assigned carport space. If a battery charger is used to recharge a golf cart, it must be equipped with an overload fuse circuit breaker and be placed on a secure, non-flammable surface at least one foot from other facilities. Chargers must be disconnected from the power source when not in use. All golf carts must be registered with Public Safety before they can be parked within the Mutual.
4. **Closed Carport Storage.** No flammable material of any kind may be stored in the enclosed storage area of the carports or elsewhere in the carport.
5. **Common Area Parking Regulations.** Except as approved by the Board on a case-by-case basis, trailers, campers, boats, RVs and trucks used for commercial or non-commercial purposes may not be parked on the streets or in Mutual driveways except for a 24-hour loading or unloading period.
6. **Head-in Parking Only. NO BACK-IN PARKING IS ALLOWED.** If an Owner or someone for whom the Owner is responsible causes any damage to Mutual Common Area or structures due to back-in parking, he/she will be required to compensate the Mutual for the expenses expended to repair the damage he/she caused.
7. **Open Parking Spaces; Visitor Parking; Vehicle Repair**
- A. Other than assigned carports, guest and Resident parking is allowed only in

open designated parking spaces on a “first come – first served” basis.

- B. No parking is allowed along the roadway bordering lawns. Tires will damage grass, shrubbery, and sprinklers.
- C. No motor vehicle shall be serviced, repaired, or rebuilt within the Mutual.

COMMERCIAL ACTIVITIES

1. No commercial activities may be conducted in the Common Area.
2. If commercial activities are conducted in a Unit, there must be no external evidence of any business activity, including signage or traffic, e.g., receiving clients in the home.
3. It is the Owner's responsibility to ensure that any commercial activities conducted in a Unit comply with applicable zoning laws or governmental regulations and, if required, those proper permits, licenses or other governmental authorization is obtained.
4. Owners shall also comply with the "Restrictions on Businesses" contained in Section 4.5 of the CC&Rs.

SIGNS

1. **CC&Rs.** As set forth in CC&Rs section 4.18, no sign of any kind shall be displayed to the public view from any portion of the Mutual except that this limitation shall not apply to:
 - A. Signs required by legal proceedings;
 - B. Signs which by law cannot be prohibited;
 - C. A single sign of customary and reasonable dimension and design, complying with the provision of an applicable ordinance and Architectural Rules and reasonably located on a Unit advertising the Unit for sale or rent;
 - D. A single identification sign which has been approved by the Board located on a Unit identifying the number or address of the Unit and/or the names of the occupants;
 - E. Signs approved by the Board located at or near any entrance to the Mutual identifying the Mutual;
 - F. Signs required for traffic control and regulation of streets or open areas within the Mutual; and
 - G. Signs on the Common Area as approved by the Board for a purpose reasonably related to the affairs of the Mutual.

2. **Political Signage.**
 - A. A political sign, poster or banner of reasonable and usual dimensions and made of the type of materials typically posted at private residences during election periods endorsing a candidate running for public office or a measure

to be decided by the vote of the general public at an election may be posted in or on a Resident's Exclusive Use Common Area. Such signs may be posted up to 21 days before the date of the election and must be removed within 5 days following the election.

- B. Residents who post political signs shall be responsible for maintaining such signs in a neat and clean condition and shall promptly replace, restore, or remove any sign that is torn, damaged, or fallen.
- C. Residents may not post political signs in or on Mutual Common Area.
- D. The Mutual may remove any political sign that, in the sole discretion of the Board of Directors, (1) is not of reasonable and usual dimensions, (2) is posted in an unsafe manner, or (3) poses an unreasonable risk of harm to any person or property. Unless the political sign poses an imminent threat as determined by the Board, the Unit Owner shall be given notice and an opportunity for a hearing before the Mutual removes the sign.

3. Violations.

Any expense incurred by the Mutual to remove signs that are prohibited by this Policy may be recovered from the Owner responsible for their placement.

ASSESSMENT COLLECTION POLICY

1. **Assessments in General.** The Mutual has a duty to levy Annual Assessments and Special Assessments sufficient to perform its obligations under the Governing Documents and California law. Annual Assessments are determined at least once annually and are payable during the year in monthly installments.
2. **Obligation to Pay Assessments.** Each Assessment, plus any costs of collection, late charges and interest owed, is an obligation of the Unit Owner at the time it is levied. Each Assessment, plus any costs of collection, late charges and interest owed, is also a lien on the Owner's Unit from and after the time the Mutual causes a Notice of Delinquent Assessment (lien) to be recorded with the Contra Costa County Recorder's Office; provided, however, that unless permitted by law, the Mutual may not enforce collection of liens recorded to secure Enforcement Assessments by non-judicial foreclosure proceedings.
3. **Notice of Assessments.** The Mutual shall give notice to the Owners, in the manner prescribed by law, not less than 30 days nor more than 60 days before any increase in the Annual Assessment or any Special Assessment becomes due. Thereafter, the Board of Directors may elect to provide additional periodic statements of Annual and/or Special Assessments and charges, but lack of such statements does not relieve the Owners of the obligation to pay Assessments.
4. **Designation of Agent.** The Board of Directors may designate an agent or agents to collect Assessment payments and administer this Assessment Collection Policy. Such designated agent may be an officer of the Mutual, manager, banking institution, law firm or other appropriate agent.
5. **Due Date/Delinquency Date of Assessments.** Unless otherwise specified in writing by the Board, the Annual Assessment is due and payable in equal monthly installments on the first day of each month during the year. Special Assessments shall be due and payable on the due date specified by the Board. As provided in

the Declaration, Reimbursement Assessments and Enforcement Assessments shall be due and payable to the Mutual when levied. Any Assessment is delinquent if not received as directed by the Board or its designated agent on or before 15 days after it becomes due; *provided, however*, that if the 15th day falls on a Saturday, Sunday, or holiday, the Assessment will not be delinquent until the next working day.

6. **Late Charges/Interest.** An Assessment or any portion thereof that is delinquent shall incur a late charge of ten percent (10%) of the delinquent Assessment. Beginning 30 days after the Assessment becomes due, the entire unpaid balance of an Assessment account shall bear interest at the rate of twelve percent (12%) per annum.
7. **Collection Expenses.** Any costs and fees incurred in processing and collecting delinquent amounts, including, without limitation: late and interest charges; charges for preparation of delinquency notices or referral for collection; postage and copies; filing and recording costs; delivery charges; costs for searches regarding ownership and assets; and attorney's fees and costs shall become an additional charge against the Owner and the Owner's Unit and shall be subject to collection action pursuant to this Assessment Collection Policy.
8. **Application of Payments.** Payments shall be applied first to Assessments owed. Only after the Assessments owed are paid in full shall payments be applied to collection expenses as identified in this Assessment Collection Policy.
9. **Notice of Intent to Lien.** If an Assessment account remains unpaid 30 days after it is due, the Mutual or its designated agent shall notify the Owner by certified mail that a lien will be recorded unless the entire balance of the account is paid off within 30 days ("Notice of Intent to Lien"). The Notice of Intent to Lien shall include a general statement of the collection, fee, penalty and lien enforcement procedures of the Mutual, an itemized statement of the charges owed as of the date of the Notice of Intent to Lien, including the costs of preparing the Notice of Intent to Lien, and other disclosures required by law (*Civil Code* section 5660). Payment may be

required in certified funds. Notwithstanding the 30-day delinquency period specified in this paragraph 9, a Notice of Intent to Lien may be sent to a delinquent Owner at any time during an open escrow involving the Owner's Unit.

10. **Recordation of Lien.** Upon the decision of the Board at an open Board meeting and as reflected in the minutes of that meeting, a lien shall be recorded against the Owner's Unit, without further notice to the Unit Owner, if the Owner fails to pay the entire balance of the account within the time period specified in the Notice of Intent to Lien.
11. **Acceleration of Assessments Due.** Upon the recording of a lien, the Mutual may, at its option, declare due and payable the entire balance of all sums then due or to become due from the Unit Owner, including the balance of any Special Assessment. This total sum may be included in any foreclosure proceeding or collection action.
12. **Foreclosure of Lien.** After the lien is recorded and at least 30 days have elapsed, foreclosure proceedings may commence when Assessment principal either exceeds the amount, or remains unpaid for the time period, specified in state law. The Board's decision to initiate foreclosure will be made in executive session and reflected in the minutes of the Board's next open meeting.
13. **IMPORTANT NOTICE:** IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.
14. **Limitation on Foreclosure of Enforcement Assessments (Including Fines).** While monetary fines or penalties imposed by the Board in accordance with the CC&Rs and the Mutual's Violation and Fining Policy/Schedule of Fines ("Fine Policy") are Enforcement Assessments and constitute Assessments, they may not be enforced by non-judicial foreclosure proceedings unless permitted by law.

15. **Payment Agreement.** Neither the Mutual nor its agent is obligated to accept partial payments on an Assessment account. The Board, in its sole discretion, may enter into a written payment agreement with the Owner for periodic partial payments on the balance of the Assessment account, in amounts and on a payment schedule agreed to by the Board, in accordance with the standards for payment plans, if any exist. The agreement shall include payment of accruing Assessments, however late charges shall not accrue so long as the Unit Owner is complying with the terms of the agreement. The Mutual has no obligation to enter into such an agreement, and any agreement entered into with the Unit Owner shall be reasonable, as determined by the Board in its sole discretion, and for the sole purpose of assuring that the best interests of the Mutual are served. The payment agreement shall be in writing and a provision shall be included that failure to meet any term of the agreement shall give the Board the right to immediately continue the collection process without further notice to the Owner. The Mutual may record a lien to secure payment of delinquent Assessments even if a payment agreement is in place. The Board shall meet with the Owner in executive session within 45 days of the postmark of a written request for a payment agreement, if the request is mailed within 15 days of the date of the postmark of the Notice of Intent to Lien unless there is not regularly scheduled Board meeting within that period, in which case the Board may designate a committee of one or more members to meet with the Owner.

16. **Release of Lien.** A Release of Lien will not be recorded until the entire balance of the Unit Owner's assessment account is paid. All charges incurred in recording the Release, including reasonable attorney's fees, will be charged to the Owner's account. Upon satisfaction in full of the entire balance owed, the Mutual shall within 21 days record or cause to be recorded a Release of Lien.

17. **Dispute of Charges.** A Unit Owner may dispute the amount demanded by the Mutual by submitting to the Board a written explanation of the reasons for disputing the amount. A telephone call will not reserve any rights. State law also permits Unit Owners with assessment disputes to request participation in the Mutual's "meet

and confer” program (also known as “internal dispute resolution”) or ADR. The Unit Owner should provide the following information regarding an Assessment dispute:

- A. The Unit Owner’s name, mailing address, and account number.
 - B. The exact dollar amount claimed to be in dispute or in error.
 - C. For each charge or payment in dispute, an explanation of the reasons the Owner believes there is an error, with sufficient detail such as dates, names and check numbers, so that the dispute may be investigated efficiently and effectively. If the Unit Owner does not know how the error was made, such statement may be made.
 - D. Copies of checks, letters or other documents referred to or claimed should accompany the written explanation.
18. **Payment Under Protest.** If an Owner disputes any charge or sum levied by the Mutual, including, but not limited to an Assessment, Fine, penalty, late fee, or collection cost, and the amount in dispute does not exceed the jurisdictional limits of Small Claims Court, the Owner may, in addition to pursuing internal dispute resolution (also known as “meet and confer”), pay under protest the disputed amount and all other amounts levied, including any fees and reasonable costs of collection, reasonable attorney’s fees, late charges, and interest, if any, and commence an action in Small Claims court against the Mutual. However, nothing in this paragraph 18 shall impede the Mutual’s ability to collect Assessments as provided under applicable law.
19. **Other Remedies.** The Mutual reserves the right to avail itself of any other remedy permitted by law and the Mutual's Governing Documents to collect Assessments and related costs and charges, including but not limited to bringing an action in Small Claims or Superior Court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not

prevent the Mutual from electing at a later date to pursue another remedy.

20. **Secondary Addresses**. Owners may submit a secondary address to the Mutual for purposes of collection notices. Such information must be submitted in writing, signed by the Owner, and mailed to the Mutual in a manner that confirms receipt by the Mutual. After an Owner identifies a secondary address, the Mutual will send, in the manner prescribed by law, copies of any collection notices to the secondary address provided, in addition to the Unit Owner's primary address shown in the Mutual's records. An Owner may identify or change a secondary address at any time. If a secondary address is identified or changed during any collection process, the Mutual will only be required to send notices to the designated secondary address from the point that the Mutual receives the request.

21. **Address of the Mutual and the Board of Directors for Correspondence and Payments**. Owners should correspond in writing or make payments to the address directed by the Mutual or its designated agent. If no address is given, correspondence should be provided to the Mutual at the address set forth in the Mutual's annual policy statement and payments shall be sent to

Mutual Operations Division
Golden Rain Foundation
Attn: Accounting
800 Rockview Drive
Walnut Creek, CA 94595

Payments may also be made by putting them in the drop box at the Administration Office in the Gateway Complex or by submitting an authorization agreement for preauthorized payment to the MOD accounting department. The Mutual only mails statements to accounts that are delinquent; statements are not mailed to accounts that are current or have a credit balance. It is the Owner's responsibility to allow sufficient time to drop off or mail Assessment payments so they are received by the Mutual within 15 days of their due date.

22. **Dishonored Checks.** At any time that the Mutual or its agent receives a check dishonored by the bank for any reason, a charge of twenty five dollars (\$25) shall be imposed. The Mutual may also seek damages in accordance with *Civil Code* section 1719.

23. **Void Provisions.** If any provision of this Assessment Collection Policy is determined to be null and void, all other provisions of the Policy shall remain in full force and effect.

DISPUTE RESOLUTION

1. **General.** Condominium communal living in multi-unit buildings is very different from a single family home. The Board strongly urges each resident to make every effort to be a good and understanding neighbor.

2. **Alternative Dispute Resolution (ADR).** See CC&Rs section 10.8 and Civil Code sections 5925 to 5965, inclusive.

3. **Internal Dispute Resolution.** Also known as “IDR” or “meet and confer.” See Civil Code sections 5900 through 5920, inclusive.

4. **IDR Policy.** The Mutual has adopted the following IDR Policy in compliance with Civil Code 5905(a):
 - A. **Commencement of the IDR Process.** Either the Owner or the Mutual can start the IDR process by requesting in writing to the other party (or parties) to the dispute for all parties to meet and confer to try to resolve the dispute. The request shall describe the dispute. Verbal requests for IDR cannot be honored.

 - B. **Participation.** An Owner may refuse the Mutual’s request to participate in IDR. If asked by an Owner, the Mutual must participate in IDR.

 - C. **Cost.** The Owner will not be charged any fee to participate in the IDR process with the Mutual.

 - D. **Deadlines, Timeframes.**
 - i. Within fifteen (15) days from receipt, the Mutual will respond in writing to any Owner’s written request for IDR.

- ii. The Mutual's Board of Directors will appoint a director from the Board as the Mutual's representative for the meet and confer.
- iii. In the Mutual's response, the representative director shall provide the member with at least two (2) dates within the next thirty (30) days when the representative director is available for the meet and confer.
- iv. The meet and confer shall occur within sixty (60) days from the date the Mutual receives the Owner's written request, unless the parties agree to a longer period of time.
- v. If an Owner, after receiving a written request to meet and confer from the Mutual does not respond to the Mutual in writing within fifteen (15) days, the Mutual will consider the request rejected by the Owner and may proceed with other options available for resolving the dispute.

E. Meet and Confer; Settlement of Resolution of the Dispute.

- i. The parties to the dispute will meet at a mutually convenient time and place.
- ii. The parties may be assisted by an attorney or another person at their own cost when conferring.
- iii. Each Owner is requested to give the Mutual at least five days' notice if he or she will be bringing an attorney to the meet and confer. If an Owner fails to provide such notice, the Mutual has the right to postpone the meeting until it can schedule its own legal counsel to attend the meet and confer.
- iv. At the meet and confer, the parties will discuss their respective positions with each other, confer in good faith and try to resolve the

dispute.

- v. If the representative director has written settlement authority from the Board pertaining to the dispute, a resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the representative director on behalf of the Mutual.
- vi. If the representative director does not have written settlement authority from the Board pertaining to the dispute:
 - any solution acceptable to the representative director must be presented to the Board and ratified in writing by the Board in order to be binding on the Mutual, and
 - the Board will review any proposed solution at the next Board meeting and shall provide the other party (or parties) to the dispute with the Board's decision to: (1) ratify; (2) reject the proposed solution; or (3) offer an alternative solution within fifteen (15) days after the Board meeting.
- vii. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Mutual.

F. **Enforceability.** An agreement reached under the above IDR Policy binds the parties and is judicially enforceable if both of the following conditions are satisfied: (i) the agreement is not in conflict with law or the Mutual's governing documents; and (ii) the agreement is either consistent with the authority granted by the Board to its representative director or the agreement is ratified by the Board.

G. **Mediation Services.** If appropriate and available, the parties to the internal

dispute resolution process can use local dispute resolution programs, including low-cost mediation programs, involving a neutral third party to assist in the process.

HARASSMENT

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

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

EMERGENCIES

HEALTH

If a medical emergency occurs, call 9-1-1 for a prompt response from the police or fire department. The responding emergency medical team will call for an ambulance and bring paramedics when needed. In addition, Securitas (Rossmoor's security service provider) monitors radio broadcasts on 911 calls and may also respond.

PROPERTY

If a fire breaks out, call 9-1-1.

For power failures, call PG&E at 1-800-743-5000.

EMPLOYMENT OF GRF EMPLOYEES

GRF prohibits their employees from residing in Rossmoor. Mutual Owners and Residents are prohibited from employing individuals working for GRF, unless they are hired through GRF, e.g., calling MOD for a plumber and paying GRF directly for his/her services.

VIOLATION AND FINING POLICY/SCHEDULE OF FINES
(“FINE POLICY”)

1. **In General.** This Violation and Fining Policy/Schedule of Fines (“Fine Policy”) sets forth the Mutual’s Policy for imposing sanctions and/or fines and the Mutual’s schedule of fines for violations of the Mutual’s Governing Documents (i.e., CC&Rs, Bylaws and Policies).

2. **Definitions.**
 - A. All capitalized terms used herein that are not otherwise defined in this Fine Policy shall have the definitions ascribed to them in the CC&Rs.

 - B. The terms “Fines,” “Monetary Penalties,” and “Enforcement Assessments” are interchangeable.

 - C. The terms “Owner” and “Member” are interchangeable.

3. **Owner’s Responsibility.**
 - A. Under the Declaration, each Owner is a Member of the Mutual, and is responsible for complying with the Governing Documents.

 - B. As provided in CC&Rs section 10.3, each Owner shall be fully responsible for informing his or her Residents, members of Owner’s household, lessees, tenants, servants, guests and invitees of the provisions of the Governing Documents and shall be fully responsible for any violation of the provisions of the Governing Documents by any of the foregoing persons.

 - C. As explained in detail in CC&Rs section 4.14.2, each Owner shall further be fully responsible for the conduct and activities of Owner’s pets and the pets

of his or her Residents, members of Owner's or Resident's household, tenants, guests, and invitees.

- D. In the case of violations by persons for whom the Owner is responsible, the Mutual will notify the Owner of the violation.
 - E. Any Fines levied by the Board will be imposed against the Owner.
 - F. Any Reimbursement Assessments levied by the Board will be imposed against the Owner and the Owner's Unit.
4. **Notice and Hearing**. As prescribed in CC&Rs Section 8.1.4, the Board shall, in the manner prescribed by law, provide the Owner at least ten (10) days written notice and an opportunity to be heard at a hearing before the Board prior to imposing a Fine or imposing another sanction, such as suspending any rights or privileges of membership, including, suspending a Member's status as a "Member in Good Standing" and/or ability to serve on the Board. The Board shall also provide the Owner at least ten (10) days written notice and an opportunity to be heard at a hearing before the Board prior to levying a Reimbursement Assessment against the Owner.
5. **Delegation of Authority to Manager**. The Mutual's managing agent, currently Mutual Operations Division or MOD ("Manager"), is expressly delegated the authority to send to Members, on the Board's behalf, courtesy notices, notices of violation, hearing notices, and decisions rendered by the Board at a hearing. The Manager shall not, however, have the authority to (i) hold hearings, (ii) impose Fines, or (iii) levy Reimbursement Assessments.
6. **Imposing Sanctions**. The Board may impose one or more sanctions if it determines at the hearing (scheduled and held in accordance with paragraph 4 above and the Bylaws) that an Owner or a person for whom the Owner is responsible under paragraph 3 above has committed a violation of a particular

provision of the Governing Documents. The Member is entitled to attend the hearing with his or her legal representative and to address the Board. Sanctions may be imposed even if the Member does not appear at the hearing when scheduled or does not submit a written explanation to the Board at or before the hearing.

7. **Sanctions; Special Assessments.**

- A. Sanctions imposed by the Board may include, but are not limited to, (i) a Fine in accordance with the Schedule of Fines adopted by the Board (see paragraph 9 below), (ii) a Special Assessment, in accordance with CC&Rs section 6.7, (iii) suspension of a Member's voting rights and/or ability to serve on the Board, and/or (iv) suspension of a Member's status as a "Member in Good Standing."
- B. Suspension of a Member's rights and privileges shall automatically suspend the rights and privileges, if any, of the Residents, members of Owner's household, lessees, tenants, servants, employees, guests, invitees and/or licensees.
- C. If the Mutual is required to spend monies, including but not limited to attorneys' fees, to bring the Owner, the Owner's Unit, or the Residents, members of Owner's household, or other persons for whom Owner is responsible into compliance, the Board may levy a Special Individual Assessment against the Owner and the Owner's Unit, pursuant to section 5.4 of the Declaration.

8. **Payment of Fines and Reimbursement Assessments.**

- A. Fines are due and payable to the Mutual within thirty (30) days after the mailing date of the Notice of Fine to the Owner and delinquent if not received within fifteen (15) days of their due date; *provided, however*, that if the 15th day falls on a Saturday, Sunday, or holiday, the Fine will not be delinquent until the next working day.

- B. Reimbursement Assessments are, per CC&Rs section 6.8, due and payable to the Mutual when levied. Reimbursement Assessments shall be delinquent if not received within fifteen (15) days of their due date; *provided, however*, that if the 15th day falls on a Saturday, Sunday, or holiday, the Assessment will not be delinquent until the next working day.

9. **Schedule of Fines.**

- A. The Board of Directors has adopted the following Schedule of Fines, which will be in effect until changed by the Board:

- First violation: Board may issue a warning or levy a fine of up to \$50.00.
- Subsequent violations of the same nature or subject matter: Board may levy a fine of up to \$100.00.

- B. The Board may also, in its discretion and in addition to levying a Fine, impose additional sanctions as authorized by this Fine Policy, the Governing Documents, or applicable law.

10. **Penalties in Addition to Corrective Measures.** The imposition of Fines, Reimbursement Assessments and other sanctions are not alternatives to Members' compliance with the Governing Documents. Compliance may include, but is not limited to, the correction, repair or replacement of non-complying conditions, all at the Member's cost.

11. **Other Remedies.** The Mutual reserves the right to avail itself of any other remedy permitted by law and the Governing Documents and to enforce the provisions of the Governing Documents. These remedies include, but are not limited to, bringing an action in Small Claims or Superior Court, or requesting that the matter be submitted

to some form of dispute resolution. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Mutual from electing at a later date to pursue another remedy.

ENTRY 18 SPEED LIMIT

Entry 18 has a posted speed limit of 15 miles per hour. We ask everyone, including guests, to observe the speed limit at all times. Our first concern is for the safety of our Residents, their pets, and all the visitors to our community.

GUESTS

1. As provided in section 13 of the Senior Housing Residency Restrictions of the Mutual Policy Manual, "Underage Guests" may temporarily occupy a Unit provided that he or she is a guest of the Qualifying Resident or a Qualifying Permanent Resident and further provided the temporary occupancy of any one Underage Guest may not exceed a maximum of 75 days in any calendar year. As defined in section 4.E. of the Senior Housing Residency Restrictions, "Underage Guest" shall mean a person under fifty-five (55) years of age who temporarily occupies a Unit as a guest of the Qualifying Resident or the Qualified Permanent Resident who resides in such Unit. The terms "Qualifying Resident" and "Qualified Permanent Resident" are defined in the Senior Housing Residency Restrictions."
2. Any guest of a Resident who expects to stay for more than twenty-one (21) consecutive days, regardless of whether such guest is 55 years of age or younger, must register at the GRF Administrative Office. Both the Mutual and GRF must acknowledge each registration of such guests.

ESTATE SALES

1. Advertisements for estate sales within the Mutual are NOT to include the Rossmoor address—they may show only a telephone number.
2. Estate sales cannot begin prior to 9:00 a.m. and must end by 5:00 p.m. The person conducting the sale must schedule hourly appointments for all shoppers (Rossmoor residents and non-residents) and is required to complete the Estate Sale Entry form listing the name of each shopper in a time slot. A maximum of ten (10) shoppers per hour may be scheduled. Non-Rossmoor residents will ONLY be allowed to enter Rossmoor if their names are listed and ONLY during their authorized time slots.
3. The completed Estate Sale Entry form must be signed by the representative or Mutual Resident who has the legal authority to approve access to Rossmoor. The entry form must be delivered to the Securitas office or the front gate at least one day prior to the sale. If this form is not submitted to Securitas or the front gate, shoppers who are not Rossmoor residents will be denied entry.
4. Estate Sales Entry forms are available at the Securitas office, the gate, or through the Rossmoor News Office.
5. There are commercial companies available to assist with estate sales. While the use of a commercial company is permitted, bringing in other items that were not part of the original Rossmoor estate is prohibited. This prohibition extends to the Mutual Resident and the Resident's family.

INSURANCE

Walnut Creek Mutual No. Thirty contracts with other Rossmoor mutuals to participate in a “deductible allocation agreement” in a blanket property insurance contract covering the mutuals associated for this purpose. Mutual 30 is responsible for the first \$10,000 of the deductible amount for a covered loss that occurs within our Mutual. The other associated Rossmoor mutuals would contribute the remainder of the deductible amount, on a pro-rata basis, depending on the number of residences units in each Rossmoor mutual. Conversely, if damage occurs to some other mutual, our Mutual would pay its pro-rata share.

Details concerning the insurance that must be carried by the Mutual and individual Owners is contained in Article 13 (entitled “Insurance”) of the CC&Rs, as amended via the First Amendments to CC&Rs recorded on June 18, 2012 as Document No. 2012-0143882 in the Official Records of Contra Costa County.

MEMBER ACCESS TO MUTUAL RECORDS

1. Reference is made to Civil Code sections 5200 et seq. which set forth the legal rights of Members to inspect and obtain copies of Mutual records and the time frames for inspection and copying of such records.
2. The records that Members may inspect and copy are (i) “association records” as defined in Civil Code section 5200(a) and (ii) “enhanced association records” as defined in Civil Code section 5200(b). Members shall also be entitled inspect and/or obtain a copy of the “priority list” of all Units being leased or rented that is maintained by the Mutual pursuant to CC&Rs sections 4.3.9 and 4.3.10.
3. Requests for inspection and/or copying of Mutual records must be in writing and must be submitted to the Mutual at the address set forth in the Mutual’s annual policy statement, which is as follows:

Walnut Creek Mutual No. Thirty
1001 Golden Rain Road
Walnut Creek, CA 94595
Attn: Mutual Board Office

4. Requests for inspection and/or copying of Mutual records submitted to Mutual directors or any other person or entity will not be “deemed received” by the Mutual and will not be acted upon.

OCCUPANCY RESTRICTIONS

1. **Number of Occupants.** CC&Rs section 4.2 prescribes that no more than two (2) Residents may occupy a one-bedroom Unit and no more than three (3) Residents may occupy a two-bedroom or three-bedroom Unit. The foregoing shall apply so long as said limitations are not in conflict with any governmental regulation or ordinance.

2. **Senior Housing Residency Restrictions.** All Residents, other Manor occupants, and guests shall comply with the Senior Housing Residency Restrictions which govern the age of Residents, other occupants, and guests at the Walnut Creek Mutual No. Thirty condominium project.

3. **“Live-in” Employees.**
 - A. If a Resident wants to hire a “live-in” employee, he/she must first contact GRF Member Services who will provide a copy of the approved procedure and arrange for a pass to be issued.

 - B. If the third occupant in a Manor is a live-in employee (such as a nurse, housekeeper, etc.), he/she is exempt from payment of any GRF fee, since live-in employees may not use the Rossmoor community’s recreational facilities.

OFFENSIVE CONDUCT, NUISANCES, NOISE

Noises, such as stereo, organ, radio, television, piano music, [dog barking](#) or social gatherings are to be kept at a level which will not interfere with or be an annoyance to Residents in neighboring Manors or in any way interfere with Residents' use of the Mutual's Common Area and facilities or the use and enjoyment of their Manors.

RESIDENT CANVASSING

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

OUTSIDE BARBECUES OR FIRES

1. There shall be no outside barbecues, except for those conforming to current standards of safety and this Policy. These must be utilized prudently so as to prevent accidental ignition of buildings or natural plant growth nearby. When in use, they must not be a nuisance to other Residents.
2. There will be no open flames within ten (10) feet of any combustible materials per State Fire Code.
3. Unless situated on a ground-level patio, barbecues must be of the propane *or electric type*.

RENTALS, TIMESHARES, PRIVATE EXCHANGES

1. **Rentals.**

- A. Leasing or renting of any Unit shall be subject to CC&Rs section 4.3 entitled “Rental of Units” and these Policies.
- B. As provided in CC&Rs section 4.3.1, Manors may not be rented or leased for a period of less than three (3) months.
- C. CC&Rs section 4.3.2 contains a “rental restriction” which provides, in part, that no more than ten (10) Units shall, at any particular time, be leased or rented or occupied by anyone other than an Owner, members of his or her household, or guests. Reference is made to CC&Rs sections 4.3.2 through 4.3.11, inclusive, for further details concerning the Mutual’s rental restrictions.

2. **Procedure for Processing Leases.**

- A. “Request to Lease” forms (and other occupancy permits) are available at the GRF Administrative Office. Owners must obtain written approval from the Mutual Thirty Board before entering into a rental or lease agreement (by submitting the proper lease form to the Board.) If the lease request is approved, the Owner will submit his Lease Agreement and the approved “Request to Lease” form to GRF’s Member Services Department.
- B. A copy of GRF’s Resident Regulations and the Mutual’s CC&Rs and Policies will be given to the lessee for a fee, and the lessee must sign for their receipt.

3. **Timeshares.** As provided in CC&Rs section 4.4.1 (entitled “Time-Shares”), no Unit or Units shall be leased, subleased, occupied, rented, let, sublet, or used for or in

connection with any time sharing agreement, plan, program or arrangement.

4. **Private Exchanges.**

- A. CC&Rs section 4.4.2 (entitled “Private Exchanges”) provides that notwithstanding the provisions of CC&Rs section 4.4.1, an Owner shall not be prohibited from entering into a private exchange agreement with another person who qualifies to reside in a Senior Housing Development, whereby the owner and the other party will exchange residences for a period not to exceed ninety (90) consecutive days. An Owner may not enter into more than two (2) such agreements during any calendar year.

- B. Per CC&Rs section 4.4.2, Owners wishing to enter into a private exchange arrangement must provide written notice to the Board in advance of the arrival of their guests.

- C. Owners who enter into a private exchange arrangement must also make certain that their guests understand GRF’s Resident Regulations and the Mutual’s CC&Rs and Policies.

OWNERSHIP AND USE OF MANORS AND COMMON AREAS

Owners and Residents are reminded that having lawn and landscaping areas directly outside your Manor does not mean they belong to you personally. You are not allowed to make changes on Common Area property or prevent other Mutual Owners from using it for their enjoyment and needs.

MEMBER RIGHTS AT MEETINGS

1. The Board will permit any Mutual member to speak at any regular Board meeting, special Board meeting, annual membership meeting and special Member meeting.
2. Executive session Board meetings are not open to the Mutual membership. Only invited Members may speak at an executive Board meeting.
3. The Board may establish a reasonable time limit during which a Member may speak at a membership or Board meeting.
4. The Board will only allow comments which are constructive and not slanderous, threaten`ing or offensive to any person in attendance.

RULE CHANGES

1. **Applicable Law.** Rule changes are also governed by Civil Code sections 4340 through 4370, inclusive.

2. **Notice of Rule Change.**
 - A. The Board of Directors shall provide written notice of a proposed “rule change” (as that term is defined in Civil Code section 4340) to the Members at least 30 days before making the rule change.

 - B. The notice of rule change may be delivered in any manner permitted by law, including U.S. Mail or by notice in the *Rossmoor News*.

 - C. The notice of rule change shall include the text of the proposed rule change and a description of the purpose and effect of the proposed rule change.

 - D. Notice is not required if the Board determines that an immediate rule change is necessary to address an imminent threat to public health or safety or risk of substantial economic loss to the Mutual. This is considered, by law, an “emergency rule change” and is effective for up to 120 days and may not be readopted.

 - E. A decision on a proposed rule change shall be made at a meeting of the Board of Directors after consideration of any comments made by the Members. Within 15 days after making the rule change, the Board of Directors shall deliver notice of the rule change to every member in any manner permitted by law, including U.S. Mail or by notice in the *Rossmoor News*.

3. **Reversing a Rule Change.**

- A. Members of the Mutual owning five percent (5%) or more of the Separate Interests may call a special meeting of the Members to reverse a rule change. The written request may not be delivered more than thirty (30) days after the members of the Mutual are notified of the rule change.

- B. A rule change may be reversed by the affirmative vote of a majority of the votes represented and voting at a duly held meeting at which a quorum is present or by the affirmative vote or written ballot of the proportion required in the Mutual's Bylaws. A rule change reversed under this provision and Civil Code section 4365 may not be readopted within one (1) year after the date of the meeting reversing the rule change. However, the Board of Directors may adopt a different rule on the same subject as the rule change that has been reversed.

SMOKE DETECTORS

Every Manor shall have operable smoke detectors that meet the current building code requirements. Owners are responsible for the smoke detectors located in their Manors. Owners should replace old smoke alarms with 10-year battery smoke alarms as required by the State Fire Marshal.

SOLAR ENERGY SYSTEMS

1. **General.**

- A. This Solar Energy Policy (“Policy”) shall govern the application, installation, maintenance and removal (if necessary) responsibilities pertaining to solar collectors and other solar energy devices and systems whose primary purpose is to provide for the collection, storage and distribution of solar energy (collectively, “Solar Energy Systems”) installed within the Walnut Creek Mutual No. Thirty condominium project (the “Project”), as well as the protection of commonly-owned and Mutual-maintained Common Area.
- B. All capitalized terms that are not otherwise defined in this Policy shall have the meanings ascribed to them in the CC&Rs. The terms “Declaration” and “CC&Rs” are synonymous shall be interchangeable.
- C. It is the intent of this Policy to comply with all laws and regulations, both state and federal, and in particular, Civil Code sections 714 and 714.1. 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.
- D. Because Walnut Creek Mutual No. Thirty is a “condominium project,” as that term is defined in Civil Code section 4125, each Owner has fee simple title to his or her individual Unit as well as a 1/76th interest as tenant in common in the Common Area. The Mutual is required by the Declaration to maintain, repair and replace the Common Area roof systems. It is the intent of this Policy to recognize the respective ownership rights of the Owners and Mutual, and enable the Mutual to perform its exterior maintenance, repair and replacement obligations. As a result, the rights of individuals to install Solar Energy Systems on Common Area must be limited to the extent necessary to not infringe upon neighbors’ property rights and to enable the

Mutual to perform its maintenance, repair and replacement obligations.

2. Application.

- A. The installation of Solar Energy Systems is subject to the provisions of this Solar Energy Policy, and the Mutual's other Policies, including but not limited to the Mutual's Policy entitled "Alterations" (the "Alterations Policy"). As such and as required by the Alterations Policy, an Owner wishing to install a Solar Energy System is required to submit an Alteration Application (as defined in the Alterations Policy) to the Mutual in care of the Mutual Operations Division (MOD) Alterations Department.
- B. The Owner must receive written notice of Board approval and if applicable, approval of the Mutual's membership, pursuant to paragraphs 5 and 6, below, PRIOR to installation of any Solar Energy System.
- C. The Owner shall also provide plans and specifications as part of his or her Alteration Application, and furnish such other information and documentation as may be reasonably requested by MOD and/or the Board.
- D. Manufacturer literature for all proposed Solar Energy System components, including specifications, color, and materials, shall be provided to the Mutual with the Alteration Application.
- E. Plans showing the visibility of the Solar Energy System from areas open to public access (e.g., streets, Common Area, neighboring Units) shall also be included with the Alteration Application.
- F. The applicant Owner shall notify every other Owner in the building of his or her Alteration Application for installation of a Solar Energy System and certify to the Mutual, in writing, that the notice has been given. The certification and any written comments by an affected Owner shall be attached to the Alteration Application. No Alterations Application may be denied because of

objections by an affected Owner. However, objections may be referred to the Mutual's legal counsel. A drawing with dimensions showing the proposed location of the Solar Energy System and how the equipment will be mounted shall be attached to the notification to affected Owners.

- G. Owners are responsible for confirming receipt of their Alteration Application, supporting documentation and other information by the Mutual.
- H. Except as modified by law, all provisions of the CC&Rs and applicable Policies, including the Alterations Policy, shall apply to the installation of Solar Energy Systems.

- 3. **Installation of Solar Energy System Within Unit or Exclusive Use Common Area.** The installation of a Solar Energy System within a Unit or Exclusive Use Common Area appurtenant to a Unit shall require the written approval of the Board.
- 4. **Installation of Solar Energy System Within Common Area.** As required by Civil Code section 4600(a), Solar Energy Systems may only be installed in or on Common Area with the prior approval of the Board and sixty-seven percent (67%) of the Total Voting Power of the Mutual.
- 5. **Vote of the Members.** A vote of the Members to approve a grant an easement to an Owner for exclusive use of Common Area for the purposes of installing a Solar Energy System shall be conducted by secret written ballot pursuant to Civil Code section 5100(a). The voting materials shall include (i) a description of the Solar Energy System, including proposed location, (ii) specify whether the Mutual will receive any monetary consideration for the grant of easement, and (iii) identify whether the Mutual or the applicant Owner will be responsible for providing any insurance coverage for the exclusive use of the Common Area. The applicant Owner shall be responsible for all costs incurred by the Mutual in preparing and mailing voting materials to the Members; if not paid, such costs may be levied as a Reimbursement Assessment against the applicant Owner and his or her Unit.

6. **Availability of Common Area Space.** The installation of Solar Energy Systems in or on Common Area, including Common Area roofs, is subject to space availability as well as the approval of the Members pursuant to Sections 5 and 6, above. Consideration will be given on a first-come, first-served basis and subject to availability of Common Area space. An Owner may not install a Solar Energy System on Common Area of a building in which the Owner does not own a Unit.

7. **Approval Guidelines.** The Mutual may impose reasonable restrictions on its approval of Alteration Applications for the installation of Solar Energy Systems. "Reasonable restrictions" are defined as those that do not significantly increase the cost of the Solar Energy System or significantly decrease its efficiency. "Significantly" means an amount exceeding ten percent (10%) of the cost of the Solar Energy System or decreasing the efficiency of the Solar Energy System by an amount exceeding ten percent (10%), as originally specified and proposed. For photovoltaic systems that comply with state and federal law, a significant or unreasonable restriction is one that results in an increased cost to the Solar Energy System as originally proposed of over \$1,000 or a decrease in the Solar Energy System's efficiency in an amount exceeding ten percent (10%) as originally specified and proposed.

8. **Conditions for Approval.** The Mutual may require as a condition for the approval of a Solar Energy System that the installer indemnify or reimburse the Mutual for loss or damage caused by the installation. The Mutual may also require as a condition of approval that the applicant Owner execute a recordable indemnification and maintenance agreement in a form acceptable to the Mutual wherein the Owner specifically agrees to defend and indemnify the Mutual. If required, the recordable agreement shall also include all conditions of approval so as to bind future Owners of the Unit.

9. **Solar Shade Control.** The Board of Directors must take into account the effect on Solar Energy Systems that may result from shade created by trees or shrubs within

the boundaries of the Mutual. The Mutual will be guided by the principal of "first in time is first in right." If a tree or shrub was planted before the Solar Energy System was installed, the tree or shrub may grow without regard to its effect on the Solar Energy System. The Mutual shall not be required to prune, or allow pruning, of trees and/or shrubs which were planted before the Solar Energy System was installed. However, trees or shrubs planted after installation of the Solar Energy System may not be allowed to grow so as to cast a shadow greater than ten percent (10%) of the collector absorption area upon that collector surface at any one time between the hours of 10:00 a.m. and 2:00 p.m. local standard time (California Public Resources Code Section 25982). Pruning needs shall be dictated and determined by the Mutual's landscape or tree experts.

10. **Decisions in Writing; Reconsideration.** Any decision by the Board on a proposed Solar Energy System installation must be in writing and, if the proposed Solar Energy System is disapproved, the written decision shall include an explanation of why the application was disapproved. An installation on or in Common Area that is not approved by the Members pursuant to paragraphs 5 and 6, above, is not subject to reconsideration by the Members.

11. **Forty-Five Day Approval Period.** As provided by Civil Code section 714, an application for the installation of a Solar Energy System that is not denied in writing within forty-five (45) days from the date of receipt of the application by the Board shall be deemed approved, unless that delay is a result of a reasonable request for additional information or conducting a Member vote pursuant to paragraphs 5 and 6, above.

12. **Installation Conditions; Permits.**
 - A. Tubing, piping and related materials shall be installed so as to be minimally visible and blend into the material to which they are mounted or placed. When not unreasonable to do so, the Solar Energy System shall be colored to blend into the background onto which it is mounted or placed to the

greatest extent possible. Panels must be located entirely within a boundary defined by the roof eaves and the roof peaks. Visibility of the underside of the panels shall be minimized from the Common Area. Visibility of any plumbing, wiring, or auxiliary equipment should also be minimized.

- B. All portions of a Solar Energy System shall be secured in a manner that does not jeopardize the safety or soundness of any structure or the safety of any person within the Project.
- C. 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 Solar Energy System and/or to avoid an unreasonable increase in the cost of the installation (more than \$1,000 for photovoltaic systems) or an unreasonable decrease in the Solar Energy System's efficiency (more than ten percent (10%) as originally specified and proposed for photovoltaic systems). Any penetrations for wiring or piping for a Solar Energy System 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.
- D. Solar Energy Systems shall not obstruct access to or from any Unit, walkway, or ingress or egress into any area of the Project in order to ensure the safety of individuals and allow safe access to the Mutual's physical plant.
- E. 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 entitled "Submittal Requirements for Photovoltaic Array Systems or Alternative Energy Systems," as amended from time to time.
- F. The installing Owner must obtain all necessary permits and approvals from local regulating agencies and provide copies thereof to the Mutual. A copy of the final City inspection must also be provided to the Mutual.

- G. A Solar Energy System for heating water shall be certified as to all system components and the installation thereof by the Solar Rating Certification Corporation or other nationally recognized certification agency.
- H. A Solar Energy System for producing electricity shall meet all applicable safety and performance standards established by the National Electrical Code, the institute of Electrical and Electronic Engineers and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.
- I. All installations of Solar Energy Systems shall be completed so as not to materially harm or damage Common Area, any other individual Unit or such Unit's Exclusive Use Common Area; void any warranties held by the Mutual or other Owners; and/or impair the integrity of any building or structure.
- J. In approving the installation of any Solar Energy System, the Board is entitled to rely upon the representation of the Owner and/or his or her contractor that the system fully complies with the safety criteria set forth in this Policy. Should the Board later determine that the equipment is not in conformance with such criteria, the Board may require the Owner, at his or her sole cost and expense, to remove the Solar Energy System or modify it so that it is in compliance.
- K. An Owner may not install a Solar Energy System on his or her own. Installation shall be by a licensed and properly insured installer knowledgeable about installation of Solar Energy Systems. Prior to installation, the installer shall have insurance coverage that meets the following minimums: (i) Worker's Compensation with minimum coverage required by California law; and (ii) Contractor's General Liability (including completed operations) with policy limits of at least \$500,000.00. The installer must, prior to installation, provide copies of certificates of insurance for the

above policies and endorsements which name the Owner and the Mutual as additional insureds to the Mutual.

- L. All installations must be in accordance with the manufacturer's installation specifications and instructions.
13. **Installation Period.** Once work on the approved Solar Energy System has started, all work must be completed within a reasonable period of time, weather permitting (i.e., no later than ninety (90) days after approval), and must not be a safety hazard to Residents, guests, neighboring Units and/or the Common Area.
14. **Inspection.** The Mutual may inspect a Solar Energy System at any time to ensure compliance with the provisions of this Solar Energy Policy and the application, as approved. If the Mutual determines that the installation is not in accordance with the provisions of the Declaration, the Alterations Policy, this Solar Energy Policy and/or the approved alteration application, the Mutual may require the Owner, at the Owner's expense, to remove or otherwise modify the Solar Energy System to comply with the provisions of this Solar Energy Policy and/or the approved alteration application.
15. **Maintenance of the Solar Energy System.** The Owner is solely responsible for the installation, maintenance, repair, replacement, use, removal and/or reinstallation of any Solar Energy System he or she installs with approval, whether located in the Unit, in or on Exclusive Use Common Area, or in or on Common Area.
16. **Mutual's Increased Maintenance Costs.** Owners shall be responsible for any increased costs incurred by the Mutual in maintaining or repairing the Common Area or those portions of a Unit or Exclusive Use Common Area which the Association is responsible under the Governing Documents for maintaining or repairing which are caused by the presence of a Solar Energy System on the Common Area.

17. **Improper Installation.** If a Solar Energy System is improperly installed, the Owner shall be responsible for any costs associated with correcting the installation or relocating the Solar Energy System to a preferred location.

18. **Removal and Reinstallation.** The Owner shall be required to remove the Solar Energy System at his or her own cost or expense if necessary to enable the Mutual to meet its maintenance, repair and/or replacement obligations as imposed by the Declaration and/or California law. Should an Owner fail to remove the Solar Energy System upon the Mutual's request, the Mutual may remove the Solar Energy System at the Owner's expense. Unless there is an emergency, the Mutual shall provide the Owner with at least fifteen (15) days advance written notice. The Mutual shall not be responsible for any damage to the Solar Energy System or loss of use due to removal of the Solar Energy System. If the Mutual must remove the Solar Energy System, the Mutual may levy a Reimbursement Assessment, as provided in section 6.7 of the CC&Rs, to reimburse the Mutual for costs incurred in removing the Solar Energy System, after giving the Owner notice and an opportunity for a hearing in accordance with the Governing Documents. If the Mutual must remove the Solar Energy System, the Mutual shall not be responsible for replacing or reinstalling it. Reinstallation of the Solar Energy System shall be at the Owner's sole cost and expense and shall be in compliance with the Declaration, this Solar Energy Policy, and any other Policies, including the Alterations Policy.

19. **Inoperable System/Equipment.** If a Solar Energy System becomes inoperable, either by damage or termination of service, the equipment must be removed from the structure and any and all damage repaired at the sole cost of Owner.

20. **Liability/Reimbursement.** The Owner shall be liable for any injury to persons or property arising from the installation, maintenance, use or removal of the Solar Energy System. The Owner assumes all responsibility for any and all damage to his or her Unit, other Units, Exclusive Use Common Area, and/or Common Area, and any other property damage and/or personal injury resulting from the installation, maintenance, service or removal of the Solar Energy System, including but not

limited to roof leaks and damage caused by roof leaks which are the result of the installation, service or removal of the Solar Energy System. The Mutual may recover from the Owner any expenses it incurs in connection with any violation of this Solar Energy Policy, in any manner provided by law or permitted by the Declaration, Policies and Mutual Bylaws including, without limitation, imposition of a Reimbursement Assessment, as provided in section 6.7 of the CC&Rs, against the Owner and his or her Unit to reimburse the Mutual 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.

21. **Mutual Not Responsible.** The Mutual is not responsible for any accidents or incidents which may occur during installation, maintenance, use or removal of the Solar Energy System. Additionally, the Mutual is not responsible for the installation, maintenance, repair, replacement, removal, and/or reinstallation of any Solar Energy System.

22. **Sale of Unit.** Upon resale or transfer of any Unit which has a permitted Solar Energy System, the buyer or transferee (as the case may be) shall agree in writing to assume all of the Owner's duties and responsibilities as outlined in this Policy. The buyer or transferee's written agreement shall be in a form acceptable to the Mutual and executed by all of the parties before escrow can close and the transfer of the ownership can be legally completed. If a buyer or a transferee does not agree in writing to assume responsibility for the Solar Energy System, the Owner must, prior to the close of escrow, remove the Solar Energy System and restore the area where the Solar System had been located. In particular, any penetration patches must be completely sealed with paintable sealant. The removal must be approved by the Mutual and all costs relating to the removal of the Solar Energy System and restoration of the surrounding area shall be the sole responsibility of the Owner. The Mutual may recover any costs incurred to repair damages from escrow or via imposition of a Reimbursement Assessment.

23. **Failure to Comply with Solar Energy Policy and Other Governing Documents.**

An Owner's failure to comply with this Solar Energy Policy and/or any other Governing Documents, including but not limited to the CC&Rs and other Mutual Policies, shall be subject to enforcement by the Board pursuant to the Governing Documents and applicable California law.

TRASH DISPOSAL

1. Reference is also made to CC&Rs sections 4.15 (entitled “Trash Disposal”) and 4.16 (entitled “Construction Materials, Construction Debris”).
2. Trash, garbage, accumulated waste plant material, or other waste and refuse shall be deposited only in covered sanitary containers. Such containers shall be located in an appropriate area near each unit and concealed from view. No Owner or Resident shall permit or cause any garbage, trash, or other waste or refuse to be kept upon any portion of the Mutual, except in such containers.
3. The trash containers provided by the Mutual shall not be used by any contractor or Owner for disposal of construction materials.
4. The trash containers provided by the Mutual for the convenience of the Residents shall be used only for the disposal of normal weekly trash and garbage. Trash and garbage that results from the cleaning of a manor, such as in preparation for the sale of the manor or when the Residents of a Manor move, shall be hauled away and may not be deposited in the trash containers provided by the Mutual. Large and/or bulky items (chairs, sofas, appliances, etc.) must be disposed of properly and may not be disposed of in the trash containers provided by the Mutual.
5. All boxes must be broken down and placed in the proper bin or taken to the Corporation Yard on Rockview Drive.
6. Violation of the CC&Rs or this Policy may result in a Fine as outlined in the Mutual’s Violation and Fining Policy/Schedule of Fines (“Fine Policy”).

MEMBER VOTING AND ELECTIONS

1. **General.** This Policy concerning Member Voting and Elections is intended to comply with Civil Code sections 5100 et seq., 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 which requires approval of the Members; 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.

2. **Definitions.** All capitalized terms that are not otherwise defined in this Policy shall have the meanings ascribed to them in the CC&Rs or Bylaws, as applicable.

3. **Equal Access to Mutual Media and Facilities.**
 - A. No candidate or Mutual Member advocating a point of view for purposes related to an election covered by these Election Rules shall be allowed access to any form of Mutual media, including but not limited to the Mutual's official internet website (if any), and/or bulletin board maintained or utilized by the Mutual for the purpose of posting official Mutual notices (if any), after written ballots are distributed as specified in Section 9.A., below, until the conclusion of the election.

 - B. For each election of Directors, the Mutual may schedule one or more "Meet the Candidates" forums where each Member who is interested in running for the Board may attend and speak to any Mutual members choosing to attend according to procedures which may be established by the Board of Directors.

 - C. For each election subject to these Election Rules, the Mutual may schedule one or more informational forums at which any Member advocating a point of view which is the subject to a pending election may attend and address the attendees according to procedures which may be established by the Board

of Directors.

- D. With the exception of refreshments which may be provided at the assemblies described in Sections 3.B and 3.C, above, no Mutual funds shall be used for campaign purposes in connection with any election which is subject to these Election Rules.
- E. Sections 3.A, 3.B and 3.C, above, specify the manner in which the Mutual shall comply with the legal requirement in Civil Code section 5105(a)(1) that "if any candidate or member advocating a point of view is provided access to association media, newsletters, or Internet Web sites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all candidates and members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election."

4. **Qualifications of Directors and Candidates.**

- A. As provided in Bylaws section 5.2, only the following persons shall be eligible to run for, be elected to, or serve on the Board: (i) natural persons who are Members in Good Standing of the Mutual, and (ii) natural persons who are not Members in Good Standing but who are "Qualifying Residents" or "Qualified Permanent Residents" (as those terms are defined in the Senior Housing Residency Restrictions) entitled to reside in the Mutual under the Senior Housing Residency Restrictions, provided the membership (for the Unit in which the Qualifying Resident or Qualifying Permanent Resident resides) is "in good standing."
- B. Directors and candidates for election to the Board shall also satisfy such other qualifications as may be imposed by the Bylaws.

5. **Nomination Procedure for Board of Directors.**

- A. Candidates for the Board of Directors shall be nominated as set forth hereafter.

- B. To the extent not in conflict with the Mutual's Bylaws:
 - i. Approximately 90 days before an election of Directors, the Mutual shall send to all Members a solicitation to become a candidate for the Board of Directors by mail, electronic transmission or inclusion of the solicitation in the Rossmoor News or newsletter published by the Mutual;

 - ii. Approximately 60 days before the pending election of Directors, but in any event, no later than the deadline established by the Mutual, 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). Nominations for candidates wishing to be included on the mailed ballots shall close approximately 60 days prior to the conclusion of the election (but in any event, no later than the deadline established by the Mutual);

 - iii. All nominations to be included in the written ballot must be in writing and delivered to the Inspector(s) of Election approximately 60 days prior to the conclusion of the election (but in any event, no later than the deadline established by the Mutual);

 - iv. The Inspector(s) of Election shall review (including consultation with the Board of Directors if necessary) all persons so responding for compliance with the qualifications identified in Section 4, above entitled "Qualifications of Directors and Candidates;" and

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

- C. Nominated candidates for the Board of Directors may provide a "candidate statement" which the Mutual shall enclose with the voting packet mailed to each Mutual Member. The statement shall not exceed 250 words, and shall be delivered to the Mutual's managing agent in final form approximately 45 days

before the scheduled conclusion of the election, but in any event, no later than the deadline established by the Mutual.

- D. Unless the Bylaws specifically provide otherwise, nominations of candidates for election to the Board of Directors may not be made from the floor at any meeting. IT SHOULD BE NOTED THAT since Section 6.4(b) of the Bylaws in effect as of the date these Election Rules were adopted specifically permit Members to write in candidates on the ballot for election of Directors, write in candidates are permitted unless and until the Bylaws are amended to prohibit write in candidates.

- E. In the event of a vote to elect Directors in conjunction with or following a vote to recall Directors, the timeframe set forth above regarding nominations shall not apply.

6. **Cumulative Voting in Elections of Directors.** As provided in Bylaws section 6.2, cumulative voting in elections of Directors shall not be permitted.

7. **Inspectors of Election.**

- A. The Board shall appoint one or three Inspectors of Election, who shall perform all functions required by Civil Code section 5110, including:
 - i. Determine the number of memberships entitled to vote and the voting power of each;

- ii. Determine the authenticity, validity and effect of proxies, if any;
- iii. Receive and be the custodian of ballots, and direct the location to which ballots shall be sent until tabulated by the Inspector(s) of Election;
- iv. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
- v. Count and tabulate all votes;
- vi. Determine when the election shall close, with the discretion to extend the deadline for voting as necessary;
- vii. Determine the results of the election; and
- viii. Report the results of the election to the Board of Directors.

B. Eligible Inspectors of Election may include:

- i. The Mutual's managing agent, including its employees;
- ii. The Mutual's attorney or CPA;
- iii. Any Mutual Members who are not members of or candidates for the Board of Directors, nor relatives of members or candidates for the Board of Directors; and
- iv. Any other individuals or business entities that are employed by or under contract with the Mutual as well as any individuals or business entities that are not employed by or under contract with the Mutual.

- C. Unless the Board specifically decides otherwise, the Inspector of Election shall be the Mutual's managing agent or an employee of the Mutual's managing agent at the time of the election.
- D. The Mutual may, at the discretion of the Board of Directors, provide reasonable compensation to the Inspector(s) of Election.
- E. The Mutual shall indemnify the Inspector(s) of Election in connection with services performed in good faith by the Inspector(s) of Election related to the election.
- F. The Inspector(s) of Election shall have the sole authority to determine whether to issue a replacement ballot to a Member if requested by the Member who has not yet returned a completed ballot.
- G. The Inspector(s) of Election 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 Election pursuant to Section 7.B, above.

8. **Voting Rights.**

- A. Each Member's qualifications for voting shall be as specified in the Bylaws and this Policy.
- B. Only Members in Good Standing are entitled to vote in Mutual elections.
- C. Co-owners of a membership, if otherwise qualified, shall be considered as a single "Member in Good Standing" entitled to vote in Mutual elections.
- D. Each Mutual membership shall be entitled to a single vote with regard to each matter that is the subject of a pending election.

- E. With regard to an election of one or more Directors, the Members in Good Standing may cast, with respect to each position on the Board to be filled, one vote for each membership owned.
- F. The voting period will run from the date on which ballots are distributed (as specified in Section 9.A, below) until the conclusion of the election.

9. **Voting Procedures.**

- A. **Mailing of voting packets.** At least 30 days before the election, the Mutual shall, by first class U.S. mail, send one voting packet to each Mutual Member entitled to vote in the election. Each packet shall contain the following:
 - i. One official ballot;
 - ii. In the case of an election of Directors, copies of all candidates' statements timely received by the Mutual as specified herein;
 - iii. 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 Election, Walnut Creek Mutual No. Thirty, and include the return address for the Inspector(s) of Election. The upper left corner of the larger (outer) envelope shall contain spaces for the member's name and mailing address (and identify the Member's account number or manor address if different from the mailing address) and provide a place for the Member's signature;
 - iv. Instructions on how to use the two-envelope system; and
 - v. Notice of the date of the membership meeting or election.

B. Ballot Content. Each ballot shall contain the following:

- i. In an election of Directors, each candidate's name listed alphabetically;
- ii. The identification of any other matter that is the subject of a pending Member vote; and
- iii. A statement of when ballots must be returned by mail and/or hand delivery.

C. Receipt of Ballots.

- i. All ballots shall be received by the Inspector(s) of Election at locations as specified by the Inspector(s) of Election.
- ii. If so directed by the Inspector(s) of Election, the Mutual's managing agent shall maintain a log of all ballot envelopes received, noting whether the envelopes were signed or unsigned.
- iii. Once a ballot has been received by the Inspector(s) of Election, it may not be revoked.
- iv. Each ballot received by the Inspector(s) of Election 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.
- v. All ballots shall remain in the possession of the Inspector(s) of Election (at a location designated by the Inspector(s) of Election) until tabulated by the Inspector(s) and for one year after the conclusion of

the election.

- D. **Proxies.** Votes may be cast by proxy only if expressly permitted by the Bylaws. See Bylaws section 4.7 entitled “Proxies” which, subject to certain conditions, expressly permits proxies.
- E. **Election by Acclamation.** Bylaws section 6.3 provides that 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 shall be declared elected and written notice of the election shall be given to the Members.

10. Tabulation of Ballots.

- A. The voting packets shall be opened by the Inspector(s) of Election after the close of the election as determined by the Inspector(s). The larger (outer) envelopes and each ballot shall be separately retained by the Inspector(s). The Inspector(s) of Election, or their designees, may verify the Member’s information and signature on the larger (outer) envelope prior to the meeting at which ballots are tabulated.
- B. The voting packet envelopes shall be opened and the ballots tabulated by the Inspector(s) of Election in public at a properly noticed open meeting of the Members or of the Board of Directors.
- C. Any candidate or other Member of the Mutual may witness the counting and tabulation of the votes. 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 Election may cause the removal of any observer who interferes with or disrupts the counting or tabulation process.

- D. When the ballots are counted at a membership meeting, the Inspector(s) of Election may announce to the membership those Members who neglected to sign the outer envelope and provide an opportunity for them to do so prior to tabulation of the ballot.
- E. In the event there is a tie between candidates, a runoff election shall be conducted via secret written ballot in accordance with these Election Rules; however, the procedures set forth above regarding the nomination of candidates shall not apply.
- F. The results of the election shall be promptly reported to the Board of Directors, shall be recorded in the minutes of the next meeting of the Board of Directors, and shall be available for review by the Members of the Mutual.

11. Post-Election Procedures.

- A. The results of the election shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by Members of the Mutual.
- B. The Board of Directors shall publicize the results of the election within 15 days by a communication directed to all Members.
- C. One (1) year after the conclusion of the election, the Inspector(s) of Election shall transfer custody of all ballots and outer envelopes to the Mutual.
- D. In the event of a re-count or challenge, the Inspector(s) of Election shall, upon written request, make the ballots available for inspection by the challenging Mutual Member or his or her authorized representative. Any re-count shall be conducted in a manner designed to preserve the confidentiality of the vote.

ELECTRIC VEHICLE CHARGING STATION POLICY

1. **General.**

- A. This Electric Vehicle Charging Station Policy (“EVCS Policy”) is intended to comply with Civil Code section 4745 which reflects the State of California’s policy of encouraging the use of Electric Vehicle Charging Stations (EVCS).
- B. It is the policy of the Mutual to comply with Civil Code section 4745 by approving, whenever reasonably possible, applications for the installation of EVCS and electric wiring and related components necessary to provide electricity sufficient to power approved EVCS installed in (i) assigned carports and (ii) Common Area parking spaces. Such installation would provide “hard wire” connections to EVCS as opposed to providing for plug outlets to supply power to portable charging devices.
- C. All capitalized terms that are not otherwise defined in this EVCS Policy shall have the meanings ascribed to them in the CC&Rs.

2. **Requirements.**

- A. Any Owner of the Mutual who proposes to install an EVCS (“Applicant”) shall:
 - i. contact the MOD Alteration Department at 988-7660 for information;
 - ii. submit an Alteration Application to the MOD Alteration Department;
 - iii. Follow the procedures and comply with the requirements set forth in the Policy entitled “Alterations;”
 - iv. Comply with the requirements set forth in this EVCS Policy; and

- v. Obtain Board approval and an alteration permit (“Alteration Permit”) prior to installation of the EVCS.
- B. In addition to the submittals required by the Policy entitled “Alterations,” the following must accompany the fully filled out and executed Alteration Application for installation of an EVCS:
- i. Plans and specifications clearly indicating where the EVCS is to be located, the brand or manufacturer, technical specifications and dimensions (i.e., height, width, weight, etc.), as well as structural requirements;
 - ii. An acknowledgment satisfactory to the Mutual that the Applicant will procure a homeowner liability insurance policy providing \$1 million in coverage and will provide satisfactory evidence to the Mutual, within fourteen (14) days of the Mutual’s approval of the EVCS, that the Mutual has in fact been named as an additional insured under the Applicant’s homeowner liability insurance policy providing \$1 million in coverage with a right of notice of cancellation; **provided, however, that the Applicant shall not be required to maintain a \$1 million homeowner liability coverage policy for an EVCS utilizing an existing National Electrical Manufacturers Association standard alternating current power plug**; and
 - iii. If required by the Mutual Board, a fully executed and recordable “EVCS Installation and Maintenance Agreement,” in a form acceptable to the Mutual, which binds Applicant and his or her successors to:
 - a. indemnify and hold harmless the Mutual;

- b. **if applicable**, continue the \$1 million liability insurance and additional insured endorsement in effect;
 - c. pay for the electricity usage associated with the EVCS;
 - d. be responsible for costs of damage to the EVCS and related property from the installation, maintenance, repair, removal or replacement of the EVCS;
 - e. be responsible for costs of maintenance, repair and replacement of the EVCS; and
 - f. disclose to prospective buyers the existence of the EVCS and the related responsibilities of the Applicant.
- C. Alteration Applications which include all specified submittals shall be responded to within 60 days of a valid submission.
- D. An EVCS may only be installed by the Applicant in Common Area for the exclusive use of such Applicant if installation in the Applicant's assigned carport or other Exclusive Use Common Area parking space is impossible or unreasonably expensive. In such cases, the Mutual shall enter into a license agreement with the Applicant for the use of the space in the Common Area.
- E. Within fourteen (14) days of approval by Mutual of Applicant's request for permission to install the EVCS and before commencement of installation, the Applicant shall provide the Mutual with satisfactory evidence that the Mutual has been named as an additional insured under the Applicant's \$1 million homeowner insurance liability policy with a right of notice of cancellation; **provided, however, that the Applicant shall not be required to maintain a \$1 million homeowner liability coverage policy for an EVCS utilizing**

an existing National Electrical Manufacturers Association standard alternating current power plug.

- F. The installation shall be performed by a qualified, licensed and insured contractor meeting all the requirements set forth in the Alteration Permit or otherwise imposed by the Mutual.
- G. No electric or hybrid automobile, sports utility vehicle (SUV) or truck may be plugged into any unmodified electrical outlet in any carport or Manor.
- H. If required by the Mutual, Applicant shall be responsible for the installation of a separate electrical panel or subpanel to accommodate the EVCS that meets the requirements established by state and local laws and the electric automobile manufacturer.
- I. The Mutual may require Applicant to install a separate meter to accommodate the EVCS. The meter, if any, and its installation shall satisfy all applicable requirements, including but not limited to those imposed by Pacific Gas and Electric (PG&E) and governmental authorities. This meter shall be listed in the Applicant's name and all recharging and related expenses billed directly to the Applicant by PG&E.
- J. Extension cords from the assigned carport, Manor or Mutual electrical outlet to the EVCS are strictly prohibited.
- K. Applicant shall comply with all applicable governmental laws and regulations and procure all required City of Walnut Creek and governmental permits and authorizations before installing the EVCS. The EVCS shall meet all applicable governmental and industry safety standards, and local permitting requirements.
- L. The EVCS shall be installed in a location acceptable to the Mutual. If visible from the Common Area or other Exclusive Use Common Area, the EVCS

must conform to the surrounding structures and environment in design, size and appearance. Visually the installation shall appear neat and attractive, without exposed wiring or visible damage to surrounding improvements.

- M. The Applicant and each successive owner of the EVCS shall pay for all electricity usage associated with the EVCS. If Mutual electricity is used to charge the Applicant's electric or hybrid vehicle, the Board may, by resolution adopted from time to time, establish the rates that will be charged for electricity usage.
- N. The Applicant and each successive owner of the EVCS shall be responsible for:
- i. all costs for damage to the EVCS, Common Area, Exclusive Use Common Area or Manor resulting from the installation, maintenance, repair, removal, replacement or existence of the EVCS;
 - ii. all costs for the installation, operation, maintenance, repair and replacement of the EVCS and all additions or modifications to existing Mutual electrical components until the EVCS has been removed and for the restoration of the Common Area, Exclusive Use Common Area or Manor after the removal;
 - iii. disclosing to prospective buyers the existence of the EVCS and the related responsibilities that said buyer will assume, including;
 - iv. maintenance at all times of a homeowner liability insurance policy providing \$1 million in coverage which also names the Mutual as an additional insured under the policy with a right to notice of cancellation; **provided, however, that said buyer shall not be required to maintain a \$1 million homeowner liability coverage policy for an EVCS utilizing an existing National Electrical**

Manufacturers Association standard alternating current power plug;

- v. the obligation to pay for the electricity usage associated with the EVCS;
 - vi. responsibility for all costs for damage to the EVCS, Common Area, Exclusive Use Common Area or Manor resulting from the installation, maintenance, repair, removal, replacement or existence of the EVCS;
 - vii. responsibility for the cost of the maintenance, repair and replacement of the EVCS until it has been removed and for the restoration of the Common Area, Exclusive Use Common Area and/or Manors after the removal; and
 - viii. responsibility to disclose to prospective buyers the existence of any charging station and the related responsibilities of the Member pursuant to Civil Code section 4745.
- O. Nothing in this EVCS Policy shall modify, release or otherwise discharge any rights of the Mutual or obligations of the Owners imposed pursuant to the Declaration, Bylaws, Policies, and applicable law.
- P. The prevailing party in any dispute arising out of the interpretation, violation or enforcement of the provisions of this EVCS Policy or documents created as called for herein shall be awarded their reasonable attorneys' fees and costs.

SENIOR HOUSING RESIDENCY RESTRICTIONS

1. **General.** This document sets forth the Senior Housing Residency Restrictions (collectively, the "Policy") for Walnut Creek Mutual No. Thirty (the "Mutual") and the Mutual's policy concerning the age of Residents, other occupants, and Underage Guests (as defined in Section 3.E., below) at the Walnut Creek Mutual No. Thirty condominium development (the "Project").

2. **Senior Citizen Housing Development.** The Project is a senior citizen housing development that is intended to (i) qualify for the "housing for older persons" exemption from the prohibitions on discrimination based on familial status contained in the federal Fair Housing Act of 1968, as amended by the Housing for Older Persons Act of 1995 (42 U.S.C. sections 3601 et seq.) (collectively, the "Federal Act"), (ii) qualify as a "senior citizen housing development" as that term is defined in California Civil Code section 51.3 (the "State Act"), and (iii) otherwise comply with the requirements of the Federal Act and the State Act.

3. **Compliance with Declaration, Senior Housing Residency Restrictions and Applicable Law.** Residents and underage guests of the Project must comply with the requirements imposed by (i) the Declaration, including but not limited to section 4.1 thereof, (ii) this Policy, and (iii) the Federal Act and the State Act.

4. **Definitions.** The terms used in this Senior Housing Policy shall have the definitions set forth in this Section 4. All other capitalized terms that are not defined in this Senior Housing Policy shall have the meanings ascribed to them in Article 1 of the Declaration unless the context requires otherwise.
 - A. **Qualifying Resident.** "Qualifying Resident" means a person fifty-five (55) years of age or older. The terms "Qualifying Resident" and "Senior Citizen" are synonymous and interchangeable.

- B. Qualified Permanent Resident. "Qualified Permanent Resident" shall mean a person who meets either of the following requirements:
- i. The person was residing with the Qualifying Resident prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the Qualifying Resident and the person was forty-five (45) years or older, or was a spouse, cohabitant (defined as persons who live together as husband and wife or persons who are domestic partners within the meaning of California Family Code section 297), or was a person providing primary physical or economic support to the Qualifying Resident, but not a Permitted Health Care Resident as defined in Section 3.A. above; or
 - ii. The person is a disabled person (defined as a person who has a disability as defined in Civil Code section 54(b)) or person with a disabling illness or injury (defined as an illness or injury which results in a condition meeting the definition of a disability set forth in Civil Code section 54(b)) who is a child or grandchild of the Qualifying Resident or a Qualified Permanent Resident who needs to live with the Qualifying Resident or Qualified Permanent Resident because of the disabling condition, illness or injury.
- C. Permitted Healthcare Resident. "Permitted Health Care Resident" shall mean a person hired to provide live-in, long-term, or terminal health care to a Senior Citizen or a family member of the Senior Citizen providing that care. The care must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both.
- D. Senior Citizen. "Senior Citizen" means a person fifty-five (55) years of age or older. The terms "Senior Citizen" and "Qualifying Resident" are synonymous and interchangeable.

E. Underage Guest. "Underage Guest" shall mean a person under fifty-five (55) years of age who temporarily occupies a Unit as a guest of the Senior Citizen or the Qualified Permanent Resident who resides in such Unit.

5. **Generally, at Least One Senior Citizen Must Permanently Occupy the Unit.**

Subject to Section 6 below and except as specifically otherwise provided in these Senior Housing Rules, each Unit, if occupied, must be occupied by at least one (1) Senior Citizen and all other persons occupying a Unit must be Qualified Permanent Residents or, as specified below, a Permitted Health Care Resident, or a person under fifty-five (55) years of age whose occupancy is permitted under California Civil Code sections 51.3(h) or section 51.4(b). Persons commencing any residency of a Unit must include a Senior Citizen who intends to reside in the Unit on a permanent basis.

6. **Occupancy by Permitted Health Care Residents.** A Permitted Health Care Resident may occupy a Unit during any period that the Permitted Health Care Resident is actually providing live-in, long-term, or hospice health care to a Senior Citizen for compensation. For the purposes of this Section 6, the term "compensation" shall include the provision of lodging and food in exchange for care. A Permitted Health Care Resident shall be entitled to continue his or her occupancy, residence or use of the Unit in the absence of the Senior Citizen from the Unit only if both of the following apply:

A. The Senior Citizen became absent from the Unit due to hospitalization or other necessary medical treatment and expects to return to the Unit within ninety (90) days from the date the absence began. If it appears that the Senior Citizen will return within a period of time not to exceed an additional ninety (90) days, and upon written request of the Senior Citizen or an authorized person acting for the Senior Citizen, the Board may, in its discretion, allow a Permitted Health Care Resident to remain for a time period longer than ninety (90) days from the date the absence began; and

- B. The absent Senior Citizen, or an authorized person acting for the Senior Citizen, submits a written request to the Board stating that the Senior Citizen desires that the Permitted Health Care Resident be allowed to remain in order to be present when the Senior Citizen returns to reside in the Project.

7. Burden of Proof.

- A. All persons claiming status as a Senior Citizen, Qualified Permanent Resident, or Permitted Health Care Resident have the burden of proving that they meet the qualifications for the applicable status to the satisfaction of the Board and shall certify such status as provided in Section 8, below.
- B. All persons who claim that they provide “primary physical support” or “primary economic support” to the Senior Citizen, and are thus Qualified Permanent Residents under Section 4.B.(ii) above, have the burden of proving that to the satisfaction of the Board.
 - i. Where it is asserted that a particular person provides “primary physical support,” the Senior Citizen or the Senior Citizen’s agent may be required to provide one or both of the following to the Mutual: (1) a statement from the Senior Citizen’s physician, other medical provider, case worker or social worker about the Senior Citizen’s need for physical support, and (2) an explanation of the type and amount of physical support provided to the Senior Citizen and a comparison to the support provided by others and the activities that the Senior Citizen may undertake without assistance.
 - ii. Where it is claimed that a particular person provides “primary economic support,” the Senior Citizen or his or her agent may be required to show that (1) the person claiming Qualified Permanent Resident status has independent means and is able to support himself or herself without financial assistance from the Senior Citizen, and/or (2) the financial support provided to the Senior Citizen by such

person exceeds the income and other financial support independently received by the Senior Citizen.

- iii. Absent satisfactory proof as outlined above, any person claiming Qualified Permanent Resident status based on the provision of “primary physical support” or “primary economic support” to the Senior Citizen will be deemed to be a Permitted Health Care Resident if he or she does not satisfy the requirements of Section 4.B., above.

8. Certification of Status.

A. Qualified Permanent Resident. Where a Unit is occupied by a Qualified Permanent Resident, the Owner or authorized agent of the Owner shall, upon the Mutual’s request, certify to the Mutual, in writing, that such Qualified Permanent Resident in fact meets the definition of "Qualified Permanent Resident" set forth in Section 4.B., above. Such certification shall be supported by reliable documentation acceptable to the Board in its sole discretion, and shall be provided to the Mutual when requested by the Mutual.

B. Verification of Status as Permitted Health Care Resident. Where a Unit is occupied by a Permitted Health Care Resident, the Owner or authorized agent of the Owner shall, upon the Mutual’s request, certify to the Mutual, in writing, that such Permitted Health Care Resident does in fact meet the definition of "Permitted Health Care Resident" set forth in Section 4.C., above. Such certification shall be supported by reliable documentation acceptable to the Board in its sole discretion, and shall be provided to the Mutual when requested by the Board.

9. Age Verification. Each Owner or such Owner’s authorized agent shall certify to the Mutual, in writing, that the Owner’s Unit is or will be occupied in the manner set forth in these Rules. Such certification shall be submitted (i) when or before the Owner

becomes the record Owner of a Unit in the Project, (ii) when or before there is any change in the Residents of the Unit and (iii) at such other times as may be requested by the Mutual. Such certification shall be supported by reliable documentation of the age of each of the Residents of such Unit. The following documents are acceptable as proof of age:

- A. Valid state-issued driver's license or identification card;
- B. Medicare card;
- C. Birth certificate;
- D. Passport;
- E. Immigration card;
- F. Military identification; or
- G. State, local, national or international official documents of comparable reliability containing a birth date.

10. **Continued Occupancy by Qualified Permanent Resident**. Written notice shall be provided to the Mutual by the Owner or Owner's agent within fifteen (15) days of the death or dissolution of marriage, or hospitalization, or other prolonged absence of the Senior Citizen. Notwithstanding the provisions of Section 5, above, upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the Senior Citizen, any Qualified Permanent Resident shall be entitled to continue his or her occupancy of the Unit provided that the Board of Directors determines that such continued occupancy shall not result in less than eighty percent (80%) of the Units being occupied contain at least one Senior Citizen as required by the Federal Act. The provisions of this Section 10 shall not apply to a Permitted Health Care Resident.

11. **Cessation of Disability of Qualified Permanent Residents.** For any Resident who is a Qualified Permanent Resident based on disability (as described in in Section 4.B.(ii), above), whose disabling condition ends, the Board may require the formerly disabled resident to cease residing in the Project upon such Resident's receipt of six months' written notice.
12. **Termination of Occupancy of Qualified Permanent Residents.** Subject to the hearing requirements set forth in this Section 12, the Board may prohibit or terminate the occupancy of any person who is a Qualified Permanent Resident pursuant to Section 4.B.(ii), above (i.e., due to a disability or disabling illness or condition) if the Board finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or safety of others that cannot be ameliorated by means of a reasonable accommodation.
- A. The Board must provide reasonable notice to, and opportunity to be heard which conforms to the requirements of the Bylaws and applicable law, for the Qualified Permanent Resident whose occupancy is being challenged and reasonable notice to the parent or grandparent of that Qualified Permanent Resident.
- B. To preserve privacy, the hearing must be conducted and evidence admitted in a confidential manner pursuant to a closed executive session of the Board. The Board shall give due consideration to the relevant, credible and objective information provided in the hearing.
- C. The affected person(s) shall be entitled to have present at the hearing an attorney or any other person authorized by the affected person(s) to speak on their behalf or assist them in the matter.
13. **Underage Guests.** Underage Guests may temporarily occupy a Unit provided that he or she is a guest of the Qualifying Resident or a Qualifying Permanent Resident

and further provided the temporary occupancy of any one Underage Guest may not exceed a maximum of 75 days in any calendar year. Any Underage Guest of a Qualifying Resident or a Qualifying Permanent Resident who expects to stay for more than twenty-one (21) consecutive days must register at the GRF Administrative Office. Both the Mutual and GRF must acknowledge each registration of such guests.

14. **Publication and Adherence to Policy.** In compliance with the Federal Act, the Mutual shall publish and adhere to this Policy which demonstrates that the Mutual is intended, and operated for, occupancy by Senior Citizens. The Mutual shall also comply with the federal rules and regulations for verification of occupancy adopted pursuant to the Federal Act.

Mutual Responsibility	Owner Responsibility
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**APPENDIX A
MAINTENANCE AND REPAIR GUIDELINES**

Mutual Responsibility	Owner Responsibility
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<p>Appliances: Dishwashers, Refrigerators, Disposals, Ranges, Ovens, Vents, Hoods, Water Heaters, Fireplaces, etc.</p>	
	<p>All appliances are the owner's property; all maintenance and repair is the owner's responsibility.</p>

<p>Carpentry</p>	
<ul style="list-style-type: none"> • Repairs due to building movement • Repair/adjust all original exterior storage area doors (not including locks) <p><u>N.B.</u> All buildings with cement slab floors are subject to a normal amount of expansion and retraction due to weather changes and the passage of time. This movement may cause cabinet doors to stick, closet doors to malfunction and walls to be less than plumb. This type of damage is considered normal wear and tear and the Mutual is not responsible for its repair or maintenance.</p> <p>Significant vertical or lateral building movement caused by foundation failure, ground movement or other similar extraordinary events, may cause damage that the Mutual would be responsible to repair. The Mutual will determine this on a case-by-case basis.</p>	<ul style="list-style-type: none"> • Repair/adjust exterior manor doors, including front entrance doors • Repair/replace doorbell • Repair/replace weather stripping on exterior doors and windows • Repair/replace exterior door locks • Repair/replace interior doors and hardware • Repair/replace windows, window panes and screens • Repair/replace storm doors • 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 • Repairs plaster cracks resulting from drying, shrinkage, etc.

Mutual Responsibility	Owner Responsibility
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Electrical (Wiring and Components)	
<ul style="list-style-type: none"> • Replace exterior and interior circuit breaker panels • Repair/replace exterior duplex outlets, including carports • Repair, reset, tighten, or replace exterior and interior circuit breakers or electrical panels • Repair electrical wiring in walls and attic, including doorbell wiring 	<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

Heating, Ventilating and Air Conditioning Systems	
<p>Repair/replace duct systems in the attic spaces only if damaged during other Mutual-ordered repair or rehabilitation.</p>	<p>Air conditioners, furnaces and heat pumps are the owner’s property; all cleaning, maintenance, adjustments, lubrication, repair and replacement is the owner’s responsibility</p>

Landscaping in the Common Area	
<p>Maintenance of turf areas, ground cover, shrubs, trees, irrigation system and surface drainage</p>	<p>Tree pruning, trimming or removal at request of and for sole benefit of a resident. Requires approval of the Board, affected neighbors and, if required, City of Walnut Creek</p>

Mutual Responsibility	Owner Responsibility
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Painting	
<ul style="list-style-type: none"> • Exterior surfaces of buildings • Outside surface of exterior doors • Interior surfaces of manor damaged by rain leaks in structural components that the Mutual maintains, e.g., roofs • Interior surfaces of manor damaged by building movement 	<ul style="list-style-type: none"> • Inside surface of exterior doors • Interior surfaces of manor <p><u>Note:</u></p> <ul style="list-style-type: none"> • Mutual dictates color palette for exterior surfaces of buildings, including trim and doors • Patio fences will not be painted

Pest Control (Including Termites)	
<ul style="list-style-type: none"> • Interior of buildings to control rodents, ants and other insects • Exterior of buildings, in walls and attics, includes control of weeds, plant diseases, rodents, ants and other insects • Inspection and treatment for wood-eating insects 	<ul style="list-style-type: none"> • Flea infestation due to Resident's or guest's pets • Ant and other insect infestation due to condition of the Resident's Manor (e.g., unsanitary)

Mutual Responsibility	Owner Responsibility
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Plumbing	
<ul style="list-style-type: none"> • Repair leaks or remove stoppages within the wall or attic before the pipe penetrates the surface of the interior wall • 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 	<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, drains, controls or other components used with the bathtub. • Repair/replace kitchen sink, soap dispenser or components • Re-caulk/re-grout bathtub/sink/shower door frames and tracks • Repair/replace water filters

Roofs	
<ul style="list-style-type: none"> • Replacement and repair of roofs • Replacement and repair of gutters and downspouts, except those on alterations for which resident has retained [maintenance] responsibility 	<ul style="list-style-type: none"> • Replacement and repair of alteration roofs, gutters and downspouts for which the resident has retained [maintenance] responsibility