

4.0 ALTERATIONS

4.2 Work Site Rules

The following rules apply to contractors, member contractors and other service providers employed by residents. Contractors must be made aware of these rules prior to submitting an estimate for work proposed.

- (a) Contractors or service providers must not park vehicles in guest parking spaces.
- (b) Normal work hours are 8:00 to 4:30 Monday through Friday. Material storage can only be on that area directly contiguous to working site. All waste must be hauled out of Rossmoor; none may be deposited in Mutual trash enclosure bins or MOD dumpsters on Rockview Drive. Walkways and stairways must be kept clear. Common areas shall be swept clean each evening.
- (c) Building utilities may not be interrupted without advising affected residents two hours in advance.
- (d) During construction, it is the Member's responsibility to take care not to impose on neighbors. Work must be completed on or prior to the stated date of completion. Violations will result in a fine levied on the Member. Fines are calculated on a sliding scale relative to job size in dollars whether in relation to the length of time or the degree of aggravation to neighbors. The Mutual Board will levy fines.

4.3 Satellite Dishes and Cables

Any installation of satellite dishes or moving or changing cable wires must be done according to the approved SWCM Satellite Dish and Cable wiring specifications contained in the SWCM SATELLITE DISH AND CABLE RULES.

4.4 Solar Energy Systems.

Solar energy systems may be installed on common areas of Second Walnut Creek Mutual in accordance with this policy. Any such systems which are installed in violation of this policy shall be removed, and the surrounding areas and electrical connections shall be restored to their previous condition, at the owner's expense. This policy is intended to conform to Civil Code Section 714 and 714.1, which shall control in the event of conflict with the law.

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PROCEDURES

Alteration permit procedures set forth in Second Walnut Creek Mutual Policies Section 4.0 shall be followed, with the following modifications:

1. The applicant shall notify each co-owner in the building where the installation is to take place and certify to the Design and Review Committee that the notice has been given. Any written comments by the co-owners shall be attached to the application. No application may be denied solely because of objections by the co-owners.
2. Design and Review Committee of Second Walnut Creek Mutual shall review the application for approval and may offer recommendations for reasonable restrictions on the installation within limits prescribed in Civil Code Section 714. The Committee may also impose reasonable conditions on the approval of the application.
3. The applicant shall provide satisfactory evidence of compliance with requirements of the City of Walnut Creek.
4. A solar energy system for heating water shall be certified by the Solar Rating Certification Corporation (SRCC) or other nationally recognized certification agency. A solar energy system for producing electricity shall meet all application standards established by the National Electric Code and, if applicable, any requirements of the state or county Public Utilities Commission or entity.

COMPLIANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS

The applicant shall provide satisfactory evidence that the system is installed in a workmanlike manner, by a licensed and insurance installer, in accordance with the manufacturer's instructions.

INDEMNITY AGREEMENT

The applicant shall execute and deliver an indemnification agreement in a form satisfactory to Second Walnut Creek Mutual which will, among other things, require that the applicant:

1. Procure and maintain liability insurance with a minimum limit of Two Hundred Fifty Thousand Dollars (\$250,000).

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2. Indemnify Second Walnut Creek Mutual and its officers, members and agents in the event of loss or damage caused by the installation, maintenance, or use of the solar energy system including, without limitation, loss of use of the common area by other owners of the cooperative.

INSTALLER OBLIGATIONS

1. Upon sale or transfer of the unit, the buyer or transferee shall assume all of the applicant's obligations in writing as set forth in this policy or in any conditional approval issued by the Committee unless before sale or transfer, the applicant removes the solar energy system at the applicant's sole cost and expense.
2. The installer or successor owner of the system shall remove at his own expense the solar system and all components when necessary to enable Second Walnut Creek Mutual to perform any maintenance, repair or replacement to the building on which the solar system has been installed. Should the owner fail to remove the system when requested in writing by the Mutual, the Mutual can cause the system to be removed and the owner of the system will be responsible to reimburse the Mutual for all costs incurred. Any failure to either remove the system upon notice or reimburse the Mutual for any costs incurred in removal of the system provided for herein will constitute a breach of owner's Occupancy Agreement.

The documents SWCM ALTERATION RULES, SWCM PRIVATE GARDEN RULES, and SWCM SATELLITE DISH AND CABLE RULES contain detailed descriptions of other aspects of the policies and are available at the Board Office in the Gateway Complex or at Mutual Operations.