

AMENDMENTS TO GOVERNING DOCUMENTS

Blue Italic Strikethrough = Omitted/Deleted

Red Italics = Added/Inserted/Replaced

BYLAW AMENDMENTS

Amended and approved by HUD 8/30/2017

A complete revision of the bylaws, ratified by the membership on 10.12.2017, 68 Yea's to ratify – 10 Nay's. Motion carried. See new Bylaws as noted on EG Website "Governing Documents" – "Bylaws".

Amended and approved by HUD 12/21/2011

Section 8 (a) thru (d) of Article III of the Bylaws was deleted in its entirety and replaced with the following:

Section 8. TRANSFER OF MEMBERSHIPS: Except as provided herein, membership shall not be transferable and, in any event, no transfer of membership shall be made upon the books of the Corporation within ten (10) days next preceding the annual meeting of the members. In all transfers of membership, the Corporation shall be entitled to a fee it deems appropriate to compensate if for the processing of the transfer.

- (a) Death of Member. ~~If, upon~~ *Upon* death of a member, his or her membership in the Corporation ~~passes may pass~~ by will or intestate distribution to a member of his *or her* immediate family, ~~if~~ such legatee or distributee ~~may,~~ *(i) passes all background check, (i.e. criminal, credit and rental history, (ii) is approved interviewed* by ~~assuming in writing the terms of the~~ *Board of Directors, (iii) executes a Subscription Agreement and* Occupancy Agreement, ~~where required by the Administration,~~ within sixty (60) days after member's death, and ~~paying~~ *(vi) pays* all amounts due. ~~there under, become a member of the Corporation.~~

If member dies and an obligation is not assumed in accordance with the foregoing, then the Corporation shall have an option to purchase the membership from the deceased member's estate in the manner provided in paragraph ~~(b)~~ *(c)* of this Section, written notice of the death being equivalent to notice of intention to withdraw. If the Corporation does not exercise such option, the provisions of paragraph ~~(c)~~ *(d)* of this Section shall be applicable, the references to "member" therein to be construed as references to the legal representative of the deceased member. In addition to the above, ~~whereby membership is automatically transferred by will or intestate succession,~~ any membership held in joint tenancy shall pass to the survivor and all of the rights, duties, and obligation of said membership shall inure to the benefit of said survivor. *NOTE: The Housing Assistance Program, (HAP), is non-transferrable and the immediate family member, legatee or distributee, must apply separately for the HAP.*

- (b) Transfer to Immediate Family Member. If a member desires to leave the Cooperative, he or she may transfer his or her membership in the Corporation to a member of his or her immediate family. ~~Such transfer of membership shall be effective upon transferee assuming in writing the terms of the Subscription Agreement, and the Occupancy Agreement approval of the Board of Directors.~~ For the purpose of this section, immediate family shall mean a member's husband, wife, mother, father, sisters, brothers, children, and grandchildren. *Such transfer of membership shall be effective only upon transferee's (i) passing of all background checks, (i.e. criminal, credit and rental history), (ii) approval interviewed by the Board of Directors, (iii) execution of a Subscription Agreement and Occupancy Agreement, and (vi) payment of all amounts due on the membership. NOTE: The Housing Assistance Program, (HAP), is non-transferrable and the immediate family member, legatee or distributee, must apply separately for the HAP.*
- (c) Option of Corporation to Purchase. If the member desires to leave the ~~project,~~ *Cooperative,* he or she shall notify the Corporation in writing of such intention and the Corporation shall have an option, ~~but not the obligation,~~ for a period of 30 days commencing the first day of the month

following the giving of such notice, ~~but not the obligation~~, to purchase the membership, together with all of the member's rights with respect to the dwelling unit, at an amount to be determined by the Corporation as representing the transfer value thereof, less any amounts due by the member to the Corporation under the Occupancy Agreement, and less the cost or estimated cost of all deferred maintenance, including painting, redecoration, and such repairs and replacements as are deemed necessary by the Corporation to place the dwelling unit in suitable condition for another occupant. The purchase by the Corporation of the membership will immediately terminate the member's rights and the member shall forthwith vacate the premises.

- (d) Procedure Where Corporation Does Not Exercise Option. If the Corporation waives in writing its right to purchase the membership under the foregoing option, or if the Corporation fails to exercise such option within the 30 day period, the member may sell his or her membership to any person who has been duly approved by the Corporation as a member and occupant.

If the Corporation agrees, at the request of the member, to assist the member in finding a purchaser, the Corporation shall be entitled to charge the member a fee it deems reasonable for this service. When the transferee has been approved for membership and has executed the prescribed Subscription Agreement and Occupancy Agreement, the retiring member shall be released of his or her obligation under his or her Occupancy Agreement, provided he or she has paid all amounts due to the Corporation to date.

Amended and approved 2/21/1992

- Article III, Section 4: Omitted sentence beginning, ~~"The status of the incorporators as members..."~~
- Article III, Section 8 (b): Rewrote "...~~immediate family shall mean a member's husband, wife, mother, father, brothers, sisters, children, and grandchildren.~~"
- Article III, Section 8 (c): Omitted two words, ~~"floor finishing"~~.
- Article III, Section 8: Omitted paragraph (e) (2) under Transfer Value.
- Article IV, Section 4: Under Notice of Meetings, changed ~~"place of address"~~ to read *"his or her last known address."*
- Article IV, Section 5: Under Quorum, omitted words ~~"either"~~ and ~~"or by proxy"~~ from first sentence.
- Article IV, Section 6 & 7: Under both Adjourned Meetings and Voting, omitted words ~~"either in person or by proxy"~~ from the first and third sentences, respectively. Added sentences: *"Members wishing to vote with an absentee ballot must request ballot (either in person or by mail) at least 10 days prior to the regular vote date. Absentee ballots must then be enclosed within the envelope marked "BALLOT" which is then placed in addressed envelope and either mailed or delivered to the Cooperative office at 3045 Eastern Avenue, Sacramento, CA 95821, at least 24 hours prior to balloting."*
- Article IV: Omitted Section 8, Proxies.
- Article V, Section 1: Omitted words, ~~"a majority"~~ and amended the end of the paragraph to read: *"In addition to the five Directors, two other members shall be elected to serve as alternated directors in the absence of a regular Board Member. The alternate shall attend all meetings of the Board of Directors when a regular Board member is absent and shall have full voting privileges in such instances only."*
- Article V, Section 3: Under Election and Term of office, omitted sentences 2, 3, and 4, and added *"Upon election of seven members, those five members receiving the highest number of votes shall constitute the Board of Directors, and the other two members will be alternates."*
- Article V, Section 13: Safeguarding Subscription Funds was omitted from the By-Laws.
- In the new By-Laws, Article XI, concerning Community Facility Provisions, commencing on page 12 and continuing on pages 13 and 14, was reinstated to the By-Laws, having been omitted in the 1985 revisions.

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## **OCCUPANCY AGREEMENT**

Amended 3/1/2005

Article 5: Omitted last sentence "Management is to be notified in the event guests are to stay more than a week." Rewrote and added sentences as follows:

*Guest staying longer than a week MUST register with the Eastern Gardens Business Office. Resident members may have a guest(s) visit their household. However, any person(s) staying longer than a week without the prior consent of Eastern Gardens Management is in violation of the Occupancy Agreement. Recurring or continuous visits of 10 or more days or nights in a 90-day period, without prior consent, will be in violation of the Occupancy Agreement.*

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RULES, REGULATIONS, POLICIES & PROCEDURES

Regs & Rules #26. PROPERTY TAX ASSESSMENT - COMPLETION OF FORM (BOE-266): (Adopted 5/3/2014). No previous version.

A. Purpose.

Each year, as part of its operational duties in accordance with Article 10 of the Occupancy Agreement, Eastern Gardens Cooperative, Inc. ("the Cooperative") must file with the Office of the Assessor of Sacramento County ("the Assessor") an Ownership Statement – Cooperative Housing Corporation (Form BOE-266-E), in order to qualify for the Cooperative's annual \$7,840.00 Homeowners' Property Tax Exemption ("Annual Exemption").

As of January 1, 2014, the Assessor now requires that the Cooperative, in order to obtain the Annual Exemption, also collect and submit a Claim for Homeowners' Property Tax Exemption (Form BOE-266) ("Form") completed by each of the Cooperative's shareholders by February 15 of each year. The Cooperative will lose an exemption in the amount of approximately \$70.00 for each Form BOE-266 not submitted. The Cooperative relies on this Annual Exemption to reduce overhead and to cost-effectively manage and maintain the Cooperative's property on behalf of the shareholders.

Shareholders must complete and submit this Form to the Cooperative only once, or if they transfer to a different unit. All shareholders should have completed and submitted this Form to the Cooperative by January 31, 2014. Those shareholders who did not complete and submit this Form in 2014, and any new shareholders who bought into the Cooperative in 2014, must complete and submit this Form no later than January 31, 2015. Any new shareholders who buy into the Cooperative each calendar year thereafter must complete and submit this Form no later than January 31 of the following calendar year.

B. Rule.

1. Completion and Submission of Form

Each shareholder shall complete, sign, and submit to the Cooperative a Form BOE-266. Each shareholder must submit a completed Form BOE-266 to the Cooperative only once, or if they transfer to a different unit. Each shareholder who did not complete and submit a Form BOE-266 to the Cooperative in 2014, and any new shareholders who bought into the Cooperative in 2014,

must submit a completed Form BOE-266 to the Cooperative no later than January 31, 2015. Any new shareholders who buy into the Cooperative each calendar year thereafter must submit a completed Form BOE-266 to the Cooperative no later than January 31 of the calendar year following the year of their acquisition.

A copy of Form BOE-266 will also be provided by the Cooperative, upon request, to any owner requesting a copy in writing, or may be obtained on-line at the Assessor's website at (www.assessor.saccounty.net.)

2. Imposition of Fine for Failure to Submit Completed Form

A fine in the amount of \$70.00 will be imposed against any shareholder who fails to submit a completed Form BOE-266 to the Cooperative as required above. The \$70.00 fine may be imposed against the shareholder each year until the completed Form BOE-266 is submitted.

Regs & Rules #6.Gardening: (Amended 10/10/2013). ~~GARDENING POTS & PLANTS: Trimming of trees and shrubs is the responsibility of our landscaping service. An outside water hose bib is provided for the convenience of downstairs dwelling units and other members who should need to use it.~~ You are permitted to have eight (8) each potted plant within your breezeway or patio area, that are not to exceed a 14" vase/pot in diameter and/or a 5-gallon vase/pot in size and must be at least 6-8" away from the building. They cannot be planted permanently into the ground or attached, affixed, or hung to the building, nor obstruct access in the breezeways or hinder the grounds keeper from doing their job; neither shall they violate Articles 6 & 7 of the Occupancy Agreement or other members rights to a safe and healthy living environment.

Regs & Rules #25 Storage: (Adopted 10/10/2013). No previous version. *Garbage cans, bottles, brooms, mops, toys, shelves, shopping carts, gardening tools, fitness equipment, cardboard boxes, household furniture, excessive decorative items and similar personal property are to be kept inside the apartment, ADA equipment excluded so long as they do not obstruct the egress/ingress. Patios, and breezeways are to be used for patio furniture and bicycles only, (limited to size of table & number of chairs and quantity of bicycles, space permitting). Areas located outside of front doors, are part of the common areas and cannot be used for storage, this includes outside next to apartment building(s). In addition, there are to be no poisons, i.e., insecticides, pesticides, or herbicides, of any type or kind, this will include potting soil and fertilizers, whether sprayed or applied in pellet form, or stored on the outside grounds of the common areas.*

Regs & Rules #7: Laundry Rooms: (Amended 4/20/2012). ~~Please wash off the washers and remove lint from dryer filters after each use. If you spill soap, please clean it up. Do not shake rugs, etc. that tend to get lint all over the floors; if this should occur, please clean it up. Do not use sinks and then "drip" your clothes all the way to the washers or dryers, leaving water on the floor to be tracked around or slipped in.~~

Please clean washers and remove lint from dryer filters after each use. Soap spills, excessive lint from shaking carpets, etc. should be cleaned up before leaving the area to maintain a safe and clean laundry area for all members. To help ensure the health, safety and security of all members, please exercise laundry room courtesy:

- a) If left unattended, please close and secure the doors and windows after use, especially after dark.*
- b) Inspect all personal clothing articles and remove any human or animal feces prior to the use of the washers and dryers. Soiled bed linens, clothing, animal bedding and anything that contains excrement should be removed, rinsed, or in some cases discarded prior to the use of the*

- c) *laundry facilities. For heavier articles or animal bedding, you may consider utilizing the more durable commercial machines at your local launder mat located off site*
- d) *Don't leave your unwanted clothes, nick-knacks or dishes and other household items out on the tables.*
- e) *Immediately report all broken non-working machines and discrepancies to management.*

Internal Dispute Resolution (IDR) Policy: (Adopted 3/16/2012). No previous version.

A fair, reasonable, and expeditious internal dispute resolution (IDR) procedure applies to a dispute between members and Eastern Gardens Cooperative or its management staff. The IDR process, as described below, shall be followed in any case where Eastern Gardens Cooperative's Board of Directors proposes to internally resolve membership disputes within the cooperative corporation. This IDR process shall also be followed when a member requests to participate in IDR with the Cooperative Corporation.

Eastern Garden Cooperative adopts the following IDR procedure, in accordance with §1363.810 of the California Civil Code.

- I. *Either party in a dispute within the scope of these procedures may appeal to the following:*
 - A. *Either party may request to meet and confer in an effort to resolve the dispute. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The request shall be in writing.*

- 1. *Upon receipt of the written request from a Member requesting to confer with the Board of Directors regarding a dispute, the Board of Directors shall schedule an Executive Meeting, to be held not less than ten (10) days and not more than thirty (30) days after the Board is served with the request, unless a later date is made necessary by the Member's unavailability. Written acknowledgment of the Member's request for IDR and notice of the Board's proposed date for the meeting shall be sent:*

- a) *By first class or registered mail to the member's address mailing address in Eastern Gardens Cooperative, Inc. or at an offsite address if so provided by the Member*
- b) *No later than ten (10) days after receipt of the request but, at least seven (7) days before the proposed date of the meeting; and*

If the member for good cause cannot attend the meeting on the scheduled date, he or she shall notify the Board of Directors in writing within five (5) days of receiving the notice of the meeting and must specify in the response at least two alternate dates or times the Member will be available. If the Member fails to provide alternate dates for the hearing, the Board may assume the Member is withdrawing his or her request for IDR.

- 2. *Upon receipt of a written request from the Board of Directors requesting to confer with the Member regarding a dispute, the Member may elect not to participate.*

The Member shall respond to the Board's request indicating whether Member is willing to participate within five (5) days of the Member's receipt of the request. Member's response shall be in writing and placed in the Board's mailbox located inside the business office. If the Member participates but the dispute is resolved other than by agreement of the Member, the Member shall have a right of appeal to the Board of Directors.

- B. *The Board of Directors shall designate at least one member of the Board to meet and confer on the Cooperative's behalf.*

- C. *The meeting will be held at Eastern Garden's Clubhouse or business office, unless the parties agree to hold the meeting elsewhere.*
- II. *Any resolution or agreement reached parties shall be memorialized in writing and signed by all parties, including the board designee on behalf of the Cooperative. Any such resolution or agreement binds the parties and is judicially enforceable if both of the following conditions are satisfied:*
- A. *The agreement is not in conflict with law or the governing documents of Eastern Gardens Cooperative.*
- B. *The agreement is consistent with the authority granted by the Board of Directors.*
- III. *Members shall not be charged a fee for using the Internal Dispute Resolution (IDR) process.*

In-House Transfer Policy: (Adopted 7/28/2004). No previous version. (Amended 4/14/09, 5/11/2011).

Note 1. ... Location preference and refusal turn-downs will not apply for those claiming a Medical or Reasonable Priority and the resident member must accept the first available apartment unit offered to them.

Applicant Refusal. ... Priority applicants must accept the first available apartment unit offered to them.

In House Transfer Fee: The amount of the Transfer Fee will be equal to the one-month carrying charge of the vacant unit; that is, the unit which the member has agreed to transfer into, for example:

- Transfer to a one-bedroom unit: \$367 (or current rate)*
- Transfer to a two-bedroom unit: \$439 (or current rate).*

Purpose & Reason: Should the transferring member move into the apartment unit within the time frame originally agreed upon, the Transfer Fee will be refunded. Please Note: The Transfer Fee does not affect either equity differences between a one-or two-bedroom unit or repair costs charged to your vacating unit, which the member is required to pay)

When a vacancy occurs, management first refers to the in-house waiting list to determine a member's request to transfer. If the vacancy meets the member request, she, or he, is notified that a vacancy has met their requirements. The member is then given three (3) days to respond, (i.e. to accept or reject), which allows management to either make arrangements for the transfer or continue moving on through the waiting list. In either situation, a great deal of time, effort, and administrative paperwork is required to transfer legal documents, complete necessary repairs to vacant units and process any required fees and/or charges.

One transfer vacancy could involve a minimum of two apartment units, perhaps up to three or four at one time. When the outside waiting list must be referred to then criminal background checks, credit and rental history and interviews must be conducted as well. Any unanticipated delays in transferring the unit can result in financial expenditures.

Regs & Rules #20: Remotes Provided: (Amended 3/22/2011). Remote controls will be provided to members and those listed on the Occupancy Agreement and living on the premises full time.

- ~~1. In case of medical emergency or disability, on the recommendation of a medical doctor, the Board may make exception to the foregoing and grant the temporary use of a remote control (to the care-giver).~~
- ~~2. A charge of \$35.00 will be made in the case of exceptions as out lined above.~~

a) Additional remotes can be purchased by the membership at a cost of \$30.00 each. Note: The additional remotes that are purchased by the membership and the remotes provided at your initial move-in become the responsibility of the member to maintain (i.e. batteries) and to safe guard them. When the remotes are no longer needed, whether it was provided to you at no cost or either you purchased them, they will not be repurchased or bought back by Eastern Gardens.

Rules & Regs #24. Rules governing the use of Clubhouse Facilities: (Adopted 9/27/2006, Amended 2/28/2011).

The Clubhouse is to be used for the enjoyment by Eastern Garden's members and guests accompanied by a resident member. The Clubhouse *shall be* used *only* for *Eastern Gardens* functions, such as *board*/business meetings, social gatherings, and rental use by its members.

Rental use by the members will consist of family/friend gatherings such as birthdays, memorials, anniversaries, or other family/friend oriented gatherings of the member that are not by definition an organization, club, company, corporation, or business; this will include but not limited to, church groups, card clubs, office parties, or nonprofit organizations. Eastern Gardens is a private community, that is, the common area facilities, such as the clubhouse, pool, picnic area, and laundry rooms are for the private use of the membership and its residents and are not available for outside organizations or public use. This will include but not limited to, inviting the public to attend give-a-ways, rummage sales, and the bookmobile. The following guidelines are necessary for the protection of the members and the Corporation.

Rules & Regs #16. Members Guest(s): (Amended 7/22/2010). Members are responsible for the actions or damages caused by their guests.

a) Member's Guest(s) staying longer than three (3) weeks shall be required to obtain Board approval prior to the stay of visiting guest(s). In addition, the Member shall be required to sign a statement to the affect that guest(s) staying longer than the approved length of stay, the Member shall be in breach of the Occupancy Agreement. Guest(s) shall include but not limited to: father, mother, daughter, son, brother, sister, aunt, uncle, nephew, niece, cousin, care-providers, and any friends or acquaintances. Excluding Member's immediate family members, (i.e., wife, husband, underage children).

Member's Financial Move out Responsibilities: (Adopted 7/28/2004). No previous version. (Amended 4/15/2010).

NO UPGRADES OR ALTERATIONS ARE ALLOWED DURING MOVE-IN/OUT PROCESS
In order to avoid rent loss, liability or damage issues, Members transferring to a different unit will not be allowed to have contractors, relatives, friends or any type of work performed to the transferring unit until the Member has accepted the unit and has submitted written requests to the board requesting upgrades/alterations at Members expense and upon the board's approval will the work then be allowed to commence. Note: Only carpet and vinyl will be allowed for upgrading at member's expense. Members have two standard colors and styles to choose from which have been pre-selected by the corporation.

Rules & Regs #8. Patios. *Charcoal burners and other open-flame cooking devices (a.k.a. BBQ's):* *(Amended 3/25/2010).* Porches and balconies are to be kept clear of litter; no brooms, mops, clothes racks, towels or swimming suits are to be left in these areas. Planters, bikes, and patio furniture are the only items allowed. As there are four members at each entrance, arrangements should be made to take turns keeping these areas clean.

Upper and lower breezeways should be clear of litter, brooms, mops, clothes racks, towels and swimming suits. Planters, bikes, and patio furniture are allowed. Members who share the common breezeway should be responsible in helping to maintain the community appearance and upkeep of this area for all members involved.

- a) *Charcoal burners and other open-flame cooking devices: These requirements apply to the use and storage of barbecues on balconies, breezeways, patios, and decks within the gated community of Eastern Gardens Cooperative, Inc. Charcoal burners and other open-flame devices shall **NOT** be operated, stored or located within any of these areas as mentioned beforehand. The only area approved for the use of these types of cooking devices shall be within the designated picnic area, (i.e., the existing outside BBQ's and patio tables adjacent to the clubhouse).*

Rules & Regs #23. Pool Rules: (Adopted 9/22/2004); (Amended 3/23/2005 & 7/7/2009). Pool Rules was deleted in its entirety and replaced with the following.

Pool Hours & Dates of Operation:

_____ * Pool is OPEN YEAR ROUND.

_____ * Pool HOURS.....8:00 A.M.....to.....10:00 P.M.

NOTE: Pool will be heated from May 1st thru 2nd Monday of October. Usage of all pool furniture and accessories will follow the heating cycle time frame. After such time all furniture/accessories will be put into storage.

1. **ALL PERSONS LESS THAN 14 YEARS OF AGE MUST BE ACCOMPANIED BY RESPONSIBLE RESIDENT ADULT.**
2. **NO CUT-OFFS OR LEVI JEANS PERMITTED.**
3. **NO GLASSWARE PERMITTED INSIDE POOL GATES.**
4. **GUESTS:**
 - a) **ALL POOL GUESTS MUST BE CALLED INTO MANAGER NO EXCEPTIONS.**
 - b) **RESPONSIBLE RESIDENT ADULT MUST ACCOMPANY ALL POOL GUESTS.**

NOTE: Since the pool is used by many apartment units. Members with guests are to be considerate of the rest of the Residents in the matter of invitational guests. Resident Members must have first consideration as to the use of the pool. It is suggested that you give careful thought when inviting guests on weekends; most of the residents will be at home and any Resident Member should invite certainly no more than two guests. This is **NOT** a public pool, so please do not invite your friends and relatives to use it in excess. Pool keys are for residents only; do **NOT** give them to friends or relatives.
5. **ANYONE USING OIL OR OTHER SUNTAN PREPARATION MUST USE THE SHOWERS LOCATED IN THE SAUNA ROOMS TO REMOVE OIL BEFORE ENTERING THE POOL.**
6. **HAIR THAT IS LONGER THAN COLLAR LENGTH SHOULD BE CONFINED SO AS TO MINIMIZE SHEDDING. PLEASE HELP US BY NOT WEARING PINS, CLIPS, BARRETTES, CURLERS, etc., WHILE SWIMMING.**
7. **PLEASE NO RUNNING ON DECK OF POOL OR ROUGH PLAYING IN WATER**
8. **WHEN THE POOL IS BEING CLEANED ALL PERSONS MUST LEAVE THE AREA.**
9. **IF YOU OBSERVE SOMEONE WHOME YOU DO NOT RECOGNIZE AS A RESIDENT, YOU HAVE THE RIGHT TO POLITELY QUESTION THEM. PEOPLE HAVE BEEN KNOWN TO COME IN OFF THE STREET AND THIS IS DEFINITELY NOT ALLOWED.**

- 10. ~~PLEASE BE CONSIDERATE OF USING THE POOL AND SAUNA FACILITIES.~~
- 11. ~~PLEASE ENSURE THAT THE POOL GATES ARE SECURELY CLOSED WHEN ENTERING OR EXISTING THE POOL AREA. DO NOT LEAVE THE GATES OPEN AT ANY TIME.~~
- 12. ~~COMMUNITY DIRECTOR/MANAGER RESERVES THE RIGHT TO DENY USE OF THE POOL AT ANY TIME ON PERSON OR PERSONS WHO VIOLATE THESE RULES.~~

The following rules have been established by the Board of Directors and are for the benefit of all Members and residing immediate family living with members, including non-married live-in partners and visiting guests. This is to assure the safe operation of the pool facility and to provide enjoyable recreation for all.

Eastern Garden's swimming pool, does not have lifeguards on duty, all persons using the pool and pool area do so at their own risk and have sole responsibility for any accident or injury in connection with such use.

The following hours and dates apply when the pool is heated and officially opened for seasonal recreational use from May 1st to the 2nd Monday in October.

During seasonal months, pool furniture is placed around the pool. All Members of Eastern Gardens and residing immediate family living with members, including non-married live-in partners and visiting guests shall comply in observing these rules.

Any person violating swimming pool rules are subject to the revocation of their swimming privileges. Eastern Garden's Management is responsible for the safe operation of the pool. Their instruction shall be followed at all times. Report any injuries and discrepancies to management.

FOR POOL EMERGENCIES DIAL 911
Non-Emergencies Dial 874-5115

HOURS OF OPERATION	HEATING DATES OF OPERATION
8:00 a.m. – 10 p.m. daily	Heated from: May 1 st – 2 nd Monday in October
*Open Year-Round	Furniture Removed/Stored

1. *Pool users must wear swimming suits or swimming trunks upon entry into the pool. Clothing such as cut-offs, denim jeans, gym shorts, and underwear is not permitted as swimwear.*
2. *When first entering the pool or when using suntan and other oils, please shower prior to entering the swimming pool.*
3. *Infants/children who are not toilet trained and adults, who are incontinent, shall wear a clean diaper or disposable swim diaper and must fit snugly around the legs and waist.*
4. *Any person under 14 years of age must be accompanied by an adult Member.*
5. *Flotation devices such as vests designed to provide vertical support, may be worn. Water wings (swimmies) may also be worn.*
6. *The use of masks and snorkels are permitted. Youths 14 and under, accompanied by an adult, may use masks and snorkels.*
7. *Any person having diarrhea, nasal or ear discharge, communicable disease, or who is wearing any kind of bandage or band-aid will not be permitted in the pool.*
8. *Persons having any considerable area of exposed sub-skin tissues, e.g. open blisters, cuts, etc., will not be permitted in the pool.*
9. *Spitting, spouting of water, blowing nose or urinating in the pool is prohibited.*
10. *For health and safety reasons, gum chewing is not permitted anywhere in the gated pool area.*
11. *Hair longer than shoulder length should be confined to minimize shedding and as a courtesy to other people in the pool.*

12. For safety and maintenance reasons, do not use clips, curlers, or pins which could fall into the pool and damage the filtering system and/or clog the drains.
13. Wearing of eyeglasses in the pool is discouraged unless absolutely necessary.
14. No glassware, please use plastic or paper only. BBQ grills or electric (AC) devices are not permitted inside the gated pool area.
15. Food or refreshments may be consumed, within the gated pool area. All refuse and waste must be deposited in designated receptacles and area cleaned up. Food and drink is not permitted in the pool.
16. Pets are not permitted in the gated pool area, including companion animals. Exception to this, are Service Animals only, (e.g. animals for the legally blind)
17. If a member has visiting guests, i.e. persons who are not of the immediate family living with the member, including non-married live-in partners, shall comply with the following:
 - a) Member shall accompany all visiting guest(s), i.e., not living with the member, while at the pool.
18. No running or rough play, diving or jumping haphazardly. Improper conduct causing undue disturbances in or about the pool area or any acts which would endanger any patron is prohibited.
19. No person within the gated pool area shall behave in such a manner as to jeopardize the safety and health of him/her and others. Such behavior, including abusive or profane language, shall be grounds for expulsion from the pool and loss of pool privileges.
20. Persons under the influence of alcohol or drugs will not be permitted in the gated pool area.
21. Smoking is not permitted anywhere in the gated pool area.
22. The pool will be closed during pool cleaning.
23. During evening or night swims, if the underwater pool light is out, the pool will be cleared immediately and not be available for night use until the light is fully restored.
24. The pool is opened year-round; however, during inclement weather the pool and gated pool area will be closed.
25. For safety reasons, the pool gates shall be securely closed after entering and exiting the pool area.
26. The gates shall not be propped open or obstructed as to cause a potential trip hazard, or left open at any time.
27. Eastern Garden's Community Director reserves the right to deny use of the pool at any time to any person and/or their guest(s) who violate these rules.
Employees or contracted employees of Eastern Gardens are the only persons allowed to handle or maintain the pool filters/baskets, drain plates and skimmer or enter the mechanical room, and storage room.

NOTE: The pool is used by many members. Members with visiting guest(s) are to be considerate of other members when inviting and/or using the pool. Members have first priority in the use of the pool. Many members are home during the weekends and may want to use the pool. Our pool is not a public pool. In consideration of other members, please limit any outside invitations to 2 visiting guests. Pool keys are the responsibility of members and are not to be loaned out to visiting guests.

Expulsion Policy: (Adopted 5/2/1984). (Amended 6/7/2008). Expulsion Policy was deleted in its entirety and replaced with the following.

~~The following procedures were adopted by the Board of Directors of Eastern Gardens Cooperative, Inc. on May 2, 1984. The procedures must be followed in any case where Eastern Gardens Cooperative, Inc. proposes to evict a member and terminate that person's membership in the cooperative.~~

~~1. Cause for Eviction and Termination~~

- ~~a) Eastern Gardens Cooperative, Inc. may evict a member for any of the reasons listed in Articles 14 and 15 of the Occupancy Agreement. According to Article III, Section 9 of the Bylaws, an eviction terminates an individual's membership in the cooperative.~~
- ~~b) The management agent of Eastern Gardens Cooperative, Inc., will initiate an eviction by preparing a written notice of a proposed eviction, stating all the reasons for the eviction, and~~

- c) ~~presenting a copy thereof to the Board of Directors with a statement that the management agent considers a good cause for the eviction to exist.~~
- d) ~~The Board of Directors of Eastern Gardens Cooperative, Inc. will review the findings of the management agent without reviewing the merits of the proposed eviction. The management agent is authorized to forward the notice to the member unless a majority of the Board at the meeting decides that the eviction should not be undertaken. If the management agent proceeds with the eviction, the member will be sent a notice of proposed eviction in accordance with paragraph 2.~~

2. Notice of Proposed Eviction

- a) ~~When Eastern Gardens Cooperative, Inc. proposes to evict a member, it will notify the member in writing that:
 - i. ~~Eastern Gardens Cooperative, Inc. proposes to evict the member for valid reasons, all of which must be included in the letter.~~
 - ii. ~~If the member agrees with the reasons and decides to move, the member must vacate the cooperative apartment by a specified date, which shall be not less than 15 days from the date of the notice.~~
 - iii. ~~If the member disagrees with the reasons, he or she need not move, however, within 10 days of the notice the member must request, in writing, a hearing before the Board of Eastern Gardens Cooperative, Inc., c/o the Resident Manager.~~
 - iv. ~~Upon receipt of the request for a hearing, the Board of Directors will schedule a special meeting, to be held not less than five days after receiving the request, if the member for good cause cannot attend the hearing on the scheduled date, he or she must notify the Board within two days of receiving the notice of the hearing and must specify in the response at least two alternate dates or times, both within two days of the original date, that the member can attend. The sole purpose of the meeting shall be to conduct the hearing.~~
 - v. ~~Prior to the hearing and during regular business hours, the member may examine and at the member's expense, copy the member's files and payment records in possession of the cooperative.~~
 - vi. ~~The hearing will be conducted in accordance with paragraph 3 of this procedure, which shall be enclosed with each notice.~~
 - vii. ~~If the member does not request a hearing and does not leave the dwelling by the date specified, Eastern Gardens Cooperative, Inc. may start whatever legal actions are available to evict the member and terminate the membership.~~~~
- b) ~~The notice to the member must be sent:
 - i. ~~By first class or registered mail;~~
 - ii. ~~At least 15 days before the proposed date of eviction;~~
 - iii. ~~To the member's Eastern Gardens Cooperative, Inc. residence or, if the member is no longer residing at Eastern Gardens, at the last address that the corporation has for the member's place of residence.~~~~

3. The Hearing

- a) ~~The hearing will be held in the Eastern Gardens Cooperative, Inc., Community Room or other mutually agreeable location and conducted before the Board of Directors of Eastern Gardens Cooperative, Inc. All state law and Bylaw provisions applicable to a Board Meeting shall apply to the hearing.~~
- b) ~~The hearing may be tape recorded by either Eastern Gardens Cooperative, Inc., or the member.~~
- c) ~~The member, as well as Eastern Gardens Cooperative, Inc., may be represented by any individual, including an attorney. However, each party will pay its own cost of representation.~~

- d) ~~The member may call any witnesses, and may present any evidence orally or in writing, in support of the member's position that he or she should not be evicted. Eastern Gardens Cooperative, Inc., or its representative, may question any witness called by the member.~~
- e) ~~Eastern Gardens Cooperative, Inc. may call any witnesses and may present any evidence, orally or in writing, in support of its position that the member should be evicted. The member, or his or her representative, may question any witness called by Eastern Gardens Cooperative, Inc.~~
- f) ~~The rules of evidence shall not be applicable to any testimony or evidence presented.~~
- g) ~~Upon completion of the presentation of evidence, the member and Eastern Gardens Cooperative, Inc., may each summarize their position.~~
- h) ~~The Board may continue a hearing, after it has started, to any other time convenient to the parties, provided that continuance is not for more than three days.~~
- i) ~~The Board of Directors shall vote on each allegation of violation of the Occupancy Agreement and decide whether there is good cause to evict the member for violation of the~~
- j) ~~Occupancy Agreement. The Board shall vote on whether to evict the member within three days of completing the hearing. The Board may deliberate its decision in closed session. The member need not be present at the time of the Board's decision.~~
- k) ~~A majority vote of the Board present at the hearing is required to uphold the proposed eviction decision.~~
- l) ~~Whether the Board upholds or rejects the proposed decision to evict the member, it will write the member and inform him or her of its decision.~~

4. Eviction Notice

- a) ~~If no hearing was conducted and the member has not vacated the dwelling by the date of the proposed eviction, the member shall be served with a notice to termination in accordance with Section 1161 of the California Code of Civil Procedure.~~
- b) ~~If a hearing was conducted, and the member has been notified of the Board's decision, the member shall have five days from the date of the notice of decision in which to vacate the dwelling. The notice from the Board of Directors may be combined with the eviction notice required by Section 1161 of the California Code of Civil Procedures, provided that the date of eviction is not less than five days from the date of that notice.~~

The following procedures were adopted by the Board of Directors of Eastern Gardens Cooperative, Inc. on April 16, 2008, (effective 6/7/2008). The procedures must be followed in any case where Eastern Gardens Cooperative, Inc. proposes to expel a member and terminate that person's membership in the Corporation.

1. Cause for Expulsion and Termination

- a) *Eastern Gardens Cooperative, Inc. may expel a member for any one of the reasons listed in Articles 14 and 15 of the Occupancy Agreement. Pursuant to Article III, Section 9 of the Bylaws, an expulsion from the corporation terminates an individual's membership in the Corporation.*
- b) *The management agent of Eastern Gardens Cooperative, Inc. shall initiate an expulsion by preparing a written notice of a proposed expulsion, and presenting a copy of the written notice to the Board of Directors with a statement from the management agent setting forth the reason(s) the management agent considers good cause for expulsion.*
- c) *The Board of Directors of Eastern Gardens Cooperative, Inc. shall review the findings of the management agent without reviewing the merits of the proposed expulsion at a Special Closed Session Meeting of the Board of Directors convened solely for the purpose of reviewing said notice. Only upon a majority vote of the Board of Directors will the management agent be authorized by the Board of Directors of Eastern Gardens Cooperative, Inc. to forward the notice*

d) *unto the Member. Upon a majority vote of the Board of Directors, the management agent shall forward the notice of the proposed expulsion to the member in accordance with paragraph 2 below.*

2. *Notice of Proposed Expulsion from Eastern Gardens Cooperative, Inc.*

a) *At which time Eastern Gardens Cooperative, Inc. proposes to expel a member from the corporation, the management agent upon a majority vote of the Board of Directors shall notify the member in writing that:*

- 1) *Eastern Gardens Cooperative, Inc. proposes to expel the member from the corporation for good cause setting forth all reasons for the expulsion.*
- 2) *If upon receiving written notice from the management agent, the member agrees with the reasons as set forth in the notice, the member shall vacate the cooperative apartment by a specified date, which shall not be less than fifteen (15) days from the date of the notice.*
- 3) *If the member disagrees with the reasons set forth in the notice, he or she need not move at that time, however, within ten (10) days of the notice the member must request, in writing, a hearing before the Board of Directors of Eastern Gardens Cooperative. The written request for a hearing shall be delivered to the Resident Manager of Eastern Gardens Cooperative, Inc.*
- 4) *Upon receipt of the written request from the member requesting a hearing on the proposed expulsion, the President of the Board of Directors shall schedule a Special Meeting, to be held not less than (5) five days after receiving the request from the Resident Manager. If the member for good cause cannot attend the hearing on the scheduled date, he or she must notify the President of the Board of Directors within (2) two days of receiving the notice of the hearing and must specify in the response at least two alternate dates or times, both dates are to be within two days of the original hearing date, that the member can attend. The sole purpose of the meeting shall be to conduct the hearing.*
- 5) *Prior to the hearing and during regular business hours, the member may examine and at the member's expense, copy the member's files and payment records in possession of Eastern Gardens Cooperative, Inc.*
- 6) *The hearing will be conducted in accordance with paragraph 3 of this procedure, a copy of which shall be enclosed with the notice to the member.*
- 7) *If the member does not request a hearing within the time stated and does not vacate the dwelling by the date specified, the member shall be expelled from Eastern Gardens Cooperative, Inc. and shall lose all right to reside in the dwelling. Upon being expelled as a member of Eastern Gardens Cooperative, Inc. his/her/their interest is terminated and if the dwelling is not vacated, the expelled member shall become a Tenant at Sufferance and Eastern Gardens Cooperative, Inc. may take whatever legal action necessary to evict the*

Tenant at Sufferance. (A Tenant at Sufferance arises when one comes into possession of property by lawful title, but wrongfully holds over after the termination of his/her interest. She/he has no estate or title by only naked possession without right and wrongfully, and stands in no privet to landlord and is not entitled to notice to quit, and is a bare licenses to which landlord owes merely a duty not wantonly or willfully it injure him/her.)

b) *The notice to the member must be sent:*

- 1) *By first class or registered mail;*
- 2) *At least 15 days before the proposed date of expulsion;*
- 3) *To the member's Eastern Gardens Cooperative, Inc. residence, or if the member is no longer residing at Eastern Gardens, at the last address that Eastern Gardens Cooperative, Inc. has for the member's place of residence.*

3. The Hearing

- a) *The hearing will be held in the Eastern Gardens Cooperative, Inc., Community Room or other mutually agreeable location and conducted before the Board of Directors of Eastern Gardens Cooperative, Inc. All state law and Bylaw provisions applicable to a Board Meeting shall apply to the hearing.*
- b) *The hearing may be tape-recorded by either Eastern Gardens Cooperative, Inc., and/or the member.*
- c) *The member, as well as Eastern Gardens Cooperative, Inc., may be represented by any individual, including an attorney. Each party shall pay its own cost of representation.*
- d) *The member may call any witnesses, and may present any evidence orally and/or in writing, in support of the member's position that he or she should not be expelled as a member of Eastern Gardens Cooperative, Inc. Eastern Gardens Cooperative, Inc. or its representative, may question any witness called by the member.*
- e) *Eastern Gardens Cooperative, Inc. may call any witnesses and may present any evidence, orally or in writing, in support of its position that the member should be expelled. The member, or his or her representative, may question any witness called by Eastern Gardens Cooperative, Inc.*
- f) *The rules of evidence shall not be applicable to any testimony or evidence presented.*
- g) *Upon completion of the presentation of evidence, the member and Eastern Gardens Cooperative, Inc. by and through any Board of Director may summarize their position.*
- h) *The Board of Directors may continue a hearing, after it has started, to any other time convenient to the Board of Directors and the member. However, if the hearing is continued, that continuance shall not be for more than three (3) three days.*
- i) *Upon presentation of all the evidence, the Board of Directors shall vote on each allegation of Violation of the Occupancy Agreement and decide whether there is good cause to expel the member for violation of the Occupancy Agreement.*

The Board of Directors shall vote on whether to expel the member within three (3) days of completing the hearing. The Board of Directors may deliberate its decision in closed session. The member need not be present at the time of the Board of Directors decision.

4. Expulsion Notice

- a) *If no hearing was conducted and the member has not vacated the dwelling by the date of the proposed expulsion, the member shall become a Tenant at Sufferance and Eastern Gardens Cooperative, Inc. will seek its legal remedy to remove the Tenant at Sufferance from the dwelling.*
- b) *If a hearing was conducted, and the member has been notified of the Board's decision, the member shall have (5) five days from the date of the notice of the Board of Directors decision in which to vacate the dwelling. If the expelled member does not vacate the dwelling within the time stated, the member's status become that of a Tenant at Sufferance and the expelled member is wrongfully holding the property after termination of his or her interest and Eastern Gardens Cooperative, Inc. shall seek its remedy at law to remove the Tenant at Sufferance from the dwelling.*

No Smoking Policy: (Adopted 10/28/2007). No previous version.

*For the purpose of health, safety, and enjoyment of Eastern Garden's membership, the Cooperative has exercised its option to establish a **NO SMOKING POLICY**. Unless terminated or modified as provided hereir, this No Smoking Policy is integrated into Eastern Garden's Rules, Regulations & Policies and shall remain in force and will apply to all members and their guests. Interference with member's rights to the quiet, safe,*

and healthy environment caused by drifting tobacco smoke may be considered as a non-compliance of this policy and will be forwarded to Eastern Gardens Board of Directors for follow-up action.

Smoking is prohibited within 35 feet of any door or window of any building within Eastern Garden's gated community. Some of the areas include the following:

Dwelling Units	Pool Area
Clubhouse	Walkways
Laundry Rooms	Picnic Area
Breezeways	Flower Beds
Business Office	Carport & Driveways

Please do not discard cigarette butts anywhere on the Eastern Gardens grounds. Remember to be courteous and respectful of others at all times and be responsible for proper disposal of the cigarette.

Inspectors Election Committee Policy: (Amended 9/26/2007). No previous version.

These guidelines are designed to provide guidance for the Inspectors Election Committee volunteer's participation and in the processing of ballots that are cast using the ballots approved by the Board of Directors.

A. Designation of Site for the Accessible Voting Poll:

1. In accordance with Eastern Gardens Bylaws Article IV, Section 1, "Meetings of membership shall be held at the principal office or place of business of the Corporation or at such other suitable place convenient to the membership as may be designated by the Board of Directors." The Eastern Gardens Clubhouse has been designated as the current meeting and polling place for its members.

B. Voting at the Designated Poll Site:

1. When a member arrives to vote at the site, the election committee member shall verify that the voter appears on the membership roster and is in good standing. Voting members who appear at the poll site shall have their address and membership verified before placing their ballot in the ballot box.
2. Inspectors shall require all members who appear at the site to sign in using the membership roster to record that they have voted at the site. This would require that the inspectors locate the member's name on the list and then have the member sign next to their name. This would then become the poll book used at the site. Any voter whose name does not appear on the membership roster is not eligible to vote.

C. Absentee Ballots:

1. In accordance with Eastern Gardens Bylaws Article IV, Section 7, "...Members wishing to vote with an absentee ballot must request a ballot (either in person or by mail) at least 10 days prior to the regular vote date. Absentee ballots must then be enclosed within the envelope marked "BALLOT" which is then placed in an addressed envelope and either mailed or delivered to the Cooperative office at 3045 Eastern Avenue, Sacramento, CA 95821, at least 24 hours prior to balloting."

Absentee ballots will be verified using an envelope (i.e. the first envelope) on which only the member's name and address are on the outside envelope. The inside envelope which contains the official ballot should be marked "BALLOT" on the outside of it. Upon removal of the inside envelope marked ballot, it will be saved as a receipt of the member's ballot.

2. Upon verification of the absentee ballot, it will be tallied along with the regular ballots.

D. Tallying Ballots:

1. Upon the designated time when all ballots have been received and members have cast their votes, the Election Committee Inspectors will begin to officially tally the ballots.
 - a) Election Committee Inspectors will first count all of the ballots and record how many ballots were cast (such as the number of ballots received out of total number of Eastern Garden's membership) and then verify the number of ballots cast with signatures on the membership roster. If any Elections Committee Inspector determines that duplicate ballot(s) for the same member or dwelling unit has been cast or there is a possible defect or deficiency in a ballot which a member has cast, the Election Committee Inspector(s) may, with the approval of the President, contact the member to seek clarification or correction of the absentee ballot or ballot.
 - b) Using the tally sheets, Election Committee Inspectors are then to individually count the ballots to determine the number of votes cast for each of the candidates and record it on the tally sheet by making a tick mark in the box of that candidate.
 - c) When all ballots have been tallied and the number of each candidate's votes recorded, the Election Committee will select one inspector from the Elections Committee who will inform the President that all ballots have been tallied and the results are ready to be announced. Upon the President's approval, the same Elections Committee Inspector will then read the results.
 - d) Once the results are read, the Election Committee Inspectors will ensure that all tally sheets, ballots and membership roster are given to the Secretary of the Corporation.

E. The Elections Committee encourages maximum participation during the election process in the months of November and December. No committee member will publicly express his/her position either in favor or against the election of any candidate.

F. Any committee member who desires to become a candidate must first resign from the Elections Committee.

G. The Elections Committee will conduct itself in a non-partisan manner and will not allow itself to be influenced by outside sources.

Rules & Regs #10. Pet Rule: (Amended 6/6/2007). The Pet Policy was deleted in its entirety and replaced with the following:

~~PETS: No cats, dogs or pets of any kind (except small birds or fish) will be permitted in the units or on the grounds. Any member residing at Eastern Gardens on August 1, 1984, who already had a pet, may keep it, but these pets must be registered annually and may NOT be replaced when they die. We regret this rule; however, it is necessary and we ask for strict adherence. (See addendum dated March 29, 1990)~~

*Eastern Gardens Cooperative, Inc. has exercised its option to have a **NO PET POLICY** with the exception: a member who claims a disability with the State of California under Assistance Animals. Eastern Gardens Cooperative, Inc. has amended its Rules & Regulations entitled "PETS" to accommodate for such needs. Unless terminated or modified as provided herein, this Animal Policy supersedes the Rules &*

Regulations/Pets letter dated 3/29/1990 and is integrated into Eastern Garden's Rules and Regulations and shall remain in force. This agreement is entered pursuant to the Fair Housing Amendments Act of 1988, Section 504 of the Rehabilitation Act of 1973. These animal rules and provisions will apply to all resident members.

1. Animal Restrictions: All members with animals are required to adhere to the following restrictions and/or policies.
 - a) Animals are to be exercised outside of the gated fencing of the complex. Animals are not permitted in the common area(s) which include breezeways, pool area, clubhouse, office, and laundry rooms with the exception of the assistance-aided animals, such as seeing/hearing assistance animals.
 - b) If an animal defecates within the complex grounds, member is required to clean up wherever the incident occurred. Failure clean up for their animal will result in a \$25.00 fee to the Member. Please accept responsibility for your animal at all times.
 - c) Unattended animals will not be allowed outside the dwelling unit at any time. The member must have their animal under physical control, such as by leash not to exceed 8 feet in length, caged or physically held at all times when outdoors.
 - d) Animals may not be left unattended in a dwelling unit longer than a 24-hour period. Animals will be required to be boarded off the premises when the member is absent for an extended period beyond 24-hours.
 - e) Management will not accept the responsibility for allowing access to the member's unit to allow another person to care for animal with the exception of the documented alternate animal contact in emergency situations.
 - f) Animals found unattended in excess of the 24-hour period will be removed from the premises to the documented alternative animal contact listed on the animal's registration. If alternate contact cannot assume responsibility, a local animal control agency/boarding facility will be contacted for boarding at member's expense.
 - g) Animals are not permitted to be penned or caged on balconies, patios or breezeways at any time. No screens or fences may be added to any balcony, patio or breezeway area. Animals may not be leashed or tied to any interior or exterior building appurtenance at any time.
 - h) Animals must be restrained from making noise which disturbs other members, such as barking and/or whining dogs and crying or howling cats.
 - i) Animals that bite, attack, or demonstrate aggressive behavior will not be allowed on the Eastern Gardens premises.
 - j) If an animal becomes a nuisance or threat to the health or safety of others, Management will request the animal's removal.
 - k) Animal must be house trained, in good health with proof of immunizations, including rabies through a veterinarian's certification, be domesticated, neutered or spayed, licensed and housed indoors.
 - l) Member agrees to provide an updated health history for the animal (such as proof of immunization and licensing) annually. Register and document updated information with Eastern Gardens Business Office.
 - m) Member is responsible for all costs for fumigation, de-fleaing, emergency boarding, cleaning/deodorizing while a resident member and upon termination of membership.
2. Animals Not Permitted:
 - a) DOGS: Breeds of canine used for attack or defense purposes such as, but not limited to, Rottweiler's, pit bull terriers, Doberman pinchers and German shepherds. These animals not permitted on Eastern Garden's property unless the animal has been trained to work or perform tasks for the disabled person.
 - b) EXOTIC ANIMALS: Snakes, lizards, iguanas, and wild animals, such as wolves and large cats.
3. Member's Guests with Animals: Members are not allowed to have a guest bring an animal to visit vacation or board at Eastern Gardens unless the animal is an assistance or companion animal, such as a guide dog.
4. Animal Policy Violations: If Eastern Gardens Management determines a Member has violated a provision of the Animal Policy; a written notice will be issued by Management to the member.

The notice will provide the member with 5 days to correct the violation or request a meeting with Management to discuss the alleged Animal Policy Violation. Failure to comply with the notice will result in Management forwarding a noncompliance letter unto the Board of Directors for their action which could result in removal the animal or termination of membership.

5. Repeat Offenders: Two or more violations of this Animal Policy/Rules and/or failure to comply with the policies contained herein may result in efforts by Eastern Gardens Management to terminate the tenancy of the member with an animal.
6. Courtesy: Eastern Gardens recognizes animals can be therapeutic and beneficial for members who enjoy and care for them. However, animals can cause a problem for others, such as allergies or fear of animals. Please exercise common courtesy to other resident members and staff with reference to the animal's behavior.
7. Emergencies: In an emergency situation when the member is not at home, entry can be made immediately. Notice will be left for member stating the reason entry was required.
8. Maintenance: Maintenance personnel may refuse to enter member's dwelling unit if an animal has displayed aggressive behavior causing harm or danger. Maintenance or staff will not enter the unit unless the responsible member can assure their animal is secured and under control.
9. Liability: Member agrees and assumes personal liability for any potential threat or danger by their animal to the health and safety of other members, guests or management staff anywhere within the Eastern Gardens community. Physical damages caused to people or property is the responsibility of the animal's owner.
10. Policy Changes: Eastern Gardens Management, at the approval of the Board, reserves the right to alter or amend any of the above stated policies and/or procedures. In the event of an Animal Policy change, Management will provide a 60-day notice to all members with animals of the proposed change(s).
11. Damages: The animal in your care is intended to aid you in the performance of some functions or as a companion. In the event of any damages caused by the animal, the member will be required to assume all costs, such as fumigation for the unit, damages to the grounds, or expenses to board the animal if necessary.
12. Rules/Regulations: Members with animals are required to comply with all applicable community Rules & Regulations as stated in the Occupancy Agreement and Bylaws. For a member who claims a disability under FHA, Section 504 Reasonable Accommodations, Assistance Animals or the Americans Disability Act, the member must meet the statutory definition of disability.

Upon signage below, the member(s) acknowledges the receipt of a copy of this Animal Policy Agreement has read and understands the document and further agrees to the conditions set forth above. This addendum is incorporated into the Occupancy Agreement as set forth at length.

Member: _____ Date: _____

Member: _____ Date: _____

Management Representative: _____ Date: _____

ANIMAL ACCEPTANCE CRITERIA

Eastern Gardens Cooperative, Inc. exercises its option to have a **NO PET POLICY** with the following exception. An exception to this policy is a member who claims a disability with the State of California under Assistance Animals. Animal rules and provisions will apply, such as walking, defecating, and leash laws.

1. *If you have a disability that requires a need for a service/therapeutic animal, you will need to submit an application requesting a change in the following Eastern Gardens No Pet Policy. The necessary forms for this procedure are available at the Business Office as follows:*
 - a) *Reasonable Accommodation Request for Assistance Animal*
 - b) *Verification of Necessity (must show proof, such as letter from your care provider)*
 - c) *Service/Therapeutic Animal Information Form*
 - d) *Eastern Garden's Animal Policy*
 - e) *Determination of Request for Accommodation*
2. *All service/therapeutic animals will be reviewed on an individual basis. For example, if the animal is a dog, the following issues will be considered for approving the animal.*
 - a) *Is there a history of aggressive behavior?*
 - b) *Is there a record of biting, injury or attacks that have been reported to animal control in the counties they reside?*
 - c) *Upon meeting the animal, does the service/therapeutic animal display aggression toward humans or other animals?*
 - d) *Would the animal pose a direct threat to health or safety of others?*
 - e) *Would the animal cause substantial physical damage to the property of others?*
 - f) *Would the animal pose an undue financial and administrative burden to the provider?*
 - g) *Would the presence of the animal fundamentally alter the nature of the provider's services?*

NOTE: *Animal must not be a breed of canine used for attack or defense purposes.*

3. *A Good Health Certificate from a veterinarian is required and is to be provided to Eastern Gardens for its records and files.*
4. *All animals must be licensed within the current municipality. Proof of license must be provided to Eastern Gardens for its records and files.*
5. *Animals must be domesticated and kept indoors.*
6. *Animals must be spayed or neutered.*
7. *Animals must be viewed by the Community Director prior to approval. Eastern Gardens Cooperative, Inc. and its Managing Agent reserve the right to decline or revoke permission to have an animal that displays, causes or has caused disturbances or is a safety threat.*

Rules & Regs #14. Doors/Locks Rule: (Amended 3/21/2007).

If a screen door is installed on a unit, it must be maintained in an operable and good appearance condition. It must be black, dark brown, gold or aluminum. A screen door may be removed when a member moves. If any locks are changed or added (including screen door locks), management must be notified and provided with keys.”

a) *LOCK OUTS: Members or member's guest(s) locked out after office hours will be required to call a locksmith at Member's expense to open their doors. NOTE: Proper identification will be required by the locksmith, (e.g. driver's license)*

b) *LOST KEYS: Lost keys or replacement of keys to member's apartment unit will be replaced at current market rate per key at member's expense.*

Committees Policy: Adopted 10/29/2006. No previous version.

Committee members are appointed by the President of the Corporation from among the membership from time-to-time to assist in the conduct of the affairs of the Corporation and approved by majority vote of the entire Board of Directors. Committee membership is open to any member in good standing.

Eastern Gardens Cooperative, Inc. has two types of committees:

- Standing Committees: *These committees which have a continuing purpose.*
- Special Committees: *These committees are also called select or ad hoc and are appointed for a particular purpose and cease to exist once that purpose has been served. The charge or responsibilities and duties for each committee will be determined by the Board of Directors.*

The following will be used by the Board of Directors as a checklist to help determine the following issues:

<i>Type of Committee</i>	<i>Meeting Location and Time Frame</i>
<i>Specific Task or Charge</i>	<i>Due Date for Committee Report</i>
<i>Resources Available (funds, office supplies, and equipment)</i>	

A. STANDING COMMITTEES

1. TERM OF OFFICE: *Standing Committees are committees for which there is a continuing need unless otherwise noted. They can be terminated at the discretion of the Board of Directors. Committee members term of office will be the same as those served by officers of the Corporation. New members will be appointed when new officers are elected by the Board of Directors. Committee members can serve extended terms and there is no limit to the number of terms a member may serve on a committee.*
2. FUNCTION/PURPOSE: *Standing Committees will oversee routine duties that need to be carried out on a regular basis. These duties may include social gatherings, such as potlucks, picnics, and holiday events, newsletters, welcoming committee for new members, finance and planning.*
3. WORKINGS: *The Standing Committee will report to the Board of Directors at all regular meetings or special meetings of the Board of Directors and to the general membership during membership meetings.*

B. SPECIAL COMMITTEES (Select or Ad Hoc)

1. TERM OF OFFICE: *Special Committees will be discontinued when the assigned task is completed. They may be re-established at a later date as needed.*
2. FUNCTION/PURPOSE: *Special Committees will be established to accomplish an assigned task and are more specific than Standing Committees. This committee is more project-oriented and may include landscaping, community appearance, or elections.*
3. WORKINGS: *The Special Committee will report to the Board of Directors at all regular meetings or special meetings of the Board of Directors and to the general membership during membership meetings.*

C. COMMITTEE CHAIR: *The committee, once formed, will have the authority to name or elect a Committee Chair. Responsibilities of the Committee Chair are as follows:*

<i>To understand the committee’s task.</i>	<i>To guide – not direct – the discussion.</i>
<i>To recruit, nominate or appoint committee members.</i>	<i>To coordinate suggestions.</i>
<i>To nominate or appoint a committee secretary.</i>	<i>To ensure all statements are clearly understood.</i>
<i>To explain the committee’s goals to its members.</i>	<i>To keep an open mind.</i>

D. REPORT DISPOSITION: *When the committee has reached a decision and has formulated its findings based upon its research and studies, it then must submit their report to the Board of Directors five days prior to any Board meeting for their review. Below is a checklist for the Board of Directors to follow.*

<i>File the report without comment.</i>	<i>Give the report to a member for study.</i>
<i>Return the report to the Committee for additional information.</i>	<i>Postpone consideration to a more convenient time.</i>
<i>Refer the report to another Committee for study.</i>	<i>Accept the entire report.</i>
<i>Give the report to the property manager for study.</i>	<i>Reject the entire report.</i>
<i>Give the report to an officer for study.</i>	<i>Accept only part of the report.</i>

E. COMMITTEE AUTHORITY: The committee's only authority is that which is identified in the charge or task and cannot take any action without Board of Director's approval.

Rules & Regs #2. Parking Rules: Amended 1/16/1998, & 7/17/2006. The Parking Rules was deleted in its entirety and replaced with the following:

- ~~1. Eastern Gardens parking is reserved for members and guests only. ALL OTHERS WILL BE TOWED AWAY!~~
- ~~2. No parking is allowed in front of clubhouse door or dumpster doors.~~
- ~~3. First two spaces besides office are reserved for handicapped use only.~~
- ~~4. Members may park no longer than ten minutes to load or unload along curb or in cul-de-sacs.~~
- ~~5. No one may obstruct free use of parking area.~~
- ~~6. For security reasons, all vehicles MUST park HEAD-IN the parking spaces.~~
- ~~7. No crosswise (transversal) parking allowed.~~
- ~~8. No engine repair, major or minor or oil changes on property.~~
- ~~9. All vehicles without a current license sticker will be ticketed with a 24 hour warning notice then towed away at owner's expense. NO EXCEPTIONS, INCLUDING NON-OPERATIONAL VEHICLES!~~
- ~~10. No vehicle will be used for storage purposes on premises.~~
- ~~11. A copy of any of these vehicle violation will be placed on the windshield with the original copy returned to the office for follow-up action which may include towing and fines.~~
- ~~12. Members are responsible for keeping their parking spaces free of oil and dirt. If it is not done, a charge of \$15.00 will be made to have it cleaned.~~
- ~~13. Single members with 2 vehicles must park second vehicle in north end of Co-op property by Robertson. NO MEMBER MAY HAVE MORE THAN 2 VEHICLES PER APARTMENT.~~
- ~~14. No vehicle weighing over 3/4 tons will be allowed to park on premises, except for deliveries, pickups or workers for this complex.~~
- ~~15. Parking sticker must be posted and visible on lower, righthand corner of rear window.~~

a) Vehicle Accommodations: Members are responsible for notifying all resident members and guests of the parking policies. These policies are listed below.

- 1) Eastern Garden's parking is reserved for its resident members and guests only. All others will be towed away at owner's expense.
- 2) No parking is allowed at red curbside fire lanes, in front of the Clubhouse door or garbage receiving area doors, or other "No Parking" designated areas.
- 3) Handicap stalls are reserved for handicap parking only. Placards must be displayed at all times when using these spaces.
- 4) No vehicle may obstruct access or egress for emergency vehicles or the free use of the parking area.
- 5) For security, safety, and health reasons, all vehicles must park HEAD-IN in parking spaces.
- 6) No crosswise (transversal) parking allowed.

- 7) No engine repair/vehicle maintenance, major or minor, or oil changes shall be done on the premises.
 - 8) No vehicle will be used for storage purposes on the premises.
 - 9) Violators will be given a copy of these "Vehicle and Parking Policies" and a copy will be placed on the windshield of the vehicle. If ignored, a follow-up action may include towing at owner's expense.
 - 10) Members are responsible for keeping their parking spaces free of excess oil and grease. Failure to comply will result in an "at cost" charge to have it cleaned.
 - 11) No Member may have more than 2 vehicles per dwelling unit on the premises.
 - 12) Members with more than one vehicle per dwelling unit must use only unassigned/unmarked parking spaces for the second vehicle.
 - 13) Members have one assigned parking space and must always use the space assigned to them. Any resident member using the marked "Visitor" stalls will be subject to a \$25.00 fine.
 - 14) Guests are not to park in other member's parking space. Please use areas designated "Visitor Parking" or in unassigned/unmarked spaces; otherwise the vehicle will be towed at owner's expense..
 - 15) No vehicle weighing over 1 ton will be allowed to park on the premises with exception of delivery vehicles or vehicles contracted for work within the complex.
 - 16) Resident members and guests shall observe all posted speed limits of 5 MPH within the premises.
 - 17) All resident members' vehicles must be registered with the Community Director. Resident member's guests who stay longer than 7 days must also register their vehicles.
- b) Vehicle Registration: All vehicles on the premises must be currently registered and properly insured according to state law. Any vehicles on the premises without a current license tag (sticker) will be ticketed with a 96 hour warning notice. If not addressed with Management and duly resolved, the vehicle will be towed away at the owner's expense.
- c) Motorcycles/Trailers/Boats/RVs: Motorcycles are considered vehicles and must be parked in an appropriately designated parking space. Motorcycles may not be parked on sidewalks, under stairwells, patios, breezeways, or in any other areas not designated for vehicle parking. No recreational vehicles, trailers, campers, boats or motor homes are allowed on the premises except with written consent of Management.
- d) Inoperable Vehicles: Members and/or guests shall not park vehicles in a state of disrepair or left unattended on the premises for more than 96 consecutive hours after which time it will be towed at the owner's expense. Operational vehicles leaking fluids on parking surface, leaks and spills and/or damages caused by the member or their guests are the responsibility of the member.
- e) Washing Vehicles: Members should wash or spray off vehicles only in the designated area of the complex. Members should make every effort not to waste water and, if possible, use environmentally safe soaps. Before leaving this area, turn off water and put away any materials used.

Director's Code of Ethics Policy: Adopted 5/24/2006. No previous version.

ARTICLE I

A director has a duty of good faith and loyalty to Eastern Gardens Cooperative, Inc.

- a) A director owes allegiance to the Cooperative and must act in the best interests of the Cooperative while acting in his/her official capacity.

- b) *A director should be diligent to ensure that the Cooperative's interests are pursued during the meetings of the Board of Directors.*
- c) *A director may not use the position for personal profit, gain or other personal advantage over other member shareholders of the Cooperative.*
- d) *A director is accountable to the member shareholders of the Cooperative for his/her official actions and can be held personally liable for fraud or breach of fiduciary duty in the conduct of the Cooperative's affairs.*
- e) *A director who exercises honest and reasoned judgment and acts reasonably and in good faith for the best interests of the Cooperative will not be held liable for violation of his/her fiduciary obligation to the Cooperative.*

To carry out this duty, here are some guiding rules to follow:

- i) *A director should not discuss personal business during a meeting of the Board of Directors or advance his/her personal interests while in official session at the expense of the Cooperative.*
- ii) *A director should not make personal attacks on other directors, staff or member shareholders while performing official duties. Disagreements should be directed to the disagreement -- not the person who raises an opposing point of view.*
- iii) *A director may not accept commissions or rebates that belong to the Cooperative for his/her personal gain.*
- iv) *A director shall conduct his/her private life in a manner that befits the dignity of a Corporate Director.*

ARTICLE II

A director has a duty to use care, skill, and diligence when carrying out official acts as follows:

- a) *A director is required to act honestly and in good faith, in a manner reasonably believed to be in the best interests of the Cooperative, and with the care that a prudent person in a similar position would use under similar circumstances.*
- b) *A director should use his/her best efforts to keep apprised of legislation or regulations that affect the Cooperative.*
- c) *A director should seek the advice of experts when making decisions on behalf of the Cooperative in areas of competence in which a director has not been trained.*
- d) *A director must serve the interests of all member shareholders impartially and without bias.*
- e) *A director must advocate that the Cooperative comply with applicable laws, codes, contracts, and agreements to which the Cooperative is bound.*

To carry out this duty, here are some guiding rules to follow:

- i) *A director is expected to make a diligent effort to become trained and skilled in the business of Cooperative housing in such areas as finance, membership sale values, house rules, governance, and oversight.*
- ii) *A director is expected to obtain a working knowledge of laws that regulate the Cooperative, such as fair housing and minimum code restrictions that affect the Cooperative and its operations.*
- iii) *A director is entitled to rely upon information and reports presented by officers or other employees of the Cooperative whom the director reasonably believes to be reliable and competent.*
- iv) *A director is entitled to rely upon legal opinions, financial statements, and other information relating to matters that the director reasonably believes to be within the expertise of the person preparing the information.*

ARTICLE III

A director has a duty to act within the boundaries of his/her authority.

- a) The authority of a Board of Directors is defined in the charter and Bylaws of the Cooperative.*
- b) A director's authority is limited to those acts that are translated during the course of a duty called meeting of the Board of Directors with a quorum present.*
- c) A director may not act in an official capacity except in the context of a meeting of the Board of Directors unless specifically empowered to act by a majority of directors present and voting in the affirmative at a duly called meeting.*
- d) A director serving in official capacity may not violate the Cooperative's charter.*
- e) A director serving in official capacity may not violate the Cooperative's Bylaws.*

To carry out this duty, here are some guidelines to follow:

- i) The Cooperative Charter received from the state defines the business that the Corporation can conduct. Its Bylaws describe how the Cooperative will be operated.*
- ii) The Board of Directors is obligated to comply with the Bylaws of the Cooperative. Member shareholders who may have been wronged by the failure of the Board of Directors to comply with the Bylaws may have a case of personal liability against the directors who violate the Bylaws.*

ARTICLE IV

A director has a duty to disclose every personal conflict of interest to the Cooperative.

- a) A director is required to make a prompt and full disclosure of any material personal interest, either direct or indirect; he/she may have in a translation to which the Cooperative is a party.*
- b) A director shall not vote on or participate in discussions or deliberations on matters when a conflict is deemed to exist other than to present factual information or to respond to questions presented.*
- c) A director shall assure that the minutes properly record his/her abstention on any vote on matters for which a conflict may exist.*

To carry out this duty, here are some guiding rules to follow:

- i) A director who has disclosed a conflict should request that the disclosure be recorded in the official minutes of the meeting.*
- ii) A director may vote on an issue that benefits a director if the issue is one that is decided for the general good of the Cooperative and the member shareholders. An example is voting to replace windows. If the motion is to replace all windows, you can vote. If the motion is to replace windows only on your side of the Cooperative, do not vote.*

ARTICLE V

A director may not divulge or profit from the confidential information learned while performing official duties.

- a) A director may not divulge or otherwise use for personal gain any personal information learned during the performance of official duties as a director.*
- b) A director must hold confidential all matters involving the Cooperative until such time as there has been general disclosure of that information.*
- c) A director shall not have access to the personal files and financial records of a member shareholder without the consent of that member shareholder.*

To carry out this duty, here are some guiding rules to follow:

- i) A director must use special care to protect delinquency reports and check registers containing personal information from being read by unauthorized persons.
- ii) A director must not reveal confidential bidding information from contractors or provide unauthorized information to bidders about the review to the bids.
- iii) A director may not use information learned about a member shareholder during an official meeting as a topic conversation with other member shareholders.
- iv) A director does not have authority to peruse files that contain private information about individual member shareholders.
- v) A director has a duty to protect the confidentiality of information learned in the applicant screening process.
- vi) A director must have a member's consent to receive confidential information about that member.

ARTICLE VI

A director has a duty to participate in the operations of the Cooperative only as authorized in the Bylaws or by the full Board of Directors.

- a) A director's primary obligation is to participate in the governance and policymaking process of the Cooperative, and not its operations.
- b) A director should not interfere with the enforcement of the Occupancy Agreement or house rules outside of a meeting of the Board of Directors.
- c) A director should not interfere with the enforcement of policies except during a meeting of the Board of Directors.

To carry out this duty, here are some guiding rules to follow:

- i) An individual director is not empowered to provide day-to-day work instructions to staff unless clearly authorized to do so during a meeting of the Board of Directors.
- ii) An individual director does not have authority to waive compliance with any policy of the entire board of directors.

Director/Member's Signature

Date

Maintenance Policy: Adopted 4/26/2006. No previous version.

Business Office

The Building Maintenance Program is overseen by the Eastern Gardens Community Manager/Director who reports to the Senior Regional Portfolio/Property Manager (FPI) and is responsible for the protection and preservation of buildings and common area facilities owned by Eastern Gardens Cooperative, Inc. All services are provided as ongoing and continuous maintenance and shall be in accordance with the Management Agreement between Eastern Gardens Cooperative, Inc. and the Managing Agent.

The Community Manager/Director oversees all activities at the Business Office. Responsibilities include, not only managing the daily administrative actions, but also the focal point for all incoming trouble-calls and outgoing service calls. Service calls are then dispatched to the Maintenance Technician who reports to, and is supervised by, the Community Manager/Director.

The Maintenance Program and the Business Office are under the direction of the Community Manager who is responsible for the following activities:

- Provides a central call-in-point for the community: trouble-calls concerning individual dwelling units, exterior of all buildings and grounds, mechanical equipment, all common areas and facilities.
- Prioritizes and dispatches all service calls to the Maintenance Technician and, when necessary, contracts personnel -- scheduled or unscheduled.
- Coordinates all utility shutdowns for dwelling unit buildings and common areas.
- Ensures all maintenance/construction projects are in compliance with current fire, building, health/safety codes and insurance requirements.
- Ensures proper disposal of all hazardous and non-hazardous waste materials and maintains compliance with local, state, and federal laws.

Eastern Gardens has established procedures when it becomes necessary for you to report building discrepancies, either in person, by phone or by going to EG's website. Every call will be treated in the order of importance. For all other questions or concerns not related to maintenance or repairs, (i.e., policies, rules, regulations, and bylaws...etc.), please submit a letter to the board of directors.

- Give your name and apartment number
- The problem or discrepancy you are experiencing
- Emergency or non-emergency
- A call back number

NOTE: In management's absence, whether out sick or on vacation the following procedures will apply:

- Building Emergencies – Work required is to ensure the safety of personnel and to prevent structural damage, such as, water breaks or electrical hazards, which requires an immediate response.
- Non-Building Emergencies -Routine work that can wait more than 24-48 hours which can be scheduled at your earliest convenience. This includes routine repairs, preventative maintenance or modification work. The messages are checked daily by maintenance and/or management staff.
- Personal Emergencies - Is a Personal Situation that threatens human life or personal property and demands immediate attention, such as, Medical, Burglary, Fire, Theft and Assault – DIAL 911
- Non-Personal Emergencies – Personal situations that are not life threatening, please contact the Sacramento County Sheriff's Department's non-emergency number @ (916) 874-5115

* NOTE: All services listed below whether done by in-house maintenance services or outsourced chargeable services will be determined based on urgency, scope of work, expediency, manpower availability and skill level.

COMMUNICATIONS - CABLE & ANTENNA SERVICE

TELEPHONE SERVICE REPAIRS

Eastern Gardens Cooperative, Incorporated covers the expense on inside repairs for one telephone line which is the wall jack located adjacent to the kitchen countertop and dining area. Repairs for additional wall jacks installed will be the responsibility of each member regardless of location. Financial responsibilities for all telephone service usage and instruments are the responsibility of each member. All outside repairs, up-to the exterior of the building, and/or the demarcation cabinet, is the responsibility of the telephone company.

CABLE & DISH SATELLITE SERVICE

Eastern Gardens Cooperative, Incorporated is best served by establishing a service agreement with a Cable and Dish Satellite provider. Eastern Gardens has established such an agreement with Comcast Cable Company and Dish Satellite and has granted them access for delivery of cable and dish satellite

services to the premises. All maintenance services will be maintained by Comcast Cable Company and Dish Satellite.

The terms, conditions, charges and fees for the services provided to each resident member at the premises shall be contained in contracts between Comcast Cable Company, the Dish Satellite Company and the individual resident member. The owner (Eastern Gardens Cooperative, Inc.) assumes no liability or responsibility for service charges contracted by resident members. All billing and collections from resident members will be the responsibility of Comcast Cable Company and the Dish Satellite Company.

ANTENNA SERVICE

Because of FCC regulation changes, Eastern Gardens Cooperative, Incorporated no longer maintains or repairs the television antenna located on top of building 3065/3067, this will also include the antenna service port within each apartment unit. Exception this rule is the digital antenna on the clubhouse roof.

CUSTODIAL SERVICES

Custodial services are outsourced. The cleanliness, protection and preservation of the common area buildings and facilities require janitorial services and is the responsibility of the current custodial contracted services company.

Services provided as ongoing and continuous and require the proper cleaning equipment, materials and disinfectants:

Facilities serviced accordingly:

1. Bi-monthly:

- Business Office
- Clubhouse
- Laundry Room (North)
- Laundry Room (South)

Regular and routine services performed:

- Restrooms, showers, and saunas facilities.
- Appliances, countertops and floor areas
- Provides trash receptacles for common areas, halls, and pool.
- Trash removal and disposal.
- Replacement of all restroom dispensers, toiletries.
- Clean/vacuum carpet areas.
- Window washing.
- Floor restoration.
- Interior re-lamping.
- Recycling: paper, cardboard and fluorescent lamps.
- Entrance mats: cleaning and replacement.
- General cleanup on entire exterior of grounds, such as paper and trash.
- Report any defective maintenance to Community Director.

ELECTRICAL & LIGHTING SERVICES

Electrical Services: Maintains all the low voltage electrical systems within all buildings and facilities.

Routine & Preventative Maintenance Performed:

- Repair/replace switches and receptacles.

- *Repair/replace ballasts in light fixtures.*
- *Reset/replace all tripped or weakened circuit breakers. **
- *Upgrade existing or install new light fixtures and lighting equipment for exterior and interior lighting. (common areas only)*
- *Repair/replace electric ovens/stoves **
- *Repair/replace exhausts fans.*

FIRE EXTINGUISHER SERVICES

GENERAL

Fire extinguisher service and maintenance is best served by outsourcing with no additional duties and responsibilities to Eastern Garden's Maintenance Technician. Type of service is done by piece work, such as quoted pricing per extinguisher.

NOTE: The Sacramento Metro Fire Department will inspect each fire extinguisher during their annual routine inspection of the property. Service and maintenance of the extinguishers should be done prior to the Fire Department's inspection. Annual servicing of the fire extinguishers will include the following:

- *Replace all chemical/refrigerant as necessary.*
- *Replace nozzles, pins, levers and other components as necessary.*
- *Recharge canisters as necessary.*
- *Replace certification tag upon recharge as necessary.*

HEATING AND COOLING SERVICES

Heating Ventilation and Air Conditioning (HVAC) maintains, repairs, and replaces all building heating and cooling systems, ensure all energy conservation practices are observed and are working in a proper and safe condition, and maintains and follows all manufacturing preventative maintenance guidelines.

- *Routine preventative maintenance performed on all HAVC equipment including pumps, fans, piping, valves, etc. **
- *Changing filters at least every six months and upon dwelling unit turnover or as needed.*
- *Repairs and maintains all HVAC thermostat controls. **
- *Evacuation of refrigerants per the Clean Air Act of 1990. **
- *Renovations or modifications to the existing HVAC systems. **

INTERIOR MAINTENANCE & UPGRADE PROGRAM

(Adopted 9/24/2008)

I. Carpet useful life of 120 months (10 years).

Prorating in annual increments against remaining use value rounded to nearest year.

Conditions warranting replacement at time of move out/in or requested by resident during occupation: Permanent staining (non-related to normal wear patterns), burn marks, physical separation, due time (within 6 months) for replacement under the Maintenance & Upgrade (M&U) Program.

Example 1: Resident moving out, management rep finds burns in carpet, carpet is 6 years old (assuming 120 month useful life and \$2000 replacement cost). Formula used: 6 yrs = 60 months – 120 months useful life = 60 months residents portion ÷ 120 months useful life X \$2,000 replacement cost = \$1,000., EG portion = \$500. Cost of replacement to resident: \$500.00

Example 2: Resident moving out, management rep finds burns in carpet, carpet is 2 years and 4 months old. Replacement is necessary. Resident's portion is $96 \text{ months} \div 120 \text{ months} \times \$2000 = \$1,600.$, EG portion=\$800.

Example 3: Resident moving out, management rep does not find anything outside of normal wear patterns, carpet is ~3 years old. NO REPLACEMENT IS NECESSARY at move out. Total cost to resident: cleaning + stretching charges (if not done by resident). Person moving in signs the move in list, acknowledging the age and condition of the carpet and NO DAMAGE outside of normal wear. This, person assumes responsibility on the remaining use life based carpet cost at the time of move in (should they decide to move prior to the carpet expiration date). This person is also informed by mgt rep (in writing, thus appropriate entry should be placed in final move in list) that the carpet will be replaced at the time due under M&U program.

II. Vinyl floor coverings useful life is 20 years.

Prorating method is identical to carpet item. Conditions warranting replacement outside of scheduled M&U program: cuts, loss of adhesive, chemically induced discoloration. Person moving in assumes the replacing value of vinyl covering under conditions listed under previous item.

III. Bath tub and sinks useful life is 20 years.

Prorating method is identical as above. Conditions warranting replacement (replacement may be substituted by refinishing if possible): physical damage to tub enclosure such as chips, scratches, loss of ceramic coating.

Person moving in assumes the remaining value of bathtub enclosure under conditions listed under previous item.

Replacement of tub enclosure WOULD include replacement of the shower door if beyond use life of tub.. Tub enclosure paneling may be included only if no alterations have been made to the paneling (rails installed). If rails were installed, resident would be fully responsible for replacement cost of paneling.

IV. Kitchen and bathroom counter tops — these items would not be included under M&U program as small surface scratches are acceptable under previously occupied unit conditions and only portions requiring repairs to replace missing or separated portions of the surfaces would chargeable to moving out resident.

V. Appliances — No useful life is assigned. These items would be treated similarly to counter tops and if damaged (beyond expected signs of usage) due to resident's abuse or negligence, fully chargeable against their equity.

Funding Source - Allocation from normal budgeted capitol expense account or if not possible and it's an emergency, diverted from EG's Restricted Reserve account, per HUD's approval.

Benefits:

- *Reduced move in and move out' costs to EG and residents.*
- *Maintain a higher standard of living in EG.*
- *Non-discrimination and non-preferential implementation.*

- Consistency with move in/out inspections.

Cons:

- Capital necessary to initiate the program.
- Audit/inspection of all unit inspections to determine the extent and prioritization of activities under M&U program.
- Additional responsibilities for management to maintain all necessary records.

VI. Eastern Gardens Responsibilities (Using the formula as listed above)

1. EG will provide for the member's choice, two pre-selected standard carpet colors using current carpet vendor, Advance Flooring and Carpeting or current vendor. If Member wants to use another vendor, they need to obtain approval from the Board.
2. EG will **NOT** move member(s) furniture or accept any liability for the moving of member(s) furniture.
3. EG will **NOT** accept any additional charges or cost for upgrades of carpet and pad other than the amount that EG would pay if Member selected one of the pre-selected carpet colors as set forth in line item #4 below, this will include any additional carpentry work to interior doors resulting from upgrades of carpet and pad.
4. EG will cover cost of carpet and pad at current market prices for the following apartment size using current EG vendor:
 - a) One bedroom @ current market rate.
 - b) Two Bedrooms @ current market rate.
5. EG management will coordinate the process of the installation, with exception to the moving of personal belongings, including, without limitation, all household furnishings. If Member chooses to upgrade carpet and pad, Member will need to coordinate the process of installation.
6. EG will inspect for quality of work performed by vendor upon completion.
7. Upon completion of new carpet, Eastern Gardens becomes owner of said carpet and no additional costs will be passed onto new members when vacating the apartment unit. Carpet will be maintained, by the member occupying the apartment unit.

VII. Member(s) Responsibilities (Using the formula as listed above)

1. Member will accept all responsibility for the moving of their personal belongings, (e.g. furniture and brick 'n' brack), coordinate and negotiate pricing and movement of personal belongings with vendor.
2. The member is required to use Eastern Garden's current carpet vendor and the two pre-selected standard carpet colors to choose from. (See Community Director for samples)
3. If Member chooses to upgrade carpet and pad, Member will be responsible for costs of carpet and pad over the amount that EG will pay as set forth in EG responsibilities in Section iv. EG will pay only the current market price for the carpet that EG installs. Any additional cost over the amount that EG will pay is the responsibility of the Member. Member will accept all responsibility and coordinate and negotiate the upgrades with vendor.
 - a) Should upgrades interfere with the opening/closing of interior doors and prior to the commencement of any work, Member must submit in writing for board approval for any alterations or additions, per Article 13 of the Occupancy Agreement.
 - b) Member will cover all expenses and accept responsibility for carpentry work required resulting from additional upgrades, (i.e., interior doors, notifying in writing requesting board approval for alterations/additions...etc), and coordinate with contractor.
4. Member will pay all monies in advance to Eastern Gardens for their share of carpet costs, resulting from additional upgrades before the start of work or as appropriate per management/Community Director.

LANDSCAPING SERVICE

Landscaping maintenance is outsourced. The landscaping contract is month-to-month and a 30-day notice is required when terminating the landscaping contract.

Eastern Gardens has numerous trees and shrubbery located on the grounds near or adjacent EG infrastructures, such as buildings and walkways, which requires maintenance and upkeep to ensure healthy appearance and growth. Examples are:

- *Routine maintenance of all Eastern Garden's green (landscaped) areas are:*

<i>Mowing & Blowing</i>	<i>Trees and Shrubbery</i>
<i>Weed Control</i>	<i>Fertilization</i>
<i>Irrigation Lines</i>	<i>Sprinklers</i>
<i>Siphon Valves</i>	<i>Water Valves</i>

- *Repair/replacement of damaged landscape features.*
- *Trim trees (up to 10 feet in height) to prevent negative impacts to structures/facilities.*
- *Emergency response for fallen or damaged trees.*

The various landscaping assets throughout the Eastern Gardens complex, including irrigation systems, trees, turf and other plantings, require upkeep to maintain their healthy appearance and ensure long-term growth.

Trees within the complex also require periodic and emergency trimming and/or removal to prevent a danger and/or hazard to our residential community and other Eastern Garden infrastructure.

LAUNDRY EQUIPMENT AND SERVICES

General

Eastern Gardens Cooperative, Incorporated is best served by leasing the laundry equipment for the laundry rooms versus purchasing our own. Eastern Gardens has established a lease agreement with the contracted laundry equipment service company. This contracted company has the exclusive rights to install coin operated equipment, such as washers and dryers, in the designated laundry rooms, including maintenance of the equipment.

Terms of Agreement

The contract is a lease of the laundry rooms for placement of equipment of 5 years. The contract can be extended for an agreed-upon time frame. Termination of contract must be in writing to Eastern Gardens Management at least 90 days prior to the expiration.

Percentage Rate

The contracted company will pay to owner an amount equivalent to 100% of any monies in excess of \$34.00 (or an agreed upon amount) per machine per month of the gross receipts of the installed equipment. Payment will be made on a monthly basis.

Utilities and Maintenance

Owner shall provide at owner's expense all water, electricity, gas and sewer services necessary to operate the installed equipment. Owner shall be fully responsible for maintenance and conditions of laundry rooms including any required modifications to the building required by a Governmental agency. Owner shall use reasonable care to assure the installed equipment is not damaged or abused. The contracted company will provide at its sole expense all normal maintenance and service required to keep the installed equipment in good working condition. Replacements and upgrading of the equipment (including type) shall be at the sole discretion of the contracted service company.

Insurance

Company will provide public liability and property damage insurance against claims for injuries or damages caused by use of laundry service equipment.

Termination for Cause

In the event contracted company fails to service the installed equipment, owner shall provide written notice to the contracted company of such failure to service machines. If such problems have not been

reasonably corrected by the contracted company within 30 days of its receipt of such notice, owner may terminate this lease. Termination shall be in writing and contracted company shall have 30 days from the date of such termination to remove the installed laundry service equipment. Owner shall not remove, relocate, repair, tamper or otherwise exercise any physical control over the installed equipment without the written consent of the contracted company.

LOCKS AND HARDWARE SERVICES

Lock and Hardware Services provides security to dwelling units and all common area buildings and facilities.

Some of the preventative routine maintenance performed:

- *Repair/replace broken door locks.*
- *Service sticking or loose door locks and hardware.*
- *Adjust/repair/replace door closures.*
- *Adjustment of doors that do not close properly.*
- *Maintain master key system for all buildings and dwelling units.*
- *Oversee all outsourced chargeable services, as needed: **
 - *Cut keys*
 - *Re-core locks*
 - *Fabricate and install small signs*
 - *Install desk or file cabinet locks*
 - *Repair or replace desk or file cabinet locks*
 - *Replace doors and frames*
 - *Install specialty locks*
 - *Change function of lock*
 - *Privacy gates control system, remotes and programming.*

PLUMBING SERVICES

Some of the preventative routine maintenance performed:

- *Repair all plumbing integral to buildings and grounds. **
- *Unclog drains, sinks, and commodes. **
- *Repair/replace commodes, facets, sinks, garbage disposals. **
- *Conduct minor repairs/replace plumbing parts, as needed.*
- *Repair/replace water storage tanks. **
- *Oversee all outsourced chargeable services. **
 - *Main backflow preventive valves.*
 - *Irrigation valves.*
 - *Boilers & water storage tanks.*
 - *Plumbing associated with remodeling or renovations.*
 - *Perform minor construction.*

POOL SERVICES AND EQUIPMENT

The pool and equipment service is outsourced with minor duties and responsibilities by Eastern Garden's Maintenance Technician. The pool service is month-to-month and a 30-day notice is required when terminating the contract. Weekly pool service will include the following:

Eastern Garden's Maintenance Technician Duties:

1. Monitor and maintain water level of pool.
2. Maintain the pool area and closet in a clean and orderly manner.
3. Ensure all proper signage is posted and doors and locks working properly.
4. Setup/store pool furniture (See Pool Rules)

Contracted Pool Service Duties:

1. Check and maintain chemical balance.
2. Vacuum pool routinely.
3. Backwash filters system when necessary.
4. Empty skimmer baskets.
5. Empty pump baskets.
6. Brush walls of pool routinely.
7. Clean depth marker tiles routinely.
8. Maintain posted daily log.
9. Leave supply of chemicals for manager.
10. Notify manager of problems.
11. Chemically treat the pool.

Pool Servicing Schedule:

<i>In Season</i>	<i>May 1st – Sept 30th with 3 weekly service calls</i>
<i>Off Season</i>	<i>Oct 1st – April 30th with 2 weekly service calls</i>

STRUCTURAL SERVICES

Structural Services consists of various tasks and trades (such as carpentry, roofs, masonry, and painting). Areas covered consist of interior and exterior buildings and grounds.

Some of the preventative and routine maintenance performed:

A. Carpentry

- Repair broken doors: hinges, rails, and transoms.
- Repair or replacement of windows: balancers, sashes, locks. *
- Office furniture repair (minor). *
- Hanging of plaques and bulletin boards.
- Bathroom partitions and pilaster repairs.
- Window blind repair. *
- Major remodeling. *
- Building of cabinets, shelves, and other custom items. *
- Fabrication and installation of countertops. *
- Wood fencing refuses area and siding.

B. Roofing

- Repair of minor roof leaks. *
- Repair/unclog downspouts and gutters.
- Repair of exterior flashing and metal finishes.
- Custom items fabricated of metal. *

C. Masonry

- Repairs to walls and ceiling: drywall. *
- Repairs to masonry steps and landings. *
- Repairs of leaks through masonry walls. *

D. Painting

- Painting of interior/exterior common areas, roadway curbs, speed bumps and expansion joints on uneven walkways.
- Paint all vacant dwelling units (if applicable).
- Replacement of floor tile/linoleum and cove bases.

UTILITIES & SERVICES

GENERAL

A. Electricity and Natural Gas

All common area metered buildings and structures owned and operated by Eastern Gardens Cooperative, Inc. purchase its electricity and natural gas from the Pacific Gas & Electric (PG&E) Company and the Sacramento Municipal Utility District (SMUD). NOTE: Financial responsibilities for electrical usage by individual dwelling units are billed according to the occupant's usage and not to the Corporation.

B. Water

All metered buildings and structures owned and operated by Eastern Gardens Cooperative, Inc. purchase water from the Sacramento Suburban Water District. The Corporation covers all financial responsibilities for this usage including individual dwelling units.

C. Refuse and Recycling

All refuse areas owned and operated by Eastern Gardens Cooperative, Inc. which purchases services from BFI. The Corporation covers all financial responsibilities for this service. The following common areas, such as buildings and grounds, are the financial responsibility of Eastern Gardens Cooperative, Inc.

Common Areas	Qty/Units	Electricity	Gas	Water
Buildings (Interior)				
Business Office	850 SF	✓		✓
Clubhouse	1,950 SF	✓		✓
Laundry Room (North)	800 SF	✓	✓	✓
Laundry Room (South)	800 SF	✓	✓	✓
Work Shed (North)	100 SF	✓		
Work Shed (South)	200 SF			
Swimming Pool	3,000 SF	✓	✓	✓
Fixed Lights Grounds/Bldg. (Exterior)				
Bldg 3037/3035		✓		
Bldg 3005/3007		✓		
Bldg 3015/3017		✓		
Bldg 3075/3077		✓		
Bldg 3085/3087		✓		
Bldg 3095/3097		✓		
Bldg 3065/3067		✓		
Business Office		✓		✓
Clubhouse		✓		✓
Laundry Room (North)		✓	✓	✓
Laundry Room (South)		✓	✓	✓
Swimming Pool		✓	✓	✓

DIFENITIONS

11. COMMON ELEMENTS & AREAS Amended 10/10/2013. ~~Include picnic & barbeque area, lawns, flower gardens, driveways & carports, walkways, breezeways, swimming pool, clubhouse, laundry rooms, and storage buildings, exterior steps, exterior lighting fixtures, installation of central services, such as, power, telephone D-mark boxes, gas, water, all utility lines, sewer, drainage, water and other pipes and conduits.~~ *Common Area is defined as the entire common interest development except for the separate interests in the development. In accordance with, Civil Code 4075 "Definitions".*

- a. *Separate Interest. The "separate interest" of your apartment unit is the air space bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows, and door for which you receive an appurtenant for your purchased share a "Certificate of Membership", granting you an exclusive right to occupy a selected apartment unit in accordance with the terms of the Occupancy Agreement and the Corporations governing documents.*
- b. *Exclusive Use Common Area. Exclusive use common area, sometimes referred to as "restricted common area", is defined as those common areas outside the memberships separate interest, as defined above. Restricted Common Areas shall not be used for the exclusive use by the membership, for example, no construction, building, erecting or assembling of structures of any kind. Other purposeful items but not limited to are, security/screen doors, sun screens on windows and door bells, the member must comply with Article 13 of the occupancy agreement by writing a letter to the board prior to installation.*