

WALNUT CREEK MUTUAL FORTY-EIGHT

PO Box 2070, Walnut Creek, CA 94595

MUTUAL POLICIES

- 48 -

Mutual policies help us:

- Protect and maintain Mutual property
- Do business in an orderly manner
- Meet the requirements of laws governing condominiums
- Take advantage of our experiences
- Preserve the value of your investment
- Make living in Mutual Forty-Eight more enjoyable

Members are invited to share their views about policies.

Please keep in mind that the agent who sold you your manor represents a sales broker but cannot promise for the Mutual to provide services.

09/20/17

Walnut Creek Mutual Forty-Eight Policies and Procedures

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.

Last updated: 09/20/17

WALNUT CREEK MUTUAL FORTY-EIGHT

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POLICY 01

ALTERATIONS

Approved August 13, 1997; revised 6/12/02 and 8/11/04

No work shall commence before necessary approvals are obtained.

A member must obtain an approved Alteration Permit before commencing or causing work to commence that affects Mutual property in any manner.

A permit requires an Alteration Application first be approved, as applicable, by the Architectural Control Committee, and then by a Mutual Director. Applications are available at Mutual Operations Division, 800 Rockview Dr., phone 988-7660.

Permits are required to install, replace or repair any material or covering on balcony decks.

Permits are not allowed to install or have wood or other hard surfaces on floors of upper level manors in living/dining rooms or bedrooms and their connecting hallways.

The board may consider a permit to change the surface in a kitchen, bathroom or an entry hall of an upper level manor if the work includes an acceptable sound control system.

A Member who causes an alteration or repair to be made without a permit, or acquires a manor where changes have been made without a permit, may be required to obtain a permit and remove or modify the alteration and repair any related damage to Mutual property at the Member's own expense.

When a member, or a successor, wants to transfer a membership, the Mutual requires a Transfer Inspection. The manor is inspected for alterations or damage to Mutual property. A permit is required to make any corrections.

The permit process and remedial work could delay the resale or transfer of a manor. See Policy 14, Transfer Report.

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POLICY 01-B

ALTERATIONS, MUTUAL APPROVED

Approved June 11, 2003; Revised April 9, 2008

Mutual approval granted for certain standard alterations.

According to Policy 01, alterations, a member must obtain an approved Alteration Permit before commencing work that affects Mutual property in any manner.

As a matter of practicality, the Mutual recognized from experience that certain work doesn't adversely affect Mutual property and, therefore grants approval of Alteration Applications for certain standard work.

An Alteration Application for **standard alterations** may not include other items that require Mutual approval. For non-standard work items use a separate application.

STANDARD ITEMS APPROVED BY THE MUTUAL:

Bathroom remodel – tub to shower, cabinets, countertops, fixtures, floor covering

Electrical circuits/outlets, etc.

Door Screens anchored to wood jambs.

HVAC

Kitchen remodel – Appliances, cabinets, countertops, fixtures.

Window glazing.

NOTE:

When ownership or residency is to be transferred, a manor is inspected for alterations or damage to Mutual property. A permit is required to make any corrections. **See Policy 14.**

WALNUT CREEK MUTUAL FORTY-EIGHT

POLICY 02

BOARD MEETINGS & COMMITTEES

Approved September 10, 1997; revised June 12, 2002; revised June 19, 2013

The Board of Directors shall conduct regular meetings on the third Wednesday of each month at 2:00 PM in the Conference Room, Mutual Operations Offices, 800 Rockview Dr., Walnut Creek, California.

Regular Board meetings are open to all members. Minutes of Board Meetings are available for all Mutual Members to read at the Board Office, Gateway Complex.

The Board shall conduct an Annual Meeting of Mutual Members in the month of April. Annual Meeting date, time and place will be announced in the Rossmoor News.

An organizational meeting is held immediately following the Annual Meeting of Mutual Members for the Board to elect its officers.

Minutes of the Annual Meeting shall be considered for approval at the Board's next regular meeting. Following approval of the minutes, they will be posted within 30 days on the Rossmoor.com website.

The Board will conduct a Special Meeting of Mutual Members in the month of October to discuss the budget for the coming year.

The Board shall establish four standing committees: Building Maintenance, Emergency Preparedness, Hospitality and Landscape Maintenance. Subject to board approval, the president appoints committee chairpersons.

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POLICY 03

BUILDING MAINTENANCE

Approved 11/10/99, revised 8/13/03, revised 10/22/08, revised 11/25/12, revised 01/16/13

Members are responsible for damage to Mutual property or adjacent manors resulting from their abuse, neglect or unauthorized alterations of common area.

Structures and Exteriors

Members may not alter, paint or otherwise apply material to building exteriors or structure without specific written permission from the Mutual. Members must first apply for and receive a permit to install or fasten anything that penetrates or affects Mutual property. A permit is required to repair or remove an existing alteration.

Doors and Windows

Members are responsible for maintenance of their doors and windows including glazing, locks, hinges, tracks, weather stripping, screens and other hardware.

Members may replace front doors with one of a different design subject to a Board approved Alteration Agreement; The Mutual will not maintain the exterior of doors so approved.

The Mutual maintains garage door panels but not door hardware or operator.

Decks and Walkways

Private patios and balconies, which are Exclusive Use Common Areas, shall be maintained and repaired by the Mutual. Alterations to these areas such as tile placement, acrylic surfaces, etc. may be allowed upon Board approval through the alteration permit process. Such modifications will be at member expense and members will be responsible for the total maintenance of the private patio or balcony, including the surface and support system, following the alteration. Members are responsible for stains or damage resulting from placing plants or other items on their decks and patios.

The Mutual does not maintain walkways adjacent to a manor where the member places plants or other personal property.

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POLICY 04

COMPLIANCE WITH LEGISLATION

Approved June 12, 2002

The Board shall maintain and practice policies consistent with and that comply with legislation and regulation enacted by government bodies to control operation of Common Interest Developments and Senior Housing Developments.

A file of policies as legislated for Senior Housing Residency Restrictions are held under separate cover; those policies shall be observed where they apply to the Mutual's operation.

From time to time, government bodies change regulations or create new ones. For that reason, in cases where Mutual policy conflicts with regulatory requirements of government bodies the latter shall control.

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POLICY 05

DELINQUENT ASSESSMENTS

Approved August 13, 1997; revised 6/12/02

Coupon Assessments are due on the first day of the month designated.

Payments may be made by mail or by depositing in drop boxes at the Gateway Complex .

The Mutual sends statements only to delinquent accounts.

Assessments become delinquent if they are due and not posted to the Mutual account by the next working day after the 15th of the month.

A delinquent assessment incurs a \$20.00 late charge.

Where interest is applicable, the rate shall be 10% per annum.

The Mutual generally does not waive late charges, interest or other charges. Members seeking exception from penalties must address their request to the board in writing.

The Mutual considers accounts overdue by 90 days to be in default and may enforce collection in the manner prescribed by the California Civil Code.

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The Mutual Board recommends that members pay assessments by electronic transfer from their bank. Transfers are convenient for the payer and a cost saving to operations.

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POLICY 06

EXTRA GARAGE ASSESSMENT

Approved July 12, 2000; revised June 12, 2002

The Mutual contains sixteen (16) garages that are named Extra Garages because they are spaces not assigned to any manor in the original Condominium Plan.

Each right to exclusive use of an extra garage was sold to a Mutual Member and is separate from the member's ownership of a manor. The rights were deeded and recorded.

An owner of an Extra Garage Right may sell the right to a purchaser of their manor or any other Mutual Member who shall then record a new deed to the right.

The Assessment Process

Mutual CC&Rs provide that owners of Extra Garage Rights contribute toward garage maintenance by an annual special assessment. The first assessment on Extra Garages was set at \$100.00 with provision that it would increase at the approximate rate of inflation.

The annual assessment on Extra Garages shall be determined by the Mutual Board of Directors and posted in each annual budget as additional Revenue.

Each year, in February, the Accounting Office shall notify owners of Extra Garages the amount of that year's assessment due March 1 and payable before April 1.

Delinquencies

Within 15 days after April 1, the Accounting Office shall report to the Mutual Treasurer the names of any owners then delinquent.

If a delinquency occurs, the accounting office shall request the Board of Directors to determine the appropriate action for collection.

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POLICY 07

INSURANCE

Approved August 13, 1997; revised June 12, 2002

Mutual Forty-Eight shall participate in an agreement with the other Mutuals managed by the GRF Mutual Operations Division to share part of a loss deductible expense. The agreement is limited to fire or casualty loss of real property insured under a master insurance policy and does not apply to settlements from earthquake insurance.

The Mutual that experiences the loss pays the first \$10,000 of a maximum \$100,000 deductible and thereafter all Mutuals share the remaining deductible cost on a per-manor basis.

Mutual Forty-Eight authorizes the Director of MOD, the Mutual's managing agent, to withdraw funds from the Mutual's Insurance Deductible Account to fulfill Mutual Forty-Eight's share of the deductible for which the Mutual is responsible under this resolution.

The Mutual, consistent with the practice of all Mutuals, will settle liability claims for any property loss of less than \$500 without placing a claim against the liability insurance of the master policy; this practice is followed with the intention to promote favorable insurance premiums.

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POLICY 08

INVESTMENT OF FUNDS

Approved August 13, 1997; revised October 24, 2001

Mutual funds not held for day-to-day expenses shall be managed jointly by the Mutual's Treasurer and the Mutual's Assistant Treasurer and invested in the name of Walnut Creek Mutual Forty-Eight in either separate bank accounts that are insured by the U.S. Government or invested in U.S. Treasury securities.

Deposit accounts holding replacement reserve funds shall have titles distinctive from those accounts holding Mutual operating funds.

Interest income or bank handling expense from all accounts, including both operating and reserve, shall be credited to the Replacement Reserve Fund.

Income taxes on interest deposited to the reserve account shall be paid from that account.

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POLICY 09

LANDSCAPING

Adopted August 13, 1997; Revised June 12, 2002; Revised September 20, 2017

The Mutual owns and maintains all common area landscaping. Installation and maintenance of landscaping shall be done in accord with Mutual approved landscaping practices.

A Member who wants changes to landscaping shall apply to the Mutual Landscape Chairman who will review with the Landscape Manager-Rossmoor. Any changes must be in accord with approved landscaping practices and within budget parameters.

No private gardens may be planted in Mutual 48. Any existing private garden will return to the Mutual when a manor is sold or membership is transferred. An inspection of the garden will be done by the Landscape Manager-Rossmoor to determine charges for restoring the garden to blend with the common area landscaping. The cost of the conversion will be borne by the selling Member or estate of the Member. Those charges will be held in escrow and paid to the Mutual when escrow closes. The Rossmoor Landscape Department will do the restoration work; work may not be performed by the seller or buyer.

No fence or other restriction may be placed on common area. No furniture or decorations may be placed on common area without Board approval.

Tree work must adhere to I.S.A. standards and work will be done by Rossmoor hired contractors. Any requests for trimming for view, if approved, will be paid for by resident.

Members may place landscape items on an exclusive use common area such as the manor's balcony; however, the Member shall be financially responsible for any resulting damage to Mutual property.

Landscape in common area will be regularly inspected to ensure the landscaping is in good condition with proper irrigation and drainage and in accordance with approved landscape practices. The Mutual may require that unapproved items be removed.

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POLICY 10

PARKING & STORAGE

Approved August 13, 1997, revised May 8, 2002, revised April 13, 2011

Trailers, campers, RVs, trucks and commercial vehicles may not be parked on Mutual streets or in Mutual parking areas, except to load or unload cargo, without the express permission from any director of the Mutual Board.

Parking areas are intended for the convenience of guests and necessary use by service vehicles.

Vehicles parked in open parking spaces and not moved in a 72 hour period shall be considered to be stored and subject to Article II, Section 2 of Mutual CC&Rs which prohibits storage of personal property in common areas without express permission from the Mutual Board of Directors.

Members should not use guest parking spaces for garaging or in a way that diminishes their intended use.

Carports are for parking autos and golf carts. Trim stacks of firewood may be placed in carports; other items stored outside manors should be kept in garages.

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POLICY 11

PETS AND BIRD FEEDERS

Approved August 13, 1997; revised October 11, 2000

In accord with Article II, Section 5 of the Mutual's CC&Rs:

No one may set-out food, place or maintain devices that dispense food for birds or animals on Mutual common areas.

Members may apply to the Board for approval to place a liquid food bird feeder.

Pets may not be left unattended on Mutual Common Area.

Members must control pets at all times when on Mutual Common Area, carry collection bags and remove droppings for proper disposal.

For purposes of this policy Mutual Common Area is all space within Mutual Boundries except for manor interiors. Mutual Common Area includes Limited Common Area set aside for member's exclusive use such as walkways, decks, balconies, patios, garages and carports.

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POLICY 12

PETTY CASH FUND

Approved August 13, 1997; Revised August 6, 2008

The Treasurer shall establish a Petty Cash Fund of no more than \$1,000 drawn from the Mutual's account and maintain petty cash records suitable to the Board of Directors.

Disbursements from this fund may be made for expenses of less than \$100; requests to pay larger expenses shall be directed to the Assistant Treasurer at MOD who manages the Mutual's financial records.

The Treasurer will report Petty Cash disbursements to, and obtain reimbursement to Petty Cash from the Assistant Treasurer

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POLICY 13

SERVICE ORDER AUTHORIZATION

Approved August 13, 1997; revised September 8, 1999

Building Maintenance

The Chairman of the Building Maintenance Committee may authorize expenditures not to exceed \$1000.00 for repairs to Mutual Property without prior approval from the Board of Directors. The Chairman shall report to the Board of Directors commitments that exceed \$500.00.

Landscape Maintenance

The Chairman of the Landscape Maintenance Committee may authorize expenditures not to exceed \$500.00 at one location to improve Mutual Landscaping without prior approval from the Board of Directors. The Chairman shall report to the Board of Directors any commitment that exceeds \$250.00.

Emergency Repairs

A Mutual Director, a Committee Chairman or Mutual Operations Department personnel may authorize emergency repairs to Mutual Property.

Pre-approved Services

The Mutual provides that Members may request the following services without additional authorization:

- Pest Control service
- Exterior lamp replacement (except doorway lamp)
- Irrigation sprinkler repair
- Clear stoppage in building drain
- Smoke detector repair

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All other services ordered by a member, unless authorized by a Director, will be billed directly to the Member.

POLICY 14

TRANSFER OF MEMBERSHIP

Approved November 10, 1999; revised August 13, 2003

To complete transfer of Mutual Membership for sale or change of ownership of a manor the member/owner must provide the Mutual with:

1. A receipt from the transferee for copies of the Mutual's governing documents, and
2. A completed Transfer Report that meets Mutual approval.

The Transfer Report involves inspection of the premises. The inspection is limited to **ONLY** items that involve Mutual common area and checks for alterations or neglect that affects Mutual property. These inspections **DO NOT** extend to condition of manor property in any way.

To obtain a Transfer Report a Member must order an inspection from Mutual Operations Division (MOD) and pay the standard fee.

The Mutual may require remedies to be completed before it approves a transfer.

Members are urged to consult MOD about the inspection work schedule and place their inspection order early to avoid delay of the transfer.

The completed Transfer Report shall be acknowledged by the transferee to show awareness of approved alterations and any commitment that transferee accepts responsibility for remaining anomalies.

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POLICY 15

TV ANTENNAS

Adopted February 11, 1998

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

1. If the installation, use or maintenance involves either fastening to or penetrating a Mutual building, the member must first apply for and receive approval of a regular Mutual Alteration Agreement.
2. The member must meet the requirements of the Alteration Agreement and agree to indemnify and reimburse the Mutual for any cost or resulting damage to Mutual property arising from the installing, use, maintenance or removal of the device
3. These provisions are made subject to accord with FCC rule 207 and California Civil Code 1376.

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WALNUT CREEK MUTUAL FORTY-EIGHT

POLICY 16

WORK SITE RULES

Approved March 11, 1998; revised 6/12/02

The following rules are conditions for contractors, residents and any service providers to do work in this Mutual.

Exceptions are allowed only with express approval from the Mutual
(contact a Mutual Director)

1. Before making an agreement to do work, vendors and members must signify awareness of these rules and file with MOD evidence of required licenses and valid insurance coverage.
2. Working hours are **8:00 AM to 4:30 PM**, Monday through Saturday. Work operation outside these hours or on holidays is not permitted.
3. Park vehicles in parking areas only. Do not block garage doors or traffic areas. Do not park vehicles overnight.
4. Get specific Mutual permission in order to interrupt utilities or conduct work that produces noisy or jarring operation.
5. Clean jobsite daily and remove all materials. Do not place construction waste in dumpsters or any Rossmoor area. Keep walkways and stairs clear at all times except to do work.
6. Do not store construction materials in parking spaces or any open area.
7. Protect landscaping and paint finishes from all work activities; report any damage to a Mutual. Contractor must accept responsibility for and repair any damage related to work operations.
8. Do not operate radios or practice conduct that disturbs residents in their manors.

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ver. 6/12/02

WALNUT CREEK MUTUAL FORTY-EIGHT

POLICY 17

SMOKE DETECTORS

Approved February 11, 2004

The original construction of each Mutual Forty-Eight manor includes a single smoke detector in the central hall space that is connected to and powered by the manor's electrical system; no batteries are used. The detector has an internal alarm and, in addition, the system sounds an external alarm outside the front door.

The Mutual provides periodic testing and maintenance of its standard detector and alarm systems.

ADDITIONAL DETECTORS

Some manors may have additional smoke detector alarms installed by the manor owner, either by choice or by city requirement when the owner had an alteration made to the manor.

The additional smoke detectors are NOT connected to the exterior alarm and are generally powered by an internal battery that requires periodic replacement.

Additional smoke detectors and batteries are personal property of the manor owner who is responsible for their testing and maintenance.

This policy shall be circulated to members each year included with notice of the Annual Meeting of Members.

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WALNUT CREEK MUTUAL FORTY-EIGHT

POLICY 18

PEST CONTROL

Approved April 5, 2004

The Mutual PROHIBITS the use of poison traps (such as Decon strips) or other poisons. Poison use can cause pests to die in crawl spaces or walls. A resident who uses poison will be responsible for work required to remove any dead pests from the building.

M.O.D. will furnish residents with glue strips to trap mice and bait traps for ants. There is no charge for the traps, however residents must get traps at the M.O.D. office, set them in their manor and dispose of them after use.

RESIDENT RESPONSIBILITY

Contra Costa County Regulations prohibit anyone but the county Mosquito Abatement District to perform mosquito control service. The mutual cannot request abatement work. Residents must call C.C.C. Mosquito Abatement at 925.685.9301 for service at their address.

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(information)

The Mutual contracts a service to spray building perimeters for ant control. Members may ask for that contractor to apply allowable treatments for ant control in manor interiors by calling the order desk at 988.7650.

Mutual Operations (M.O.D.) has a technician licensed to spray exterior areas and landscaping for insects except mosquitoes. He has traps for small animals and is part of an Emergency Response Team to attend injured or dead animals

POLICY 19

VOTING REGULATIONS

Approved June 14, 2006

The following regulations pertain to voting and election of members to the Mutual 48 Board of Directors. This policy is promulgated to comply with California SB 61 (Civil Code Section 1363.03). Reference is also made to Mutual 48 Bylaws, Articles 5 and 6 which may be supplemented by this policy.

1. If there is any organized campaigning for election to the Board of Directors, all candidates will be afforded equal access to any Mutual 48 media, newsletters, or Internet Web sites. The association shall not edit or redact any content from these communications but may include a statement specifying the candidate, and not the association, is responsible for the content.
 - a. Mutual monies cannot be used to promote any candidate or incumbent to the Board.
 - b. Candidate names and pictures cannot be reproduced on mutual communications within 30 days of an election.
2. Common area meeting space for campaigning purpose shall be made available to all candidates at no charge if the need arises. Historically, this has never occurred in Mutual 48.
3. Qualifications for directors and procedures for nomination of candidates is covered in the Bylaws of the Corporation. Specifically, Article 6.1 describes self-nomination of candidates.
4. Ballots and two preaddressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the association to every qualified manor not less than 30 days prior to the deadline for voting.
 - a. A voter may not be identified by name, address, or lot, parcel, or unit number on the ballot.

POLICY 19

VOTING REGULATIONS (cont.)

Approved June 14, 2006

- 5. An Inspector of Elections shall be appointed by the Board. This inspector may be a member of the association or any other resident in good standing in the Rossmoor community. The duties of the Inspector of Elections will be:**
 - a. Determine the number of memberships entitled to vote and the voting power of each.**
 - b. Determine the authenticity, validity, and effect of proxies, if any.**
 - c. Receive the ballots.**
 - d. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.**
 - e. Count and tabulate all votes at the annual membership meeting of the mutual which is open to all members.**
 - f. Determine when the polls shall close.**
 - g. Determine the result(s) of the election and report results promptly to the Board of Directors of the association and shall be recorded at the annual meeting of the members.**

- 6. All ballots shall be stored in a secure place at the Mutual board office for a period of one year after the date of the election. The ballots shall be made available upon written request for inspection and review by association members or their authorized representatives. Any review or recount shall be conducted in a manner that preserves the confidentiality of the vote.**

WALNUT CREEK MUTUAL FORTY-EIGHT

POLICY 20

ACCESS TO ASSOCIATION RECORDS

Approved June 14, 2006

The following items pertain to access to association records by members of the association or their authorized representative. This policy is designed to meet the requirements set forth in AB 1098 and Civic Code Section 1365.2

1. Documents available for review fall into two categories.
 - a. Association Records
 - 1). Financial documents
 - 2). Interim un-audited financial statements
 - 3). Agendas and minutes of meetings
 - 4). Membership Lists
 - a). Request must be in writing
 - b). Purpose of request must be stated
 - c). Request must be reasonably related to interest of member
 - d). Only members may request a list
 - e). Members may “opt-out” of the list.
 - f). Mutual must send any information directly to member if they have “opted-out”
 - 5). Check registers
 - 6). Executed contracts
 - 7). Written approval of proposals/invoices
 - 8). Tax returns
 - 9). Reserve balances and withdrawals
 - b. Enhanced Association Records
 - 1). Invoices
 - 2). Receipts
 - 3). Cancelled checks
 - 4). Credit card statements
 - 5). Reimbursement requests
 - a). All personal data must be removed
2. For the current fiscal year, documents will be made available within 10 business days of request. For the previous two years, documents will be made available within 30 business days.

POLICY 20

ACCESS TO ASSOCIATION RECORDS (cont.)

- 3. The following information may be redacted or withheld by the association**
 - a. Information necessary to prevent identity theft or fraud**
 - b. Information privileged under law such as attorney letters**
 - c. Information that would compromise member's privacy**
 - d. Information relating to:**
 - 1). A-la-carte goods or services**
 - 2). Disciplinary action**
 - 3). Collection activity/payment plan**
 - 4). Personal ID information**
 - 5). Executive sessions**
 - 6). Interior architectural plans**
 - 7). Most personnel records**
- 4. The association may bill for direct and actual cost of copying requested documents. The member will be informed of the copying costs before copying the requested documents.**
- 5. The location for inspection and copying the records shall be determined by mutual agreement between the association and the requesting member.**
 - a. The member may submit a written request for copies of specific documents and this request may be satisfied by the association by copying and mailing the requested documents via first-class mail within the time frames listed in 2. above. The member will be informed of the costs of copying and mailing prior to executing the procedure.**
- 6. In addition to the actual costs incurred in copying and mailing, the association may bill the requesting member an amount not in excess of ten dollars per hour, and not to exceed two hundred dollars total per request, for time actually and reasonably involved in redacting the enhanced association records listed above. The member shall be informed of the estimated costs, and the member shall agree to pay those costs, before retrieving the requested documents.**

WALNUT CREEK MUTUAL FORTY-EIGHT

POLICY 21

EXCLUSIVE UTILIZATION OF MUTUAL 48 POSTER FRAMES

Approved April 13, 2011

This policy shall pertain to exclusive utilization of poster frames for informational purposes within the confines of Mutual Forty-Eight

1. Poster frames (8 ½ x 11) will be mounted on an interior wall of every refuse collection station (7) within the Mutual.
2. These frames will be for the exclusive use of Directors and Committee Chairpersons of the Mutual 48 Board of Directors.
3. The frames will be used for informational purposes such as Mutual events, Newsletters, Death Notices, and other events as directed by the Board.
4. Individual residents of Mutual 48 may not use these poster frames unless specifically approved by the Board of Directors.
5. This policy is in agreement with the Mutual CC&R 4.18(g)

SIGNAGE 21

WALNUT CREEK MUTUAL FORTY-EIGHT

POLICY 22

POWER SOURCES FOR ELECTRIC AUTOMOBILES

Approved 6/20/12; Revised 8/20/14

This policy pertains to requirements for recharging electric automobiles in Mutual Forty-Eight. It is anticipated in the near future electric automobiles will become more common and this policy delineates resident responsibilities.

- 1. Residents living in manors with attached garages must submit an alteration permit for all electrical modifications required to provide hook-ups for their electric automobiles. All charges for the modifications will be the resident's responsibility. All electricity utilized in recharging the vehicle will appear on the monthly bill to the resident.**
- 2. Residents who utilize carports or unattached garages for electric automobile storage must submit an alteration permit for all electrical modifications. These modifications will include requiring PG&E to install a separate meter for the modifications. This meter will be listed in the residents name and all recharging expenses will be billed directly to the resident monthly.**
- 3. There will be no charges incurred by the Mutual for any of these modifications.**
- 4. California Civil Code §4745 requires the condominium owner to provide a certificate of insurance that names Mutual Forty-Eight as an additional insured under the homeowner's insurance policy. The Code also requires the condominium owner and each successive owner, at all times, to maintain an umbrella liability coverage policy in the amount of one million dollars (\$1,000,000) covering the owner operating a Mutual approved power installation. The condominium owner must name Mutual Forty-Eight as an additional insured under the policy with a right to notice of cancellation.**

In the future, as electric automobiles become more prevalent, it may become necessary to consider the need for recharging stations to provide recharging capabilities for guests. These might be installed at Mutual expense but charges for electricity would likely be charged to credit cards of the visitors. It is currently too early in this evolving process to consider at this time.

WALNUT CREEK MUTUAL FORTY-EIGHT

(Adopted 9/19/12; updated 3/16/2016)

POLICY 23

SOLAR PHOTOVOLTAIC ENERGY SYSTEMS – OWNER INITIATED ALTERATIONS

This policy pertains to solar energy systems within the confines of Mutual Forty-Eight. Solar energy systems (as defined in Section 1.0 below) may be installed within the common areas of Mutual Forty-Eight, only as permitted under this policy. Any such systems which are installed in violation of this policy shall be removed, and the surrounding areas and electrical connections shall be restored to their previous condition, at the owner's expense. This policy is intended to conform to Public Resource Code Section 25982 and Civil Code Sections 714 and 714.1, which shall control this policy in the event of conflict with the law.

Because the Project is a “condominium project,” as that term is defined in Civil Code section 4125, each Owner has fee simple title to his or her individual Unit as well as a fractional interest in the Building common Area lot where the Unit is located. Project common Area is owned by the Mutual. The Mutual is required to maintain, repair and replace Common Area roof systems. Replacement of the current DuroLast membrane on the rooftops is a Mutual responsibility to maintain the integrity of the system. The Mutual CC&R’s have been amended to define the rooftops of all Mutual buildings (residential, garages and carports) as Exclusive Use Common Area for the installation of photovoltaic panels. 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.

The Mutual Board of Directors shall establish a standing Solar Committee to assume the role of management of the solar systems regarding interaction with PG&E, monitoring the solar system generation, interaction with the solar provider for any problems which might arise and evaluate any subscriber concerns. The committee will oversee transfers of panels and systems among and between subscribers. Ideally, the committee will have a minimum of three members of the Mutual who will determine the leadership of the committee and provide for continuity over the long term.

1.0 –DEFINITIONS

- 1.1. – The term “subscriber” in this policy refers to the entity or entities that contract with the Solar Provider to install solar panels for generating electrical power to the electric grid for the benefit of the entity or entities. Subscribers of individual manors must be owners of record for the manor. Subscribers may also include the Mutual itself as a subscribing entity if the Mutual contracts with the Solar Provider to install appropriate solar panels to provide energy credits to help offset the Mutual’s energy requirements for lighting of landscaping, outside residential buildings, carports and some unattached garages.

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- 1.2.- As used in this Policy, a "Solar Energy System" means: any photovoltaic solar collector together with ancillary equipment such mounting systems and wiring systems used to integrate the solar modules into the structural and electrical systems of the home. The wiring systems include disconnects for the dc and ac sides of the inverter, ground-fault protection, and overcurrent protection for the solar modules whose primary purpose is to provide for the collection, storage and distribution of solar energy.
- 1.3.- The terms "Board," "Common Area," "Exclusive Use Common Area," and "Unit" have the same definition as in the CC&R's of Mutual Forty-Eight.
- 1.4. - After due diligence was performed, The Board (acting on the recommendation of the Mutual's Solar Committee) determined with due diligence and for a variety of reasons, that it is necessary to limit all solar installations be performed by one provider. Following an extensive vetting process, the Board selected the following solar company:

Solar Technologies
14 Beta Court
San Ramon, CA 94583

All references to solar providers in this policy will henceforth mean Solar Technologies. The provider will utilize only the components agreed upon by the Board for all installations to maintain uniformity of all installations within the Mutual.

2.0 - APPROVAL PROCESS

- 2.1 - No Solar Energy System may be installed or maintained within the Common Area or Exclusive Use Common Area of Mutual Forty-Eight without the written consent of the Mutual Board. The Board shall utilize the same review and approval process as for other proposed physical changes to Units or Common Area. Alteration permits will be required as delineated in Mutual Policy 01.
- 2.2 - Mutual Solar Committee shall review the application and offer recommendations, if any, for reasonable restrictions on the installation within limits prescribed in Civil Code Section 714. However, no application may be denied by the Board.
- 2.3 - The applicant shall provide satisfactory evidence of compliance with requirements of the City of Walnut Creek by obtaining applicable permits.
- 2.4 - As a condition to granting approval for installation of any Solar Energy System within the Mutual confines, the Board will require an applicant to execute a separate agreement acknowledging that he or she has read and understood this Policy and representing that the proposed Solar Energy System, its installation and maintenance shall comply fully with this Policy, and further agreeing to indemnify and hold harmless the Mutual, Golden Rain Foundation and their officers, directors, employees and members from and against all claims, allegations, litigation, arbitration or

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judgments resulting in whole or in part from the installation or maintenance of the Solar Energy System.

- 2.4.1 Replacement of solar installations due to a building fire is included in the Golden Rain Foundation's blanket insurance policy.

3.0 - GENERAL INSTALLATION REQUIREMENTS

- 3.1 - A Solar Energy System's visible ancillary components such as conduits and supports shall be painted to match the exterior of adjacent structures, unless such painting would void a manufacturer's warranty, result in an increase of more than one thousand dollars (\$1,000) for a photovoltaic system or reduce the efficiency of the system by more than ten percent (10%).
- 3.2 - All installations of Solar Energy Systems shall be completed so as not to materially harm or damage the Mutual's common elements, or any other individual Unit or such units Exclusive Use Common Area; void any warranties held by the Mutual or other Owners and/or impair the integrity of a building or structure.
- 3.3 - All portions of a Solar Energy System shall be secured in a manner which does not jeopardize the safety or soundness of any structure and/or the safety of any person within the Mutual.
- 3.4 - There shall be no penetrations into building structures, including but not limited to walls and roofs unless it is absolutely necessary for the installation and operation of the system and/or to avoid an unreasonable increase in the cost of the installation. (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 building codes in order to prevent moisture penetration and resulting structural damage. Any penetrations through the existing rooftop DuroLast membranes shall be the responsibility of the Solar company installers and the roofing company who installed the DuroLast membrane in order to protect the existing warranties. The Solar Company and Roofing company installing the Solar Device shall be responsible for any damage to building elements, unit interiors or personal property caused by such penetrations, even if the Mutual has primary maintenance responsibility for such elements under the Mutual's governing documents.
- 3.5 - The installation of a Solar Energy System on Exclusive Use Common Area of rooftops may present a challenge regarding adequate space availability for all residents. The Board will expend every effort to provide adequate energy generating capacity for all residents within the constraints presented by the availability of roof space.
- 3.6 - Incorporating the January 28, 2016 decisions from the California Public Utilities Commission into this policy will allow energy generated from rooftop solar

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installations to be credited to individual solar subscribers through the use of “virtual net energy meters (VNEM)” regardless of which building they live in. Because of the logistic advantage and to reduce installation costs, the Solar Committee has designated buildings 3258, 3266, and 3306 rooftops to be utilized to the maximum extent for solar panel installation. If future demand exceeds the capacity of these three buildings, 3250 is next in line. It is not anticipated that there will ever be a need to exceed the capacity of these four buildings.

The energy credit generated from these installations will be distributed to each subscriber according to the number of panels the subscriber contracted for at the time of installation. This will be done by PG&E through the VNEM system and the credit will appear on the subscriber’s monthly statement.

4.0 - INSTALLATION BY COMMERCIAL INSTALLERS

- 4.1 - 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.
- 4.2 - The installer must provide copies of certificates of insurance for the above policies which name the Owner and Mutual Forty-Eight as additional insureds.

5.0 - SAFETY

- 5.1 - Solar Energy Systems shall be installed and secured in compliance with manufacturer's instructions and all city, state and federal ordinances, regulations and laws.
- 5.2 - 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.
- 5.3 - 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.
- 5.4- In approving the installation of any Solar Energy System, the Board is entitled to rely upon the representation of the designated contractor that the system fully complies with the safety criteria set forth in this Policy. Should the Board later determine that the equipment is not in conformance with such criteria, the Board may require the subscribers, on a pro rata basis, to remove the Solar Energy System or modify it so that it is in compliance.

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6.0 - MAINTENANCE

6.1 - Subscribers of Solar Energy Systems will be responsible on a pro rata basis for all associated costs, including but not limited to: replacement, repair, maintenance, moving and/or removal of the Solar Energy System or any of its components; repair and/or replacement of any property damaged by the installation, maintenance and/or use of the Solar Energy System; and/or restoration of Solar Energy System sites to their original condition after removal.

6.2 - Subscribers and Solar Provider and Solar Equipment Manufacturer Warranties shall be responsible for correction of any safety hazards and Solar Energy System repair and/or replacement. Subscribers and Solar provider are responsible for their painting or replacement of the visible ancillary components of the Solar Energy System, such as conduits and supports, if deterioration occurs.

6.3 - Subscribers shall be responsible on a pro rata basis 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.

6.4 - If it is necessary to temporarily remove a Solar Energy System or some of its components so that the Mutual may perform required maintenance or repairs to the adjacent Common Area or those portions of a Unit which the Association is responsible under the Governing Documents for maintaining or repairing, the Subscribers of the Solar Energy Systems shall be responsible, on a pro rata basis, for removing the Solar Energy System or affected component and reinstalling it after the maintenance or repair is completed. If the Subscribers fail to remove a Solar Energy System or a system component when requested to do so by the Mutual to permit necessary maintenance or repairs, the Mutual may remove the system or component and charge the cost of such removal to the responsible Subscribers. So long as reasonable care is used in removing and reinstalling the Solar Energy System or any component thereof, the Mutual shall not be responsible for any damage caused to the system or component by such removal or reinstallation.

6.5. – 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 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 (Public Resources Code Section 25982). Pruning needs shall be dictated and determined by the Mutual’s landscape or tree experts.

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7.0 - Resale or Transfer of the Owner's Unit

7.1 - Upon resale or transfer of any Subscriber's interest in his or her condominium unit which has a permitted Solar Energy System, the buyer or Transferee (as the case may be) shall assume in writing all of the Owner's duties and responsibilities as outlined in this Mutual Policy 23. The buyer or transferee's written assumption of duties and responsibilities shall be executed by all of the parties before escrow can close and the transfer of the ownership can be legally completed.

8.0 - Removal of Solar Energy System

8.1 - If a buyer or a transferee does not agree in writing to assume responsibility for the unit Subscriber's Solar Energy System, the Subscriber has two options:

He/She may:

(1.) sell or otherwise transfer his installation to another Mutual 48 owner or owners or

(2.) provide for the removal of the Solar Energy installation and restore the area where the Solar System had been located. In particular, any penetration patches must be completely sealed with paintable sealant. The sale or removal must be approved by Mutual Forty-Eight and all costs relating to the sale or removal of the Solar Installation and restoration of the common area shall be the sole responsibility of the Subscriber.

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WALNUT CREEK MUTUAL FORTY-EIGHT

POLICY 24

OCCUPANCY OF A MANOR

Approved 9/19/12

This policy shall pertain to all occupants of manors within Mutual Forty-Eight.

1. All occupants of a manor (including guests who stay for more than 21 days) must register at the Golden Rain Foundation Administration Office. The Golden Rain Foundation and Mutual Forty-Eight must acknowledge each registration.
2. Each occupant of a manor (other than a guest) must be a qualifying resident, or a qualified permanent resident, or a permitted health care resident, as defined in the Civil Code or a designated occupant. These definitions are summarized below.

2.1 A "qualifying resident" or "senior citizen" means a person 55 years of age or older.

2.1.1 - To comply with Civil Code part 51.3(c), persons commencing any occupancy of a unit must include a senior citizen who intends to reside in the unit as his or her primary residence on a permanent basis. That intention shall be declared at the time of registration.

2.2 A "qualified permanent resident" means a person who meets both of the following requirements:

2.2.1. Was residing with the qualifying resident or senior citizen prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the qualifying resident or senior citizen.

2.2.2. Was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the qualifying resident or senior citizen.

In addition, "Qualified permanent resident" also means a disabled person or person with a disabling illness or injury who is a child or

grandchild of the senior citizen or qualified permanent resident who needs to live with the senior citizen or qualified permanent resident because of the disabling condition, illness, or injury.

2.3 A "Permitted health care resident" means a person hired to provide live-in, long-term, or terminal health care to a qualifying resident, or a family member of the qualifying resident providing that care.

2.4 A "designated occupant" is a senior citizen residing in a condominium unit within Mutual Forty-Eight who is the spouse, parent or child of the owner of the condominium unit and has been designated in writing by the owner as the approved occupant for the unit. A spouse living with such a person will also be considered a designated occupant. The owner shall transfer in writing all membership rights in Mutual Forty-Eight and Golden Rain Foundation to the designated occupant.

3. Appropriate forms for such transfer shall be approved and utilized by the Board. A person's status as a designated occupant shall end upon the death of the owner or transfer of the title to the unit.
4. No guest may stay for more than 75 days in any consecutive 12-month period.
5. In keeping with Mutual governing documents, no more than two persons may permanently occupy a one-bedroom unit or residence, and no more than three persons may permanently occupy a two-bedroom or three bedroom unit.
6. The Board will investigate written reports alleging violation of the occupancy rules and take appropriate steps to insure compliance.

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WALNUT CREEK MUTUAL FORTY-EIGHT

POLICY 25

OPEN FLAME

Approved 11/21/12

Purpose: This policy is to define rules regarding the use of open fires (including barbeque units) within the confines of Mutual Forty-Eight.

Background: Open flames, fire and burning on all premises are generally guided by the 2007 California Fire Code. These guidelines may be modified as necessary by local policies as long as the local policies do not counteract the Fire Code.

Mutual Forty-Eight does not utilize any gas burning utilities such as stove tops, ovens, and furnaces. However, all units do have fireplaces where the residents may burn logs, either natural wood or compact paper logs. Caution must be used at all times to preclude ember or hot ashes from escaping the firebox onto the hearth or floors adjacent to the fireplace. It is equally important to dispose of residue from fireplaces (hot embers and hot ashes) in a safe manner. This is best handled by placing all residual materials into a bucket partially filled with water which can then be disposed of safely over a green area that preferably is not directly visible to other residents.

Also many residents utilize various barbeque units. These units are generally of three types. These are propane gas, electric grills, and charcoal. Of these three, charcoal burners obviously create the greatest risk and their use is prohibited within the Mutual confines.

Here are policy guidelines for the use of these units:

1. Charcoal burners shall not be operated within the confines of Mutual 48.
2. All barbeque units must be used and maintained safely and must not be a nuisance to other residents.

All violations or concerns shall be directed to members of the Mutual Forty-Eight Board of Directors.

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OPEN FLAME 25

WALNUT CREEK MUTUAL FORTY-EIGHT

(adopted 3/19/14)

POLICY 26

ASSESSMENT FOR MUTUAL PROVIDED ANCILLARY ELECTRICITY

Purpose: This is to define policies regarding the recharging of electric golf carts in storage areas which rely solely on Mutual provided sources of electricity. It should be noted that the use of electric appliances such as refrigerators or freezers in these areas is expressly prohibited.

Background: Within the confines of Mutual Forty-Eight, there are carports and unattached garages where the Mutual provides the sole source of electricity. This electricity is provided at Mutual expense and paid for through assessments on the monthly coupon of every resident within the Mutual.

It has been calculated that currently the cost of recharging an electric golf cart following an 18-hole round of golf is approximately \$1.00. This would equate to \$156 per year if the cart is used an average of three times per week.

Some residents within the Mutual store and recharge their electric golf carts in attached garages where the electricity is charged directly to their manor and paid on their monthly electric bill. There are also some residents who have extra refrigerators or freezers in their attached garages and also pay through their monthly electric bill. This policy has no effect on those residents.

Policy: The Board of Directors of Mutual Forty-Eight has determined the costs of recharging an electric golf cart should not be borne by all residents but rather by the resident owner. Thus an assessment of \$150 annually will be levied to these resident owners. This assessment will be payable in advance directly to the accounting department of the Golden Rain Foundation on January 1st of each year at the same time other Mutual special assessments are paid.

Any need to adjust this fee will be determined annually by the Board of Directors and may be adjusted, as determined by the Board of Directors, in the event of a significant rise or fall in the cost of electrical service to the Mutual.

WALNUT CREEK MUTUAL FORTY-EIGHT

(adopted 3/19/14)

POLICY 27

SMOKING GUIDELINES

Purpose: This policy is to define policies regarding the implementation of Walnut Creek Second Hand Smoking Ordinance as it pertains to Mutual Forty-Eight.

Background: On September 17, 2013 the Walnut Creek City Council passed an ordinance regarding second hand smoke regulations.

In essence the ordinance, as it pertains to Mutual Forty-Eight, states that:

1. Smoking is prohibited:
 - a. within 25 feet of Multi-unit residences
 - b. within all multi-unit residential units
 - c. on all balconies, patios, decks and carports
 - d. all areas within 25 feet of enclosed areas (i.e. all multi-residential buildings, common areas, outdoor dining areas and all public events
2. Designated smoking areas are optional if they meet the above criteria however the Mutual Forty-Eight Board of Directors has elected not to specify such areas within the common areas of the Mutual.
3. Appropriate signage will be placed according to the ordinance at the ingress points of the Mutual and on elevators where appropriate.
4. Residents, guests, vendors, and caregivers will be required to comply with these guidelines at all times.

Enforcement:

1. All violations can be reported to the City's no-smoking hotline number at (925)-256-3535, or via e-mail at nosmoking@walnut-creek.org. Inquiries and reports will be responded to within 24 hours.
2. Initial violations will receive a warning notice and repeated violations may be subject to a citation and fee of \$100 for first violations, \$200 for second violations and \$500 for each violation thereafter.
3. Mutual Board Officers will not be involved in enforcing violations of this ordinance and will not be involved in resolving disputes between residents.

Walnut Creek Ordinance No. 2118, commonly known as the "Second-hand Smoke Ordinance" is effective for multi-unit housing as of January 29, 2014.

WALNUT CREEK MUTUAL FORTY-EIGHT

POLICY 28

PENALTY SCHEDULE

Adopted 9/20/2017

To ensure compliance with the Governing Documents of Walnut Creek Mutual No. Forty-Eight, Members may be fined for violations. The Mutual's Board of Directors has adopted this Schedule of Fines, which will be in effect until changed by action of the Board of Directors.

The member accused of violating the rules will be given written notice of the violation and hearing by personal delivery or first-class mail, at least 10 days prior to the meeting at which monetary penalties are imposed (Civ. Code §5855.). Any violation of the Governing Documents either by a Member or a Member's tenant, invitee, guest or Unit occupant shall be subject to the following fines:

1 st Violation.....	\$150
Additional Violations (same offense)	\$300
Safety Violations.....	\$400
Willful Destruction.....	\$1000

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.

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