

FIFTH WALNUT CREEK MUTUAL
POLICIES AND PROCEDURES

APPENDIX A

SUPPLEMENTARY INFORMATION

AS REVISED JANUARY 13, 2000
AND SUBSEQUENTLY AMENDED

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FISCAL POLICY	16.0.0
SUPPLEMENTARY INFORMATION	

1/1
Page Number/Total Pages

May 9, 2005
Date Issued

2/3
Replaces Page Number

February 12 1996
Date Issued

16.0.0 FISCAL POLICY

16.3.2 Investment Banking Resolution May 9, 2005

The President, Vice Presidents, or Treasurer of this Corporation, or the Assistant Treasurer are, and each of them 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 counsel 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 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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AUTHORITY TO SPEND
RESERVE AND OPERATING
FUNDS
SUPPLEMENTARY INFORMATION

17.0.0

1/1	March 11, 2002	1/1	October 8, 2001
Page Number/Total Pages	Date Issued	Replaces Page Number	Date Issued

17.0.0 AUTHORITY TO SPEND RESERVE AND OPERATING FUNDS

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

17.5.7 ROOFING

1. Interior rain leaks
2. Overflowing gutter

FIFTH WALNUT CREEK MUTUAL
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ENFORCEMENT OF POLICIES

18.0.0

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1/2
Page Number/Total Pages

February 14, 2005
Date Issued

NA
Replaces Page Number

NA
Date Issued

18.0.0 ENFORCEMENT OF POLICIES

18.1.0 DELINQUENT PAYMENTS AND REFERRAL FOR COLLECTION Refer to enforcement provisions of Policy 45.0.0 (Assessments Due Date, Delinquent Payments, and Referral For Collection) and the Appendix to Policy 45.0.0.

18.2.0 UNAUTHORIZED OCCUPANCY

18.2.1 OCCUPANT NOT PERMITTED BY POLICY 40.0.0 The presence of an occupant who is not a qualifying permanent resident, qualified permanent resident, or permitted health care giver, as defined in Civil Code Section 51.3, or a permitted guest as defined in Policy 40.0.0 (Occupancy) is a violation of that policy and subject to a penalty of \$100 per day for each day of occupancy following mailing of a notice of violation and intent to impose the penalty.

18.2.2 OCCUPANT A RENTER OR LESSEE NOT AUTHORIZED BY FIFTH MUTUAL

18.2.2.1 NO LEASE OR RENTAL AGREEMENT ON FILE The presence of an occupant who has rented or leased a unit without approval by FIFTH MUTUAL is a violation of Policy 41.0.0 (Leasing Manors), and subject to a penalty of \$100 per day for each day of occupancy following mailing of a notice of violation and intent to impose the penalty. Furthermore, the total period of the unauthorized lease shall be deducted from the owner's allowance of a single year of leasing or renting the unit.

18.2.2.2 LEASE OR RENTAL AGREEMENT ON FILE BUT EXPIRED One month before the expiration of a lease or rental agreement on file with FIFTH MUTUAL, FIFTH MUTUAL will mail a notice to the tenant and the unit owner stating that the tenant must vacate the unit not later than the expiration date of the lease or rental agreement, unless (a) the owner obtains permission from the Board of Directors to extend the lease for a period not to exceed the maximum number of days permitted under Policy 41.0.0, or (b) the owner obtains permission from the Board of Directors for an extension of the lease or rental agreement on the basis of hardship to the owner. If the unit is not vacated as required, the continued occupancy is a violation of Policy 41.0.0. and subject to penalties of \$25 per day for the first 30 days of unauthorized occupancy, and \$50 per day for each additional day of unauthorized occupancy.

18.3.0 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 Policy 43.0.0, Parking, and subject to a penalty of \$100 for each offense.

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ENFORCEMENT OF POLICIES	18.0.0
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- 18.4.0 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 FIFTH MUTUAL general fund.
- 18.5.0 DUE PROCESS No penalty shall be imposed without first affording the accused persons every opportunity for notice and hearing set forth in these policies and in the Civil Code. Each notice of violation shall include a telephone number for access to further information.
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FIFTH WALNUT CREEK MUTUAL
POLICIES AND PROCEDURES

APPENDIX A

TERMINATION OF
MEMBERSHIP IN FIFTH
MUTUAL

21.0.0

SUPPLEMENTARY INFORMATION

1/5	August 13, 2001	NA	NA
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I. PROCEDURES FOR DISENGAGEMENT FROM FIFTH MUTUAL - SINGLE PROJECT

A majority of all members (Corp. §5033) of FIFTH WALNUT CREEK MUTUAL ("FIFTH MUTUAL") having approved the proposed Article XIII of the bylaws, these procedures shall be followed by any Project pursuing disengagement from FIFTH MUTUAL.

A disengagement process, once started at Step 1, shall be abandoned if not completed within 9 months.

STEP 1. CALL A MEETING OF MEMBERS

A. Members representing at least 5% of the Units of the Project may call a meeting of the members to discuss the pros and cons of disengaging from FIFTH MUTUAL by submitting a written petition to FIFTH MUTUAL, signed by the petitioners.

B. Within 4 working days after receipt of a written petition for such a meeting, FIFTH MUTUAL will confer with the petitioners to determine a meeting date and time agreeable to the petitioners, and reserve the necessary meeting space at no cost to the Project. FIFTH MUTUAL will then give notice of the meeting to all owners in the Project by first class mail, at the expense of the Project.

The meeting shall take place within 35-50 days after receipt of the petition. The notice shall be mailed 20-30 days before the meeting date.

C. For the purpose of this meeting, members representing at least 20% of the Units constitute a quorum. The Board of Directors of FIFTH MUTUAL ("the Board") shall be officially represented at this and all other meeting(s) of the members of the Project by the District Director or another member of the Board. Other members of the Board may also attend and participate in such meeting(s).

D. The petitioners shall select a member of the Project to chair the meeting.

STEP 2. SELECT INTERIM REPRESENTATIVES

A. If a majority of the members in the Project represented at the meeting agree to proceed with the disengagement, they shall, at the same meeting, elect three members of that Project to serve as interim representatives during the disengagement process, with authority to represent the Project in completing the process.

B. The interim representatives shall provide the FIFTH MUTUAL Board of Directors with copies of all written statements and claims, if any, disseminated to the members of the Project in support of or opposition to the proposed disengagement, and the Board shall provide the representatives with copies of any such claims or statements that are otherwise brought to its attention.

STEP 3. PREPARE A DISENGAGEMENT AGREEMENT

The interim representatives and a committee of the Board of Directors of FIFTH MUTUAL shall jointly prepare a disengagement agreement for approval by the members of the Project. The disengagement agreement must include, among other things, the following:

A. A list of events that must occur for the disengagement to be final, which list must include, at a minimum, the following:

1. Adoption of Articles of Association or Incorporation

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TERMINATION OF
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21.0.0

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2. Adoption of bylaws
3. Election of a Board of Directors
4. Election of Officers
- B. Notice that upon disengagement:

1. The disengaging Project shall release FIFTH MUTUAL and its directors from any responsibility for past, present or future common area maintenance.
2. The disengaging Project shall defend and indemnify FIFTH MUTUAL and its directors from any and all claims that may arise from common area maintenance.
3. The disengaging Project shall defend and indemnify FIFTH MUTUAL and its directors from any and all claims arising out of or related to actions undertaken to disengage from FIFTH MUTUAL.

C. A statement of how accounts will be settled, including a promise to pay on a pro-rata per unit basis for expenses, if any, incurred by FIFTH MUTUAL on behalf of the Project after the effective date of disengagement.

D. A requirement for return of FIFTH MUTUAL membership certificates by members of the Project(s), or in the alternative, a provision for invalidating the certificates.

E. A statement acknowledging the Project's essential responsibilities to the Golden Rain Foundation.

F. Notice that upon certifying disengagement by the Project(s), FIFTH MUTUAL shall take all steps necessary to complete the disengagement within the time period specified in the disengagement agreement.

G. An agreement by the association formed by the disengaging Project (1) to be bound by and to assume legal responsibility for the implementation and enforcement of the terms and conditions of any settlement or judgment in that action styled FIFTH WALNUT CREEK MUTUAL v. Heinicke, et al., Contra Costa Superior Court Case No. C98-04790 and related or consolidated actions (the "Assessment Litigation") and (2) to submit to the jurisdiction of the Contra Costa Superior Court for the purpose of such implementation or enforcement.

STEP 4. PREPARE BALLOTS

A. The interim representatives and a committee of the Board of Directors of FIFTH MUTUAL shall jointly prepare a ballot for distribution to the members of any Project proposing to disengage from FIFTH MUTUAL. For any Project "X" proposing to disengage from FIFTH MUTUAL, the ballot will allow voting Yes or No on the question, "Shall Project "X" disengage from FIFTH MUTUAL, subject to the terms of the accompanying disengagement agreement?"

B. The ballot package will include the disengagement agreement and appropriate instructions for marking and returning the ballots, and may also include analytical and pro and con statements on the issues provided by the Project interim representatives, by other members of the Project and/or by the Board.

STEP 5. DISTRIBUTE BALLOTS

FIFTH MUTUAL will arrange for the ballots to be mailed first class to all owners of record in the Project. An unmarked ballot security envelope and a pre-addressed return envelope bearing the unit identification will accompany each ballot. The disengaging Project will pay printing, addressing, mailing, and postage costs.

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21.0.0

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STEP 6. RECEIVE AND COUNT BALLOTS

A. The ballots contained in the security envelopes within the return envelopes will be returned by the voters in person or by U.S. Mail to secure collection points where they will remain unopened until the due date for returns. Collection of ballots by third parties for delivery to the collection points is not permitted.

B. The return envelopes will be recovered from the collection points, the ballot security envelopes will be removed from the return envelopes, and the ballots removed and counted by an independent entity, at the expense of the disengaging Project, or, if specified in the disengagement agreement, by a committee representing both the Project and the Board. The results will be announced to all parties immediately upon completion of the count.

STEP 7. INTERPRET RESULTS

A. The affirmative votes of at least 50% plus one of the members of a Project are required for the Project to approve disengagement.

B. A Project may require approval by different proportions of its members if necessary or desirable to carry out additional actions such as amending the CC&Rs.

STEP 8. TAKE FURTHER ACTION

A. If insufficient affirmative votes are cast to approve disengagement, the process may be started again at Step 1 or abandoned.

B. If sufficient affirmative votes are cast to approve disengagement and the requirements of this procedure have been satisfied, the Board shall promptly certify the disengagement.

**II. PROCEDURE FOR DISENGAGEMENT FROM FIFTH MUTUAL -
SUPPLEMENTAL GUIDELINES FOR MULTIPLE PROJECT JOINT ACTIONS**

STEP 1. CALL A MEETING OF MEMBERS

A. Members representing 5% of the Units in each of 2 or more Projects may request a joint meeting of their members to discuss the pros and cons of jointly disengaging from FIFTH MUTUAL. Within 4 working days after receipt of a written petition for such a meeting, FIFTH MUTUAL will confer with the petitioners to determine a meeting date and time agreeable to the petitioners, and reserve the necessary meeting space at no cost to the Projects. FIFTH MUTUAL will then give notice of the meeting to all owners in the Projects by first class mail, at the expense of the Project.

The meeting shall take place within 35-50 days after receipt of the petition. The notice shall be mailed 20-30 days before the meeting date.

B. For the purpose of this meeting, members representing at least 20% of the Units in a Project constitute a quorum for that Project at the meeting. The Board shall be officially represented at this and all other meeting(s) of the members of the Projects by the District Director(s) or another member of the Board. Other members of the Board may also attend and participate in such meeting(s).

C. The petitioners in each Project for which a quorum is present shall select a member of that Project to lead any caucus of the Project. The Project leaders shall select a member of one of the Projects to chair the joint meeting.

FIFTH WALNUT CREEK MUTUAL
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TERMINATION OF MEMBERSHIP IN FIFTH MUTUAL SUPPLEMENTARY INFORMATION	21.0.0
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STEP 2. ELECT INTERIM REPRESENTATIVES

A. For the purposes of proceeding with joint disengagement process, the interim representatives of the participating Projects shall name a joint disengagement committee of at least three persons, consisting of an equal number of interim representatives from each participating Project.

B. The joint disengagement committee shall provide the Board with copies of all written statements and claims, if any, disseminated to the members of the Project in support of or opposition to the proposed disengagement; and the Board shall provide the joint disengagement committee with copies of any such claims or statements that are otherwise brought to its attention.

STEP 3. PREPARE DISENGAGEMENT AGREEMENT

The joint disengagement committee and a committee of the Board of Directors of FIFTH MUTUAL shall jointly prepare a disengagement agreement for approval by the members of the Projects. The disengagement agreement must include, among other things, the following:

- A. A list of events that must occur for the disengagement to be final, which list must include, at a minimum, the following:
1. Adoption of Articles of Association or Incorporation,
 2. Adoption of bylaws
 3. Election of a Board of Directors
 4. Election of Officers
- B. Notice that upon disengagement:
1. The disengaging Projects shall release FIFTH MUTUAL and its directors from any responsibility for past, present or future common area maintenance.
 2. The disengaging Projects shall defend and indemnify FIFTH MUTUAL and its directors from any and all claims that may arise from common area maintenance.
 3. The disengaging Projects shall defend and indemnify FIFTH MUTUAL and its directors from any and all claims arising out of or related to actions undertaken to disengage from FIFTH MUTUAL.
- C. A statement of how accounts will be settled, including a promise to pay on a pro-rata per unit basis for expenses, if any, incurred by FIFTH MUTUAL on behalf of the Projects after the effective date of disengagement.
- D. A requirement for return of FIFTH MUTUAL membership certificates by members of the Projects, or in the alternative, a provision for invalidating the certificates.
- E. A statement acknowledging the Project's essential responsibilities to the Golden Rain Foundation.
- F. Notice that upon certifying disengagement by the Projects, FIFTH MUTUAL shall take all steps necessary to complete the disengagement within the time period specified in the disengagement agreement.
- G. An agreement by the association formed by the disengaging Projects (1) to be bound by and to assume legal responsibility for the implementation and enforcement of the terms and conditions of any settlement or judgment in that action styled FIFTH WALNUT CREEK MUTUAL v. Heinicke, et al., Contra Costa Superior Court Case No. C98-04790 and related or consolidated

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TERMINATION OF MEMBERSHIP IN FIFTH MUTUAL SUPPLEMENTARY INFORMATION	21.0.0
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actions (the "Assessment Litigation") and (2) to submit to the jurisdiction of the Contra Costa Superior Court for the purpose of such implementation or enforcement.

STEP 4. PREPARE BALLOTS

The joint disengagement committee and a committee of the Board of Directors of FIFTH MUTUAL shall jointly prepare a ballot for distribution to the members of each Project proposing to disengage from FIFTH MUTUAL. For each Project "X" proposing to disengage from FIFTH MUTUAL, the ballot will allow voting Yes or No on the question, "Shall Project "X" disengage from FIFTH MUTUAL, subject to the terms of the accompanying disengagement agreement?"

STEP 5. DISTRIBUTE BALLOTS

FIFTH MUTUAL will arrange for the ballots to be mailed first class to all owners of record in the Projects. An unmarked ballot security envelope and a pre-addressed return envelope bearing the unit identification will accompany each ballot. The disengaging Projects will pay printing, addressing, mailing, and postage costs.

STEP 6. RECEIVE AND COUNT BALLOTS

A. The ballots contained in the security envelopes within the return envelopes will be returned by the voters in person or by U.S. Mail to secure collection points where they will remain unopened until the due date for returns. Collection of ballots by third parties for delivery to the collection points is not permitted.

B. The return envelopes will be recovered from the collection points, the ballot security envelopes will be removed from the return envelopes, and the ballots removed and counted by an independent entity, at the expense of the disengaging Projects, or, if specified in the disengagement agreement, by a committee representing both the Projects and the Board. The results will be announced to all parties immediately upon completion of the count.

STEP 7. INTERPRET RESULTS

The affirmative votes of at least 50% plus one of the members of any Project are required for that Project to approve disengagement.

STEP 8. TAKE FURTHER ACTION

A. If insufficient affirmative votes are cast to approve disengagement, the process may be started again at Step 1 or abandoned.

B. If sufficient affirmative votes are cast to approve disengagement and the requirements of this procedure have been satisfied, the Board shall promptly certify the disengagement.

Following are the retention times, keepers/ storage places, and storage formats for certain specific records, as set forth in Exhibit B of the Golden Rain Foundation Management Agreement:

WHAT DOCUMENTS	HOW LONG KEPT	KEEPER & PLACE	HARD OR ELECTRONIC
Bidding papers	4 years after completion	MOD	either
Bids	4 years after completion	MOD	either
2 nd Copy	4 years after completion	MUTUAL	either
Contracts with warranties	Warranty + 4 years	MOD	either
2 nd Copy	Warranty + 4 years	MUTUAL	either
Contracts w/o warranties	4 years after completion	MOD	either
2 nd Copy	4 years	MUTUAL	either
Reserve studies	permanent	MOD	either
2 nd Copy	3 years	Vendor	Electronic
Annual review of reserve studies	in minutes	MUTUAL	Hard
Legal opinions	permanent	MUTUAL	either
2 nd Copy	permanent	Counsel	either
Current building maintenance reports	1 year	MOD	either
Current landscape maintenance reports	1 year	MOD	either
Work orders - MOD #	4 years after completion	MOD	either
Work orders - contractors #	4 years after completion	MOD	either
Reserves work Plans	1 year	MOD	either
Reserves work done #	4 years after completion	MOD	either

WHAT DOCUMENTS	HOW LONG KEPT	KEEPER & PLACE	HARD OR ELECTRONIC
Superseded policies	permanent	MUTUAL	either
2nd Copy	permanent	MOD	either
Draft minutes	1 year	MUTUAL	either
Final minutes	permanent	MUTUAL	either
2nd Copy	permanent	MOD	either
Inspection reports Chimneys #	permanent	MOD	either
Buildings #	permanent	MOD	either
Alterations at sale #	permanent	MOD	either
Crawl spaces #	permanent	MOD	either
Other dry rot and termites #	permanent	MOD	either
Alteration actions & reports #	permanent	MOD	either
Owner complaints and MUTUAL responses	5 years	MOD	either
2nd Copy	5 years	MUTUAL	either
MUTUAL complaints and owner responses	5 years to permanent	MOD	either
2nd Copy	5 years to permanent	MUTUAL	either
Monthly financial reports	6 years	MOD	either
Budget papers	permanent	MOD	either
Audit reports	permanent	MOD	either
Elections Announcement	5 years	MOD	either
Petitions	1 year after election	MUTUAL	either
Mailing list	1 year	MOD	either
Secretary letter	5 years	MOD	either
2nd Copy	5 years	MUTUAL	either

WHAT DOCUMENTS	HOW LONG KEPT	KEEPER & PLACE	HARD OR ELECTRONIC
General correspondence	5 years	MUTUAL	either
2nd Copy	5 years	MOD	either
Elections Ballots	1 year after election	MUTUAL	Hard
Mailing list	1 year	MOD	either
Secretary letter	5 years	MOD	either
2nd Copy	5 years	MUTUAL	either
IE certificates	1 year after election	MUTUAL	either
Publish Results	1 year after election	GRF	either
Committee minutes (decisions)	permanent	MUTUAL	either
2 nd Copy	permanent	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.

July 11, 2007
October 19, 2012

FIFTH WALNUT CREEK MUTUAL
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APPENDIX A

OCCUPANCY OF A MANOR

40.0.0

SUPPLEMENTARY INFORMATION

<u>1/1</u> Page Number/Total Pages	<u>February 12, 2001</u> Date Issued	<u>1/1 [Policy 15.0.0]</u> Replaces Page Number	<u>February 12, 1996</u> Date Issued
40.0.0 <u>OCCUPANCY OF A MANOR</u>			

Occupancy of a manor is regulated not only by FIFTH WALNUT CREEK MUTUAL Board policies but also by the Civil Code, the Agreement Establishing Covenants, Conditions and Restrictions; Golden Rain Foundation bylaws; and FIFTH WALNUT CREEK MUTUAL 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 FIFTH WALNUT CREEK MUTUAL PROJECTS.

Part 8A of the Agreement establishing covenants, conditions, and restrictions for FIFTH WALNUT CREEK MUTUAL projects 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.

FIFTH WALNUT CREEK MUTUAL BYLAWS.

Under bylaws Article III item 20 "To reside" means to live in a unit for 60 days or more in a calendar year. "Residence" and "resident" are interpreted accordingly.

FIFTH WALNUT CREEK MUTUAL
POLICIES AND PROCEDURES

ASSESSMENTS DUE DATE,
DELINQUENT PAYMENTS, AND
REFERRAL FOR COLLECTION

45.0.0

SUPPLEMENTARY INFORMATION

APPENDIX A

1/1
Page Number/Total Pages

November 14, 2005
Date Issued

1/1 & 2/2
Replaces Page Number

April, 12 2004
Date Issued

FIFTH WALNUT CREEK MUTUAL
2005-2006 DELINQUENT ASSESSMENT COLLECTION POLICY

1. Regular assessments are due, in advance, on the first day of the month and delinquent if not received, in full, by the Association 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 Association 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 Association 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 Association, 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" to file a Notice of Delinquent Assessment ("lien") will be prepared and sent to the record owner(s).
5. All amounts specified in policy paragraphs 1 and 2 above, and all other assessments and related charges thereafter due to the Association, must be paid in full. The Association shall not be required to accept any partial or installment payments from the date of institution of an action to collect to the time that all such amounts are paid in full, except pursuant to a mutually agreeable payment plan and forbearance agreement. Arrangements for such an agreement must be made with the Association's agent assigned to the collection of the account.
6. 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 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.
7. If all such amounts have not been received, in full, within thirty (30) days after the recordation of such lien, the Association may, to the extent permitted by law, and without further advance notice, proceed to take any and all additional enforcement remedies as the Association, 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).
8. To the extent permitted by law, all payments received by the Association, 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.
9. 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 Association's agent for collection and a check is returned the account will be assessed bank fees plus whatever reasonable administrative fee the agent charges.
10. All above-referenced notices will be mailed to the record owner(s) at the last mailing address provided in writing to the Association by such owner(s).
11. The Board of Directors may waive any part of this policy on a case-by-case basis.

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48.0.0 GENERAL MAINTENANCE AND REPAIR INFORMATION

The FIFTH WALNUT CREEK MUTUAL (FIFTH MUTUAL) contracts with the Golden Rain Foundation (GRF) 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 on a billable basis. Generally, any owner has the option of using these services and paying GRF 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 assist you in understanding the repair and maintenance services that can be provided by the GRF employees and in identifying the responsibility for payment, the FIFTH MUTUAL Board has adopted the following policies.

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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.

Responsibility for Payment: Project (P) = Item paid from individual Project funds.

Resident (R) = Item paid by resident. (Note: the owner, if not the resident, is responsible for all charges incurred by the resident.)

Alterations: Maintenance or repair of alterations to a manor or any exclusive use common area made by the present owner or any previous owner is the responsibility of the manor owner.

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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AND MAINTENANCE (after warranty REPAIRS expires)

A. AIR CONDITIONERS/HEAT PUMPS

Project Billable:

1. Check power supply if not operating (Replace external fuses or circuit breakers if defective).
2. Clear/Repair/Replace plugged or defective drain line within wall or floor.
3. Replace tape on condenser unit insulation.

Resident Billable:

1. Cleaning, repair, maintenance, replacement, and adjustments (except fuses and circuit breakers).
2. Adjustment/Replacement of thermostat.
3. Check operating efficiency.
4. Lubrication as required.

B. AIR DUCTS WITHIN OR OUTSIDE THE UNIT BOUNDARIES

Project Billable:

1. Repair, maintenance, or replacement incidental to general rehabilitation of crawl spaces and attics in the Project.

Resident Billable:

1. Cleaning.
2. Repair, maintenance, or replacement not incidental to general rehabilitation of crawl spaces and attics in the Project.

C. APPLIANCES (DISHWASHERS, REFRIGERATORS, DISPOSALS, RANGES, OVENS, VENTS, HOODS, ETC.)

Resident Billable:

1. Cleaning, repair, replacement, maintenance, and adjustments.

D. CARPENTRY

Project Billable:

1. Adjust all exterior doors including front entrance doors.
2. Repair/Replace weather stripping on exterior doors and windows.
3. Repair/Replace worn exterior door locks (not resident alteration).
4. Repairs due to building settlement.
5. Repair or replace garage doors and hardware (excluding automatic garage door openers).
6. Repair/Replace mailboxes (including locks but excluding nameplates).
7. Repair/replace the framework of window and slider openings.
8. Repair/replace exterior door jambs.

Resident Billable:

1. Repair/Adjust interior doors and components.
2. Repair/Replace loose or leaking window panes.
3. Repair/Adjust storm doors.
4. Repair/Replace broken window panes.
5. Repair/Replace sliding doors, windows and screens.
6. Replace glass in shower door.

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D. CARPENTRY (continued)

Resident billable (continued)

7. Repair/Replace loose or broken base molding, casing, trim, etc., in interior of manor.
8. Replace door locks (interior or resident alteration).
9. Replace/Repair doorbell.
10. Repair/Replace floor covering - loose or damaged.
11. Repair cabinets and components.
12. Repair/Replace alterations or damage resulting from alterations.
13. Repairs or replacements resulting from resident negligence and/or misuse.
14. Repair plaster cracks resulting from drying, shrinkage, etc.
15. Install nameplates on replacement mailboxes.

E. ELECTRICAL (Wiring and Components)

Project Billable:

1. Replace circuit breaker panels - exterior and interior.
2. Repair/Replace duplex outlets - exterior (including carports).
3. Repair, reset, tighten, or replace circuit breakers or electrical panels - exterior and interior.
4. Repair short circuits in walls (including doorbell wiring).

Resident Billable:

1. Replace bathroom fan motor and/or heating elements.
2. Repair/Replace electrical cords and plugs (standard appliances).
3. Clean bathroom fans and ducts, kitchen fans and ducts, and dryer fans and ducts.
4. Replace interior wall switches or duplex outlets.
5. Repair exterior lighting fixtures controlled by interior switch.
6. Replace light bulbs, fluorescent tubes, and ballasts.
7. Repairs required because of resident negligence.

F. FIREPLACE

Project Billable:

1. Inspection/Repair/Replacement of spark arresters.

Resident Billable:

1. Instruction on proper operation.
2. Inspections, repairs, and cleaning chimney flues.

G. HEATING SYSTEMS (GAS AND RADIANT HEATING)

Project Billable:

1. Replace tape on fan exhaust duct.
2. Re-light or adjust pilot.

Resident Billable:

1. Adjustment/Replacement of thermostat.
2. Cleaning, repair, maintenance, replacement, and adjustments.
3. Lubrication as required.

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H. LANDSCAPING - COMMON AREAS

Project Billable:

1. Maintenance of turf areas, ground covers, shrubs, and trees.
2. Pruning or trimming of trees.
3. Removal of dead or diseased trees or trees presenting a safety hazard to the buildings or walkways.
4. Installation of additional shrub and ground cover plantings.
5. Replacement of standard dead or diseased ground covers, shrubs or trees.
6. Improvements to existing landscaping.

Resident Billable:

1. Tree pruning, trimming or removal at request of the resident for sole benefit of resident. Requires approval by the Project's District Director, and consideration of comments of affected neighbors and City of Walnut Creek when required.
2. Non-scheduled maintenance (aesthetic purposes).

I. LANDSCAPING - PRIVATE GARDEN AREAS

Resident Billable:

1. All maintenance and requested services for all plants and trees.

J. PAINTING

Project Billable:

1. Exterior surfaces of buildings.
2. Outside surface of exterior manor and garage doors (if not inside enclosed area).
3. Exterior shells of air conditioning and heat pump units.
4. Interior surfaces of manor after rain damage due to roofing or structural problems.
5. Interior surfaces of manor damaged because of building settlement.

Resident Billable:

1. Inside surface of exterior doors.
2. Interior surfaces of manor and enclosed decks or patios (including original building wall within enclosure).

K. PEST CONTROL (INCLUDING TERMITES)

Project Billable:

1. Exterior of buildings, includes control of common weeds, plant diseases, and rodents within the landscaped areas.
2. Interior of buildings, includes control of ants, rodents, and termites.

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L. PLUMBING

Project Billable:

1. Repair leaks or clear stoppages within the wall before the pipe penetrates drywall.
2. Repair/Replace outside faucets (except alterations).
3. Repair/Replace patio or atrium hose bibb installations authorized by the Board (not within resident enclosures).
4. Adjust building water pressure regulator.
5. Remove debris from water supply lines, valves and aerators.
6. Install relief valves ("beehives") in waste line.

Resident Billable:

1. Repair leaks or clear stoppages inside manor after the point where the pipe leaves the drywall and enters the room.
2. Repair/Replace/Adjust toilet seat, tank, bowl, valves, etc.
3. Repair/Replace cracked, crazed, chipped or rusted sink/basin/tub/shower pan.
4. Repair/Replace traps, pipes, faucets, gaskets, seals, etc.
5. Repair/Replace/Clean bathtub and sink stoppers or components.
6. Repair/Replace kitchen sink soap dispenser or components.
7. Recaulk/RegROUT bathtub/sink/shower door frame and tracks.
8. Repair/Replace water filters.

M. ROOFS

Project Billable:

1. Replacement of roofs.
2. Repairs to roof.

Resident Billable:

1. Repair roof when required as a result of resident alterations.

N. SMOKE DETECTORS AND OTHER FIRE DETECTION SYSTEMS

Project Billable:

1. Smoke detector inspections (install new batteries).
2. Replacement of inoperable smoke detectors, including batteries.
3. Inspection and repairs of sprinkler system, alarms and annunciator panels.

Resident Billable:

1. Repair/Replace/Adjust smoke detectors not included in Mutual policy.

O. TELEPHONE WIRING

Project Billable:

1. Repair/Replace wiring from telephone-company owned junction box to telephone jack within the manor. Work to be performed after inspection has been made by the telephone company to determine location of the problem.

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O. TELEPHONE WIRING (continued)

Resident Billable:

1. Repair/Replace jacks within manor.
2. Install new jacks within manor.
3. Trouble-shooting by telephone company if problem not their responsibility (billing by telephone company).

P. TELEVISION CABLE

FOR ALL TELEVISION CABLE PROBLEMS, CONTACT COMCAST (1-800-984-2824).

MAY BE BILLABLE TO RESIDENT.

Q. WATER HEATERS

Project Billable:

1. Clear drain line from drain pan.
2. Light or adjust pilot.

Resident Billable:

1. Maintenance, cleaning, adjustments, repairs and replacements.
2. Anchoring, Bracing, or Strapping.

R. GENERAL ITEMS

Resident Billable

1. Instructions on proper operation of air conditioners, heat pumps, dishwashers, disposal, fireplaces, furnaces, ranges, ovens, hoods, water heaters and refrigerators.
2. General household personal work such as hanging pictures or mirrors, changing light bulbs, clearing plugged drains or toilets in manors, fixing leaking faucets, or miscellaneous "chores" needed by the residents.

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49.0.0 INSPECTIONS

Sellers of manors and FIFTH WALNUT CREEK MUTUAL (FIFTH MUTUAL) 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 policies.

FIFTH MUTUAL is responsible for maintaining and repairing all common areas, as defined in Policy 0.3.0, Part II D. The costs of all such maintenance and repair work are borne by the individual Projects.

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 FIFTH MUTUAL, the alteration must be removed unless the owner obtains and complies with the conditions of a FIFTH MUTUAL 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 FIFTH MUTUAL. If such an inspection reveals problems that are FIFTH MUTUAL's responsibility, those problems will be corrected in accordance with established policy.

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AUTHORIZATION FOR EXECUTING ALTERATION AGREEMENTS

The GRF Director of Mutual Operations and the Director's delegates (collectively MOD) are authorized to execute alteration agreements on behalf of FIFTH MUTUAL as indicated below. A copy of any alteration permit issued pursuant to this paragraph shall be provided promptly to the FIFTH MUTUAL Alterations committee.

GENERAL RESTRICTION

Neither MOD nor the FIFTH MUTUAL Alterations committee may approve any permit application for an alteration that is not in compliance with applicable codes and FIFTH MUTUAL standards.

MOD AUTHORIZATION

MOD is authorized to execute agreements for all interior alterations, except

- (1) interior structural changes
- (2) hard surfaced flooring in upper units
- (3) any alteration that might result in unacceptable noise (such as a spa).

AGREEMENTS REQUIRING FIFTH MUTUAL ALTERATIONS COMMITTEE APPROVAL

The FIFTH MUTUAL Alterations committee must consider and review, in advance of final MOD action, the following kinds of alterations.

- (1) interior structural changes
- (2) hard surfaced flooring in upper units
- (3) any alteration that might result in unacceptable noise (such as a spa)
- (4) all exterior alterations, including (without limitation) alterations of doors, windows, and heat pumps.

INSURANCE COVERAGE REQUIREMENT

All alteration permit applications involving contractors other than MOD must be accompanied by evidence of the contractors' current liability coverage for FIFTH MUTUAL.

NEIGHBORS APPROVAL REQUIREMENT

All exterior alteration permit applications must be accompanied by evidence of approval by at least a majority of owners of units on the building to be altered, and at least a majority of owners of nearby units from which the owners, standing normally in their units or in their restricted use common areas, can see the proposed alteration.

REFERENCES

Refer to Policies 52-59 and 61-62 for further information.

Refer also to the alterations flow chart and the MOD schedule of permit fees.

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ALTERATION PERMIT PROCEDURES

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. District director's review and approval.
MOD shall bring any application for a permit for new work to the attention of the district director before being processed further by staff. If the district director does not disapprove the application, it may go forward subject to the rules stated below. If the district director disapproves the application, the director 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.
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 shall review all permit applications. The committee is empowered to approve applications on behalf of the Board, but the committee must consult the Board before disapproving an application.
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 district director 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 ACC and Board approval where applicable.

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.

(Note: Pursuant to provisions of the bylaws of Fifth Walnut Creek Mutual, read Fifth Walnut Creek Mutual Alterations Committee for "ACC," "Architectural Control Committee", and "(District) Director" in the paragraphs above.)

FIFTH WALNUT CREEK MUTUAL
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OWNER-INITIATED ALTERATIONS
GENERALLY

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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.
1. 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 FIFTH MUTUAL 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.
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. Board Alteration Permit Application Review Committee action on nonstandard permit applications:
 - a. Seven days from receipt of the 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

FIFTH MUTUAL 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 FIFTH MUTUAL, except that, pursuant to the CC&Rs, approval of an application is deemed granted if the committee fails to act within 30 days after their receipt of complete application.

(Note: Pursuant to provisions of the bylaws of Fifth Walnut Creek Mutual, read Fifth Walnut Creek Mutual Alterations Committee for "ACC," "Architectural Control Committee", and "(District) Director" in the paragraphs above.)

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56.0.0 PERMIT PROCEDURE

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 Project Director for their approval. The application will then be submitted to the TWCM Landscape Committee for their review and approval.

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

56.1.0 PROCEDURE TO MODIFY LANDSCAPING THAT DOES NOT REQUIRE A PERMIT

If an owner or group of owners wish 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 contractors license number and any insurance certificates required by TWCM 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 Project Director and the TWCM 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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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 Policy 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 _____
Date _____ Signature _____

Director _____
Date _____ Signature _____

TWCM Landscape Committee _____
Date _____ Signatures _____

If additional neighbor approvals are required please attach separate sheet.

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OWNER REQUESTED
REMOVAL OR TRIMMING OF
TREES
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NA
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NA
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FIFTH WALNUT CREEK MUTUAL
TREE REMOVAL OR TRIMMING REQUEST

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

A. (1) Date of Request _____

Name of applicant _____

Name of Owner, if not applicant _____

Tree location _____

Request is for Removal Trimming

A. (2) Reason for request

A. (3) 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. Director's action _____

Neighbors, Landscape Representative, and District Director 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.

FIFTH WALNUT CREEK MUTUAL
POLICIES AND PROCEDURES

APPENDIX A

SIGNAGE

77.0.0

SUPPLEMENTARY INFORMATION

<u>1/1</u>	<u>October 11, 2004</u>	<u>NA</u>	<u>NA</u>
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77.0.0 SIGNAGE

Reproduced below is the text of the current version of Civil Code §1353.6.

1353.6. (a) The governing documents, including the operating rules, may not prohibit posting or displaying of noncommercial signs, posters, flags, or banners on or in an owner's separate interest, except as required for the protection of public health or safety or if the posting or display would violate a local, state, or federal law.

(b) For purposes of this section, a noncommercial sign, poster, flag, or banner may be made of paper, cardboard, cloth, plastic, or fabric, and may be posted or displayed from the yard, window, door, balcony, or outside wall of the separate interest, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.

(c) An association may prohibit noncommercial signs and posters that are more than 9 square feet in size and noncommercial flags or banners that are more than 15 square feet in size.

91.0.0 WORK SITE RULES FOR CONTRACTORS

The following rules apply to contractors, including self-employed contractors, and other service providers working in FIFTH WALNUT CREEK MUTUAL Projects. Any Owner who intends to hire a contractor or friend or relative for work in the manor should 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 FIFTH WALNUT CREEK MUTUAL Project 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 FIFTH WALNUT CREEK MUTUAL is available from the Mutual Operations Division. The list is not a recommendation and the contractors are neither affiliated with, nor endorsed by, FIFTH WALNUT CREEK MUTUAL 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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APPENDIX A

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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

1. 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 district director for the Project.		
**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.

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.