



Rules and Policies

If this document contains any restrictions based on race, religion, gender, sexual orientation, familial status, marital status, disability, national origin, ancestry or source of income as defined in subdivision (p) of Section 12955, 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.

Mutual Fifty-Three Rules and Policies

Adopted 02/23/2024

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INTRODUCTION

The name of the corporation is Walnut Creek Mutual No. 53. The principal office of Mutual 53 shall be in the City of Walnut Creek, Contra Costa County, California or such other place within a reasonable distance from and convenient to the Mutual as the Board of Directors may from time to time designate by resolution. The guiding principle of the Board is to make the governance of the Mutual as open, as accessible, and as helpful as possible.

This set of Rules and Policies for the Mutual is intended to provide the Board of Directors, the Committees appointed by the Board, the Managing Agent, and the Mutual's Members ready access to information they need to carry out their respective responsibilities and assignments.

These rules and policies implement and interpret and expand on a number of applicable Federal, State and local laws and regulations, specifically:

1. California Corporations Code,
2. California Civil Code, (including the Davis-Stirling Act)
3. Common Interest Development Case Law,
4. City of Walnut Creek Building Codes,
5. Restated Declaration of Covenants, Conditions, & Restrictions of the Mutual,
6. Articles of Incorporation of the Mutual, and
7. Bylaws of the Mutual.

The documents named above establish the parameters within which the Board of Directors of the Mutual manages, operates, and maintains the properties of the Mutual as required by the Articles of Incorporation. The Board has considerable latitude in operating within the established parameters.

The overall objectives of the Mutual, in no specific order of importance, are to:

1. Maintain buildings and common areas within the control of the Mutual, landscaping, entryway streets, and utilities to high standards as established by experts in the fields involved,
2. Manage finances prudently,
3. Maintain adequate insurance coverage,
4. Avoid exposure of Owners and Board members to unacceptable liability,
5. Maintain communications with Owners as required by the Civil and Corporations Code. Such compliance is by providing access to Board minutes and these Rules and Policies, distributing financial information, and making necessary disclosures.

ARTICLE 1: Definitions

1.1 “Architectural Standards” means those rules, policies, and guidelines which govern the making of physical changes, alterations, repairs or improvements to Units, Common Areas and Exclusive Use Common Areas.

1.2 “Articles” means the Mutual’s Articles of Incorporation.

1.3 “Assessment” means any Regular Assessment, Special Assessment, Reimbursement Special Assessment, or any other assessment levied, imposed, or assessed against a Member’s Unit in accordance with the provisions of the Governing Documents or applicable law. The “Regular Assessment” may also be referred to as the “Annual Assessment” or the “coupon.”

1.4 “Balcony” shall mean a raised platform, typically enclosed by a railing, adjacent to an upper-level Unit, the upper level of a Unit, or the lower level of a Unit which is not located at ground level, the exclusive use of which is set aside, allocated, assigned, and/or restricted to the exclusive use of the Residents of the Unit to which it is adjacent. Balconies are Exclusive Use Common Area.

1.5 “Board” or “Board of Directors” means the Board of Directors of the Mutual.

1.6 “Budget” means a pro forma operating budget, showing the Mutual’s estimated revenue and expenses on an accrual basis, for a twelve (12) month period.

1.7 “Bylaws” means the duly adopted Bylaws of the Mutual, including any amendments.

1.8 “Capital Improvement” means the original construction of an improvement that did not previously exist, as distinguished from the repair, upgrade, or replacement of an existing improvement.

1.9 “Carport” means a covered space located in the Common Area established and designed for the parking of motor vehicles, the exclusive use of which is set aside, allocated, assigned, and/or restricted to the exclusive use of the Residents of a particular Unit, as set forth on the recorded grant deeds for that Unit or Carport. Carports are Exclusive Use Common Area.

1.10 “CC&Rs” means the Restated Declaration of Covenants, Conditions and Restrictions and any amendments to the CC&Rs.

1.11 “Common Expenses” means the costs, expenses and charges in connection with maintaining, managing, insuring, operating, repairing, improving or replacing the Common Areas or managing the affairs of the Mutual. Common Expenses include, but are not limited to, those amounts reasonably necessary for Reserves.

1.12 “Condominium” means an estate in real property, as defined in Civil Code Section 4125, consisting of an undivided interest in all or any portion of the Common Area together with a separate fee interest in a Unit and all easements appurtenant thereto as described in the CC&Rs or in the deed conveying a Condominium.

1.13 “Davis-Stirling Act” means and refers to the Davis-Stirling Common Interest Development Act which is the portion of the California Civil Code beginning with Section 4000 that governs common interest developments.

1.14 “Director” means any member of the Mutual’s Board of Directors.

1.15 “Elevated Walkway” means a Common Area walkway which is raised above ground level and typically includes walls and/or railings.

1.16 “Garage” means a space in the Common Area established and designed for the parking of motor vehicles, the exclusive use of which is set aside, allocated, assigned to the exclusive use of the Residents of a particular Unit, as set forth on Exhibit A. The perimeter and vertical boundaries of each Garage space are to the interior unfinished surfaces of the doors, walls, floor, and ceiling. Each Garage comprises the airspace encompassed within its boundaries and the automatic garage door opening system, if any, and does not include the physical components enclosing that space other than the finishes on the surface thereof. Garages are Exclusive Use Common Area.

1.17 “Guest” or “invitee” means a person who is temporarily on the premises by the express or implied invitation of a Resident.

1.18 “Improvements” means all buildings and other structures located within the Mutual, including, but not limited to, streets, sidewalks, and utilities.

1.19 “Lease” or “Rent” and all related forms of such words, whether such terms are capitalized or not, mean and include leases, rental agreements, licensing agreements, leasing, renting, licensing, to lease, to rent, to license and all related word forms as the context dictates.

1.20 “Maintenance” or to “maintain” (whether the term is capitalized or not) shall mean the act of caring for property, preserving it from failure or deterioration, including but not limited to painting, caulking, cleaning, and minor, non-structural upkeep.

1.21 “Manager” means any Person or company employed or retained by the Mutual to oversee the operation, maintenance, and management of the Mutual.

1.22 “Member” means the Owner, whether one or more Persons, of a Condominium within the Mutual as evidenced by a publicly-recorded deed to the Condominium, but excluding any Person or Persons having such an interest in the Condominium merely as security for the performance of an obligation. Membership is appurtenant to and may not be separated from the record fee ownership of a Condominium and may not be transferred, encumbered, pledged, alienated, or otherwise separated in any way, except in connection with the record sale of a fee interest of the Condominium to which it is appurtenant. Where the CC&Rs impose restrictions on a Member, the restriction also applies to Member’s Tenants, and Member’s and Tenant’s family, Guests and Invitees.

1.23 “Mutual” means Walnut Creek Mutual No. 53, a California nonprofit, mutual-benefit corporation. The Mutual includes, when the context requires, its Officers, Directors, employees and agents.

1.24 “Owner” means the owner, whether one or more Persons, of the publicly-recorded fee title to any Condominium within the Development, but excluding any Person or Persons having such an interest in the Condominium merely as security for the performance of an obligation.

1.25 “Parking Areas” includes those portions of the Mutual used for the parking of vehicles.

1.26 “Regular Assessments” means assessments other than Special Assessments and Reimbursement Assessments, levied or imposed against Members in order to perform the Mutual’s obligations under the Governing Documents or the law. Regular Assessments are sometimes called the “Annual Assessment” or the “coupon.”

1.27 “Reimbursement Special Assessments” or “Reimbursement Assessments” means those Special Assessments levied against Members and for which the Member is responsible for expenses incurred by the Mutual arising out of: (i) actions or omissions of Members, Tenants or their respective family, guests, invitees, vendors, or pets; (ii) materials or services provided to Members, Tenants or their respective family, guests, invitees, animals or pets; or (iii) conditions originating in a Unit.

1.28 “Renovation” means any improvements, additions, alterations, or modifications made by a Member in or to any Unit or Exclusive Use Common Area.

1.29 “Repair” (whether the term is capitalized or not) means the minor restoration of property that is torn, broken, or otherwise damaged, or has sustained wear, tear, or deterioration such that minor restoration is necessary.

1.30 “Replacement” or to “replace” (whether the term is capitalized or not) means substantial reconstruction, restoration, or substitution of the whole or a substantial part of property that has been damaged or destroyed through usage or through hazard or catastrophe such that it is no longer useable or serviceable in its current condition.

1.31 “Resident” means any Person who resides in a Unit within the Mutual whether or not such Person is an Owner.

1.32 “Rules and Policies” or “Rules” means the rules, regulations, and policies adopted by the Board to interpret and implement the Governing Documents and for the orderly conduct of the business of the Mutual.

1.33 “Senior Housing Residency Restrictions” means the residency policy described in Section 7.17 of Mutual 53’s CC&Rs.

1.34 “Separate Interest” means an individual Unit.

1.35 “Special Assessments” means assessments levied from time to time against Members if at any time during the fiscal year the Regular Assessments are inadequate to perform the Mutual’s obligations under the Governing Documents or the law, including, but not limited to, Common Area maintenance, repairs, replacements, unexpected expenses, capital improvements, and emergency repairs.

1.36 “Tenant” or “Lessee” means a Person who has been given the right to temporary use and occupancy of a Unit owned by a Member, whether such right to occupy and use is granted by a lease, rental agreement, license, or any other written agreement and whether consideration is paid in the form of money or any other tangible or intangible thing of value.

1.37 “Unit” or “Manor,” which terms are synonymous and may be used interchangeably, means those elements of a Condominium which are not owned in common with the Owners of other Condominiums in the Mutual.

1.38 “Utility Lines” means sewer lines, storm drains, water pipes, electricity lines, gas lines, telephone lines or cables, television cables, satellite dish cables, heating and air conditioning conduits, heating and air conditioning ducts, heating and air conditioning flues, fiber optic cables, data lines, community security systems, and other similar lines, pipes, cables, ducts, flues, and conduit pipes.

1.39 “Voting Power” means the total number of Units entitled to vote.

1.40 Unless the context clearly requires otherwise, all other terms are defined in the Davis-Stirling Act.

1.41 California Civil Code including the Davis-Stirling Act, Mutual 53’s CC&Rs, Articles of Incorporation and Bylaws supersede any Rules and Policies.

Article 2: Membership Rights and Privileges (Refer to Mutual 53's CC&Rs, page 8)

Article 3: Membership Obligations

3.1 Obligation to Follow Governing Documents. Members, Tenants and Residents must follow the Mutual's Governing Documents and ensure their respective family, guests and invitees abide by the Governing Documents.

3.4 Obligation to Provide Telephone Number. Per California Civil Code 4041, as of 2023, all owners of a Community Association (Mutual) must provide written notice annually of the following:

- 1) The owners/resident(s) telephone number(s),
- 2) The member's Preferred delivery method for receiving notices from the association, including the option of a mailing address and/or a valid email address.
- 3) A Secondary delivery method (if any) for receiving notices from the association, including the option of a mailing address and/or a valid email address.
- 4) The name, address, phone and email address of the owner's legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of the owner's extended absence from the separate interest.
- 5) Whether the separate interest is owner-occupied or is rented.

Article 4: Duties of the Mutual (Refer to Mutual 53's CC&Rs, page 11)

Article 5: Architectural Control

5.1 Any Renovations that are unapproved, done without required city permits, or completed differently than the approved plans are automatically deemed disapproved. The Member must promptly remove or correct the disapproved Renovations.

5.4 No Exterior Installations. Installations of any kind, including but not limited to, Solar Energy Systems, trellises, awnings, electric lines, televisions antennas, satellite dishes (except as permitted by law), machines or air conditioning units, on the exterior of the Unit or that protrude through the walls or the roof, are prohibited except as authorized by the Architectural Review Committee.

5.5 Architectural Rules. The Board is authorized to adopt, amend, and repeal Architectural Rules. These Architectural Rules interpret and implement the provisions of the CC&Rs by setting forth the standard and procedures for the review and approval of proposed Renovations, guidelines or requirements for architectural design, placement of a Renovation, color schemes, exterior finishes and materials, and similar features which are recommended or required for use within the Mutual provided that the Architectural Rules meet any minimum standards required by the CC&Rs. If any conflict exists between the Architectural Rules and the CC&Rs, the CC&Rs prevail.

5.7 Submission of Plans and Approval Process (refer to Mutual 53's CC&Rs, page 16)

5.12 Members are responsible for obtaining any necessary city or other governmental approvals or permits prior to beginning any Renovations.

5.13 Hard-Surface Flooring

In lieu of carpeting, hard surface flooring on the second floor requires an alteration permit that includes but is not limited to a floater floor with no fasteners within 1/8 inch of a wall and equal to or greater than an IIC (Impact Insulation Class) rating of 74 or better as verified on the application by installer/vendor/architect. When changing only areas of existing hard surface flooring, (i.e. kitchen, bathroom, entryway) an IIC rating of 50 is permissible.

If a second floor unit had existing hard surface flooring prior to the adoption of these Rules and Policies, this section does not apply until the unit is sold. Once the unit is offered for sale, the previous owner must disclose to potential buyers that the flooring in said unit must be brought up to compliance with this section.

On the first floor, the IIC rating of 50 is required for hard surface flooring and, upon adoption of this policy, requires an alteration permit unless replacing same to same surface".

5.15 Building Department and Mutual Approvals. Any construction, repair, modification, or alteration of any Improvement requiring the issuance of a building permit must be submitted by the Member to the appropriate governmental entity for review and approval. The Architectural Review Committee may impose conditions of approval which are more restrictive than conditions imposed by governmental agencies. If the conditions of approval imposed by the governmental entity and the Architectural Review Committee conflict, the more restrictive conditions control.

The Alterations and Resales Department helps homeowners navigate the process of obtaining resales inspections and submitting applications for permits to do remodeling. Information can be found at: <https://rossmoor.com/residents/resident-services/alterations/>

Article 6: Maintenance, Repair and Replacement Responsibilities

6.2 a ii Balconies and Elevated Walkways. The only planter boxes allowed on deck railings must have the weight distributed evenly over the railing. They must have fasteners that extend under the rail to provide stability. If there are drainage holes, any holes on the deck-side of the planter-box must be plugged to prevent water from dripping onto the balcony/deck surface. No pots/planters are allowed to sit solely on top of the railing.

Saucers and spacers must be placed under potted plants to protect the coating on balconies and elevated walkways. If damage is done to the walkway surface, the owner of the adjacent balcony/walkway is responsible for the cost of the repair of the damage.

6.2 c ii Carports Nothing is to be stored in carports with the exception of wood for fireplaces.

6.2 g Electrical Vehicle Charging Stations (Refer to Article 10.6, page 12)

6.2 i ii Garages Storage is allowed in garages as long as it is in a safe and sanitary condition. There must be room in your garage to park a car unless the owner has no vehicle or only has one vehicle and owns a carport in which to park the car. There is a 6 month exception for new owners after moving into their unit and a 6 month exception to existing owners after these Rules and Policies become effective.

6.2 k Mailboxes An owner may only replace a mailbox after submitting and receiving approval for an Architectural Modification.

6.2 o Smoke Alarms The Mutual is only responsible for smoke alarms with a ten-year battery lifespan and the hard-wired smoke alarm. If an older non-ten-year smoke alarm is replaced by a ten-year battery smoke alarm, the Mutual will then be responsible for replacement after its lifespan.

6.2 q ii Window Systems and Sliding Glass Doors The term *Replacement of the entirety* of a window or door means that the replacement is to be a 'New Build' replacement and **not** a 'Retrofit' replacement where the new window or door is installed within the old frame.

6.5 Reimbursement Assessments for Damage to or Caused by Owner-Maintained Components (Refer to Mutual 53's CC&Rs, page 26)

Article 7: Use Restrictions

7.1 Antennas For the purpose of this policy, the term "antenna" means any direct broadcast system satellite dish, wireless cable antenna system, fixed wireless device (voice/data), television broadcast antenna system including any high-definition television antenna, and any component of or addition to such antenna, including, without limitation, poles, masts, tripods, brackets, cables, and wiring.

Owners who want to install an antenna on Exclusive Use Common Area balconies or patios must submit an alteration application providing at least thirty (30) days' notice prior to installation and obtain approval of the Mutual. Applications for any other Common Area location will be denied.

Antennas and satellite dishes must be installed so that they do not pierce the building envelope, i.e., they cannot be screwed directly into the building exterior. Additionally, antennas and satellite dishes may not be installed on balcony railings. No antenna or satellite dish may extend outside the airspace encompassed within a balcony or patio. Additional reasonable installation requirements may be imposed by the Mutual as part of the application approval process.

Owners must accept financial responsibility for maintenance, repair and replacement costs of roofs or other building components affected by the installation within the Exclusive Use Common Area balconies and patios.

Antennas may be installed only on Owners' balconies or patios and must be placed in the least obtrusive location possible that does not unreasonably delay the antenna's installation, or unreasonably interfere with the user's ability to obtain an acceptable quality signal. A satellite dish must be 36" or less in diameter.

Antennas must be installed in a safe manner, not endangering other residents or Common Area components.

If visible from a street or Common Area, the antenna must be painted to blend into the surrounding area.

Note: This policy is consistent with FCC Rule 207 and California Civil Code 4725.

7.2 Barbecues Only barbecues fueled by propane or electricity are permitted in the unenclosed Exclusive Use Common areas that are patios, decks, or balconies. Barbecues using charcoal fuel are not permitted for use in Mutual 53.

All barbecues must have a cover or lid that can close in case of a flare-up. Use of an electric barbecue where water is present requires that it be plugged into a Ground Fault Circuit Interrupter (GFI) outlet. When not in use, electric barbecues must remain unplugged.

Propane-fueled barbecues must not be operated within three feet of combustible materials above or on all sides of the barbecues. If there is a gas valve on the tank of a propane-fueled barbecue, the valve on this tank must be turned off when not in use. It is required that a fully charged ABC-rated fire extinguisher be available nearby when a propane-fueled barbecue is being used.

Barbecues must be operated in a respectful manner, not resulting in a nuisance to Neighbors. Residents shall not barbecue on Spare the Air days.

7.11 Occupancy (Refer to Mutual 53's CC&Rs, page 29)

7.18 Signs, Posters and Flags

Definitions

- 1) Commercial Signs: Any sign, flag, banner, or poster advertising a business, product or service, except Real Estate Signs as defined below.
- 2) Real Estate Signs: Window signs indicating a particular Unit is for sale, lease, or exchange.
- 3) Noncommercial Signs: Any sign, flag, banner or poster (usually political signage) not Included in the definitions above.

Commercial Signs All Commercial Signs, except Real Estate Signs, are prohibited in the Mutual.

Real Estate Signs One temporary Real Estate Sign not exceeding four (4) square feet of area may be placed in a window of a Unit that is for sale, lease or exchange. The information on the sign shall be limited to the name of the seller or agent, his or her telephone number and address and whether the property is for sale, lease or exchange. Any such sign must be removed within three days of close of escrow or lease of the Unit.

Noncommercial Signs One Noncommercial Sign or poster of nine (9) square feet or less and a Noncommercial flag or banner of fifteen (15) square feet or less may be placed within a Unit or Exclusive Use Common Area (but not in the general Common Area). No other Noncommercial Signs visible from other Units or Common Area are permitted.

Noncommercial Signs cannot obscure the view of any Resident.

7.19 Smoking and Vaping. All smoking, vaping, and use of e-cigarettes is prohibited everywhere in the Mutual, whether in Units, the Common Area or any Exclusive Use Common Area. "Smoking" means, but is not limited to, any practice by which a substance whether, tobacco, marijuana or any other substance, is burned for the purpose of inhaling its smoke. "Vaping" means inhaling water vapor to obtain nicotine, cannabis or any other substance. "E-cigarette" means an electronic device that vaporizes liquid nicotine, cannabis or any other substance. Additional Common Area restrictions concerning Smoking, Vaping and E-cigarette use, consistent with these CC&Rs, may be adopted by the Board.

7.20 Solar Policy (See Appendix of Mutual 53's Rules and Policies, page 34)

Article 8: Leasing and Rental Limitations

8.2 No Short-Term and Transient Rentals. No unit may be rented or leased for a period of thirty days or less

8.4 a Qualifications to Live in Rossmoor. All occupants of a rented or leased unit must meet the age limits required to reside in Rossmoor.

8.4 e Copy of Lease. A copy of the written lease must be provided to the Board prior to the occupancy of the Unit by a Tenant.

8.5 Rental Cap. No more than 25% of the Units in the Mutual may be leased to Tenants at any given time. (Further information regarding the Rental Cap is on page 32 of the CC&RS)

8.7 Governing Documents. Members must provide their Tenants with the Mutual's CC&Rs and Rules and Policies and ensure compliance with them.

Article 9: ANIMALS AND PETS

9.1 Pet Limitations. Usual domesticated dogs, cats, and birds may be kept in Units as pets. No more than two (2) dogs or two (2) cats or one of each may be kept as pets. Aquariums of 100 gallons or less are permitted to be maintained in Units with only non-poisonous, legal aquatic creatures excluding any snakes. No animal is permitted to be kept, bred, or maintained: (i) for any commercial purpose, (ii) in unreasonable numbers, or (iii) for any purpose that would involve any odor, noise or other nuisance which would unreasonably disturb the use and enjoyment of any portion of the Mutual by other Members. The Board is permitted to adopt additional Rules and Policies regarding the quantity, kinds and sizes of pets, and tanks which may be kept and other pet issues not conflicting with the CC&Rs.

9.6 Control. Pets are permitted in the Common Area, only as permitted by the Rules or the CC&Rs. All dogs in the Common Area must be on a leash held by a person capable of controlling the dog. The Mutual is permitted to remove any unleashed dog found within the Common Area to a pound or animal shelter under the jurisdiction of the city or county in which the Mutual is located.

Article 10 Vehicles and Parking

10.1 Management of Parking. The Mutual manages and controls the use of all Common Area parking and private streets.

- a) Any owner who has one or more vehicles must park one of the vehicles in their garage.
- b) Any vehicle in an unassigned parking stall may not be stored and must be driven at least every 72 hours unless a waiver is granted on a temporary basis by emailing the Board at wcmutual53@gmail.com.
- c) A vehicle may only be parked on the concrete apron of the driveway in front of a garage door or carport if no part of the vehicle protrudes into the roadway.

10.2 Restricted Parking. Only the following types of vehicles are permitted to be parked in parking spaces: automobiles, trucks, motorcycles, mopeds, and golf carts. Vehicles must be parked completely within the parking space. No RV, camper, boat, recreational watercraft, trailer, or any other similar oversize vehicle is permitted in any portion of the Common Areas or in any parking space.

10.4 Renting of Carports. Renting or leasing a Carport to a non-Member of Mutual 53, except to a Tenant as part of a lease of a Unit, is prohibited. However, Members may rent Carports from other Members on a month-to-month basis.

10.5 Proper Operating Condition. All vehicles parked or stored on Mutual 53 property must be maintained in proper operating condition, and not be a hazard or nuisance by noise, exhaust emissions, or appearance. All vehicles parked or stored in the Mutual must carry current registration tags and must be insured.

Electrical Vehicle Charging Stations

10.6 Power Sources for Electrical Automobiles. These rules are intended to comply with applicable law governing Electric Vehicle Charging Stations and protect the safety of residents and infrastructure from fires that can and have resulted from overloading the electric circuit or extension cord in a garage or carport.

This Rule applies to Common Area as well as Exclusive Use Common Area, i.e. garages and carports whether attached or detached (stand-alone) from Units.

10.6a Definitions For the purpose of this section

- 1) "Electric Vehicle" means a plug-in electric or hybrid automobile, sports utility vehicle (SUV), van or truck.

2) “Electric Vehicle Charging Station or “EVCS” means as set forth in California Civil Code section 4745(d) which defines Electric Vehicle Charging Station as “a station that is designed in compliance with the California Building Standards Code and delivers electricity from a source outside an electric vehicle into one or more electric vehicles. An electric vehicle charging station may include several charge points simultaneously connecting several electric vehicles to the station and any related equipment needed to facilitate charging plug-in electric vehicles.”

10.6b Electric Vehicles and Charging Stations. It is the policy of the Mutual to comply with Civil Code section 4745 by approving whenever reasonably possible, applications for the installation of EVCS and electric wiring and related components necessary to provide electricity sufficient to power approved EVCS installed in an Owner’s Exclusive Use Common Area (i.e. attached garage, attached carport, or stand-alone assigned garage/carport, as applicable). Such installation would provide ‘hard wire’ connections to the EVCS as opposed to providing plug outlets to supply power to portable charging devices.

10.6c Requirements. Any Mutual Owner who proposes to install an EVCS (“Applicant”) shall:

- a) Submit an executed “Alteration Agreement” to the Mutual in care of Golden Rain Foundation of Walnut Creek Mutual Operation Division (“MOD”)
- b) Follow the applicable procedures governing renovations set forth in the Mutual’s Architectural Rules and CC&Rs and,
- c) Obtain Board approval and procure an “Alteration Permit” prior to installation of the EVCS.

The following must accompany the fully filled out and executed Alteration Agreement for installation of an EVCS:

- 1) Plans and specifications clearly indicating where the EVCS is to be located, the brand or manufacturer, technical specifications and dimensions (i.e. height, width, weight etc.), as well as structural requirements.
- 2) An acknowledgment satisfactory to the Mutual that the Applicant will procure a homeowner liability insurance policy providing \$1 million in coverage and will provide satisfactory evidence to the Mutual, within fourteen (14) days of the Mutual’s approval of the EVCS and then henceforth annually, that the Mutual has in fact been named as an additional insured under the Applicant’s homeowner liability insurance policy providing \$1 million in coverage with a right of notice of cancellation; provided, however, that the Applicant shall not be required to maintain a \$1 million homeowner liability coverage policy for an EVCS utilizing an existing National Electrical Manufacturers Association standard alternating current power plug.

3) A fully executed recordable EVCS Installation and Maintenance Agreement substantially in the form attached hereto, approved by the Mutual, binding Applicant and his or her successors to:

- a. indemnify and hold harmless the Mutual
- b. if applicable, continue the \$1 million liability insurance and additional insured endorsement in effect,
- c. pay for the electricity usage associated with the EVCS,
- d. be responsible for costs of damage to the EVCS and related property from the installation, maintenance, repair, removal or replacement of the EVCS,
- e. Be responsible for costs of maintenance, repair and replacement of the EVCS,
- f. Disclose to prospective buyers the existence of the EVCS and the related responsibilities of the Applicant.

Alteration Agreements which include all specified submittals shall be responded to with 60 days of a valid submission.

Within fourteen (14) days of approval by Mutual of Applicant's request for permission to install the EVCS and before commencement of installation, the Applicant shall provide the Mutual with satisfactory evidence that the Mutual has been named as an additional insured under the Applicant's \$1 million homeowner insurance liability policy with a right of notice of cancellation; provided, however, that the Applicant shall not be required to maintain a \$1 million homeowner liability coverage policy for an EVCS utilizing an existing National Electrical Manufacturers Association standard alternating current power plug.

The installation of the EVCS shall be performed by a qualified, licensed and insured contractor meeting all the requirements set forth in the Alteration Agreement or otherwise imposed by the Mutual.

The Applicant shall be responsible for the installation of a separate meter or hard wire the EVCS back to the Unit's electrical meter to accommodate the EVCS. If installed, the meter shall be listed in the Applicant's name and all recharging and related expenses billed directly to the Applicant by Pacific, Gas and Electric (PG&E). All installations shall meet all applicable requirements established by state and local laws, PG&E and the Electric Vehicle manufacturer. Electric Vehicle Charging Stations may only be powered using metered circuits billed to the owner.

Mutual electrical outlets and metered electric circuits charged to the Mutual may never be used to power an EVCS.

The use of extension cords from the Unit to the garage, the carport or the EVCS unit is strictly prohibited.

The Applicant shall comply with all applicable governmental laws and regulations and procure all required City of Walnut Creek and governmental permits and authorizations before installing the EVCS. The EVCS shall meet all applicable governmental and industry safety standards, and local permitting requirements.

The EVCS shall be installed in a location acceptable to the Mutual. If visible from the other Exclusive Use Common Area or Common Area, the EVCS must conform to the surrounding structures and environment in design, size and appearance. Visually the installation shall appear neat and attractive, without exposed wiring or visible damage to surrounding improvements.

The Applicant and each successive owner of the EVCS shall pay for all electricity usage associated with the EVCS.

The Applicant and each successive owner of the EVCS shall be responsible for:

- a) all costs for damage to the EVCS, Common Area, Exclusive Use Common Area or Unit resulting from the installation, maintenance, repair, removal, replacement or existence of the EVCS,
- b) all costs for the installation, operation, maintenance, repair and replacement of the EVCS and all additions or modifications to existing Mutual electrical components until the EVCS has been removed and the restoration of the Common Area, Exclusive Use Common Area or Unit after the removal,
- c) disclosing to prospective buyers the existence of the EVCS and the related responsibilities that said buyer will assume, including:
 - i. maintenance at all times of a homeowner liability insurance policy providing \$1 million in coverage which also names the Mutual as an additional insured under the policy with a right to notice of cancellation; provided, however, that said buyer shall not be required to maintain \$1 million homeowner liability coverage policy for an EVCS utilizing an existing National Electrical Manufacturers Association standard alternating current power plug;
 - ii. the obligation to pay for the electricity usage associated with the EVCS;
 - iii. responsibility for all costs for damage to the EVCS, Common Area, Exclusive Use Common Area and/or Unit resulting from the installation, maintenance, repair, removal, replacement or existence of the EVCS;
 - iv. responsibility for the cost of the maintenance, repair and replacement of the EVCS until it has been removed and for the restoration of the Common Area, Exclusive Use Common Area and/or Units after the removal; and
 - v. responsibility to disclose to prospective buyers the existence of any EVCS and the related responsibilities of the owner pursuant to Civil Code Section 4745.

If, at the time of sale of the Unit, the new owner (i.e., buyer) does not accept responsibility for the EVCS and separate electrical circuit by signing a recordable EVCS Installation and Maintenance Agreement substantially in the form attached hereto and approved by the Mutual, the EVCS and electrical circuit will be dismantled and the electrical circuit capped at the seller's expense. The agreement must be recorded in Contra Costa County.

Nothing in this Rule shall modify, release or otherwise discharge any rights of the Mutual or obligations of the owners imposed pursuant to the Declaration, Bylaws, Rules, and applicable law.

The prevailing party in any dispute arising out of the interpretation, violation or enforcement of the provisions of this Section relating to Electric Vehicle Charging Stations or documents created as called for under this Section shall be awarded their reasonable attorneys' fees and costs.

As provided in this Section, Mutual electrical outlets and metered electric circuits charged to the Mutual may never be used to power Electric Vehicles. Each illegal use of a Mutual electrical outlet or electric circuit is a violation of this Section and shall be subject to a monetary penalty in accordance with the Mutual Rules.

**Mutual 53 – EVCS Installation
MAINTENANCE AND INDEMNITY AGREEMENT**

I/We, _____
Owner(s) of the condominium unit at _____
_____, Walnut Creek, CA 94595 (collectively, the "Undersigned") in
consideration of the approval of the Mutual, a California nonprofit mutual benefit corporation, of
my/our application to allow the installation of an EVCS in the Exclusive Use Common Area of
the building located at _____, in
Mutual 53.

I/we acknowledge that I/we have read the Mutual Rules and understand its contents and
agree as follows:

- 1) The proposed EVCS shall be installed and maintained in full compliance with the
Mutual Rules and Alteration Permit # _____ that has been issued by the Mutual
for this installation and the Undersigned agree to comply with all terms and conditions
set forth in these Rules and Alteration Permit # _____.
- 2) The planned EVCS under Alteration Permit # _____ shall be installed in the
Exclusive Use Common Area at _____,
Walnut Creek, CA 94595 in the manner and location approved by the Mutual, which is
defined under the Declaration of Covenants, Conditions and Restrictions ("CC&Rs") of
Mutual to be part of the Mutual's Exclusive Use Common Area.
- 3) I/we shall indemnify and hold harmless Mutual 53, Golden Rain Foundation of Walnut
Creek, and their respective officers, directors, employees, agents, and members, and
their respective successors and assigns (hereinafter "Indemnitees," from and against
any and all claims, liability, loss, or damage arising from suits, losses, costs, liabilities,
interest, attorney's fees, including but not limited to any such fees and expenses
incurred in enforcing this Indemnity Agreement (collectively "Damages") resulting from,
arising out of or in any way connected with the installation, maintenance, operation or
removal of the EVCS described in Alteration Permit # _____.
- 4) If I/we, the Undersigned, sell the Unit, the transferee shall accept in writing the
obligations under this agreement or the Undersigned agrees to remove the installation
at its own cost and restore the Exclusive Use Common Area to its original condition and
in compliance with the Mutual Rules.

5) If I/we, the the Undersigned, fail to meet its obligation to defend and/or indemnify and hold harmless in accordance with this agreement, then in such case Indemnatee shall have full right to defend, pay or settle said claim on their own behalf with or without notice to the Undersigned for all fees, costs and payments made or agreed to be paid to discharge said claim.

6) In the event of enforcement of said maintenance and indemnification obligations as set forth herein, the Undersigned agrees to pay all reasonable attorneys' fees necessary to enforce said maintenance and indemnification obligations.

THIS AGREEMENT SHALL BE UNLIMITED AS TO AMOUNT OR DURATION and shall be binding upon and inure to the benefit of the parties, their respective successors, assigns, personal agents and representatives.

Dated: _____
_____ Owner's Signature

_____ Owner's Printed Name

Dated: _____
_____ Owner's Signature

_____ Owner's Printed Name

Dated: _____
_____ Owner's Signature

_____ Owner's Printed Name

Dated: _____
_____ Owner's Signature

_____ Owner's Printed Name

Dated: _____
_____ Owner's Signature

_____ Owner's Printed Name

**Mutual 53 – EVCS Installation
CHECKLIST**

1. Plans and specifications clearly indicating where the EVCS is to be located, the brand or manufacturer, technical specifications and dimensions (i.e., height, width, weight, etc.), as well as structural requirements.
2. Proof of Liability Insurance coverage to be renewed annually.
3. Fully executed EVCS Installation, Maintenance and Indemnity Agreement. This agreement must be recorded in Contra Costa County.

Article 11: Enforcement of Governing Documents

11.1a; 11.1b; 11.1c; 11.1d. Refer to Mutual 53's C&Rs page 35.

11.1e When Fines are Imposed. Any fines imposed by the Board are due and payable within thirty (30) days after notification. If unpaid after thirty (30) days, the fine becomes delinquent, and the Board may seek collection of any and all delinquent amounts in any manner available under the law. This may include, but is not limited to, Alternative Dispute Resolution, Small Claims Court, Superior Court, or referral to a collection agency. All court fees or collection fees will be charged to the responsible Owner.

Alternative Dispute Resolution: In compliance with California Civil Code section 5925, the Mutual and non-complying Owner(s) may agree to submit any alleged violation/enforcement matter to Alternative Dispute Resolution ("ADR") consisting of either mediation or arbitration. The parties to the ADR shall equally share any costs of the ADR unless costs for the ADR are allocated in some other manner pursuant to a pre-meeting agreement signed by all parties. Any arbitration award may include an award of costs (including the costs of the arbitration) and attorney's fees to the prevailing party.

11.1f Fines for Specific Violations

1. RENTAL OR LEASE OF UNIT WITHOUT BOARD APPROVAL From the date the Board becomes aware of violation: \$50/day or the amount of rent charged/day until corrected.

2. ELECTRONIC VEHICLE CHARGING VIA UNAUTHORIZED OUTLET From the date the Board becomes aware of violation: \$50/day

3. UNAUTHORIZED ALTERATIONS As soon as the Board of Directors of the Mutual becomes aware of alterations to a Unit or Exclusive Use Common Area that have been undertaken without an approved Alteration Application Permit, the Board may fine the Owner an amount up to but not to exceed three (3) times the current amount of the required Alteration Application Permit. Additionally, the Board may require the Owner to restore the Unit or Exclusive Use Common Area to its original condition or obtain an approved Alteration Permit and payment of the fee and fine as part of the Alteration Application approval process.

If an Owner fails to correct any architectural violation(s) within the time specified by the Mutual, the Mutual may, in its discretion, correct the architectural violation and levy a Reimbursement Assessment for the costs of correcting the architectural violation after providing notice and a hearing.

4. OTHER VIOLATIONS (e.g., parking, landscaping, use-restriction violations, animals, etc.)

First offense –	Up to \$100
Second offense, after hearing	\$200
Third and Subsequent offenses, same violation	\$300

5. CONTINUING AND ONGOING VIOLATIONS

\$50.00 per day until corrected

If fines remain unpaid, the Mutual may collect the fines by filing a small claims or superior court action against the Owner and reporting the delinquent account to a collection company. If a Reimbursement Assessment remains unpaid, a lien may be placed against the Owner's Unit, enforceable by the sale of the Unit.

Article 12: Right of Entry (Refer to Mutual 53's CC&Rs, page 37)

Article 13: Assessments

13.1 Purpose of Assessments. The general purpose of Assessments is to provide for the recreation, health, safety, and welfare of the Members, enforce and comply with the Governing Documents, manage the Development, enhance the quality of life in the Mutual, improve, maintain, repair, and replace Common Areas and Exclusive Use Common Areas, provide for the acquisition and maintenance of property, services and facilities devoted to these purposes and for any action or undertaking on behalf of the Mutual.

13.2 Regular Assessment. The Board must levy Regular Assessments (also known as the "Annual Assessment" or "monthly coupon") in an amount sufficient to provide for the performance by the Board of each and every one of its powers and duties provided, however:

a. 20% Limitation. Pursuant to the Davis-Stirling Act, the Board is not permitted without the approval of Members casting a majority of the votes with a Quorum present, to impose a Regular Assessment which is more than twenty percent (20%) greater than the Regular Assessment for the immediately preceding fiscal year. Quorum for the purposes of this provision means more than fifty percent (50%) of the Members of the Mutual.

b. Uniform Rate of Assessment. Regular Assessments must be fixed at a uniform rate for all Units.

- c. Payable Monthly. Regular Assessments are payable by each Member against whom assessed in twelve (12) equal monthly installments on the first day of each calendar month or at such other dates and in such other installments as the Board determines. Assessment for new Members must be prorated in the first month of membership according to the date on which the individual becomes a Member.
- d. Written Notice. Individual notice under Civil Code 4040 of any increase in Regular Assessments must be given to each Member not less than thirty (30) days nor more than sixty (60) days prior to the increased Assessment becoming due.
- e. Modification of Assessment. The Board may modify the Regular Assessments during the course of a fiscal year if necessary to conform to a revised estimate of costs and expenses. However, if the aggregate increase exceeds twenty percent (20%) of the Regular Assessment for the immediately preceding fiscal year, the Board must obtain the approval of Members as provided for in the Davis-Sterling Act. If an annual Regular Assessment is not published for a new fiscal year, the Regular Assessment for the prior fiscal year will apply and govern each Members' payments until changed by a new Regular Assessment.

13.3 Special Assessment. In addition to the Regular Assessment, the Board may levy a Special Assessment for any purpose necessary for the Mutual to carry out its duties, provided, however:

- a. 5% Limitation. Pursuant to the Davis-Stirling Act, the Board is not permitted, without the approval of Members casting a majority of the votes with Quorum present, to impose a Special Assessment which is more than five percent (5%) of the budgeted gross expenses of the Mutual for such fiscal year. Quorum for purposes of this provision means more than fifty percent (50%) of the Members of the Mutual.
- b. Uniform Rate of Assessment. Special Assessments are fixed at a uniform rate for all Units.
- c. Reimbursement Assessments. Special Assessments are also permitted to be levied against individual Units for reimbursement of expenses incurred by the Mutual arising out of actions or omissions of such Member, Members' Tenant, or their respective family, guests, invitees or pets, as expressly provided elsewhere in the CC&Rs.
- d. Payment Schedule. Special Assessments are payable by each Member against whom assessed either monthly or at such dates and in such installments as the Board determines.

e. Written Notice. Written notice of Special Assessments must be sent by first class mail to each Member not less than thirty (30) days nor more than sixty (60) days prior to the Assessment becoming due.

13.4 Emergency Assessment. In emergency situations, the Board may increase Regular Assessments beyond twenty percent (20%) or impose Special Assessments above five percent (5%) only as provided for by law.

13.5 Foundation Assessments. So long as agreeable to the Mutual and the Foundation, the Mutual may provide Owners with a single periodic statement directing the Owners to pay to the Mutual the regular assessment levied by both the Mutual and the Foundation and the Mutual shall then pay to the Foundation each billing period all assessments levied by the Foundation.

13.6 Deposit of Assessments. All sums received by the Mutual must be promptly deposited into accounts clearly designated in the Mutual's name.

- a. Combining. The Mutual must maintain separate accounts for its operating funds and its Reserves, respectively, and no funds from those separate accounts are permitted to be combined at any time.
- b. Interest. No Member has the right to receive interest on any such funds.

13.7 Reserves. All Reserves must:

- a. Be Separate. Be received in trust by the Board, set aside and separated from the other monies and not be combined with the Mutual's Operating Account.
- b. Be Invested. Be managed and invested in a prudent manner designed to achieve the primary objective of preserving principal while realizing a reasonable return and to assure the availability of funds as they are needed based upon the most recent reserve fund study obtained by the Board. In no event may reserve funds be invested in stocks or high-risk options.
- c. Require Two Signatures. Be withdrawn from the Reserie account only upon approval by the Board and the signature of two (2) Directors.
- d. Should Not be Reimbursed to Members. All contributions to the Reserves, as well as interest earned, are for the benefit of the Mutual and not to the benefit of any individual Member. As such, contributions and interest are not refundable to Members when they cease to be Member of the Mutual.

Article 14: Enforcements of Assessments

The effective and prompt collection of assessments is vital to the existence, maintenance and operation of our Mutual. In compliance with the law, this Collection Policy ("Policy") is distributed to the members of our Mutual to inform you of our policies and practices in enforcing our legal right to collect assessments from members.

1. Assessments. Regular assessments are due on the first day of each month. Special assessments are due according to the terms of the special assessment imposed under the Mutual's CC&Rs.

2. Delinquent Assessments. Assessments are delinquent fifteen (15) days after they are due. A late charge of, not to exceed 10% of the delinquent assessment, or \$10.00, whichever is greater, will be charged for each delinquent assessment, i.e., if payment is not received within fifteen (15) days of the due date. In addition, assessments delinquent for over thirty (30) days are subject to interest at twelve percent (12%) per annum. Interest on all sums, including assessments, late charges, fees and costs of collection, and attorneys' fees will accrue from the time the delinquent assessment is thirty (30) days past due, and will continue to accrue on the unpaid balances until the account is paid in full.

3. Member's Obligation to Pay Assessments and Charges. Regular and special assessments, with late charges, fees and costs of collection, attorneys' fees, and interest, as determined under Civil Code §5650(b), are a debt of the owner of the separate interest (Member) when the assessment or other sums are levied. (Civil Code §5650(a).) Because these assessments and related charges constitute a personal obligation of each Member, the Mutual has a right to look to the Member, personally, to pay the debt and may pursue collection of that debt in a court action. If the Member is delinquent in the payment of assessment obligations and a lien is recorded against the Member's property, the Mutual may seek recovery of the delinquent assessment from the sale of the unit by foreclosure.

a. Address for Overnight Payment. The Mutual's address for overnight payment of assessments is as disclosed annually in the Mutual's Annual Policy Statement.

b. Receipt of Payment. When a Member makes a payment, the Mutual will provide a receipt upon a Member's request.

c. Returned Checks. Returned checks are subject to a service fee in the same amount incurred by the Mutual.

4. Notice of Assessment Lien. When assessments become delinquent by over thirty (30) days, the Mutual may send the Member a pre-lien letter giving notice of the delinquency and requesting immediate payment.

a. Cost to Prepare and Send. The Member will be charged the cost incurred by the Mutual for preparing and sending this letter. The amount will be specified in the pre-lien letter and/or the itemization sent with the letter.

b. Service of Notice. Pre-lien letters will be sent by certified mail to the Member's unit address unless the Member provides the Mutual with a different mailing address. Notices must also be sent to a secondary address if so requested by the Member in writing.

c. Contents of Notice. The pre-lien letter will include this information and any other information required by law:

i. A general description of the collection and lien enforcement procedures of the Mutual and the method of calculation of the amount claimed to be owed;

ii. A statement that the notified Member may inspect the Mutual's records under Civil Code §5205;

iii. A statement in 14-point boldface type (or capital letters if typed):
"IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION."

iv. An itemized statement of the charges owed by the Member, including items on the statement which indicate any delinquent assessments, the fees and reasonable costs of collection, reasonable attorneys' fees, any late charges, and interest, if any;

v. A statement that the Member will not be liable to pay the charges, interest and costs of collection, if it is determined that the assessment was paid on time to the Mutual;

vi. A statement that the notified Member has a right to meet with the Board as provided in Civil Code §5665 and as described in paragraph 7, below;

vii. A statement that the Member may dispute the assessment debt by submitting a written request for dispute resolution to the Mutual under the Mutual's "meet and confer" program required by Civil Code §5900 et seq.; and

viii. A statement that the Member may request alternative dispute resolution with a neutral third party under Civil Code §5925 et seq. before the Mutual may initiate foreclosure against the Member's separate interest, except that binding arbitration will not be available if the Mutual intends to initiate a judicial foreclosure.

5. Application of Payments. Any payments made by the owner of a separate interest (Member) toward a debt for a regular or special assessment and any late charges, reasonable fees and costs of collection, reasonable attorney's fees and interest will first be applied to the assessments owed, and, only after the assessments owed are paid in full will the payments be applied to the fees and costs of collection, attorney's fees, late charges, or interest. (Civil Code §5655.)

6. Partial Payments. If a delinquent Member makes partial payments, the collection process will continue until the delinquent Member pays all delinquent amounts in full, including any assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. Once all delinquencies in the account are paid in full, the Mutual will release the assessment lien.

7. Member's Rights. On receipt of the pre-lien letter described in paragraph 4, the noticed Member has the following rights:

a. Payment Plan. The noticed Member may submit a written request to meet with the Board to discuss a payment plan for the debt noticed. (Civil Code §5665.)

i. The Board will meet with the Member in executive session within 45 days of the postmark of the request, if the request is mailed within 15 days of the postmark of the notice, unless there is no regularly scheduled board meeting within that period, in which case the Board may designate a committee of one or more Directors to meet with the Member.

ii. Payment plan requests will be considered on a case-by-case basis, taking into account prior payment history, current delinquency, prior and existing payment plans and any other relevant factors. The Board reserves the right to decline a Member's request on any reasonable basis.

iii. Payment plans may incorporate any assessments that accrue during the payment plan period. Additional late fees will not accrue during the payment plan period if the Member complies with the payment plan.

iv. If a default on any payment plan occurs, the Mutual may resume its efforts to collect the delinquent assessments from the time prior to entering the payment plan.

v. Payment plans will not impede the Mutual's ability to record a lien on the Member's separate interest to secure payment of delinquent assessments.

b. Meet and Confer Program. The noticed Member may dispute the assessment debt by submitting a written request for dispute resolution to the Mutual under the Mutual's "meet and confer" program. If no policy has been adopted, then the following will apply under Civil Code §5915:

i. The party may request the other party to meet and confer to resolve the dispute. The request will be in writing.

ii. A Member of the Mutual may refuse a request to meet and confer. The Mutual may not refuse a request to meet and confer.

iii. The Board must designate one Director to meet and confer.

iv. The parties will meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith to resolve the dispute.

v. The parties may be assisted by an attorney or another person at their own cost when conferring. A member intending to bring an attorney or another person to an IDR must inform the Mutual at least ten (10) days prior to the meeting or, if scheduled by mutual agreement on less than ten (10) days' notice, at the time the meeting date is agreed upon. The Mutual is represented by counsel. If a member brings an attorney or other person without the Mutual's prior knowledge, the IDR may be rescheduled to a later date to allow the Mutual to have its attorney or another representative present at the meeting.

vi. A resolution of the dispute agreed to by the parties will be memorialized in writing and signed by the parties, including the Board designee on behalf of the Mutual.

vii. An agreement reached by the parties in the meet and confer process will bind the parties and is judicially enforceable if signed by both parties and both these conditions are satisfied:

1. The agreement is not in conflict with law or the governing documents of the common interest development or Mutual.

2. The agreement is consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board.

viii. A member of the Mutual may not be charged a fee to participate in IDR.

c. Alternative Dispute Resolution. The noticed Member may request alternative dispute resolution with a neutral third party under Civil Code §5925 et seq.

8. Payment under Protest. If a dispute exists between the owner of a separate interest (Member) and the Mutual regarding any disputed charge or sum levied by the Mutual, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and the amount in dispute does not exceed the jurisdictional limits of the small claims court stated in Sections 116.220 and 116.221 of the Code of Civil Procedure, the owner of the separate interest (Member) may, besides pursuing dispute resolution under Civil Code §5925, et seq., pay under protest the disputed amount and all other amounts levied, including any fees and reasonable costs of collection, reasonable attorney's fees, late charges, and interest under Civil Code §5650(b), and commence an action in small claims court under Code of Civil Procedure §116.110, et seq.

9. Mutual's Collection Rights. The Mutual's debt collection procedures are:

a. Delinquent Less Than \$1,800 and Fewer Than 12 Months. If the unpaid regular or special assessments are less than \$1,800 (not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest) and fewer than twelve (12) months delinquent, the Mutual may attempt to collect or secure that debt in one or more of these ways:

i. If the delinquent assessments, late charges, interest, and all costs of collection, including attorney's fees, are not paid in full within thirty (30) days of the pre-lien notice, by recording a lien on the Member's separate interest.

ii. By filing a civil action in small claims court. If the Mutual proceeds by an action in small claims court, and prevails, it may enforce the judgment as permitted by law as provided in Code of Civil Procedure, §116.810, et seq. The amount that may be recovered in small claims court to collect upon a debt for delinquent assessments may not exceed the jurisdictional limits of the small claims court and will be the sum of the following:

1. The amount owed as of the date of filing the complaint in the small claims court proceeding.

2. In the discretion of the court, an additional amount to that described in subparagraph (1) equal to the amount owed for the period from the date the complaint is filed until satisfaction of the judgment, which total amount may include accruing unpaid assessments and any

reasonable late charges, fees and costs of collection, attorney's fees, and interest, up to the jurisdictional limits of the small claims court.

iii. By any other manner provided by law, except for judicial or nonjudicial foreclosure.

b. Delinquent at Least \$1,800 or More Than 12 Months. If the unpaid regular or special assessments are delinquent at least \$1,800 (not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest) and/or more than 12 months delinquent, the Mutual may attempt to collect or secure that debt in any of these ways:

i. If the delinquent assessments, late charges, interest, and all costs of collection, including attorney's fees are not paid in full within thirty (30) days of the pre-lien notice, by recording a lien on the Member's separate interest and, if desired, initiating either judicial or nonjudicial foreclosure of the lien.

ii. Collect the delinquent assessments, late fees, interest, and all costs of collection, by filing a legal action in small claims court or superior court. An abstract of any judgment for the Mutual may be recorded and may affect the Member's credit.

iii. By any other manner provided by law.

c. Board Decision to Record Lien. The decision to record a lien for delinquent assessments will be made only by the Board and may not be delegated to an agent of the Mutual. The Board will approve the decision by a majority vote of the directors in an open meeting. The Board will record the vote in the minutes of that meeting. (Civil Code §5673.)

d. Fee Incurred to Prepare and Record Lien. The Member will be charged the actual cost the Mutual incurs for the preparation and recording of the lien. This amount includes the cost of releasing the lien upon verification of payment in full.

e. Lien Contents. The recorded copy of the lien (notice of delinquent assessment) must include this information:

i. The amount of the assessment and other sums imposed under Civil Code §5650(b);

ii. A legal description of the Member's separate interest in the common interest development against which the assessment and other sums are levied;

iii. The name of the record owner of that separate interest in the common interest development against which the lien is imposed;

iv. If the lien is to be enforced by nonjudicial foreclosure, the name and address of the trustee authorized by the Mutual to enforce the lien by sale.

The itemized statement of the charges owed by the Member, as described in Civil Code §5660(b) will be recorded with the notice of delinquent assessment.

The notice of delinquent assessment will be signed by the person designated in the Declaration or by the Mutual for that purpose, or if no one is designated, by the President of the Mutual.

A copy of the recorded notice of delinquent assessment will be mailed by certified mail to every person whose name is shown as an owner of the separate interest in the Mutual's records, and the notice will be mailed by 10 calendar days after recordation.

10. Release of Lien upon Payment. Within 21 days of the payment of the sums specified in the notice of delinquent assessment, the Mutual will record or cause to be recorded in the office of the county recorder in which the notice of delinquent assessment is recorded a 7 lien release or notice of rescission and provide the owner of the separate interest (Member) a copy of the lien release or notice that the delinquent assessment has been satisfied.

11. Pursuit of Nonjudicial Foreclosure to Collect Assessments. After the expiration of 30 days following recording a lien created under Civil Code §5675, the lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent assessment, or sale by a trustee substituted under Civil Code §2934a. (Civil Code §5700(a).) Any sale by a trustee in a nonjudicial foreclosure must be conducted in accordance with Civil Code §§5710, 2924, 2924b, and 2924c, applicable to the exercise of powers of sale in mortgages or deed of trusts, and the fees of the trustee may not exceed the amounts prescribed in Civil Code §§ 5710(c)(1) and (c)(2), 2924c and 2924d. (Civil Code §5710.)

12. Alternative of Pursuing Collection in a Small Claims Court Proceeding. Instead of pursuing lien and foreclosure remedies, the Mutual may sue delinquent Members personally, or take a deed in lieu of foreclosure. (Civil Code §§ 5700(b) and 5720(b)(1) and (3).)

13. Annual Notice to Members of Assessment and Assessment Collection Rules. The Mutual will distribute its collection policy to each member no fewer than 30 days or more than 90 days immediately preceding the beginning of the Mutual's fiscal year.

14. Notice Required by Civil Code §5730

NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code) The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (Section 5665 of the Civil Code) The Board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform to the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

(Refer to Mutual 53's CC&Rs, page 41, for additional information.)

Article 15: INSURANCE

15.6 Each Member must obtain and maintain an insurance policy for their unit per Mutual 53's CC&Rs. The Board may periodically require all Members to provide a certificate of insurance from the Members' insurance carrier.

Article 16: Protection of Lenders

Refer to Mutual 53's CC&Rs, page 48

Article 17: Limitations of Liability

Refer to Mutual 53's CC&Rs, page 48

Article 18: Damage/Destruction to Improvements

Refer to Mutual 53's CC&Rs, page 50

Article 19: Condemnation

Refer to Mutual 53's CC&Rs, page 52

Article 20: Miscellaneous

Refer to Mutual 53's CC&Rs, page 53

7.20.0.1 OWNER-INITIATED ALTERATIONS

Solar Energy Systems (as defined in 7.20.0.2 below) may be installed by owners of a Unit In Mutual 53 only on the rooftop of the condominium building in which the Unit is located or a contiguous garage roof. No other Common Areas in Mutual 53 may be used for Solar Energy Systems by individual Unit owners.

Shared Solar Systems (as defined in 7.20.0.2) may be installed by groups of owners of Units within Mutual 53 on roofs within Mutual 53 as described in section 7.20.1.3 below.

This policy is intended to conform to 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 the statute shall prevail and supersede any contrary provisions in this Policy. This Policy shall be effective for all new installations on the date adopted and shall supersede all prior TWCM, Project 53 and Mutual 53 policies and rules pertaining to Solar Energy System Installations.

7.20.0.2 DEFINITIONS

As used in this Policy,

"Solar Energy System" is any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage and distribution of solar energy.

"Owner/Applicant" is the owner of the condominium Unit requesting the installation of a Solar Energy System and any subsequent transferees of that Unit.

"MOD" is the Mutual Operations Division of Golden Rain Foundation of Walnut Creek, managing agent for Mutual 53.

"Mutual" is Walnut Creek Mutual 53.

"Shared Solar System" is a single Solar Energy System owned by two or more Owner/Applicants and operating under the provisions of the PG&E Virtual Net Energy Metering Service (NE|V2V) defined by California Public Utilities Commission Sheet 42589-E (June 20, 2018) or its successor tariffs.

"Shared Solar Participant" is an Owner/Applicant who participates in the ownership of a Shared Solar System and any subsequent transferees of that ownership interest.

"Shared Solar Group" is the collection of Shared Solar Participants jointly participating in a single Shared Solar System.

The terms "Board," "Common Area," "Exclusive Use Common Area," and "Unit" have the same definition as in the Bylaws and CC&Rs of Mutual 53.

"Usable Solar Space" is the amount and location of space on a condominium building roof suitable to use for solar panel installations.

7.20.1.1 OWNERSHIP OF SHARED SOLAR SYSTEMS

Each Participant in a Shared Solar System individually decides how many solar panels he or she needs, and purchases that number of panels from the pre-qualified installation company vetted by MOD. The installation company incorporates all the Participants' shared panels into a single Shared Solar System; however, each Participant remains responsible for his or her own panels. Each Participant is required to register the serial numbers of their panels with the Solar Committee within 30 days after installation is complete.

Shared Solar Participants may at any time sell their solar panels to other Participants in their Shared Solar System or to other owners in the same Mutual who do not belong to an existing Shared Solar Group. Participants are required to provide written notice of all such sales to the Solar Committee within 30 days of closing.

7.20.1.2 AVAILABILITY OF COMMON AREA SPACE FOR INDIVIDUALLY-OWNED SOLAR ENERGY SYSTEMS

The installation of Solar Energy Systems in or on Common Area roofs is subject to a determination of Usable Solar Space, and allocation of Usable Solar Space to the number of Units in the condominium building.

The Usable Solar Space shall be calculated by the installer of each Solar Energy System in the building, and shall include a calculation of the square footage available for the Solar Energy System and the allocated portion for each Unit in the condominium building.

7.20.1.3 AVAILABILITY OF COMMON AREA SPACE FOR SHARED SOLAR SYSTEMS

Because Shared Solar Systems can serve Owner/Applicants living in multiple buildings within the Mutual - subject to certain restrictions imposed by the NEIU2V tariff - and because a condominium owner has rights to install a Solar Energy Systems on the roof of the building in which he or she resides (California Civil Code 714), the following rules shall determine on which roofs a Shared Solar System may be installed:

- (1) If it is proposed to install the Shared Solar System on the roof of the building in which all of the Shared Solar Participants reside, then the same rules as for an Individually-Owned System (sec 7.20.1.3) shall determine the availability of Common Area Space, with each Shared Solar Participant receiving their proportional allocations of the Usable Solar Space of the building;

(2) If it is proposed to install the Shared Solar System on the roof of a building in which one or more of the Shared Solar Participants reside but one or more of Shared Solar Participants live in different buildings within the same Mutual, then

a) The Shared Solar System may occupy only the proportional share of the usable solar space belonging to the residents who subscribe to the Shared Solar system. However, if all the residents of the building are also Participants in the proposed Shared Solar System or have already installed their own individual Solar Energy Systems in which case the proposed Shared Solar System may occupy as much of the building's roof as required;

b) If, at some time in the future, a condominium owner resident in that building (the "Denied Owner") wishes to install a Solar Energy System and there is no Usable Solar Space on the roof of that building, then the Shared Solar Participants agree to sell to the Denied Owner that portion of the Shared Solar System equal to the Denied Owner's allocated Usable Solar Space. The portion of the Shared Solar System to be sold shall be the number of solar panels that occupy the same area as the Denied Owner's allocated space, rounded up or down to the nearest whole panel. If the Shared Solar Participants cannot agree which solar panels to sell to the Denied Owner, then each Participant shall sell their pro rata share of the panels they own, rounded up or down to the nearest whole panel. If, after this pro rata calculation, one or more additional panels are required to be sold, the Participants not residing in the building shall sell such additional panels. The price per panel paid by the Denied Owner shall not exceed the current market price of a new installation.

It is not permitted to install a Shared Solar System on the roof of a building unless at least one of the Shared Solar Participants resides in that building.

7.20.1.4 MAINTENANCE OF COMMON AREA SPACE

The Mutual shall not be required to prune or allow pruning or removal of trees and/or shrubs which were planted before the Solar Energy System was proposed. However, trees or shrubs planted after the 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's surface at any one time between the hours of 10:00 a.m. and 2:00 p.m. local standard time (California Public Resources Code Section 25982).

Pruning needs shall be determined and dictated by the landscape or tree experts of the Mutual. Trees and shrubs planted after the solar installation are the financial responsibility of the participants of the shared solar systems.

7.20.2.0 APPLICATION AND APPROVAL PROCESS

The installation of a Solar Energy System on a condominium building rooftop results in the exclusive use of a portion of the Common Area by a member. The same review and approval process and other certain modifications as set forth herein are in the Alteration permit procedures.

(A) Indemnification and Maintenance Agreement. As a condition of approval of installation of any Solar Energy System within the Common Area, the Owner/Applicant or Shared Solar Participants shall each execute a separate "Maintenance and Indemnity Agreement" which must be recorded in Contra Costa County, (1) acknowledging that he or she has read and understands this Policy; (2) representing that the proposed Solar Energy System or Shared Solar System, its installation and maintenance shall comply fully with this Policy, and (3) agreeing to indemnify and hold harmless the Mutual, Golden Rain Foundation of Walnut Creek and their respective officers, directors, employees and members from and against any and all claims, allegations, litigation, arbitration or judgments resulting in whole or in part from the installation, maintenance or removal of the Solar Energy System, substantially in the form attached to this Policy (EXHIBIT A).

(B) Notification to Neighbors. As required by Civil Code 714.1, Sec. 4746, the Owner/Applicant or Shared Solar Participants shall notify each owner of a Unit in the building on which the installation will be located (i.e., those under the same common roof) and the Owner/Applicant or Shared Solar Participants shall certify in the application the names and addresses of those notified and the date of the notification. This will be done by the attached form to this Policy (EXHIBIT D) or copies of certified return letter receipts from the Post Office. The application will be prepared with the assistance of the MOD Alterations Department and then submitted to the Architectural Review Committee for preliminary review. The Committee may suggest reasonable restrictions on the installation but may not disapprove the installation.

(C) Proof of \$1 Million Liability Insurance Policy. The Owner/Applicant will include proof of having a homeowner liability insurance policy providing \$1 million in coverage under the Applicant's homeowner liability insurance policy with Mutual 53 being listed as an interested party. The owner must advise the Mutual if the policy is canceled. The Applicant must renew this liability insurance annually and provide evidence of annual renewal to MOD and Mutual 53.

(D) Permit Review and Approval. The Architectural Review Committee shall review the application for installation of a Solar Energy System or Shared Solar System to determine whether or not all of the items required on the Solar Installation Checklist Addendum (EXHIBIT B) have been included and may offer recommendations, if any, for additional reasonable restrictions within limits prescribed in Civil Code Section 714. However, no application for installation of a Solar Energy System may be approved or denied by the Architectural Review Committee; the Board alone has the authority to approve such applications.

(E) City of Walnut Creek Permits. The applicant shall provide satisfactory evidence of compliance with requirements of the City of Walnut Creek and its permits.

(F) Board Review of Application; Decision. Any decision by the Board on a proposed Solar Energy System installation must be in writing and, if the proposed Solar Energy System is disapproved, the written decision shall include an explanation of why the application was disapproved. As provided by Civil Code section 714, an application for the installation of a Solar Energy System that is not denied in writing within forty-five (45) days from the date of receipt of the application by the Mutual shall be deemed approved, unless that delay is a result of a reasonable request for additional information.

7.20.3.0 GENERAL INSTALLATION REQUIREMENTS

The following installation conditions shall govern the installation of Owner/Applicant initiated installation of Solar Energy Systems including Shared Solar Systems:

(A) All installations of Solar Energy Systems shall be completed so as not to materially harm or damage common elements of the Mutual, or any other individual Unit or Exclusive Use Common Area, void any warranties held by the Mutual or other owners and/or impair the integrity of a building or structure. The Owner/Applicant will be responsible for learning the status of the roof warranty from MOD and responsible for following MOD instructions to protect the warranty.

(B) All portions of a Solar Energy System shall be secured in a manner which does not jeopardize the safety or soundness of any structure and/or the safety of any person within the Mutual. All Solar Energy Systems must be installed so that they do not hinder the repair or maintenance of any existing installations, (i.e. gutters, roof flashings, etc.). All Solar Energy Systems shall have non-glare panels installed flush to the roof except on flat roofs.

(C) There shall be no penetrations into building structures, not limited to walls and roofs, unless it is absolutely necessary for the installation and operation of the system. Any penetrations for wiring or piping for a Solar Energy System shall be properly sealed and waterproofed in accordance with industry standards and building codes in order to prevent moisture penetration and resulting structural damage.

(D) All mounts and stanchions must be of an approved type (similar to but not limited to FastJack brand) and must be included on the Alteration Application including placement location.

(E) The Owner/Applicant installing the Solar Energy System shall be responsible for any damage to building elements, unit interiors or personal property caused by such penetrations even if the Mutual has primary maintenance responsibility for such elements under the governing documents of the Mutual.

(F) All visible ancillary components, (i.e. conduit, surface-mounted boxes, etc.) must be installed as inconspicuously as possible and must blend aesthetically to the existing roof lines and exterior walls. Those ancillary components, such as conduits, plumbing and supports shall be painted to match the exterior of adjacent structures (unless such painting would void a manufacturer's warranty). Installation of such components shall not detract from or alter the appearance of any exterior portion of that structure which is adjacent to and/or visible from any door and/or window of the residence of a non-participant in the individually owned or shared Solar Energy System when possible and as allowed by current Building Codes. This shall apply to residences within the structure on which the Solar Energy System is to be installed as well as residences within an immediately adjacent structure that have direct line of sight to such components. age 6 of 8

7.20.4.0 INSTALLATION BY COMMERCIAL INSTALLERS

Installation shall only be by a licensed and properly insured installer knowledgeable in the installation of Solar Energy Systems. These installers must be pre-qualified by MOD. Prior to installation, the installer shall have insurance coverage that meets the following minimums: (i) Worker's Compensation with minimum coverage required by California law; and (ii) Contractor's General Liability (including completed operations) with policy limits of at least \$500,000.00. The installer must, prior to installation, provide to the Mutual copies of certificates of insurance for the above policies and endorsements which name the Owner/Applicant and the Mutual as additional insureds.

7.20.5.0 SAFETY

(A) Solar Energy Systems shall be installed and secured in compliance with manufacturer's instructions and all City of Walnut Creek, State of California and Federal ordinances, regulations, and laws.

(B) 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.

(C) A Solar Energy System for producing electricity shall also meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronic Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (ULrM) and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(D) To ensure the safety of individuals and allow safe access to the physical plant of the Mutual, Solar Energy Systems shall not obstruct access to or from any Unit, walkway, or ingress or egress into any area of the Mutual.

(E) In approving the installation of any Solar Energy System, the Board is entitled to rely upon the representation of the Owner/Applicant or his or her contractor that the system fully complies with the safety criteria set forth in this Policy. Should the Board later determine that the equipment is not in conformance with such criteria, the Board may require the Owner/Applicant to remove the Solar Energy System or modify it so that it is in compliance with such criteria. Such removal or modification shall be at the sole expense of the Owner/Applicant of the Solar Energy System.

7.20.6.0 MAINTENANCE

(A) Owner/Applicant of a Solar Energy System or Shared Solar Participants are solely responsible for all associated costs, including but not limited to: replacement, repair, maintenance, moving and/or removal of the Solar Energy System or any of its components; repair and/or replacement of any property damaged by the installation, maintenance and/or use of the Solar Energy System; payment of any medical expenses incurred by persons injured by the installation, maintenance and/or use of the Solar Energy System; and/or restoration of Solar Energy System sites to their original condition after removal.

(B) Owner/Applicant or Shared Solar Participants shall not permit their Solar Energy System to become a hazard or fall into disrepair. Owner/Applicant or Shared Solar Participants shall be responsible for correction of any safety hazards and Solar Energy System repair and or replacement. Owner/Applicant or Shared Solar Participants shall be responsible for the cost of repainting or replacement of the visible ancillary components of the Solar Energy System, such as conduits, plumbing and supports, if deterioration occurs, whether performed by the Mutual or outside contractor.

(C) Owner/Applicant or Shared Solar Participants shall be responsible for any increased costs incurred by the Mutual in maintaining or repairing the Common Area or those portions of a Unit or Exclusive Use Common Area which the Association is responsible under the Governing Documents for maintaining or repairing, which are caused by the presence of a Solar Energy System on the Common Area.

(D) If it is necessary to temporarily remove a Solar Energy System or some of its components so that the Mutual may perform required maintenance or repairs to the Common Area, the Owner/Applicant or Shared Solar Participants shall be responsible, at their sole expense, for removing and reinstalling the system after the maintenance or repair is completed. Unless there is an emergency, notices to the Owner/Applicant or Shared Solar Participants regarding removal shall be in writing sent by certified mail at least fifteen (15) days prior to the date removal is required. If the Owner/Applicant or Shared Solar Participants fail to remove a Solar Energy System or a system component when requested to permit necessary maintenance or repairs, the Mutual may remove the system or component and charge the cost of such removal to the Owner/Applicant or Shared Solar Participants. So long as the Mutual uses reasonable care in removing and reinstalling the Solar Energy System or any component thereof, the Mutual shall not be responsible for any damage caused to the system or component by such removal or reinstallation.

7.20.7.0 RESALE OR TRANSFER OF OWNER'S UNIT

Upon resale or transfer of an Owner/Applicant's or Shared Solar Participant's interest in his or her Unit which has a permitted Solar Energy System, the buyer or transferee (as the case may be) shall assume in writing all of the Owner/Applicant's or Shared Solar Participant's duties and responsibilities as outlined in this Policy 7.20.1.0 and shall execute an additional Maintenance and Indemnity Agreement prior to close of escrow.

7.20.7.1 REMOVAL OF SOLAR ENERGY SYSTEM

If a buyer or a transferee does not agree in writing to assume responsibility for an individually-owned Solar Energy System, the Owner/Applicant must remove the Solar Energy System and restore the area where the Solar Energy System had been located. Such removal or restoration shall be in accordance with the Removal Procedures attached hereto as EXHIBIT D. If a buyer or a transferee does not agree in writing to assume responsibility for the Owner/Applicant's share of a Shared Solar System, the Shared Solar Participant has two options:

(1) Sell or otherwise transfer his or her share of the Shared Solar System to one or more of the other Participants in the Shared Solar System or to another Mutual owner resident; or

(2) Remove their portion of Solar Energy System and restore the area where the Solar Energy System had been located which shall be in accordance with the Removal Procedures attached hereto as EXHIBIT D. Should an Owner/Applicant fail to remove the Solar Energy System when required, the Mutual may remove the Solar Energy System at the Owner/Applicant's expense.

7.20.7.2 Access to Roofs for Planning, Installing, or Maintaining Solar Systems

All access to roofs by any person involved in planning, installing, maintaining, or removing solar systems requires specific written approval by MOD or the Mutual 53 Board of Directors.

Revision Date: 01/24/2023

Amended Date: 02/23/2024

Exhibit A, Policy 7.20.0 Solar Energy Systems

Mutual 53
Policy 1 Solar Energy Systems
MAINTENANCE AND INDEMNITY AGREEMENT

Page 1 of 2

I/We (name) _____

Owner(s) of the condominium unit at (address) _____, Walnut Creek, CA 94595 (collectively, the "Undersigned") in consideration of the approval of Walnut Creek Mutual 53 (the "Mutual"), a California nonprofit mutual benefit corporation, of my/our application to allow the installation of a solar energy system in the common area of the building located at:

_____,
I/we acknowledge that I/we have read Mutual 53's Owner-Initiated Alterations, Solar Energy System ("Policy 7.20.0"), understand its contents and agree as follows:

1. The proposed solar energy system shall be installed and maintained in full compliance with Policy 7.20.0 and Alteration Permit # _____ that has been issued by the Mutual for this installation and the Undersigned agree to comply with all terms and conditions set forth in Policy 7.20.0 and Alteration Permit # _____.
2. I/we shall indemnify and hold harmless Mutual 53 and Golden Rain Foundation of Walnut Creek, and their respective officers, directors, employees, agents, and members, and their respective successors and assigns (hereinafter "Indemnitees," from and against any and all claims, liability, loss, or damage arising from suits, losses, costs, liabilities, interest, attorney's fees, including but not limited to any such fees and expenses incurred in enforcing this Indemnity Agreement (collectively "Damages) resulting from, arising out of or in any way connected with the installation, maintenance, operation or removal of the solar energy system described in Alteration Permit # _____.
3. The planned solar energy system under Alteration Permit # _____ shall be installed on the common-area roof of the building at _____, Walnut Creek, CA 94595 in the manner and location approved by the Mutual, which roof is defined under the Declaration of Covenants, Conditions and Restrictions ("CC&R's") of Mutual 53 to be part of the Mutual's common area.
4. Should the Undersigned sell the unit, the transferee shall accept in writing the obligations under this agreement or the Undersigned agrees to remove the installation at its own expense and restore the common area to its original condition and in compliance with Policy 7.20.0.
5. Should the Undersigned fail to meet its obligation to defend and/or indemnify and save harmless in accordance with this agreement, then in such case Indemnitee shall have full right to defend, pay or settle said claim on their own behalf with or without notice to the Undersigned for all fees, costs and payments made or agreed to be paid to discharge said claim.

Exhibit A, Policy 7.20.0 Solar Energy Systems

Mutual 53
Policy 1 Solar Energy Systems
MAINTENANCE AND INDEMNITY AGREEMENT

6. In the event of enforcement of said maintenance and indemnification obligations as set forth herein, the Undersigned agrees to pay all reasonable attorneys' fees necessary to enforce said maintenance and indemnification obligations.

THIS AGREEMENT SHALL BE UNLIMITED AS TO AMOUNT OR DURATION, and shall be binding upon and inure to the benefit of the parties, their respective successors, assigns, personal agents and representatives.

SIGNED this _____ day of _____ 20____ at _____ by all owners of the condominium unit making application for the installation of a solar energy system, as follows:

Name of Owner: _____

By (signature): _____

Name of Owner: _____

By (signature): _____

Name of Owner: _____

By (signature): _____

Exhibit B, Policy 7.20.0 Solar Energy Systems

Mutual 53 Policy 1 Solar Energy Systems INSTALLATION CHECKLIST ADDENDUM

Documents required to be attached to application:

- A. Manufacturer's spec sheet of solar panels (similar to Sun Power X20-250-BLK BC); only non-glare panels will be approved
- B. Survey of usable solar roof area showing dimensions and placement of installation
- C. Engineering drawings of proposed installation with placement of panels flush to roof as high as practical to roof ridge
- D. Dimensioned plans showing location of the following:
 - (1) Solar panels
 - (2) Routing of electrical/plumbing lines
 - (3) Placement of sub-panels within Unit
- E. Detailed engineering drawings showing roof penetrations for the following:
 - (1) Electrical/plumbing lines and flashing
 - (2) Attachment of panels
 - (3) Method of affixing panel brackets and flashing to roof
- F. Proof of liability insurance coverage, to be renewed annually
- G. Solar installation warranty; minimum 10 year warranty on installation workmanship
- H. For roofs that have an existing warranty, written approval by Mutual's roofing contractor or roofing consultant of roof penetrations.
- I. Final inspection checklist:
 - (1) Visible ancillary components, such as conduits, plumbing and supports painted to match exterior of adjacent structures (unless such painting would void a manufacturer's warranty) and as inconspicuous as possible.
 - (2) Solar panels mounted flush with roof surface, with all rooftop installations blending into the roof color as much as possible.
- J. Proof of Notification of owners of condos in the same building

Exhibit C, Policy 7.20.0 Solar Energy

Mutual 53 Policy 1 Solar Energy Systems ENERGY SYSTEM REMOVAL ADDENDUM

When it is necessary to remove solar energy systems from Mutual 53 roof tops, the building structure should be returned to its pre-solar installation condition, as follows:

1. Owner of the installation shall obtain an alteration permit for removal. This assures that the work is done by a licensed contractor with appropriate insurance, and in accordance with all permits and legal requirements.
2. Obtain Walnut Creek city permit (if required).
3. After removal of the solar energy system, remove roofing and plywood in areas previously covered by the panels, if required.
4. If deemed necessary by Mutual 53, install a new roofing system matching the pre-existing roofing design, although color match may not be possible.
5. Patch all holes in the interior ceiling, if deemed necessary by the Mutual, and other penetrations where solar panel appurtenances were installed.
6. Inspect exterior of structure, utility/meter closets and electrical panels for penetrations and repair them.
7. Properly dispose of all materials outside Rossmoor.
8. All work shall be done to the satisfaction of Mutual 53
9. Satisfy all other requirements imposed by Mutual 53

Exhibit D, Policy 7.20.0 Solar Energy

Mutual 53
Policy 1 Solar Energy Systems
OWNER NOTIFICATION FORM

1. Name of Applicant: _____

2. Date of Request: _____

3. Notification of each owner of condo in building at: _____

Name: _____ Address: _____

Signature: _____

Name: _____ Address: _____

Signature: _____

Name: _____ Address: _____

Signature: _____

Name: _____ Address: _____

Signature: _____

Name: _____ Address: _____

Signature: _____

Name: _____ Address: _____

Signature: _____

Name: _____ Address: _____

Signature: _____

Mutual 53 Responsibility Matrix

The Responsibility Chart, attached hereto, is incorporated by reference and made a part of the Rules and Policies. If there is a conflict between this Matrix and any sections of the CC&Rs, the sections of the CC&Rs shall prevail.

The following is a listing of the items within the Mutual for which Members and the Mutual are responsible for the routine maintenance, repair and replacement duty, in accordance with the CC&Rs and may not apply to situations where damage is caused by the negligence or willful misconduct of any party.

Unless specifically provided otherwise in the Chart, the items below include the responsibility to maintain, repair, replace and paint (if painting is applicable).

This Chart is provided for convenience as to the general determination of responsibility for the maintenance, repair and replacement of various components of the Development. The physical boundaries of the various components of the Development, such as the Unit, Common Area, and Exclusive Common Area, as defined under the Condominium Plan are not determinative of the responsibility for routine maintenance, repair and replacement

In certain situations, the Mutual's insurance coverage may provide for the repair/replacement of components that are designated as the Members' responsibility under the CC&Rs, including this Chart. These circumstances shall not be deemed to be, or construed as, modifying the routine maintenance, repair and replacement duties set forth herein.

COMPONENT(S)	Full	Maintain	Paint	Repair	Replace
O = Owner M = Mutual "Full" means maintain, clean, paint repair, and replace "Maintain" means keep clean and attractive					

WALLS, CEILINGS & FLOORS

1. Perimeter walls surrounding the Unit - including bearing walls, studs, frames and other structural items	M				
2. Perimeter walls - exterior surfaces/stucco/siding/paint	M				
3. Perimeter walls - exterior trim	M				
4. Non-bearing interior walls and partitions such as bedroom, dining room walls, etc.	O				
5. All drywall and insulation in the Unit	O				
6. All interior walls surfaces and coverings - paint, wallpaper, paneling, mirrors, etc.	O				
7. Ceiling surfaces (including, but not limited to, "popcorn" texturing and any asbestos containing materials (ACM) in texturing (if not previously removed and/or abated)	O				

COMPONENT(S) O = Owner M = Mutual "Full" means maintain, clean, paint repair, and replace "Maintain" means keep clean and attractive	Full	Maintain	Paint	Repair	Replace
8. Floor coverings - interior - carpeting - hardwood tile, marble, granite, vinyl, etc.	O				
9. Floors - unfinished slab and/or sub-floors	M				
10. Attics - structural	M				
10a. Attic space - original insulation, wiring, ducts Note: Insulation, wiring, ducts installed or modified by Owner with or without MOD permit.	M O				
10b. Attic, attic space - Telephone, TV cable and/or data wiring	O				
11. Front entry landings	M				
12. Front entry gates (4348 - 4400 - 4412)	M				

WINDOWS & DOORS

13. Windows - glass, mullions, screens, hardware, weather stripping, caulking, drapes, blinds	O				
14. Window frame replacement (normal wear and tear)	O				
15. Window and window frame damage caused by Owner, tenant, guest, etc.	O				
16. Window - Flashing/waterproofing (Originally installed)		M			O
17. Entry door - flashing/waterproofing exterior	O				
18. Entry door - framing (non-structural)	O				
19. Entry door - locks, hardware and weather-stripping, glass and door	O				
20. Entry door - painting or staining - interior surface	O				
21. Entry door - painting or staining - exterior surface If done by owner with permit		M O			
22. Interior doors - bedrooms, closets, bathrooms, etc.	O				
23. Balcony doors - flashing, waterproofing, weather-stripping, glass	O				
24. Doorbell - bell and interior components	O				

COMPONENT(S) O = Owner M = Mutual "Full" means maintain, clean, paint repair, and replace "Maintain" means keep clean and attractive	Full	Maintain	Paint	Repair	Replace
25. Doorbell - button/switch and exterior components	O				
26. Carport Interiors - Resident with deeded access or approved rental access is responsible for upkeep and cleaning and ensure carport is used only for storage of motor vehicles		O	M	M	M
27. Garage Interior - Original interior wall and ceiling framing, electrical wiring and lighting.	M				
28. Garage Interior - Finished walls, ceiling, overhead storage modifications, pull-down ladders/stairs, additional wiring or lighting installed through MOD permitted project, owner installed storage cabinets, containers, etc.	O				
29. Garage door - including springs, hinges, tracks, mounting		O		M	M
30. Garage door - frame (non-structural), flashing , waterproofing	O				
31. Garage door - locks, opener and associated hardware and wiring	O				
32. Screen door(s)	O				
33. Skylights/solar tubes - flashing, waterproofing, framing, glass, plastic	O				

ELECTRICAL

34. Electrical panel and circuit breakers in Unit	O				
35. Electrical wiring in walls which serve only one Unit	O				
36. Light switches, electrical outlets and wall plates - interior	O				
37. Light switches, electrical outlets and wall plates - exterior	M				
38. Light fixtures - inside Unit	O				
39. Light fixtures - Common Area	M				
40. Telephone lines, cable television, computer lines, DSL cables, exclusively serving one Unit	O				
41. Satellite dishes	O				

COMPONENT(S)	Full	Maintain	Paint	Repair	Replace
O = Owner M = Mutual "Full" means maintain, clean, paint repair, and replace "Maintain" means keep clean and attractive					

KITCHEN

42. Sink, faucet, garbage disposal, drain, supply lines and angle stops	O				
43. Leaky faucets	O				
44. Garbage disposal clogs	O				
45. Cabinets and countertops	O				
46. Loose, missing or failing grout or caulk around sinks, faucets, countertops	O				
47. Appliances (dishwasher, refrigerator, microwave, stove, oven, range hood & fan, etc.)	O				
48. Water lines in walls, ceilings and floors that exclusively serve a Unit	M				
49a. Water lines in walls, ceilings and floors that have been altered or replaced as part of a permitted project	O				
50. Drain lines in walls and floors that exclusively serve a Unit	M				
50a. Drain lines in walls and floors that have been altered or replaced as part of a permitted project	O				

BATHROOMS

51. Tubs, showers, faucets, valves, shower pans that exclusively serve a Unit	O				
52. Leaky faucets	O				
53. Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops	O				
54. Vanities, sinks, faucets, drains, supply lines and angle stops that exclusively serve a Unit	O				
55. Toilets, tank mechanisms, wax ring, supply lines and angle stops and local stoppage (not main line)	O				
56. Water lines in walls, ceilings and floors that exclusively serve a Unit	M				
56a. If plumbing has been altered or replaced as part of a permitted project	O				

COMPONENT(S) O = Owner M = Mutual "Full" means maintain, clean, paint repair, and replace "Maintain" means keep clean and attractive	Full	Maintain	Paint	Repair	Replace
57. Drain lines in walls, ceilings and floors that exclusively serve a Unit	M				
57a. If plumbing has been altered or replaced as part of a permitted project	O				
58. Overflow drains - bathtubs, showers and sinks	O				
59. Heater & ceiling/exhaust fans	O				

BALCONIES and ELEVATED WALKWAYS

60. Balcony surfaces		O	M	M	M
61. Elevated walkway surfaces		O	M	M	M
62. Stairs leading to either upper or lower units		O	M	M	M
63. Sliding glass door - door, hardware, rollers, frames and tracks, weather stripping, mullions, etc.	O				
64. Sliding glass door - flashing, waterproofing (original)		M		M	O
64a. Sliding glass door - flashing, waterproofing (doors that have reached the end of their useful life)	O				
65. Framing and Structural components of balconies and elevated walkways	M				
66. Railings - balconies and elevated walkways	M				
67. Paint - balconies and elevated walkways	M				
68. Light fixtures - balconies	O				
69. Balconies/Elevated walkways - standing water to be removed from surface as soon as possible		O			

MISCELLANEOUS

70. All mechanical equipment, heating and air conditioning equipment, heat exchangers, drip pans, valves, thermostats, compressors, condensers, control equipment and any other mechanical equipment exclusively servicing one Unit	O				
71. Moisture from or around vents, A/C condenser line	O				
72. Water heater - including gas lines, valves, drip pans, drain lines, etc.	O				

COMPONENT(S) O = Owner M = Mutual "Full" means maintain, clean, paint repair, and replace "Maintain" means keep clean and attractive	Full	Maintain	Paint	Repair	Replace
73. Termite treatment in Common Areas (includes tenting of buildings)	M				
74. Termite treatment inside Units (does not include damage caused by termites)		M			
75. Termite - damage to unit	M				
76. Termite damage to interior walls and interior wall surfaces (not including bearing walls), owner installed improvements such as woodwork, furnishings, decorations, etc.	O				
77. Spraying/Eradication of interior pests on interior of Unit (e.g. ants, bees, fleas, rodents, bed bugs, etc)	O				
77a. Eradication of pests/rodents in attic or crawl-space of building	M				
77b. Spraying/Eradication of pests (e.g. ants, bees, fleas, rodents, etc) on and around the exterior of a structure.	M				
78. Fireplace mantel, firebox, flue, damper, chimney and all interior surfaces	O				
79. Fireplace chimney cap, chase cover, and exterior structure (i.e. stucco, bricks)		M		M	M
80. Fire sprinklers - sprinkler heads inside units	M				
81. Fire sprinklers - all components, water lines, exclusively serving a Unit	M				
82. Fire sprinklers - all components, water lines serving the Common Area	M				
83. Hard-wired Fire Alarm System	M				
84. Smoke Detectors - 10 year battery operated smoke detectors installed by Mutual inside units	M				
85. Smoke Detectors - Battery operated with replaceable battery(s) <u>originally</u> installed by mutual. Will only replace with 10 year battery operated unit.		O			M
86. Smoke Detectors - Owner installed (any)	O				
87. Carbon Monoxide Detectors	O				

COMPONENT(S) O = Owner M = Mutual "Full" means maintain, clean, paint repair, and replace "Maintain" means keep clean and attractive	Full	Maintain	Paint	Repair	Replace
88. Security of a Unit - Locks, cameras, alarms, lights, wiring	O				
89. Drainage systems (e.g. ditches, catch basins, etc.)	M				
90. Walls - perimeter (i.e. retaining walls, decorative rock walls in common planting areas, etc.)	M				
91. Gas lines - below ground	M				
92. Gas lines - owner installed with permit	O				
93. Dryer Vents	O				
94. Plumbing lines - inside unit but not located inside walls or beneath floors or above ceiling (e.g., risers, washing machine hoses, dishwasher hoses, ice maker hose).	O				
95. Gutters and Downspouts	M				
96. Hose Bibs (Common Area)	M				
97. Hose Bibs - Owner installed	O				
98. Landscaping - Common Area	M				
99. Mailboxes	M				
100. Parking Spaces/Parking Lots - concrete, asphalt surfaces	M				
101. Roof - decking/sheathing/flashing, underlayment (e.g. tar paper)	M				
102. Roof - vents, furnace flues, plumbing stacks and other roof penetrations	M				
103. Sidewalks - Common Area	M				
104. Solar Systems - owner installed	O				
105. Solar Systems removal as necessary, restore common area to its pre-installation condition	O				
106. EV charging stations - owner installed (garage only)	O				
107. EV charging stations removal as necessary, restore common area to its pre-installation condition	O				

Revision Date: 01/24/2023