

**WALNUT CREEK MUTUAL THIRTY-NINE  
(Mutual 39)  
RULES AND PROCEDURES**

**APPENDIX A**

**SUPPLEMENTARY INFORMATION**

**March 26, 2019**

WALNUT CREEK MUTUAL THIRTY-NINE (Mutual 39)

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16.3.2 INVESTMENT BANKING RESOLUTION - GENERAL

The Treasurer or Assistant Treasurer of Walnut Creek Mutual Thirty-Nine, Incorporation is authorized and empowered, for and on behalf of the Corporation subject to the approval of the Walnut Creek Mutual Thirty-Nine Board of Directors, to establish and maintain one or more investment accounts with a financial institution for the purposes of investing in either U.S. Government Treasury Bills and Notes, or investment accounts such as Money Market Accounts, Savings Accounts, and/or Certificate of Deposits, as long as these accounts are insured and guaranteed by the Federal Deposit Insurance Corporation.

16.3.3 INVESTMENT BANKING RESOLUTION FOR MECHANICS BANK

The Treasurer of Walnut Creek Mutual Thirty-Nine or the Assistant Treasurer is authorized and empowered, for and on behalf of the Corporation, to establish and maintain one or more investment accounts with The Mechanics Bank for the purpose of investing in U.S. Government Treasury Bills or Notes or in money market funds guaranteed by the U.S. Government only.

The Bank may deal with any and all of the persons empowered by the Resolution, directly or indirectly, as though they were dealing with the Corporation directly. To withdraw funds from any reserve account, two (2) authorized signatures are required, one of whom must be an officer of the Corporation. To withdraw funds from any operating account, one (1) authorized signature of an officer of the Corporation is required.

The Secretary or Assistant Secretary is authorized and empowered to certify, under the seal of the Corporation or otherwise, to the Bank:

- (a) A true copy of this Resolution;
- (b) Specimen signatures of each person empowered by this Resolution; and
- (c) A certificate (which, if required by the Bank, will be supported by an opinion of Corporation's counselor or other counsel satisfactory to the Bank) that the Corporation is duly authorized and existing, that its charter empowers it to transact the business defined by this Resolution, and that no limitation has been imposed upon such powers by Bylaws or otherwise.

The Bank may rely upon any certification given in accordance with this Resolution as continuing fully effective unless and until the Bank shall receive due written notice of a change in, or the rescission of, the authority so evidenced. The dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor will the fact that any person hereby empowered ceases to be an officer of the Corporation or becomes an officer under some other title in any way affect the powers hereby conferred. The failure to supply any specimen signature

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will not invalidate any transaction if the transaction is in accordance with authority actually granted.

In the event of any change in the office or powers or persons hereby empowered, the Secretary Or Assistant Secretary shall certify such changes to the Bank in writing in the manner provided above. This notification, when received, will be adequate both to terminate the powers of the persons therefore authorized, and to empower the persons thereby substituted.

The foregoing resolution and the certificates actually furnished to the Bank by the Secretary or Assistant Secretary of the Corporation pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Bank.

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17.5.0 EXPENDITURES FOR EMERGENCY REPAIRS

Emergencies for which the managing agent may approve expenditures, to stop losses or eliminate hazards, include the following:

17.5.1 CARPENTRY

1. Unsafe conditions, e.g. loose steps, loose handrail
2. Broken stationary window (may be resident billable)

17.5.2 CONTRACT ADMINISTRATOR INSPECTION

1. Fire damage to structures
2. Vehicle accidents affecting structures

17.5.3 LANDSCAPING

1. Removal of dead or damaged tree branches posing a hazard to structures or persons
2. Pest control - potential for immediate damage to property or injury to persons

17.5.4 MECHANICAL/ELECTRICAL

1. Failed walkway lighting
2. Power outages, shorts, shocks, etc.
3. Beeping smoke detectors
4. Gas leaks
5. Elevator inoperable
6. Furnace inoperable (may be resident billable)
7. A/e inoperable (may be resident billable)
8. Unknown source of smoke in unit (may be resident billable)
9. Any hazardous hanging fixture (may be resident billable)
10. Broken garage door springs

17.5.5 MISCELLANEOUS

1. Storm related damage threatening property or persons
2. Tripping or slipping hazards (upon receipt of complaint or incident report)
3. Loose objects, roof tile, fascias, etc. threatening property or persons
4. Plugged dryer vents (may be resident billable)

17.5.6 PLUMBING

1. Sewer system failures (stoppages may be resident billable)
2. Water on floor because of malfunctioning appliance (may be resident billable)
3. Troubleshooting leaks from upper unit, to lower unit
4. Fire sprinklers leaking
5. Broken water pipe (may be resident billable)

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6. Leaking fire hydrant threatening property or persons
7. Storm drains overflowing to street and/or common areas, threatening property or persons
8. 8. Main lateral supply line breaks

17.5.7 ROOFING

1. Interior rain leaks
2. Overflowing gutter

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#### 18.0.0 ENFORCEMENT OF RULES

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##### 18.1. DELINQUENT PAYMENTS AND REFERRAL FOR COLLECTION

Refer to enforcement provisions of Rule 45.0.0 (Assessments Due Date, Delinquent Payments, and Referral for Collection) and the Appendix to Rule 45.0.0. This Section does not apply to late charges, interest, or collection costs related to delinquent assessments.

##### 18.2. OCCUPANT NOT PERMITTED BY RULE 40.0.0

The presence of an occupant who is not a qualifying resident, qualified permanent resident, or permitted health care giver, as defined in Civil Code Section 51.3, or a permitted guest as defined in Rule 40.0.0 (Occupancy) is a violation of that rule, and the owner of the unit is subject to a penalty of \$100 for each day of occupancy commencing ten days after notification by certified mail of the violation and intent to impose the penalty.

##### 18.3 OCCUPANT IN VIOLATION OF LEASING RULES

###### 18.3.1 NO LEASE AGREEMENT ON FILE

The presence of an occupant who has leased a condominium Unit without the approval of Walnut Creek Mutual Thirty-Nine is in violation of Leasing Rule 41.0 and the Owner of the Unit is subject to a penalty of \$100 per day for each day of occupancy commencing ten days after notification by certified mail of the intent to impose the monetary penalty.

###### 18.3.2 LEASE AGREEMENT ON FILE BUT EXPIRED

One month before the expiration of a lease agreement on file with Mutual 39, Mutual 39 will mail a notice to the lessee and the unit owner stating that the lessee must vacate the unit not later than the expiration date of the lease agreement, unless the owner obtains permission from the Mutual President to renew the lease as permitted under Rule 41.0.0. If the unit is not vacated as required, the continued occupancy is a violation of Rule 41.0.0 and the Unit Owner is subject to penalties of \$25 per day for the first 30 days of unauthorized occupancy, and \$100 per day for each additional day of unauthorized occupancy. After notification by certified mail of the intent to impose monetary penalty.

##### 18.4 VIOLATION OF GENERAL RULES GOVERNING PROJECT PARKING

Any Owner/Resident of a Walnut Creek Mutual Thirty-Nine condominium unit who violates the general rules governing the kinds of vehicles that may be parked in a Project as described in Mutual 39 Rule 43.1 the general rules regarding parking in entry roads as described in Mutual 39 Rule 43.1.1 or the general rules regarding parking in driveways as described in Mutual 39 Rule 43.1.6, is subject to a monetary penalty of \$50 per day commencing ten (10) days after notification by certified mail of intent to impose the monetary penalty.

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18.5 VIOLATION OF THE RULE FOR UNRESTRICTED PROJECT PARKING SPACES. Any Owner/resident of a Walnut Creek Mutual Thirty-Nine condominium unit who violates Section 43.1.3 is subject to a monetary penalty of \$50 per day commencing ten (10) days after notification by certified mail of the intent to impose the monetary penalty.

18.6 VIOLATION OF THE RULE FOR RESTRICTED PROJECT PARKING SPACES. 18.6.1

PARKING SPACES POSTED "VISITOR ONLY"

Project parking spaces posted with a sign marked "Visitor Only" are reserved for vehicles or persons visiting an Owner/Resident for a period of less than twenty-four (24) hours. Any vehicle that remains parked for more than twenty-four (24) hours in Visitor Parking at any time, is in violation of Section 43.1.4.1 of Mutual 39 Rules and Procedures Manual and the condominium unit Owner/Resident who is responsible for allowing the violator into Rossmoor is subject to a monetary penalty of \$50 per day commencing ten (10) days after notification by certified mail of intent to impose the monetary penalty.

18.6.2 PARKING SPACES POSTED "GUEST ONLY"

Project parking spaces posted with a sign marked "Guest Only" are reserved for vehicles of persons who are Guests or Visitors of an Owner/Resident. Any Guest or Visitor's vehicle that remains parked for more than seventy-two (72) hours and any Owner/Resident vehicle that is parked in Guest Parking at any time is in violation of Section 43.1.4.2 of Mutual 39 Rules and the condominium Unit Owner/Resident who is responsible for allowing the violator into Rossmoor is subject to a monetary penalty of \$50 per day commencing ten (10) days after notification by certified mail of intent to impose the monetary penalty.

18.7 VIOLATION OF PET RULE

Any Owner/Resident of a Walnut Creek Mutual Thirty-Nine Condominium Unit who violates the Pet Section 71 of the Walnut Creek Mutual Thirty-Nine Rules and Procedures is subject to a monetary penalty of \$50 per day commencing ten days after notification by certified mail of the intent to impose the monetary penalty.

18.8 OBSTRUCTION OF ACCESS TO PROJECT DUMPSTERS

The act of obstructing access to a Project dumpster by parking a vehicle so that the dumpster is bypassed on collection day is a violation of Rule 43.0.0, Parking, and subject to a monetary penalty of \$100 for each offense.



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18.9 VIOLATION OF OWNER-INITIATED ALTERATION PERMIT RULE

Any Owner who initiates an Alteration to his or her condominium Unit in violation of Walnut Creek Mutual Thirty-Nine's Rules and Procedures is subject to a penalty of \$50 for each day following notification to the owner that the Owner is in violation of the Alteration Permit Rule. In addition, work on the alteration will be halted until an Alteration Permit is obtained.

18.10 FEEDING WILD LIFE

Any Owner/Resident who feeds wildlife or domesticated animals outside the condominium unit as outline in Rule 72 is subject to a monetary penalty of \$100 for each incident commencing ten (10) days after notification by certified mail of intent to impose the monetary penalty.

18.11 ENFORCEMENT OF WALNUT CREEK MUTUAL THIRTY-NINE GOVERNING DOCUMENTS

For any other violation of the Walnut Creek Mutual Thirty-Nine Governing Documents, the Board of Directors is authorized to impose a fine not to exceed \$100 per incident following notice and hearing before the Board. For continuing violations, if provided in the Board's Notice of Decision following a disciplinary hearing, a per diem monetary penalty of not more than \$100 per day may be imposed commencing ten (10) days after the initial monetary penalty is imposed.

18.12 CONTINUING VIOLATIONS

For continuing violations of the Walnut Creek Mutual Thirty-Nine Governing Documents, each day that a violation remains uncorrected constitutes a new violation which is subject to an additional monetary penalty as set forth in these Rules.

18.13 DISPOSITION OF COLLECTED PENALTIES

Funds collected by penalty shall be used first to offset any costs, including legal fees, charged against the Project in which the violation occurred, for imposing the penalty, with the remainder, if any, payable to the Mutual 39 general fund.

18.14 DUE PROCESS

No penalty shall be imposed without first affording the accused persons every opportunity for notice and hearing set forth in these rules and in the Civil Code. Each notice of violation shall include a telephone number for access for further information.

18.15 ENFORCEMENT OF MONETARY PENALTY

All reasonable monetary penalties imposed against a Walnut Creek Mutual Thirty-Nine Condominium Owner pursuant to the provisions of the Walnut Creek Mutual Thirty-Nine Governing Documents shall be assessed and charged solely to and against such Owner and such Owner's Unit as a special Assessment.

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As long as California Civil Code Section 1367.1(e) (or comparable superseding statutes) place restrictions upon the Mutual's foreclosure powers, any lien that is based upon one or more such Special Assessments can only be enforceable by the sale of said Unit pursuant to judicial foreclosure. In addition to the lien and foreclosure procedure, the Board may collect any penalties through a small claims court action, a lawsuit in the Superior Court or arbitration (if arbitration is agreed to by the parties).

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23.0.0 RECORD RETENTION

Following are the retention times, keepers, storage places, and storage formats for certain specific records:

WHAT DOCUMENTS	HOW LONG KEPT	WHO'S THE KEEPER	STORAGE PLACE	HARD OR ELECTRONIC
Bidding papers	4 years after completion	MOD	MOD	either
Bids	4 years after completion	MOD	MOD	either
2 <sup>nd</sup> Copy	4 years after completion	MUTUAL	MUTUAL	either
Contracts with warranties	Warranty + 4 years	MOD	MOD	either
2 <sup>nd</sup> Copy	Warranty + 4 years	MUTUAL	MUTUAL	either
Contracts w/o warranties	4 years after completion	MOD	MOD	either
2 <sup>nd</sup> Copy	4 years	MUTUAL	MUTUAL	either
Reserve studies	permanent	MOD	MOD	either
2 <sup>nd</sup> Copy	3 years	Vendor	Vendor	electronic
Annual review of reserve studies	In minutes	MUTUAL	MUTUAL	hard
Legal opinions	permanent	MUTUAL	MUTUAL	either
2 <sup>nd</sup> Copy	permanent	Counsel	Counsel	either
Current building maintenance reports	1 year	MOD	MOD	either
Current landscape maintenance reports	1 year	MOD	MOD	either

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WHAT DOCUMENTS	HOW LONG KEPT	WHO'S THE KEEPER	STORAGE PLACE	HARD OR ELECTRONIC
Work orders - MOD *	4 years after completion	MOD	MOD	either
Work orders - contractors *	4 years after completion	MOD	MOD	either
Reserves work Plans	1 year	MOD	MOD	either
Reserves work done *	4 years after completion	MOD	MOD	either
Superseded rules	Permanent	MUTUAL	MUTUAL	either
2nd Copy	Permanent	MOD	MOD	either
Draft minutes	1 year	MUTUAL	MUTUAL	either
Final minutes	permanent	MUTUAL	MUTUAL	either
2nd Copy	permanent	MOD	MOD	either
Inspection reports Chimney *	permanent	MOD	MOD	either
Buildings *	permanent	MOD	MOD	either
Alterations at sale *	permanent	MOD	MOD	either
Crawl spaces *	permanent	MOD	MOD	either
Other dry rot and termites *	permanent	MOD	MOD	either
Alteration actions and reports *	permanent	MOD	MOD	either

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WHAT DOCUMENTS	HOW LONG KEPT	WHO'S THE KEEPER	STORAGE PLACE	HARD OR ELECTRONIC
Owner complaints and MUTUAL responses	5 years	MOD	MOD	either
2 <sup>nd</sup> Copy	5 years	MUTUAL	MUTUAL	either
MUTUAL complaints and owner responses	5 years to permanent	MOD	MOD	either
2 <sup>nd</sup> Copy	5 years to permanent	MUTUAL	MUTUAL	either
Monthly financial reports	6 years	MOD	MOD	either
Budget papers	permanent	MOD	MOD	either
Audit reports	permanent	MOD	MOD	either
Elections Announcement	5 years	MOD	MOD	either
Petitions	1 year after election	MUTUAL	MUTUAL	either
Mailing list	1 year	MOD	MOD	either
Secretary letter	5 years	MOD	MOD	either
2 <sup>nd</sup> Copy	5 years	MUTUAL	MUTUAL	either
General correspondence	5 years	MUTUAL	MUTUAL	either
2 <sup>nd</sup> Copy	5 years	MOD	MOD	either
Elections Ballots	1 year after election	MUTUAL	MUTUAL	Hard

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WHAT DOCUMENTS	HOW LONG KEPT	WHO'S THE KEEPER	STORAGE PLACE	HARD OR ELECTRONIC
I E certificates	1 year after election	MUTUAL	MUTUAL	either
Publish. Results	1 year after election	GRF	GRF	either
Committee minutes (decisions)	permanent	MUTUAL	MUTUAL	either
2nd Copy	permanent	MOD	MOD	either

\* Signifies documents to be placed in unit or building file.

Where MOD is indicated as the custodian, MOD is responsible for second-copy security.



# WALNUT CREEK MUTUAL THIRTY-NINE (Mutual 39)

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#### 40.0.0 OCCUPANCY OF A MANOR

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Occupancy of a manor is regulated not only by Walnut Creek Mutual Thirty-Nine Board rules but also by the Civil Code, the Agreement Establishing Covenants, Conditions and Restrictions; Golden Rain Foundation bylaws; and Walnut Creek Mutual Thirty-Nine bylaws. These additional regulations are summarized below.

#### THE CIVIL CODE

Section 51.3 of the Civil Code provides that our rules may require one occupant person to be a qualifying resident and every other occupant to be a qualified permanent resident. A qualifying resident is a person 62 years of age or older, or 55 years of age or older in a senior citizen housing development. A qualified permanent resident is a person who was residing with the qualifying resident and who was 45 years of age or older, or a spouse, cohabitant, or person providing primary physical or economic support to the qualifying resident; or a disabled child or grandchild of the qualifying resident or qualified permanent resident.

Section 51.3 of the Civil Code also requires our rules to permit occupancy by permitted health care residents, and temporary residency by guests under the age of 55 years for periods of time not less than 60 days in any year.

#### THE AGREEMENT ESTABLISHING COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WALNUT CREEK MUTUAL THIRTY-NINE.

Part 8A of the Agreement establishing covenants, conditions, and restrictions for Walnut Creek Mutual Thirty-Nine provides that a person may reside in or occupy a manor if that person is:

- (1) A natural person, for whom payment of membership fees and current dues, charges, and assessments of the Foundation are not delinquent and who comply with the By-Laws, Rules and Regulations of the Foundation as they now exist or from time to time are adopted, or
- (2) A member of the immediate family of the person listed above, who may be permitted temporary occupancy by the Foundation under its rules and regulations as they now exist or are from time to time adopted.

#### GOLDEN RAIN FOUNDATION BYLAWS.

Under bylaws Article II Section I(d) a member of the Golden Rain Foundation is one or more natural persons residing in a single manor - one of whom must be at least 55 years of age. Under bylaws Article II Section I (e) a "designated occupant" is any person residing in a condominium Mutual who has been designated by the owner of the manor as an approved occupant, in accordance with the terms and conditions imposed by that Mutual and the Foundation.

#### WALNUT CREEK MUTUAL THIRTY-NINE

"To reside" means to live in a unit for 60 days or more in a calendar year. "Residence" and "resident" are interpreted accordingly.

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45:0.0 ASSESSMENTS DUE DATE, DELINQUENT PAYMENTS AND REFERRAL FOR  
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WALNUT CREEK MUTUAL THIRTY-NINE 2005-2006 DELINQUENT ASSESSMENT  
COLLECTION RULE

1. Regular assessments are due, in advance, on the first day of the month and delinquent if not received, in full, by the Mutual by 5:00 p.m. on the fifteenth day of the month. Special and special individual assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Mutual within fifteen (15) days after it is due. A late charge of 5 percent (5%) of the amount of the delinquent assessment shall be due on any such delinquent assessment.
2. The Mutual is entitled to recover reasonable costs of collecting delinquent assessments including but not limited to reasonable attorneys' fees, late charges, reasonable costs of collection, lien fees and costs and litigation guarantees.
3. At the option of the Mutual, interest shall be due on all such amounts, once due and unpaid for thirty (30) days, at the rate of ten percent (10%) per annum.
4. If any portion of any such assessment or late charge remains unpaid thirty (30) days after the original due date thereof, a demand letter will be prepared and sent to the record owner(s). If any portion of any such assessment or late charge remains unpaid sixty (60) days after the original due date thereof a "Letter of Intent" " which shall include all information required by Civil Code 5660 or comparable superseding statute to file a Notice of Delinquent Assessment ("lien") will be prepared and sent to the record owner(s).
5. The owner has the right to request a meeting with the board as provided in Civil Code Section 5665 to discuss a payment plan for the debt identified in the "Letter of Intent". The board shall meet with the owner within forty-five days of the date of the postmark of the request, so long as the request is made within fifteen days of the postmark of the "Letter of Intent" letter. If there is no regular meeting of the board scheduled within that time period, the board may designate a committee of one or more directors to meet with the owner.
6. All amounts specified in paragraphs 1 and 2 above, and all other assessments and related charges thereafter due to the Mutual, must be paid in full. If the Mutual decides to pursue foreclosure and sale of the unit to recover the amount owing, partial payments of such amount will not be accepted after a Notice of Default has been recorded, and the foreclosure proceeding will continue unless and until payment in full is received.

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45.0.0 ASSESSMENTS DUE DATE, DELINQUENT PAYMENTS AND REFERRAL FOR COLLECTION

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7. If all such amounts have not been received ninety (90) days after the original due date thereof, or thirty (30) days after the mailing of a "Notice of Intent to Lien", whichever is later, a Notice of Delinquent Assessment ("Lien") will be prepared and recorded after a resolution authorizing the recording of the lien has been adopted at a duly noticed open meeting of the Board as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount.

8. If all such amounts have not been received, in full, within thirty (30) days after the recordation of such lien, the Mutual may, to the extent permitted by law, and without further advance notice, proceed to take any and all additional enforcement remedies as the Mutual, in its sole discretion, deems appropriate, including, without limitation non-judicial foreclosure of such lien, judicial foreclosure, or suit for money damages all at the expense of the property owner(s). Foreclosures of the recorded lien will take place only after a resolution has been adopted at an Executive session of the Board.

9. To the extent permitted by law, all payments received by the Mutual, regardless of the amount paid, will be directed to the oldest assessment balances first, until all assessment balances are paid, and then to late Charges, interest, and costs of collection, unless otherwise specified by written agreement.

10. Any check returned by the bank, and any automatic payment withheld by a bank, for insufficient funds, stop payment, or any other reason will be charged back to the unit and a \$25.00 administrative fee plus any bank fees will be assessed to the account. If the account has been turned over to the Mutual's agent for collection and a check is returned the account will be assessed bank fees plus whatever reasonable administrative fee the agent charges.

11. All above-referenced notices will be mailed to the record owner(s) at the last mailing address provided in writing to the Mutual by such owner(s).

12. The owner shall have the right to dispute the assessment debt by submitting a written request for dispute resolution to the Mutual pursuant to the Mutual's informal "meet and confer" program. The owner shall also have the right to request alternative dispute resolution (mediation or arbitration) with a neutral third party pursuant to Civil Code Section 5925 *et seq.* before the Mutual may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Mutual intends to initiate a judicial foreclosure. The owner shall be required to pay one-half of the fees of any mediator or arbitrator used for this purpose.

13. The Board of Directors may waive any part of this rule on a case-by-case basis, except to the extent the procedures described above are required by California law.

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ATTACHMENT 1  
COLLECTIONS PROCESS Regular (Coupon) and Special Assessments (per Appendix A para. 45.3.0)

	Day 0	Day 15	Day 30	Day 60	Day 90	Day 120	Day 150
Invoice is Sent	1 <sup>st</sup> Day of Month Debt Is Due	Debt Is Declared Delinquent	Demand letter Is Sent	Letter of Intent to File Lien Is Sent	Notice of Delinquency II Sent & Lien Is Recorded	Board May Pursue Additional Remedies (Small Claims Or Superior Court)	Board May Pursue Additional Remedies (Small Claims Or Superior Court)
		late Charge of 5% Is Imposed	Interest of 10% Per Annum II Imposed	Board authorizes lien		Board Authorizes Referral of Debt To the Court	Small Claims filed by M39 Administrator Superior Court filing by Legal Firm
Responsibility >>>	Assistant Controller	Assistant Controller	Assistant Controller	Collection Agency	Collection Agency	Director M39 Board	M39 Administrator or legal Firm

Owner Billable - PROPOSED (Modelled on Appendix A para. 45.3.0)

Event Occurs	Owner Signs Work Order	Work Is Completed By MOD	Invoice Is Sent (Owner Billable Confirmation letter and Invoice) See item 3 below for processing details	In Day of Month Debt Is Due	Day 15 Debt Is Declared Delinquent	Day 30 Demand letter I.; Sent	Day 90 Late Charge of 5% Is Imposed	Day 120 Interest of 10% Per Annum Is Imposed	Day 270 Board May Pursue Additional Remedies (Small Claims Or Superior Court)
	Other Affected Owners Are Notified		MOD Supports Owner in Filing Insurance Claim			Letter Indicates Additional Fees To Be Imposed	Board Authorizes Referral of Debt To The Court		Small Claims filed By M39 Administrator Superior Court filing by Legal firm
Responsibility >>>	MOD/ Owner	MOD	Assistant; Controller	MOD	Assistant Controller	Assistant Controller	Assistant Controller	Assistant Controller	M39 Administrator or Legal Firm

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48.0.0 GENERAL MAINTENANCE AND REPAIR INFORMATION

Walnut Creek Mutual Thirty-Nine (Mutual 39 or M39) contracts with the Golden Rain Foundation (GRF) Mutual Operations Department (MOD) to provide certain specific maintenance services. These services are funded by the monthly coupon payments credited to the individual Projects. Additional services can be provided to the owners by GRF/MOD on a billable basis. Generally, any owner has the option of using these services and paying GRF/MOD for them or contracting with outside licensed vendors to do the work.

A variety of repair and maintenance activities could occur in and around a manor. It is desirable for each resident to understand who will be responsible for payment of any service that might be requested: the owner or the Project.

To enable you to understand the repair and maintenance services that will be paid for by the Project, the Mutual 39 Board has adopted the following rules. All repairs and services not included in the following rules are the responsibility of the owner.

GRF-MUTUAL OPERATIONS DIVISION CHARGE .....2  
LABOR CHARGES .....2  
MATERIAL CHARGES .....2  
RESPONSIBILITY FOR PAYMENT .....2  
ALTERATIONS .....2  
DIFFERENCES OF OPINION .....2

A.CARPENTRY ..... 3  
B.ELECTRICAL ..... 3  
C.FIREPLACE ..... 3  
D.LANDSCAPING - COMMON AREAS ..... 3  
E.PAINTING ..... 3  
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48.0.0 GENERAL MAINTENANCE AND REPAIR INFORMATION

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#### GRF-MUTUAL OPERATIONS DIVISION CHARGES

##### Labor Charge

The hourly rate for each employee working on a job will be calculated from the time of arrival of the employee at the manor or place of work until departure. This includes all labor costs including overhead. The labor charge is based on current costs. These are reviewed regularly and adjusted when necessary to recover costs of providing services. A premium will be assessed for work performed after hours and on weekends. Current charges can be obtained by telephoning the Mutual Operations Work Order Desk at 988-7650.

##### Material Charges

Materials required to do the job are charged in addition to labor charges.

##### Alterations

Alterations to a Unit's building structure covered by an approved Alteration Permit and with the required City of Walnut Creek Building Permits will be maintained by the Project commencing with the next scheduled rehabilitation of the building and thereafter. However, the maintenance of portions of the alteration other than the structure (i.e.) skylights, solar tubes and windows) are the responsibility of the owner.

##### Project Responsibility

The Projects are responsible for maintaining and repairing the common property. Common property, or more properly common area, is defined in Mutual 39's bylaws as all property not a part of a unit. In addition, the Projects are responsible for repairing any damage resulting from a failure to maintain the common property. Such failures might include a leaking roof or a broken water supply line. The following sections comprise the details of the Projects' responsibilities with respect to maintenance and repair.

##### Differences of Opinion

Order desk personnel will advise the residents at the time orders are taken that the work "may be billable" to them. The serviceperson at the job site will advise the resident before commencing work if the work is billable to the resident. If the resident elects not to have the work performed, there will be a minimum service charge for which the resident will be billed.

In the event there is a difference of opinion between the serviceperson and the resident regarding cost of service or whether the item is the resident's responsibility, the serviceperson will not commence the work, but will note "resident refused work" on the work order and indicate the work order as completed. The work order will be processed as usual and the serviceperson's time billed as described under Labor Charge above.

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MAINTENANCE and REPAIRS (after warranty expires)

A. CARPENTRY

1. Repair/replace all original structural parts of buildings
2. Repair/replace weather stripping on originally installed exterior doors and base of garage doors.
3. Repair or replace garage doors and hardware (excluding automatic garage door openers, and keys).
4. Repair/replace mailboxes (including locks but excluding nameplates or keys).

B. ELECTRICAL (Wiring and Components)-

1. Maintain electrical service from the meter to all electrical outlets and developer- installed switches and jacks as well as permanently installed appliances.
2. Repair/Replace original or project-installed exterior outlets and cover plates (including carports).
3. Repair circuit breakers or electrical panels-exterior and interior.
4. Repair short circuits of original wiring in walls (including doorbell wiring).
5. Repair/Replace exterior lighting fixtures controlled by an interior switch.

C. FIREPLACE

1. Repair/Replace spark arresters.

D. LANDSCAPING-COMMON AREAS

1. Maintain turf areas, ground covers, shrubs, and trees.
2. Prune or trim trees as recommended by staff for health or safety and authorized by director.
3. Remove dead or diseased trees or trees presenting a safety hazard to the buildings or walkways.
4. Improve existing landscaping as authorized by director.

E. PAINTING

1. Paint exterior surfaces of buildings and other common area assets
2. Paint outside surface of exterior manor and garage doors (if not inside enclosed area) including front doors of standard color as part of routine maintenance

F PEST CONTROL (INCLUDING TERMITES)

1. Control animal and insect pests within the common area.
2. Control insect pests (termites and ants) and remove animal pests such as rodents, snakes, and birds from interior of buildings.



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G. PLUMBING

- 1 \_ Repair leaks or clear drain lines after the lines exit the perimeter of the unit.

Note: Repeated offenders will be penalized per Rule 18.7.0

2. Repair leaks within concrete slab floors
3. Repair/Replace outside faucets (except alterations).
4. Repair, replace, adjust building water pressure regulator.
5. Remove debris from water supply lines.
6. Install relief valves ("beehives") in waste line.

H. ROOFS

1. Repair and replace roofs, gutters, and downspouts as necessary.
2. Clean gutters and downspouts at least annually and additionally as needed

I. SMOKE DETECTORS AND OTHER FIRE DETECTION SYSTEMS

1. Replace smoke alarm and carbon monoxide batteries annually or as required  
*Note: This service will be performed between January 1 and March 31. Other calls for battery replacement, except for battery failure, will be billed to resident.*
2. Inspect and repair sprinkler systems, alarms and annunciator panels.

J. TELEPHONE WIRING

1. For all telephone problems, contact your telephone service provider.

L. TELEVISION CABLE

FOR ALL TELEVISION CABLE PROBLEMS, CONTACT COMCAST (1-800-407-2997).  
MAY BE BILLABLE TO RESIDENT.

# WALNUT CREEK MUTUAL THIRTY-NINE (Mutual 39)

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#### 49.0.0 INSPECTIONS

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Sellers of manors and Walnut Creek Mutual Thirty-Nine (Mutual 39) each have responsibilities to correct problems or defects that may be discovered in an inspection at the time of resale.

Manor owners are responsible for maintaining the interior of their manors as defined in the CC&Rs and in the Mutual rules.

Mutual 39 is responsible for maintaining and repairing all common areas, as defined in Rule 0.3.0, Part II D. The costs of all such maintenance and repair work are borne by the Mutual.

If a present or previous owner of the manor has made permitted alterations, such as enclosing a balcony or finishing a loft area, the owner has agreed to maintain such alterations as a condition for the issuance of an alteration permit.

If a present or previous owner has made an alteration without permission from Mutual 39, the alteration must be removed unless the owner obtains and complies with the conditions of a Mutual 39 permit for the alteration.

A new buyer accepts responsibility for the maintenance of building alterations. Simply put, the current owner has responsibility for maintaining all alterations to the original structure.

Buyers and sellers may initiate building inspections at the time of resale. Such inspections may include areas that are the responsibility of the owner of the manor, i.e., interior of the manor and owner alterations. Other inspections may include areas that are not only the responsibility of the owners but also areas that are the responsibility of Mutual 39. If such an inspection reveals problems that are Mutual 39's responsibility, those problems will be corrected in accordance with established rules.

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51.0.0 ALTERATIONS - OWNER-INITIATED GENERALLY

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#### A. SEQUENCE OF ACTIONS

1. OWNER'S APPLICATION

The owner submits an application to the managing agent (MOD), and MOD advises the applicant about needs for supporting documentation.

2. MUTUAL 39 PRESIDENT'S REVIEW AND APPROVAL

MOD shall bring any application for a permit for new work to the attention of the Mutual 39 President before submittal to the Mutual 39 Alteration Permit Application Review Committee or being processed further by staff. If the Mutual 39 President does not disapprove the application, it may go forward subject to the rules stated below. If the Mutual 39 President disapproves the application, the President should confer with the applicant and MOD about modifications that might make the application acceptable. A director may review a permit application again at any stage of the permit process. When an office of President is vacant, or when the president is away from Rossmoor for 7 days or more, the vice president may act in place of the President.

3. NEIGHBORS' ACCEPTANCE

If affected neighbors refuse to agree to the proposed alteration, the file is closed, subject to a right of the applicant to appeal, in writing, to the Board.

4. BOARD REVIEW AND APPROVAL

A committee of the Board, the Alteration Permit Application Review Committee, shall review all applications. The committee is empowered to approve applications on behalf of the Board, but the committee must obtain the Board's permission to disapprove an application. If the Board agrees to a proposed disapproval, the Secretary shall explain the reason for the disapproval in writing to the applicant.

5. CITY OF WALNUT CREEK PERMITS

The owner is responsible for obtaining all necessary City of Walnut Creek permits.

6. MOD PERMITS

After all of the foregoing requirements have been met, MOD will issue the permit, as modified, for which the owner applied.

#### B. CHANGES

If there is a change in the proposed alteration, the change shall be brought to the attention of the Mutual 39 President and the affected neighbors for approval. If there is a change after the permit is issued, it shall be subject to the full approval process, including Mutual 39 Alteration Permit Application Review Committee approval where applicable.

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51.0.0 ALTERATIONS - OWNER-INITIATED GENERALLY

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C. DISTRIBUTION OF ALTERATION PERMITS AND NEIGHBORS ACCEPTANCES

MOD will provide a copy of the alteration permit to the owner of the altered property. The owner will disclose the permit to any potential buyer of the altered property. MOD will provide the owner of the altered property with a copy of the neighbors' acceptance form, where applicable, for each neighbor who signed the approval form. The owner shall distribute the form to each neighbor who has signed it. The form shall include a statement that the information must be disclosed to potential buyers of the neighbors' own units.

D. PERMIT APPLICATIONS FOR EXISTING UNAUTHORIZED ALTERATIONS.

1. NOTICE TO OWNER.

Promptly upon determining that an existing alteration is unauthorized, MOD shall notify the owner and indicate what actions the owner must take to correct the record. The owner must be informed that the remedy for the unauthorized alteration may be the removal of or change in the alteration. In no event will the owner be advised to obtain a City of Walnut Creek for an unauthorized alteration until the necessary remedy is determined and conveyed to the owner.

2. PERMIT PROCEDURE

If MOD determines that a permit is required, the owner shall apply for an alteration permit. The application shall then be processed in the sequence set forth in parts A-C above.

E. PROCESSING TIME FOR ALTERATION PERMIT APPLICATIONS.

Civil Code 1378(a)(1) requires Mutual 39 to provide a fair, reasonable, and expeditious procedure for making its decisions on proposed changes in an owner's separate interest or in the common area. The procedure shall provide for prompt deadlines and state the maximum time for response to an application or a request for reconsideration by the Board. Following are the maximum times for the steps in processing that require action by a director, a committee of the Board, or the Board, on a complete and unchanged alteration permit application:

1. DIRECTOR'S INITIAL AND SUBSEQUENT ACTIONS:

a. Seven days from initial or subsequent receipt of the application by the director, to approval and forwarding for further action.

b. Fourteen days from receipt of the application by the director, to approval and forwarding for further action, if the applicant and the director must first confer.

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2. Board action on appeal from neighbor's disapproval (if required): On the day of the next regular Board meeting following receipt of the appeal by the Board, or seven days from receipt of the appeal by a committee (appointed by the Board for the purpose), to decision and forwarding for further action.

3. Alteration Permit Application Review Committee action on permit applications:

- a. Seven days from receipt of the completed application by the committee, to approval and forwarding for further action.
- b. On the day of the next regular Board meeting following notice to the Board of disapproval by the committee, for decision and forwarding for further action.

Mutual 39 does not control additional time taken by the applicant to prepare the permit application or obtain required approvals by neighbors or obtain City permits, or the time taken by the alterations office at MOD to process applications following actions by Mutual 39, except that, pursuant to the CC&Rs, approval of an application is deemed granted if the Alteration Permit Application Review Committee fails to act within 30 days after their receipt of the completed application.

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##### 56.0.0 ALTERATIONS - OWNER-INITIATED PRIVATE GARDENS

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Owners should obtain an Owner Maintained Garden Permit Application from the MOD office and submit the completed application to the Landscape Supervisor for review and approval. When the applicant and the Landscape Supervisor agree on the garden to be permitted the Supervisor will designate the neighbor approval(s) required. When the applicant obtains the required neighbor approval(s) the applicant will submit the permit application to the Project Landscape Representative and Mutual 39 President for their approval. The application will then be submitted to the Mutual 39 Landscape Committee for their review and approval.

An owner may appeal a denied permit application to the Mutual 39 Board by writing to the Mutual 39 President. The Mutual 39 Board decision is final.

##### 56.1.0 PROCEDURE TO MODIFY LANDSCAPING THAT DOES NOT REQUIRE A PERMIT

If an owner or group of owners wishes to improve the existing landscaping, at their expense, in a manner acceptable to regular Project maintenance, they should contact the Landscape Supervisor. When the owner(s) and the Landscape Supervisor agree on the proposed modification the Supervisor will obtain a cost estimate from one of the landscape contractors servicing Rossmoor. If the owner(s) wish to use another contractor, they must provide the contractor's license number and any insurance certificates required by Mutual 39 and GRF. When the owner(s), contractor and Landscape Supervisor are in agreement on the work to be done, the Landscape Supervisor will write the owners approving the improvements, with a copy to the Mutual 39 President and the Mutual 39 Landscape Committee.

Any financial arrangements will be between the owner(s) and the contractor, and it will be the owner's responsibility to see that the improvements are completed properly and paid for.

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56.0.0 ALTERATIONS -OWNER-INITIATED PRIVATE GARDENS

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APPLICATION OWNER MAINTAINED GARDEN PERMIT

Please attach a sketch and description of the proposed garden. Show the location of the garden relative to your building.

Owner Name \_\_\_\_\_

Address \_\_\_\_\_ Entry # \_\_\_\_\_

I have read and fully understand Owner Maintained Garden Rule 56.0.0. If granted an Owner Maintained Garden Permit I will abide by its terms and conditions.

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Approvals:

Landscape Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Neighbors Names	Signatures	Addresses	Dates
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Landscape Representative \_\_\_\_\_

Signature Date

Director: \_\_\_\_\_

Signature Date

Mutual 39 Landscape Committee \_\_\_\_\_

Signature Date

If additional neighbor approvals are required, please attach separate sheet.

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62.0.0 ALTERATIONS -Owner requested REMOVAL OR TRIMMING OF TREES Page 1 of 1

WALNUT CREEK MUTUAL THIRTY-NINE TREE REMOVAL OR TRIMMING REQUEST

Applicant please fill in Section A, then forward the form to the Landscape Supervisor, Walnut Creek Mutual Thirty-Nine, at the Mutual Operations Division, at 800 Rockview Drive, Rossmoor

A.

Date of Request \_\_\_\_\_

Name of applicant \_\_\_\_\_

Name of Owner, if not applicant \_\_\_\_\_

Tree location \_\_\_\_\_

Request is for  Removal  Trimming

Reason for request

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner signature \_\_\_\_\_

B. Landscape Supervisor action \_\_\_\_\_

C. Neighbors opinions

Address \_\_\_\_\_ Signature \_\_\_\_\_  Approve  Disapprove

Address \_\_\_\_\_ Signature \_\_\_\_\_  Approve  Disapprove

Address \_\_\_\_\_ Signature \_\_\_\_\_  Approve  Disapprove

Address \_\_\_\_\_ Signature \_\_\_\_\_  Approve  Disapprove

D. Landscape Representative recommendation \_\_\_\_\_

E. President's action \_\_\_\_\_



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Neighbors, Landscape Representative, and Mutual 39 President please sign and date your entries. Please state any reason for disapproval on the reverse side. Also use the reverse side for any additional neighbor opinions.

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#### 91.0.0 WORK SITE RULES FOR CONTRACTORS

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The following rules apply to contractors, including self-employed contractors, and other service providers working in Walnut Creek Mutual Thirty-Nine Projects. Any Owner who intends to hire a contractor or friend or relative for work in the manor must make the person aware of these rules before the person submits an estimate for a job.

#### A. CONTRACTOR REQUIREMENTS

1. Contractors hired to perform work for a Mutual Corporation or GRF: refrain from discussing your work with the residents or others. You must take your directions only from the individual(s) who hired you for the work. If a resident wants to discuss your scope of work, findings, or other matters related to the project, direct the resident to the Contract Administrator who hired you.
2. Contractors and their employees must wear clothing identifying the contracting firm or wear an identification badge while on the job.
3. Golden Rain Foundation and Walnut Creek Mutual Thirty-Nine facilities such as lunchrooms and toilets are not available to contractors.
4. Contractors working in the common area of a Project must have proof of the following on file with Golden Rain Foundation's Mutual Operations Division:
  - a. Current Walnut Creek business license.
  - b. Current California contractors license with expiration date.
  - c. Current personal liability insurance in amounts appropriate to the type and scope of the work.

Note: A list of contractors who have already filed the necessary documents to do additions and alterations in Walnut Creek Mutual Thirty-Nine is available from the Mutual Operations Division. The list is not a recommendation and the contractors are neither affiliated with, nor endorsed by, Walnut Creek Mutual Thirty-Nine or the Mutual Operations Division.

#### B. CONTRACTOR DUTIES AND LIABILITIES

1. Contractors are responsible for compliance with all environmental rules and requirements, especially those pertaining to generation, removal, or dumping of hazardous waste.
2. Contractors shall report any defective conditions they find to the Mutual Operations Division. Safety concerns must be reported immediately.
3. Contractors will take care not to crush or destroy any plants or lawn when laying tarps or equipment directly on any landscaped areas.

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91.0.0 WORK SITE RULES FOR CONTRACTORS Page 2 of 3

C. NOISE CONTROL

1. Contractors shall notify all affected residents about the work schedule at least weekly and what impact the work might have, particularly vibrations that shake ceilings, walls, and air space of adjacent manors.
2. Contractors may not operate radios or other sound equipment that will be audible outdoors or in adjacent manors.

D. Interruption of utilities.

1. Contractors may not interrupt building utilities without notifying the Mutual Operations Division and residents of all affected manors in advance.
2. The contractors shall notify Golden Rain Foundation's Public Safety Department if notice cannot be given because the residents cannot be contacted.

E. WORKING HOURS

Except in emergencies, the standard and expanded permitted hours of work are:

	Standard	Expanded *
Monday - Friday	8:00 AM - 4:30 PM	7:30 AM - 5:00 PM
Saturday **	9:00 AM - 4:30 PM	8:30 AM - 5:00 PM
Sunday, Holidays	No Construction	No Construction

\*Contracts and change orders may specify expanded hours when deemed necessary by MOD and the Mutual 39 President for .

\*\*Saturday work under City of Walnut Creek permit requires a special permit from the City.

F. PARKING

1. Contractors and their employees may not park personal vehicles in entry visitor spaces.
2. Contractors and their employees must not park vehicles and equipment in Rossmoor overnight.
3. Vehicles and equipment must not be parked in a red curb area or other restricted parking area, or so as to block access to a carport, garage, laundry room, dumpster enclosure, or sidewalk.
4. Contractors and their employees should be aware that Rossmoor's named streets are subject to all city and state vehicle regulations.

G. STORAGE OF PROPERTY

1. Contractors' equipment and materials may not be stored in carports overnight.
2. Contractors' waste may not be stored in residents' dumpsters pending disposal.
3. Contractors' equipment and materials may not be stored so as to block walkways and stairways.

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91.0.0 WORK SITE RULES FOR CONTRACTORS

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H. CLEANUP

1. Contractors are responsible to ensure the jobsite is cleaned up and safe at the end of each working day. Loose nails and other fasteners lying outdoors shall be picked up daily.
2. Contractors may not wash trucks or equipment in Rossmoor.
3. Contractors may not use Project dumpsters.
4. Under no circumstances shall contractors dump hazardous materials, oil, batteries, paint, etc. in the dumpsters or anywhere else in Rossmoor.
5. Contractors may not scavenge inside the dumpsters.