

# **WALNUT CREEK MUTUAL SIXTY-EIGHT POLICIES**

**If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

Adopted and Revised:

April 28, 2003

October 27, 2003

January 26, 2004

March 9, 2004

May 24, 2004

June 28, 2004

October 4, 2004

July 25, 2005

May 22, 2006

June 13, 2006

September 12, 2006

March 26, 2007

April 23, 2007

January 26, 2009

May 24, 2010

November 24, 2014

October 26, 2015

September 23, 2016

July 23, 2018

## PREFACE

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

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

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

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

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

### **If you need assistance:**

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

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

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

Reference: CC&Rs 5.5

Adopted and Revised:

April 28, 2003

October 4, 2004

# STATEMENT OF POLICIES

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## **ALTERATIONS TO BUILDINGS**

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

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

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

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

Reference: CC&Rs 9 Policy Appendix C

Adopted and Revised:

April 28, 2003

June 13, 2006

## ASSESSMENTS, FINES, DELINQUENCIES AND LIENS

Page 1 of 2

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

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

### **Delinquent assessments:**

Assessments are due on the first day of each month. Payments may be made by electronic transfer, by mailing the payment in the envelope provided with the monthly coupon, or putting it in the drop box at the Administration Office in the Gateway Complex. The Mutual only mails statements to accounts that are delinquent; statements are not mailed to accounts that are current or have a credit balance.

All regular and special assessments that have not been processed and posted to accounts by 5:00 P.M. on the 15th day of the month [the next working day if the 15th falls on a Saturday, Sunday or holiday] are delinquent and will incur a \$40.00 late charge. All payments received are first applied to the principal owing, then to the oldest outstanding item, and then the remaining amount is applied to late fees, interest at ten percent (10%) per annum, and any other charges that have been levied each month, as applicable. This will be done until the account balance is paid in full.

It is the Mutual's policy not to waive late fees, interest or other charges. It is the owner's responsibility to allow sufficient time to drop off, mail or arrange for electronic transfer of the monthly assessment, have it processed and posted to accounts by the 15th day of the month.

### **Fines:**

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

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

## ASSESSMENTS, FINES, DELINQUENCIES AND LIENS

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

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

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

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

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

### **Disputes involving collection of assessments/fines:**

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

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

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

Reference: CC&Rs 6

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

## **BIRD FEEDERS**

Bird seed feeders and/or scattering bird seed, or feeding all other wild, feral or domesticated animals outside is not permitted because it attracts rodents. If bird feeders are discovered, the owner will be required to remove the feed and feeder immediately upon notification. Liquid hummingbird feeders are an exception and are allowed.

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

## COMMERCIAL ACTIVITIES

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

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

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



## COMMITTEES AND COMMITTEE CHARTERS

The following are the standing committees of Mutual 68:

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

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

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

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

### **Nominating Committee**

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

### **Database Consultant**

The board shall appoint a database consultant who will maintain records of units and members as required in the normal course of mutual business.

Reference: Committees and Committee Charters, Bylaws 10.1

Nominating Committee, Bylaws 6.1.2

Adopted and Revised:

April 28, 2003

March 26, 2007

## **ENFORCEMENT OF POLICIES**

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

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

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

**EXCESSIVE NOISE**

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

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

## EXTERIOR CLOSETS

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

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

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

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

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

## FINANCIAL ACTIVITIES

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### **Authorization for expenditure of funds:**

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

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

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

### **Operating fund:**

In order to accept and disburse money for M-68 operating activities, the Mutual will open an Operating Fund account with a local financial institution in accordance with its signature card and account agreement. The Assistant Treasurer (via facsimile signature) will be the signature authority on this account. All monthly assessment payments and other receipts will be deposited into this account and all checks written by the Mutual to pay the Mutual's bills to third parties will be made from this "consolidation" account.

### **Replacement reserve fund:**

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

The Reserve Fund is used to rehabilitate and replace major components, which are defined in the Reserve Study, and to meet emergencies. To the extent possible, it is the Mutual's policy to maintain a balance in the Reserve Fund that will permit it to meet anticipated funding needs without having to levy special assessments. Interest earned on Reserve Fund investments will be deposited in the Reserve Fund.

The Board must approve expenditures from the Reserve Fund. Checks written on the reserve account require two authorized signatures, at least one of which must be by a member of the Board. Any director may co-sign the check transferring money from the Reserve Fund to the Operating Fund, after the reserve expenditure has been approved by the Board.

**FINANCIAL ACTIVITIES**

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**Financial report:**

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

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

## **GARAGES AND PARKING**

Page 1 of 2

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

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

No unreasonably noisy vehicles, as determined by the Board, and no vehicles emitting foul smelling or offensive exhaust fumes shall be operated within the Mutual. Except for minor emergency repairs, no servicing, maintenance, construction or reconstruction of any vehicle shall be permitted. Vehicles leaking excessive amounts of oil or other fluids shall not be parked on Mutual property. Owners may be notified to remove the vehicle.

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

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

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

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

## GARAGES AND PARKING

Page 2 of 2

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

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

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

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

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



## **GARBAGE AND RECYCLING RECEPTACLES**

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

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

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

## **HARASSMENT**

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

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

## HEARINGS

Page 1 of 2

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

### **Initiation of action:**

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

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

### **The hearing:**

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

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

## HEARINGS

Page 2 of 2

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

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

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

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

## INSURANCE

Mutual 68 contracts with other mutuals to participate in a deductible-allocation agreement on a blanket property insurance policy. M-68 is responsible for the first \$10,000 of the deductible for damage from a covered occurrence in M-68. M-68 will contribute a pro-rata share (based on number of units) of the deductible for a covered loss in any other of the participating Mutuals, for the deductible amount between \$10,000 and \$100,000.

The Director of Mutual Operations is authorized to withdraw funds from the Mutual's operating account to fulfill M-68's share of this contribution in the event of a loss covered under this agreement without the Board's approval. Notice of a withdrawal under this provision will be made to the Board as soon as possible after an occurrence.

The contribution for the deductible is limited to the items more-clearly defined in the "Agreement to Share the Deductible." The Agreement will be void if less than 85% of the residences managed by the Manager are signatories to the Agreement, and the Agreement requires each Mutual's Board to ratify the agreement annually.

For the covered perils under the property insurance policy (fire, wind, wind-driven rain), built-in fixtures, paint, installed carpets, etc., are insured under the Mutual's blanket property insurance policy and are considered part of the building structure, not personal property, for insurance purposes. If damaged by a covered peril, they are covered at replacement value. Alterations or improvements made after original completion of the unit are covered if the Mutual 68 Building Committee and the Mutual 68 Board, acting as the Architectural Control Committee have approved the alteration or improvement. Any alteration or improvement made that requires Mutual 68 Building Committee and the Mutual 68 Board acting as the Architectural Control Committee approval in accordance with Page 1 of the policy but has not received such approval is not covered under the property insurance policy.

If an owner's property is damaged by the failure of a building component that the Mutual maintains, such as a rain leak, the Mutual is liable to the owner for the depreciated value of any personal property damaged because of the building component failure.

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

## INVESTMENT OF MUTUAL FUNDS

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

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

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

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

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

Reference: Bylaws 12.4

Adopted and Revised:

April 28, 2003

May 24, 2010

## LANDSCAPING

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

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

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

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

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

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

**LAUNDRY**

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

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



## LEASING OR RENTING

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

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

### **Length of lease:**

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

### **Minimum age requirement:**

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

### **Procedure for processing leases:**

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

### **Owner responsibility for tenant:**

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

Reference: Senior Housing Residency Restrictions  
CC&Rs 4.3

Adopted:  
April 28, 2003

## MAINTENANCE

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

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

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

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

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

## MEETINGS

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

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

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

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

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

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

### Owner Access to Board Minutes

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

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

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

Adopted and Revised:

April 28, 2003

July 25, 2005

## MEMBER ACCESS TO MUTUAL RECORDS

Page 1 of 6

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

### ARTICLE 1 DEFINITIONS

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

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

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

**MEMBER ACCESS TO MUTUAL RECORDS**

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

**ARTICLE 2 MEMBERSHIP LIST**

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

## MEMBER ACCESS TO MUTUAL RECORDS

Page 3 of 6

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

### ARTICLE 3 MINUTES

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

### ARTICLE 4 OTHER RECORDS

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

**MEMBER ACCESS TO MUTUAL RECORDS**

**ARTICLE 5 WHEN RECORDS WILL BE MADE AVAILABLE**

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

**ARTICLE 6 MEMBER REQUEST FOR MAILING OF COPIES**

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

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

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

**MEMBER ACCESS TO MUTUAL RECORDS**

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

**ARTICLE 8 WITHHOLDING OR REDACTING OF CERTAIN INFORMATION.**

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

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

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



**MEMBER ACCESS TO MUTUAL RECORDS**

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

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

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

**ARTICLE 10 IMPROPER USE OF MUTUAL RECORDS PROHBITED**

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

Approved:  
June 26, 2006

## NOTICE OF POLICY CHANGE

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

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

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

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

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

## OCCUPANCY

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

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

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

## **OUTSIDE FIRES**

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

Adopted:  
January 26, 2009

## PAINTING

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

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

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

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

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

## **PETS**

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

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

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

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

Reference: CC&Rs 4.14  
Adopted: April 28, 2003

## **Power Sources for Electric Vehicles**

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

### **CONTROLLING STATE LAW**

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

### **GENERAL CONDITIONS FOR POWER SOURCE INSTALLATION**

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

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

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

### **INSURANCE REQUIREMENT**

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

### **ILLEGAL USAGE**

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

Adopted:  
November 24, 2014

**RESIDENT CANVASSING**

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

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



## SALES AND INSPECTIONS

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

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

If there is an unapproved alteration, the Owner may:

1. Remove the alteration and return the area to its original configuration to MOD's satisfaction, including any upgrades necessary to meet the City of Walnut Creek's building code. The owner is responsible for all costs associated with the removal and restoration.
2. Submit an alteration application to the Mutual's Board of Directors for approval (see Appendix C and the policy "Alterations to Buildings"). The Owner is responsible for all costs associated with getting the alteration approved.

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

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

## **SATELLITE DISHES AND TV ANTENNAS**

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

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

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

## **SMOKE DETECTORS AND FIRE SPRINKLERS**

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

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

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

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

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

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

Reference: State of California Uniform Building Code, Section 3411

Adopted and Revised:

April 28, 2003

May 24, 2010

## SOLAR ENERGY

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*This Solar Energy Policy (the "Policy") for Walnut Creek Mutual No. Sixty-Eight (the "Mutual") shall govern the application, installation, maintenance, and removal (if necessary) responsibilities pertaining to solar collectors and other solar energy devices and systems whose primary purpose is to provide for the collection, storage and distribution of solar energy (collectively, "Solar Energy Systems") installed within the Walnut Creek Mutual No. Sixty-Eight condominium project (the "Project"), as well as the protection of commonly-owned and Mutual-maintained Common Area.*

*When adopted by the Board, this Policy will become part of the Mutual's Policies which constitute "operating rules," as that term is defined in Civil Code section 4340(a).*

*It is the intent of this Policy to comply with all laws and regulations, both state and federal, and in particular, Civil Code sections 714,714.1, and 4746. In the event of any conflict between any provision of this Policy and any applicable statute, the terms of that statute shall prevail and supersede any contrary provision in this Policy.*

1. Definitions. All capitalized terms that are not otherwise defined in this Policy shall have the meanings ascribed to them in the Amended Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Sixty-Eight Eagle Ridge recorded on May 7, 2003 in the Office of the County Recorder of Contra Costa County, California as Document No. 2003-0211555, as amended by the First Amendment to Amended Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Sixty-Eight Eagle Ridge recorded on October 25, 2011 in the Office of the County Recorder of Contra Costa County, California as Document No. 2011-0230234 (collectively, and as subsequently amended from time to time, the "Declaration").
2. Introduction. 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 by the Declaration to maintain, repair and replace the Common Area roof systems. It is the intent of this Policy to recognize the respective ownership rights of the Owners and Mutual, and enable the Mutual to perform its exterior maintenance, repair and replacement obligations.
3. Application.
  - A. The installation of Solar Energy Systems is subject to the provisions of (i) Article 9 of the Declaration entitled "Architectural Control; Alterations to Buildings and Landscaping," (ii) this Solar Energy Policy, and (iii) the Mutual's other Policies, including but not limited to the Mutual's Policy entitled "Alterations to Buildings" (the "Alterations Policy") As such and as required by the Declaration, an Owner wishing to install a Solar

## SOLAR ENERGY

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Energy System is required to submit an alteration application to the Board in care of the Mutual Operations Division (MOD) Alterations Department.

B. The Owner must receive written notice of Board approval PRIOR to installation of any Solar Energy System.

C. The Owner shall also provide plans and specifications as part of the alteration application, and furnish such other information and documentation as may be reasonably requested by MOD and/or the Board.

D. Manufacturer literature for all proposed Solar Energy System components, including specifications, color, and materials, shall be provided to the Mutual with the alteration application.

E. The plans provided as part of the alteration application shall include the following:

(i) Plans showing the visibility of the Solar Energy System from areas open to public access (e.g., streets, Common Area, neighboring Units); and

(ii) A solar site survey pursuant to Civil Code section 4764 which: (a) shows the placement of the Solar Energy System, (b) contains a determination of total usable solar roof area, (c) contains a determination of the maximum number of Solar Energy Systems which can be installed on the solar roof area; (d) contains a determination of the equitable allocation of the total usable solar roof area among all owners sharing the same roof; and (e) contains a determination of the Owner's proportional allocated solar roof area on the same roof.

F. The applicant Owner shall notify every other Owner in the building of his or her alteration application for installation of a Solar Energy System and certify to the Mutual, in writing, that the notice has been given. The certification and any written comments by an affected Owner shall be attached to the alteration application. No alteration application may be denied because of objections by an affected Owner. However, objections may be referred to the Mutual's legal counsel. A copy of the solar site survey and a drawing depicting how the equipment will be mounted shall be attached to the notification to affected Owners.

G. Owners are responsible for confirming receipt of their alteration application, supporting documentation and other information by the Board.

H. Except as modified by law, all provisions of Article 9 of the Declaration and applicable Policies, including the Alterations Policy, shall apply to the installation of Solar Energy Systems.

## SOLAR ENERGY

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4. Mutual's Right to Retain Consultant. In reviewing any alteration application for the installation of a Solar Energy System, the Mutual retains the right to have its own solar site survey prepared at Owner's expense. The Mutual also retains the right to hire a consultant, at Owner's expense, to review all information and documentation provided by Owner, including, but not limited to, the solar site survey and the plans and specifications as set forth in Paragraph 3(E)(ii) above.
5. Leasing of Solar Energy Systems. In the event that the Owner is leasing the Solar Energy System from a third party (rather than purchasing it outright) for installation within the Mutual, the third party Lessor must agree in writing to be subject to any all terms, conditions, restrictions and obligations assumed by the Owner is having the Solar Energy System installed and maintained within the Mutual, including, but not limited to, repair, replacement, temporary removal for repairs and/or permanent removal as appropriate. Owner agrees to reimburse the Mutual for the costs for any legal action, including any attorneys' fees and costs, to enforce the provisions of this Section 5.
6. Common Area Space. An Owner's installation of the Solar Energy Systems in or on Common Area, including Common Area roofs, shall be restricted to the proportional allocated solar roof area identified in the Solar Site Survey and approved by the Board. An Owner may not install a Solar Energy System on Building Common Area of a building in which the Owner does not own a Unit, or in a manner that is inconsistent with the Mutual's Solar Site Survey, if any. The preferred allocation of space shall be as follows: (1) for duplex and triplex buildings, an applicant's Solar Energy System shall be installed on the roof space directly over his or her Unit (as shown on the examples attached hereto as Exhibit A); and (2) for quad-plex buildings, the Board shall use its discretion and best judgment to equitably allocate the available roof space to the extent possible to accommodate the requested Solar Energy System.
7. Insurance Requirements. The Owner of a Solar Energy System and each successive Owner shall be responsible for maintaining a homeowner liability coverage policy at all times with policy limits of at least \$1,000,000 and shall provide the Mutual with the corresponding certificate of insurance within fourteen (14) days of approval of the alteration application and annually thereafter.
8. Approval Guidelines. The Mutual may impose reasonable restrictions on the installation of Solar Energy Systems. "Reasonable restrictions" are defined as those that do not significantly increase the cost of the Solar Energy System or significantly decrease its efficiency. "Significantly" means an amount exceeding ten percent (10%) of the cost of the Solar Energy System or decreasing the efficiency of the Solar Energy System by an amount exceeding ten percent (10%), as

## SOLAR ENERGY

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originally specified and proposed. For photovoltaic systems that comply with state and federal law, a significant or unreasonable restriction is one that results in an increased cost to the Solar Energy System as originally proposed of over \$1,000 or a decrease in the Solar Energy System's efficiency in an amount exceeding ten percent (10%) as originally specified and proposed.

9. Conditions for Approval. The Mutual may require as a condition for the approval of a Solar Energy System that each Owner and each successive Owner of the Solar Energy System be responsible for all of the following:
  - A. Costs for damage to the Common Area, Exclusive Use Common Area, or Units resulting from the installation, maintenance, repair, removal, or replacement of the Solar Energy System;
  - B. Costs for the maintenance, repair, and replacement of the Solar Energy System until it has been removed and for the restoration of the Common Area, Exclusive Use Common Area, or Unit after removal;
  - C. Disclosing to prospective buyers the existence of any Solar Energy System of the Owner and the related responsibilities of the Owner pursuant to this Policy and any applicable law;
  - D. Recordation of an indemnification and maintenance agreement in a form acceptable to the Mutual wherein the Owner specifically agrees to defend and indemnify the Mutual. If required, the recordable agreement shall also include all conditions of approval so as to bind future Owners of the Unit.
10. Solar Shade Control. The Board of Directors must take into account the effect on Solar Energy Systems that may result from shade created by trees or shrubs within the boundaries of the Mutual. The Mutual will be guided by the principle of "first in time is first in right." If a tree or shrub was planted before the Solar Energy System was installed, the tree or shrub may grow without regard to its effect on the Solar Energy System. The Mutual shall not be required to prune, or allow pruning, of trees and/or shrubs which were planted before the Solar Energy System was installed. However, trees or shrubs planted after installation of the Solar Energy System may not be allowed to grow so as to cast a shadow greater than ten percent (10%) of the collector absorption area upon that collector surface at any one time between the hours of 10:00 a.m. and 2:00 p.m. local standard time (Public Resources Code Section 25982). Pruning needs shall be dictated and determined by the Mutual's landscape or tree experts.
11. Decisions in Writing; Reconsideration. Any decision by the Board on a proposed Solar Energy System installation must be in writing and, if the proposed Solar

## SOLAR ENERGY

Energy System is disapproved, the written decision shall include an explanation of why the alteration application was disapproved.

12. Forty-Five Day Approval Period. As provided by Civil Code section 714, a complete alteration application for the installation of a Solar Energy System that is not denied in writing within forty-five (45) days from the date of receipt of the application by the Board shall be deemed approved, unless that delay is a result of a reasonable request for additional information.
13. Installation Conditions; Permits.
  - A. Tubing, piping and related materials shall be installed so as to be minimally visible and blend into the material to which they are mounted or placed. When not unreasonable to do so, the Solar Energy System shall be colored to blend into the background onto which it is mounted or placed to the greatest extent possible. Panels must be located entirely within a boundary defined by the roof eaves and the roof peaks. Visibility of the underside of the panels shall be minimized from the Common Area. Visibility of any plumbing, wiring, or auxiliary equipment should also be minimized.
  - B. All portions of a Solar Energy System shall be secured in a manner that does not jeopardize the safety or soundness of any structure or the safety of any person within the Project.
  - C. There shall be no penetrations into building structures, including but not limited to walls and roofs, unless it is necessary for the installation and operation of the Solar Energy System and/or to avoid an unreasonable increase in the cost of the installation (more than \$1,000 for photovoltaic systems) or an unreasonable decrease in the Solar Energy System's efficiency (more than ten percent (10%) as originally specified and proposed for photovoltaic systems). Any penetrations for wiring or piping for a Solar Energy System shall be properly sealed and waterproofed in accordance with industry standards and applicable building codes in order to prevent moisture penetration and resulting structural damage.
  - D. Solar Energy Systems shall not obstruct access to or from any Unit, walkway, or ingress or egress into any area of the Project in order to ensure the safety of individuals and allow safe access to the Mutual's Common Area.
  - E. All installations shall be done in accordance with applicable building, fire, electrical and related statutes, codes and regulations, including but not limited to City of Walnut Creek Development Review Services Information Bulletin No. 1B-025 entitled "Submittal Requirements for Photovoltaic Array Systems or Alternative Energy Systems," as amended from time to time.



## SOLAR ENERGY

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- F. The installing Owner must obtain all necessary permits and approvals from local regulating agencies and provide copies thereof to the Mutual. A copy of the final City inspection must also be provided to the Mutual.
- G. A Solar Energy System for heating water shall be certified as to all system components and the installation thereof by the Solar Rating Certification Corporation or other nationally recognized certification agency.
- H. A Solar Energy System for producing electricity shall meet all applicable safety and performance standards established by the National Electrical Code, the institute of Electrical and Electronic Engineers and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.
- I. All installations of Solar Energy Systems shall be completed so as not to materially harm or damage Common Area, any other individual Unit or such Unit's Exclusive Use Common Area; void any warranties held by the Mutual or other Owners; and/or impair the integrity of any building or structure.
- J. In approving the installation of any Solar Energy System, the Board is entitled to rely upon the representation of the Owner and/or his or her contractor that the Solar Energy System fully complies with the safety criteria set forth in this Policy. Should the Board later determine that the Solar Energy System is not in conformance with such criteria, the Board may require the Owner, at his or her sole cost and expense, to remove the Solar Energy System or modify it so that it is in compliance.
- K. An Owner may not install a Solar Energy System on his or her own. Installation shall be by a licensed and properly insured installer knowledgeable about installation of Solar Energy Systems. Prior to installation, the installer shall have insurance coverage that meets the following minimums: (i) Worker's Compensation with minimum coverage required by California law; and (ii) Contractor's General Liability (including completed operations) with policy limits of at least \$500,000. The installer must, prior to installation, provide copies of certificates of insurance for the above policies and endorsements which name the Owner and the Mutual as additional insureds to the Mutual.
- L. All installations must be in accordance with the manufacturer's installation specifications and instructions.
14. Installation Period. Once work on the approved Solar Energy System has started, all work must be completed within a reasonable period of time, weather permitting

## SOLAR ENERGY

(i.e., no later than ninety (90) days after approval), and must not be a safety hazard to Residents, guests, neighboring Units and/or the Common Area.

15. Inspection. The Mutual may inspect a Solar Energy System at any time to ensure compliance with the provisions of this Solar Energy Policy and the alteration application, as approved. If the Mutual determines that the installation is not in accordance with the provisions of the Declaration, the Alterations Policy, this Policy and/or the approved alteration application, the Mutual may require the Owner, at the Owner's expense, to remove or otherwise modify the Solar Energy System to comply with the provisions of this Solar Energy Policy and/or the approved alteration application.
16. Maintenance of the Solar Energy System. The Owner is solely responsible for the installation, maintenance, repair, replacement, use, removal and/or reinstallation of any Solar Energy System he or she installs with approval, whether located in the Unit, in or on Exclusive Use Common Area, or in or on Common Area.
17. Mutual's Increased Maintenance Costs. Owners shall be responsible for any increased costs incurred by the Mutual in maintaining or repairing the Common Area or those portions of a Unit or Exclusive Use Common Area which the Mutual 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.
18. Improper Installation. If a Solar Energy System is improperly installed, the Owner shall be responsible for any costs associated with correcting the installation or relocating the Solar Energy System to another location.
19. Removal and Reinstallation. The Owner shall be required to remove the Solar Energy System at his or her own cost or expense if necessary to enable the Mutual to meet its maintenance, repair and/or replacement obligations as imposed by the Declaration and/or California law. Should an Owner fail to remove the Solar Energy System upon the Mutual's request, the Mutual may remove the Solar Energy System at the Owner's expense. Unless there is an emergency, the Mutual shall provide the Owner with at least fifteen (15) days advance written notice. The Mutual shall not be responsible for any damage to the Solar Energy System or loss of use due to removal of the Solar Energy System. If the Mutual must remove the Solar Energy System, the Mutual may levy a Reimbursement Assessment, as provided in section 6.7 of the Declaration, to reimburse the Mutual for costs incurred in removing the Solar Energy System, after giving the Owner notice and an opportunity for a hearing in accordance with the Governing Documents. If the Mutual must remove the Solar Energy System, the Mutual shall not be responsible for replacing or reinstalling it. Reinstallation of the Solar Energy System shall be at the Owner's sole cost and expense and shall be in compliance with the

## SOLAR ENERGY

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Declaration, this Solar Energy Policy, and any other Policies, including the Alterations Policy.

20. Inoperable System/Equipment. If a Solar Energy System becomes inoperable, either by damage or termination of service, the equipment must be removed from the structure and any and all damage repaired at the sole cost of Owner.
21. Liability/Reimbursement. The Owner shall be liable for any injury to persons or property arising from the installation, maintenance, use or removal of the Solar Energy System. The Owner assumes all responsibility for any and all damage to his or her Unit, other Units, Exclusive Use Common Area, and/or Common Area, and any other property damage and/or personal injury resulting from the installation, maintenance, service or removal of the Solar Energy System, including but not limited to roof leaks and damage caused by roof leaks which are the result of the installation, service or removal of the Solar Energy System. The Mutual may recover from the Owner any expenses it incurs in connection with any violation of this Solar Energy Policy, in any manner provided by law or permitted by the Declaration, Policies and Mutual Bylaws including, without limitation, imposition of a Reimbursement Assessment, as provided in section 6.7 of the Declaration, against the Owner and his or her Unit to reimburse the Mutual for costs incurred, provided the Owner's liability has been established after notice to the Owner and the opportunity for a hearing in accordance with the Governing Documents.
22. Mutual Not Responsible. The Mutual is not responsible for any accidents or incidents which may occur during installation, maintenance, use or removal of the Solar Energy System. Additionally, the Mutual is not responsible for the installation, maintenance, repair, replacement, removal, and/or reinstallation of any Solar Energy System.
23. Sale of Unit. Upon resale or transfer of any Unit which has a permitted Solar Energy System, the buyer or transferee (as the case may be) shall agree in writing to assume all of the Owner's duties and responsibilities as outlined in this Policy. The buyer or transferee's written agreement shall be in a form acceptable to the Mutual and executed by all of the parties before escrow can close and the transfer of the ownership can be legally completed. If a buyer or a transferee does not agree in writing to assume responsibility for the Solar Energy System, the Owner must, prior to the close of escrow, remove the Solar Energy System and restore the area where the Solar System had been located. In particular, any penetration patches must be completely sealed with paintable sealant. The removal must be approved by the Mutual and all costs relating to the removal of the Solar Energy System and restoration of the surrounding area shall be the sole responsibility of the Owner. The Mutual may recover any costs incurred to repair damages from escrow or via imposition of a Reimbursement Assessment.

**SOLAR ENERGY**

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

Adopted and Revised:  
October 26, 2015  
July 23, 2018

## SURVEILLANCE EQUIPMENT

Page 1 of 5

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

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

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

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

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

## SURVEILLANCE EQUIPMENT

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

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

4. Installation Requirements.

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

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

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

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

## SURVEILLANCE EQUIPMENT

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

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

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

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

6. Maintenance and Removal.

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

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

## SURVEILLANCE EQUIPMENT

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

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

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

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

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



**SURVEILLANCE EQUIPMENT**

maintenance, repair, replacement, use, removal and/or reinstallation of any Surveillance Equipment in the Unit, Exclusive Use Common Area, or Common Area of the Mutual.

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

Adopted:  
July 23, 2018

**VOTING AND ELECTION RULES**

**Article 1 MEDIA**

- 1.1 Access to Mutual Media - Candidates for The Board. The Board may but is not required to make Mutual media (i.e. publication in Mutual newsletter or newspaper or other notices mailed or delivered by the Mutual to the owners or the Units) available to qualified candidates running for election to the board for purposes that are reasonable related to the election in which that candidate is running. If the Board allows any candidate access to Mutual media, then all qualified candidates shall be allowed equal access to the same media.
- 1.2 Access to Mutual Media - Other Matters. If the board utilizes Mutual media to advocate a point of view on any matter (other than election of directors) that requires member approval or allows any member access to Mutual media for that purpose, then all members advocating a different point view shall be allowed equal access to the same media. The Board shall not be required to allow access to more than one member advocating the same point of view.
- 1.3 Equal Access.Equal access shall mean, in the case of written statements, publication of written statements not to exceed a predetermined number of words and, in the case of statements made at Mutual-sponsored forums by candidates for election to the board, proponents and opponents of measures under consideration, statements not to exceed a predetermined length of time. Written qualification statements of Board candidates shall not exceed 300 words. The Board shall not edit or redact any statement but shall not be required to publish any statement that exceeds the predetermined length restrictions.
- 1.4 Responsibility for Content. All statements published in Mutual media pursuant to the "equal access" rules must identify the author or proponent. No anonymous statements will be permitted. The author and/or proponent of any statement or point of view shall be solely responsible and liable for the content of their statements. The Mutual shall not be responsible or libel for the content of any statement published pursuant to the 'equal access" rules. Statements on behalf of candidates for election to the board shall be limited to personal statements by the candidate concerning the candidate's qualifications to serve on the Board.

## VOTING AND ELECTION RULES

### ARTICLE 2 VOTING BY SECRET BALLOTS

All voting by the members shall be conducted by secret ballot using a "double envelope system" as described in Civil code Section 1363.03 (e). The ballot and envelopes shall be mailed or delivered to the members entitled to vote in the vote or election.

### ARTICLE 3 INSPECTIONS OR ELECTION

- 3.1 Appointment of Inspectors. Whenever there is a membership vote or election, the Board shall appoint one of three inspectors of election.
- 3.2 Qualification of Inspectors of Election. Inspectors may be any persons the Board reasonably believes to be independent with respect to the matter or matters being voted on and may include the Mutual's manager (i.e., staff of Mutual Operations Division or "MOD"), accountant, legal counsel or members of the Mutual, but may not be a member of the board or a candidate for election to the board or a family member of a current member of the Board or of a candidate.
- 3.3 Indemnification of Inspectors; Liability Insurance. Inspectors of Election shall be deemed to be agents of the Mutual for purposes of Corporations Code Section 7237 and shall be entitled to indemnification by the Mutual to the fullest extent provided by law. As provided in Corporations Code Section 7237(i), the Mutual shall have the power to purchase and maintain insurance on behalf of any agent of the Mutual against any liability asserted against or incurred by the agent in his or her capacity as an agent of the Mutual or arising out of the agent's status as such, whether or not the Mutual would have the power to indemnify the agent against such liability under the provisions of Corporations Code Section 7237.

### ARTICLE 4 CANDIDATES FOR THE BOARD

- 4.1 Qualification of Candidates. Candidates for the Board must be members in good standing and residents of the Walnut Creek Mutual Sixty-eight - eagle Ridge Project (Bylaws Section 5.2) who have not been declared of unsound mind by a final order of court or been convicted of a felony (Corporations code Section 7221(a)). Co-Owners of one or more units in the Project may not serve on the Board at the same time (Bylaws Section 5.2). "Member" means the record owner (a person who holds legal title to the property, i.e., is named in the deed for the property).

## VOTING AND ELECTION RULES

Page 3 of 3

- 4.2 Nominations. The Board shall publish a notice recruiting candidates for the Board and stating the deadline for receipt of nominations. Any member who satisfies the qualifications may place his or her name in nomination for the Board by giving written notice to the board before the published deadline for receiving nominations. In addition, the board shall appoint a nominating committee to nominate qualified candidates.

### ARTICLE 5 MEMBER VOTING RIGHTS

- 5.1 Qualification for Voting. Only members in good standing shall be allowed to vote. A member shall be deemed to be in good standing unless, after notice to the member and an opportunity for hearing, the Board has found the member to be not in good standing and has so notified the member in accordance with civil code Section 1363(h). As long as any co-owner of a unit is not in good standing, no vote shall be permitted for the unit.
- 5.2 Voting Power of Each Membership. Only one vote shall be cast for each Unit. Once a ballot is received by the inspector of election, it may not be rescinded. Cumulative voting is not permitted in the election of directors.
- 5.3 Election by Acclamation. If, as of the published deadline for receiving nominations, the number of qualified candidates for election to the Board is not more than the number of Directors to be elected, then the qualified candidates shall be declared elected and written notice of the election shall be given to the members.
- 5.4 Proxies. As defined in Corporations Code Section 5069, "proxy" means a written authorization signed by a member or the member's attorney-in-fact giving another person or person's power to vote on behalf of such member. In any election or vote of the members conducted by the Mutual, only official ballots issued by the Mutual shall be counted as votes. Proxies are not ballots and are not valid as votes in any election or vote conducted by the Mutual.

Adopted:  
June 26, 2006

## WORK SITE RULES

Page 1 of 2

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

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

**WORK SITE RULES**

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

Adopted:  
April 28, 2003

# APPENDICES

## **Appendix A: Committee Charters**

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

## **Appendix B: General Maintenance and Repair Information**

## **Appendix C: Alteration Agreement Request Procedure**

## **Appendix D: Eagle Ridge Building Color Palette**

## **Appendix E: Landscape Change Procedures**

Revised and Adopted:

April 28, 2003

May 24, 2004

June 28, 2004

May 22, 2006

June 13, 2006

March 22, 2010

May 24, 2010

November 26, 2018

January 28, 2019

# APPENDIX A

## COMMITTEE CHARTERS

Standing Committee Charters .....	A-2
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Revised and Adopted:

April 28, 2003

May 24, 2004

June 28, 2004

May 22, 2006

June 13, 2006

March 22, 2010

November 26, 2018

January 28, 2019



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

The following are the Standing Committees of Mutual 68:

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

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

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

- Purpose**
- Responsibilities**
- Meetings**

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

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

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

The Board will also appoint a Database Consultant to maintain records pertaining to units and members of Eagle Ridge.

## **FINANCE COMMITTEE CHARTER**

### **Purpose**

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

### **Responsibilities**

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

### **Meetings**

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

## **Membership**

The Committee shall consist of an odd number of voting members, but not fewer than five (5). There may also be up to two (2) alternate, non-voting members. Alternate members are encouraged to attend all meetings but may only vote if an insufficient number of regular members are present to constitute a quorum. There shall be at least one non-voting Board Liaison to the Committee whose primary function shall be to facilitate communications between the Committee and the Board. Members shall be selected on the basis of area served, expertise and interest and ability to make a contribution to the Committee.

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

**Purpose**

The purpose of the Committee shall be to provide financial advice, analysis and information to the Board to better enable the Board to make sound business decisions

The Building Committee will plan, organize, and develop a program of work that encompasses the studies and on-going maintenance requirement for all buildings, streets, sidewalks, and related construction items throughout the mutual and common area. The Committee will recommend policy issues for the Mutual 68 Board to consider.

**Responsibilities**

1. To develop plans and schedules for painting building components and hardscape resurfacing and repairs and/or replacement according to the reserve study schedule. This work is to be completed by September 1<sup>st</sup> of each year.
2. "In cooperation with MOD and the Emergency Preparedness Committee, to ensure that fire extinguishers, fire sprinkler pressure systems and smoke detector batteries are checked/tested/changed on an appropriate periodic basis.
3. To develop, for Board approval, procedures for the submission, approval, and monitoring of requests for construction or alteration to the common areas and/or exclusive use common areas. Such procedures are to be in conformance with policies and procedures established by Mutual Operations Division.
4. To recommend actions to the Board regarding Non-Standard Alterations proposed by homeowners.
5. To work closely with Mutual Operations Division and Homeowners as alterations are submitted and approved and repairs/maintenance is scheduled.
6. To recommend policy issues for the Board to consider.
7. To perform such other duties as may be assigned by the Board from time to time.

**Meetings**

The Committee will establish and maintain a regular meeting schedule and will maintain written records of meetings. Oral and/or written reports will be submitted to the Board and membership at each regular and annual meeting.

**Membership**

The Committee shall consist of nine to eleven members, including the Chairperson selected by the chair with the consensus of the Committee. Members shall be selected on the basis of area served, expertise and interest and ability to make a contribution to the Committee.

**Officers**

A vice-chair and secretary shall be appointed by the Committee to carry out the duties and responsibilities as required.

See also Appendix B - General Maintenance and Repair Information  
See also Appendix C - Alteration Agreement Request Procedure  
See also Appendix D - Eagle Ridge Building Color Palette

Adopted and Revised:  
April 28, 2003  
June 13, 2006  
March 22, 2010

## Community Information Committee Charter

### Purpose

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

### Specific Responsibilities

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

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

### Committee Membership/Meetings

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

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

Adopted and Revised:

April 28, 2003

May 24, 2004

May 22, 2006

November 26, 2018

## LANDSCAPE COMMITTEE CHARTER

### **Purpose:**

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

### **Responsibilities:**

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

### **Membership**

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

### **Meetings**

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

### **Officers**

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

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

## **NOMINATING COMMITTEE CHARTER**

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

### **Purpose**

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

### **Responsibilities**

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

### **Meetings**

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

Reference: Bylaws 6  
Adopted:  
April 28, 2003



## **SOCIAL COMMITTEE CHARTER**

### **Purpose**

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

### **Responsibilities**

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

### **Membership**

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

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

### **Officers**

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

### **Meetings**

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

Adopted and Revised:  
April 28, 2003  
June 13, 2006  
March 22, 2010  
June 25, 2018

# **APPENDIX B**

## **GENERAL MAINTENANCE AND REPAIR INFORMATION**

Adopted and Revised:

April 28, 2003

March 9, 2004

July 25, 2005

May 24, 2010

## GENERAL MAINTENANCE AND REPAIR INFORMATION

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### **Introduction**

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

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

### **Mutual Operations Division Phone Numbers**

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

### **Approval Authority**

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

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

### **Labor and Material Charges**

The hourly rate for each service person on a job is calculated from the time they arrive at the residence or place of work until they depart. The labor charge, which is based on current costs and a mark-up for indirect expenses, is reviewed regularly and adjusted when necessary to recover the costs of providing services. A premium is assessed for work performed after hours and on weekends. Current charges may be obtained by telephoning the MOD Work Order Desk at 988-7650.

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

### **Responsibility for Payment**

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

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

### **Differences of Opinion**

MOD Order Desk personnel will advise residents at the time orders are called in that work items may be billable to them. Service personnel at the worksite will also advise residents before commencing work if the work is billable to them. If the resident then chooses not to have the work performed, the resident will be billed a minimum service charge. If there is a difference of opinion between the service person and the resident regarding cost of service or whether the item is

the resident's responsibility, the service person will not commence work, will note "resident refused work" on the work order, and indicate the work is complete. The work order will be processed as usual and the service person's time will be billed to the resident.

**Pre-approved Services**

Residents may request the following services without additional authorization:

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

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

Mutual Responsibility	Resident Responsibility
-----------------------	-------------------------

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

Adopted:  
April 28, 2003

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

Adopted and Revised:  
 April 28, 2003  
 July 25, 2005  
 May 24, 2010

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

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



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

Adopted:  
April 28, 2003

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

Adopted:  
April 28, 2003

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

Adopted:  
April 28, 2003

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

Adopted:  
April 28, 2003

**Plumbing**

- Repair leaks or remove stoppages within the floor slab, wall or attic
- Repair/replace outside faucets
- Adjust building water pressure regulator
- Remove debris from water supply lines, valves and aerators
- Install relief valves ("beehives") in waste line
- Fire sprinkler service system

- Repair leaks or clear stoppages inside the manor from the point where the pipe leaves the drywall and enters the room
- Repair/replace/adjust toilet seats, tank, bowl, valves, etc.
- Repair/replace cracked, crazed, chipped or rusted sinks/basins/tubs/ shower pans
- Repair/replace traps, pipes, faucets, baskets, seals, etc.
- Repair/replace/clean bathtub and sink stoppers or components
- Repair/replace kitchen sink, soap dispenser or components
- Re-caulk/re-grout bathtub/sink/shower door frames and tracks
- Repair/replace water filters

Note: It is recommended that braided stainless-steel water supply lines be installed when replacing water supply lines to washing machines

Adopted:  
April 28, 2003

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

Adopted:  
April 28, 2003

# **APPENDIX C**

## **ALTERATION AGREEMENT REQUEST PROCEDURE**

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

## ALTERATION AGREEMENT REQUEST PROCEDURE

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### Introduction

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

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

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

### Building Maintenance Department

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



**Alterations to Building Interiors**

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

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

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

**Floor Coverings - Upper Fourplex Units**

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

**Alterations to Exclusive Use Common Areas**

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

**Encroachment into the Common Area**

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

**Planning Prior to Commencing Permit Process**

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

**Permit Approval Process**

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

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

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

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

**Inspections During Work and upon Completion**

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

**Potential Problems with Unapproved Alterations**

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

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

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

**Saving of Documents**

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

**"Standard" Alterations**

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

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

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

Adopted and Revised:

April 28, 2003

June 28, 2004

October 25, 2005

September 12, 2006

April 28, 2008

**Guidelines for Alterations to Exclusive Use Common Areas:**

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

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

Adopted and Revised:

April 28, 2003

June 28, 2004

October 25, 2005

June 13, 2006

September 12, 2006

# **Appendix D**

## **Eagle Ridge Building Color Palette**

Revised 6/22/18

**EAGLE RIDGE BUILDING COLOR PALETTE**

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

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

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



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

2836 Saklan Indian Dr.	6604	A	2936 Saklan Indian Dr.	6614	A
2838 Saklan Indian Dr.	6604	A	2938 Saklan Indian Dr.	6614	A
2842 Saklan Indian Dr.	6605	C	2952 Saklan Indian Dr.	6615	B
2844 Saklan Indian Dr.	6605	C	2954 Saklan Indian Dr.	6615	B
2846 Saklan Indian Dr.	6605	C	2956 Saklan Indian Dr.	6615	B
2848 Saklan Indian Dr.	6605	C	2958 Saklan Indian Dr.	6615	B
2852 Saklan Indian Dr.	6606	B	2962 Saklan Indian Dr.	6616	C
2854 Saklan Indian Dr.	6606	B	2964 Saklan Indian Dr.	6616	C
2856 Saklan Indian Dr.	6606	B	2966 Saklan Indian Dr.	6616	C
2858 Saklan Indian Dr.	6608	B	2968 Saklan Indian Dr.	6616	C
2861 Saklan Indian Dr.	6607	E	2982 Saklan Indian Dr.	6617	A
2863 Saklan Indian Dr.	6607	E	2984 Saklan Indian Dr.	6617	A
2865 Saklan Indian Dr.	6607	E	2986 Saklan Indian Dr.	6617	A
2871 Saklan Indian Dr.	6608	B	2988 Saklan Indian Dr.	6617	A
2872 Saklan Indian Dr.	6609	C	2992 Saklan Indian Dr.	6618	B
2873 Saklan Indian Dr.	6608	B	2994 Saklan Indian Dr.	6618	B
2874 Saklan Indian Dr.	6609	C	2996 Saklan Indian Dr.	6618	B
2876 Saklan Indian Dr.	6609	C	2998 Saklan Indian Dr.	6618	B
2878 Saklan Indian Dr.	6609	C			
2881 Saklan Indian Dr.	6610	D	603 Shadowhawk Way	6714	D
2882 Saklan Indian Dr.	6611	A	605 Shadowhawk Way	6714	D
2883 Saklan Indian Dr.	6610	D	606 Shadowhawk Way	6725	A
2884 Saklan Indian Dr.	6611	A	608 Shadowhawk Way	6725	A
2886 Saklan Indian Dr.	6611	A	613 Shadowhawk Way	6715	E
2888 Saklan Indian Dr.	6611	A	615 Shadowhawk Way	6715	E
2889 Saklan Indian Dr.	6610	D	616 Shadowhawk Way	6724	C
2912 Saklan Indian Dr.	6612	B	618 Shadowhawk Way	6724	C
2914 Saklan Indian Dr.	6612	B	621 Shadowhawk Way	6716	A
2916 Saklan Indian Dr.	6612	B	622 Shadowhawk Way	6723	D
2918 Saklan Indian Dr.	6612	B	624 Shadowhawk Way	6723	D
2922 Saklan Indian Dr.	6613	C	625 Shadowhawk Way	6716	A
2924 Saklan Indian Dr.	6613	C	627 Shadowhawk Way	6716	A
2926 Saklan Indian Dr.	6613	C	628 Shadowhawk Way	6723	D
2928 Saklan Indian Dr.	6613	C	631 Shadowhawk Way	6719	A
2932 Saklan Indian Dr.	6614	A	632 Shadowhawk Way	6722	E

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

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

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

## **APPENDIX E**

### **LANDSCAPE CHANGE PROCEDURES**

*Adopted: April 28, 2003*

***LANDSCAPE CHANGE PROCEDURES*****Table of Contents**

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**Introduction**

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

**Approval Procedure**

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

**Labor and Material Charges**

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

**Common Area Adjacent to Residence**

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

**Prohibited Trees and Plantings**

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

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

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

**Exclusive Use Common Area Restrictions**

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

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

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

**Routine Pruning Requests**

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

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

**Tree Removal and Pruning for View Enhancement**

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

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

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

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

**Stepping Stone Installation Requests**

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

WALNUT CREEK MUTUAL SIXTY-EIGHT  
LANDSCAPE CHANGE PERMIT APPLICATION

SECTION 1:

NAME \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_

DESCRIPTION OF PROPOSED LANDSCAPE CHANGE

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

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

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
DATE



SECTION 2:  
APPROVALS OF NEIGHBORS -IF REQUIRED

SIGNATURE	DATE	ADDRESS
_____	_____	_____
_____	_____	_____

SECTION 3:  
LANDSCAPE MAINTENANCE DEPARTMENT

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

\_\_\_\_\_ DATE \_\_\_\_\_  
MOD LANDSCAPE MANAGER

SECTION 4:  
MUTUAL 68 LANDSCAPE COMMITTEE

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

\_\_\_\_\_ Date \_\_\_\_\_  
LANDSCAPE COMMITTEE CHAIRPERSON

SECTION 5:  
APPEAL TO THE MUTUAL 68 BOARD OF DIRECTORS FOR APPROVAL

The landscape change described in this application is authorized subject to the following conditions or is denied for the stated reason

\_\_\_\_\_ DATE \_\_\_\_\_  
PRESIDENT, WALNUT CREEK MUTUAL 68