

APR 17 1964

33971

BOOK 4598 PG 396

(4)

TRUST AGREEMENT

GOLDEN RAIN FOUNDATION OF WALNUT CREEK, a California corporation, hereinafter referred to as "TRUSTEE," does hereby acknowledge and declare that WALNUT CREEK MUTUAL NO. ONE, a California corporation, hereinafter referred to as "TRUSTOR," has or will transfer to TRUSTEE sums totalling One Million Sixteen Thousand Three Hundred and Seventy-One Dollars (\$1,016,371.00), hereinafter called the "Original Trust Fund," to be held IN TRUST on the following terms:

RECITALS

A. TRUSTEE is a nonprofit membership corporation formed primarily for the purpose of providing services and furnishing community facilities to TRUSTOR and other corporations formed to provide cooperative apartment housing within the project known as Rossmoor Leisure World of Walnut Creek, Contra Costa County, California (TRUSTOR and such other corporations being collectively and individually hereinafter called the "Cooperatives");

B. TRUSTOR is a corporation formed primarily to engage in the business of providing housing on a mutual nonprofit basis to be regulated by the Federal Housing Commissioner.

C. TRUSTEE'S present and proposed operations include (but are not limited to):

(1) Receipt of additional funds (which together with the original funds agreed to be transferred hereunder are hereinafter called "Trusteed Sums") from the Cooperatives;

(2) Acquisition of property to be held for the use and benefit of the Cooperatives;

(3) Acquisition or construction of various community facilities, streets and utilities (all, together with the land underlying them to the extent interests in such land are held by TRUSTEE, are herein referred to as "Improvements") designed to meet the needs of the Cooperatives and their members and for such other uses and

Recorded at request of Title Insurance and Trust Company  
at ~~San Francisco~~ ~~San Francisco~~ ~~San Francisco~~ ~~San Francisco~~ ~~San Francisco~~ ~~San Francisco~~  
m. APR 17 1964  
Fee \$ 1.00 Contra Costa County Records  
W. T. Passch, County Recorder

purposes as are specified in this Trust Agreement, such Improvements being expressly impressed with the trust declared hereunder;

(4) Continued legal ownership and maintenance of all such Improvements during the continuation of this Trust, all such Improvements being nevertheless impressed with and held subject to an express trust for the benefit of the Cooperatives under the terms of this Trust Agreement;

(5) Acquisition, ownership and maintenance in trust hereunder for the benefit of the Cooperatives and for such other uses and purposes as are specified in this Trust Agreement of any types of personal property deemed by the TRUSTEE to be in best interests of the Cooperatives and their shareholders; and

(6) Payment to the Cooperatives or application for their benefit by TRUSTEE of any Trusteed Sums in excess of TRUSTEE'S costs in performance of TRUSTEE'S duties, such payment or application to be apportioned by TRUSTEE among the Cooperatives in proportion to the respective Trusteed Sums paid in by each such Cooperative.

D. This Trust Agreement is executed at the request of United California Bank (which together with its successors and assigns is hereinafter called "Mortgagee"), as Beneficiary of Deeds of Trust executed by or now planned to be executed by the Cooperatives and is intended to meet its demands on TRUSTEE and the Cooperatives for assurances in definitive and explicit form guaranteeing and safeguarding, to the Cooperatives and their shareholders and successors in interest, all beneficial rights in the Improvements, including the operation and management thereof by TRUSTEE for their benefit, and their rights granted herein to require dissolution of the Trust and distribution to the Cooperatives of the Trust Estate.

#### PROVISIONS

##### Section I

##### NAME OF TRUST

This Trust may be referred to as the GOLDEN RAIN FOUNDATION OF WALNUT CREEK TRUST.

## Section II

## THE TRUST ESTATE

The Trust Estate hereunder shall include the Original Trust Fund, all Trusteed Sums hereinafter received from Cooperatives, all parcels of land and all Improvements acquired or constructed in trust hereunder, all sums paid to TRUSTEE by the Cooperatives to cover TRUSTEE'S costs of maintenance of the Improvements, and any other money or property hereafter held by or received by TRUSTEE in trust hereunder. TRUSTEE hereby expressly acknowledges and declares that it has received and holds IN TRUST hereunder all that certain real property described in Exhibit A which is attached hereto and hereby incorporated herein by this reference.

## Section III

## BENEFICIARIES

The original beneficiary of this Trust is Walnut Creek Mutual No. One. Any other Cooperative may at any time become an additional trustor and beneficiary hereunder by manifesting its election to do so through deposit with TRUSTEE of a written instrument adopting and agreeing to the terms of this instrument, and by TRUSTEE'S written acceptance of it as an additional beneficiary; Provided, that such Cooperative shall deposit in escrow, or deliver to TRUSTEE in trust hereunder its Trusteed Sums as soon as the same become available to such Cooperative. No beneficiary may assign its beneficial interest hereunder except in conjunction with a conveyance under deed of trust or mortgage by such beneficiary. Any action of a beneficiary authorized hereunder, or by law, with respect to the Trust or the Trust Estate may be taken by any officer of such beneficiary, acting under authority granted such officer by majority vote of the Board of Directors of such beneficiary, or by the successor in interest of such beneficiary.

## Section IV

## RIGHTS OF THIRD PARTIES

TRUSTEE is hereby expressly granted and reserves the right to deal, for the use and benefit of the Cooperatives and their members, with Mortgagee, Federal Housing Administration, Rossmoor Corporation,

and all other third parties, and no such third party shall be required to examine the terms of this Trust Agreement or to inquire into TRUSTEE'S authority to act hereunder. Nothing contained in this Trust Agreement shall have the effect of diminishing or modifying the procedural or substantive rights or remedies of any third party against TRUSTEE or the Trust Estate.

Section V

DUTIES, COMPENSATION AND  
REIMBURSEMENT OF THE TRUSTEE

TRUSTEE shall perform for the benefit of all the Cooperatives and their members all the duties imposed upon TRUSTEE under separate written agreement and any addenda thereto with Walnut Creek Mutual No. One and United California Bank, as Mortgagee. A copy of said agreement is attached hereto and incorporated herein by this reference as Exhibit B. Notwithstanding any provision of this agreement or said Exhibit B to the contrary, TRUSTEE shall perform at all times in accordance with a Regulatory Agreement executed with the Federal Housing Administration which is attached hereto and incorporated herein by this reference as Exhibit C. TRUSTEE shall receive no profits or other compensation for any of its services rendered as trustee, but shall receive full reimbursement for its costs of acquisition and maintenance of trust assets to the extent and in the manner provided in said agreements. Without in any manner limiting the above, TRUSTEE'S duties shall include, but not be limited to, the following:

(1) Performance of all acts of TRUSTEE contemplated in, or necessary or desirable for the carrying out of, the plan of operations hereinabove outlined in Recital C hereof;

(2) Furnishing to all of the beneficiaries, and to Mortgagee and to Federal Housing Administration, not less often than annually, audited statements certified by a competent firm of Certified Public Accountants, adequately accounting for TRUSTEE'S activities and operations hereunder; and

(3) Retention in a separate bank account of all funds which are part of the Trust Estate:

## Section VI

REVOCATION, ALTERATION,  
AMENDMENT AND TERMINATION

This Trust is and shall be irrevocable by and shall not be subject to alteration, modification or amendment by TRUSTEE, except as provided in paragraph C of Section VII hereof. The Trust may at any time or from time to time be altered, modified or amended by written instrument executed by TRUSTEE and by all the Cooperatives which have at such time become, and then remain beneficiaries of the Trust. The Trust may at any time be terminated by the written election, delivered to TRUSTEE, of all the Cooperatives which have at such time become, and then remain, beneficiaries of the Trust. If any beneficiary shall have assigned its beneficial interest hereunder, consent of the assignee shall also be required for any such alteration, modification, amendment or termination. This Trust shall in all events terminate, if it has not earlier been terminated, 60 years from the date hereof or 21 years after the date of the death of the last to die of the following:

Name	Birthdate	Address
William R. Hobbs	Dec. 30, 1957	134 Preda Street San Leandro, Calif.
Matthew V. Moyer	Jan. 17, 1963	3131 E. Almond Orange, California
Kevin R. Letson	June 15, 1962	18202 James Road Villa Park, Calif.
Allan O. Hunter, Jr.	Aug. 23, 1955	4238 N. Van Ness Blvd. Fresno, Calif.
Pamela Jane Swart	Oct. 23, 1954	431 S. Evanston St. Arlington Heights, Ill.
Jeffrey P. Tuck	Aug. 25, 1954	3216 George Circle Pasadena, Calif.

Promptly following termination of this Trust, the TRUSTEE shall render an accounting to each of the Beneficiaries and shall distribute all of the Trust Estate, subject to any debts of or charges against the Trust Estate (including but not limited to obligations, if any, of the Trust Estate to the TRUSTEE), to the beneficiaries, in the form of undivided interests proportional to their respective Trusteed Sums.

#### Section VII

##### RIGHTS AND POWERS OF THE TRUSTEE

A. TRUSTEE shall have, in addition to all powers, rights and privileges provided by law for trustees, and all powers necessary to carry out the duties herein imposed on TRUSTEE, the further powers to grant, bargain, sell for cash or credit, convey, exchange, convert; lease for terms, either within or beyond the end of the trust, for any purpose; assign, partition, divide, subdivide, improve, insure, loan, reloan, invest and reinvest the Trust Estate or any part thereof in such manner and on such terms and conditions as TRUSTEE deems advisable. In all such cases TRUSTEE shall have sole discretion respecting such transactions. With respect to all such transactions TRUSTEE shall have no liability concerning them whatever, except for willful and wrongful misconduct.

B. TRUSTEE reserves and is expressly granted the right and power in its sole discretion to acquire land, interests in land,

improvements and personal property and to sell, transfer or dedicate the same either outright to the beneficiaries, or for public use, or to religious organizations for church use, or otherwise as TRUSTEE reasonably deems for the general welfare of the Cooperatives and their members, with or without adequate consideration, or to itself, but only for a fair and adequate consideration.

C. TRUSTEE reserves and is expressly granted the right and power to amend this instrument unilaterally if any such amendment is expressly required or requested by any federal, state or local governmental agency, in order to avoid or cure any violation of law or of any applicable governmental regulation, or in order to make possible or more convenient the securing of any governmental authorization or permit necessary to the TRUSTEE or any Cooperative for any phase of the operations contemplated by the parties hereunder.

D. TRUSTEE reserves and is expressly granted the right and power to interpret this instrument on the basis of advice of its counsel and such interpretation shall be final and binding on all beneficiaries and other interested persons.

E. TRUSTEE may accept additional funds or property from TRUSTOR or any other beneficiary to be held subject to this Trust.

F. TRUSTEE may employ such assistance, professional and otherwise, as it deems helpful in the affairs of the Trust, and may pay the costs and expenses thereof from the Trust Estate.

G. TRUSTEE may litigate, compromise, release, settle, pay or otherwise contest or dispose of any claims or demands against the Trust, any beneficiary, or TRUSTEE, including claims for taxes and interest and penalties thereon, or any claims or demands of the Trust against any person or organization.

H. TRUSTEE may vote stock in person or by proxy and shall have and may exercise all of the rights, and may assume any or all of the obligations of a security owner in any reorganization or other adjustment or proceeding affecting any asset of the Trust.

I. Title to trust assets may be held in the name of a nominee selected by TRUSTEE, where such is to the benefit of the Trust.

J. TRUSTEE is expressly prohibited from exercising any power vested in it under this trust for the primary benefit of TRUSTEE, or for the benefit of any person other than the beneficiaries of this Trust and their stockholders.

K. TRUSTEE may borrow money and incur indebtedness and give security therefor from the Trust Estate.

L. TRUSTEE may not, without the prior written consent of Mortgagee, or Mortgagee's successors in interest, and the Federal Housing Administration, sell, assign, transfer, or dispose of any community facility buildings or structures, or the land underlying them.

#### Section VIII

##### REGULATION OF TRUSTEE

A. TRUSTEE may resign. Upon the occurrence of any vacancy in the trusteeship for any reason, the then beneficiaries, acting unanimously, shall appoint a successor trustee. If the beneficiaries do not appoint a successor within thirty (30) days of the date of such resignation or other vacancy, then any beneficiary may petition a court of competent jurisdiction, at the expense of the Trust, to appoint a successor trustee.

B. TRUSTEE may disclose the provisions of this Trust whenever he deems such disclosure is advisable.

C. No bond or other security shall be required of TRUSTEE or any successor Trustee hereunder, except as may be required and specified by the Federal Housing Administration.

D. All successor trustees upon succeeding as trustee, as herein provided, shall thereupon, without any further deed, act or conveyance, become vested with all the rights, titles, powers, obligations and trusts, including all discretionary powers, with like effect as if originally named as TRUSTEE herein.

E. TRUSTEE shall not commingle any assets held in trust hereunder with any other assets owned or held by TRUSTEE.

#### Section IX

##### RULES OF INTERPRETATION

A. If any provision or provisions of this Trust are determined to be void or unenforceable, the remaining valid and enforceable provisions shall nevertheless be and remain operative.

B. The singular number shall include the plural and the plural, the singular, and the masculine, feminine and neuter genders shall each include the other unless the context clearly requires a different construction.

C. The Trust shall be interpreted under the laws of the State of California.

D. This Trust Agreement is not intended to, and is not to be interpreted as, in any way diminishing or abrogating any of the duties or obligations imposed on TRUSTEE under the agreements attached hereto as Exhibit B and Exhibit C, but is intended as a supplement to such agreements for the purpose of further clarifying and defining the fiduciary responsibilities of TRUSTEE to the Cooperatives and their members, and the successors in interest of the Cooperatives under such agreement. In the event of conflict between this agreement and the Regulatory Agreement executed with the Federal Housing Administration (Exhibit C), the terms of said Regulatory Agreement shall prevail.

#### Section X

##### RIGHTS OF ASSIGNEES

All fiduciary responsibilities undertaken by TRUSTEE for the benefit of the Cooperatives are likewise hereby undertaken for the benefit of any assignees or successors in interest of the Cooperatives.

Section XI  
RECORDATION

This instrument may be recorded by TRUSTOR or TRUSTEE, and any assignment of any beneficial interest herein or part thereof by any beneficiary may be recorded.

IN WITNESS WHEREOF, TRUSTOR and TRUSTEE have caused this instrument to be executed by their duly authorized officers, and have caused their corporate seals to be affixed as of APR 1

1964.

SEAL AFFIXED

GOLDEN RAIN FOUNDATION OF  
WALNUT CREEK, a California  
nonprofit corporation, TRUSTEE

WALNUT CREEK MUTUAL NO. ONE,  
a California corporation, TRUSTOR

By *L. M. Letson*  
L. M. Letson, President

By *D. C. Gardner*  
D. C. Gardner, Vice President

SEAL AFFIXED

By *W. F. Schulz*  
W. F. Schulz, Secretary

By *W. F. Schulz*  
W. F. Schulz, Secretary

Approved as to form:

FEDERAL HOUSING ADMINISTRATION

By *[Signature]*

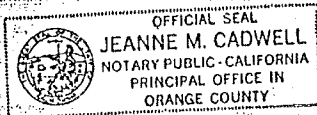
UNITED CALIFORNIA BANK, Mortgagee

By *A. R. Miller*  
VICE PRESIDENT

STATE OF CALIFORNIA }  
COUNTY OF ORANGE } ss.

On this \_\_\_ day of APR 1, 1964, before me, the under-  
signed, a Notary Public in and for said County and State, personally  
appeared L. M. Letson, known to me to be the President, and W. F.  
Schulz, known to me to be the Secretary of GOLDEN RAIN FOUNDATION  
OF WALNUT CREEK, the corporation that executed the within instrument,  
and known to me to be the persons who executed the within instrument,  
on behalf of the corporation therein named, and acknowledged to me  
that such corporation executed the within instrument pursuant to its  
by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

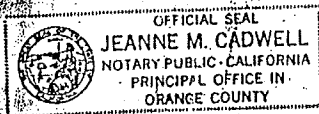


*Jeanne M. Cadwell*  
Notary Public in and for the  
County of Orange, State of  
California  
My Commission Expires *July 4, 1967*

STATE OF CALIFORNIA }  
COUNTY OF ORANGE } ss.

On this \_\_\_ day of APR 1, 1964, before me, the under-  
signed, a Notary Public in and for said County and State, personally  
appeared D. C. Gardner, known to me to be the Vice President, and  
W. F. Schulz, known to me to be the Secretary, of WALNUT CREEK MUTUAL  
NO. ONE, the corporation that executed the within instrument, and  
known to me to be the persons who executed the within instrument on  
behalf of the corporation therein named, and acknowledged to me that  
such corporation executed the within instrument pursuant to its by-  
laws or a resolution of its board of directors.

WITNESS my hand and official seal.



*Jeanne M. Cadwell*  
Notary Public in and for the  
County of Orange, State of  
California,  
My Commission Expires *July 4, 1967*

All that certain real property in the City of Walnut Creek, County of Contra Costa, State of California, described as follows:

## AREA I:

Parcel 1, as shown on that certain record of survey map, filed February 13, 1964, in License Survey Map Book 25, at page 48, in the office of the County Recorder of said County.

EXCEPT ALL minerals, oil, gas, petroleum, naphtha, and other hydrocarbon substances lying in or under or that may be produced from said land below a depth of 500 feet (measured vertically) below the present surface of said land, together with all necessary and convenient rights to explore for, develop, produce, extract and take the same including the exclusive right to directionally drill into and through said land from other lands and into the subsurface of other lands, all subject however, to the conditions and limitations that, in the enjoyment of the interest hereby reserved, the grantors, their successors and assigns may not enter upon the surface of said land, nor upon the subsurface thereof above a depth of 500 feet (measured vertically) below the present surface of said land, as reserved by Rossmoor Corporation, a California corporation, and State Mutual Life Assurance Company of America, a Massachusetts corporation, in the deed recorded April 17, 1964, as Instrument No. 33969.

## AREA II:

All those areas designated Golden Rain Road, Tice Creek Drive, Rockledge Lane, Oakmont Way, Crescent Circle and Oakmont Drive, all as shown on those certain record of survey maps, filed February 13, 1964, in License Survey Map Book 25, at pages 48, 49 and 50, in the office of the County Recorder of said County, and all that portion of Rossmoor Parkway, as shown on the record survey referred to above as page 48, lying northwesterly of a line drawn North  $63^{\circ} 43' 45''$  East from the southern terminus of that certain curve concave to the south, having a radius of 24 feet and forming the intersection of Golden Rain Road and Rossmoor Parkway as shown on said record of survey, at page 48.

EXCEPT ALL minerals, oil, gas, petroleum, naphtha, and other hydrocarbon substances lying in or under or that may be produced from said land below a depth of 500 feet (measured vertically) below the present surface of said land, together with all necessary and convenient rights to explore for, develop, produce, extract and take the same including the exclusive right to directionally drill into and through said land from other lands and into the subsurface of other lands, all subject however, to the conditions and limitations that, in the enjoyment of the interest hereby reserved, the grantors, their successors and assigns may not enter upon the surface of said land, nor upon the subsurface thereof above a depth of 500 feet (measured vertically) below the present surface of said land, as reserved by Rossmoor Corporation, a California corporation, and State Mutual Life Assurance Company of America, a Massachusetts corporation, in the deed recorded April 17, 1964, as Instrument No. 33969.

A G R E E M E N TParties

GOLDEN RAIN FOUNDATION OF WALNUT CREEK, a California nonprofit corporation, hereinafter referred to as "GOLDEN RAIN,"

WALNUT CREEK MUTUAL NO. ONE, a California corporation, hereinafter referred to as "WALNUT CREEK,"

and

UNITED CALIFORNIA BANK, a California corporation, hereinafter referred to as "MORTGAGEE."

Recitals

A. WALNUT CREEK has been formed for the purpose of constructing, owning and operating a cooperative housing project to be constructed in two increments or individual projects and to be located on that certain real property located in Contra Costa County, California, hereinafter referred to as the "Property." The legal description of the Property is set forth in Exhibit I attached hereto and by this reference made a part hereof. The acquisition of the Property and the construction of the improvements thereon are to be financed by the sale of stock of WALNUT CREEK and by two mortgage loans from MORTGAGEE, said loans to be insured by the Federal Housing Administration (hereinafter called "FHA") under Section 213 of the National Housing Act. WALNUT CREEK is the first of several such corporations, hereinafter referred to collectively as "Cooperatives" which are planned to be formed for the purpose of constructing, owning and operating cooperative housing projects, which projects when completed will contain an estimated total of 10,000 dwelling units, all to be located in a new community in Walnut Creek, Contra Costa County, California, to be known as Rossmoor Leisure World of Walnut Creek, hereinafter referred to as "LEISURE WORLD."

B. Certain community facilities, private streets, and certain other off-site amenities, hereinafter referred to as

"Improvements," are planned to be constructed within the boundaries of Leisure World. They will be owned and maintained by GOLDEN RAIN in trust for the Cooperatives and their successors in interest and will be operated by GOLDEN RAIN on a non-profit basis for the benefit of the Cooperatives and their members and successors in interest. A schedule of the Improvements and their estimated cost is attached hereto marked Exhibit II and hereby made a part hereof. It is understood by the parties hereto that said schedule is subject to change depending upon changes in the Improvements themselves which become necessary or advisable, costs actually incurred, and the extent of the development of Leisure World.

C. As provided in its By-Laws, the resident membership of GOLDEN RAIN, except for its incorporators, is limited to the members of the Cooperatives. Each such member shall be automatically entitled to such membership by virtue of his membership in one of the Cooperatives. Conversely, by the terms of the Occupancy Agreement required to be signed by each member of a Cooperative, resident membership in GOLDEN RAIN will be a condition of the member's occupancy of his respective dwelling unit. By the terms of its Articles of Incorporation and By-Laws, the voting control of GOLDEN RAIN is vested in its corporation members, which are the Cooperatives, or their successors in interest, each corporation member being entitled to that number of votes equal to its own membership.

D. MORTGAGEE has heretofore filed on behalf of WALNUT CREEK applications for mortgage insurance covering its two individual projects, and FHA has issued mortgage insurance commitments. The projects are identified in the files of FHA by project number. The project number of each project, the mortgage loan amount and the FHA estimate of total replacement cost are set forth in Exhibit I. The amounts of the commitments are based on FHA's estimate of total replacement cost. In the case of each project there is included in the replacement cost estimate the value attributed to the particular Improvements determined by FHA to be

essential to the project and required to be completed as a condition of its insurance of the mortgage loan. The value attributed to the Improvements is reflected in the value of the land. Those Improvements (principally community facilities) required to be completed prior to FHA initial endorsement of the mortgage loan note are reflected in the "fair market value of land in fee simple and 'as is'" (as set forth in the commitment). Those improvements (e.g., utilities, street improvements and drainage structures) not required to be completed prior to initial endorsement but for which assurance of completion is required prior thereto in the form of an escrow, are reflected in the "Estimated Available Market Price of Site in Fee Simple" (as set forth in the commitment).

E. It is assumed that the Improvements will be valued by FHA in the same manner as above described in the case of each individual project in Leisure World, and that the actual cost of all of the Improvements will not exceed the aggregate value attributed thereto by FHA. It is the intention of GOLDEN RAIN to finance the acquisition and construction of the Improvements, including underlying land, out of mortgage loan proceeds received by the Cooperatives (residual amounts available for land on first advance). Land for each individual project is planned to be purchased by the Cooperatives at a price not in excess of FHA's "Estimated Available Market Price of Sites in Fee Simple," less the value attributed to Improvements. It is further planned that each Cooperative will transfer in trust to GOLDEN RAIN, funds equal to such value which will be applied by GOLDEN RAIN toward payment of the cost of the Improvements. In the case of those Improvements for which FHA may require assurance of completion, (e.g., utilities, street improvements and drainage structures), it is intended that the Cooperatives deposit in escrow the necessary funds from mortgage proceeds, such funds upon release from escrow to be transferred to GOLDEN RAIN in trust the same as if transferred directly from the Cooperatives.

Terms

1. To the extent that FHA in any mortgage insurance commitment issued by it with respect to any mortgage executed by any Cooperative attributes by virtue of the Improvements additional value to the land, such Cooperative, upon initial endorsement of the mortgage loan note by FHA and acquisition of the land, shall transfer in trust to GOLDEN RAIN out of mortgage loan proceeds or other available funds an amount equal to such additional value. In the event FHA does not make available a breakdown of the "as is" value of the land which reflects the value attributed to the particular Improvements required to be completed as a condition precedent to initial endorsement of the mortgage loan, then such additional value shall be deemed to be the difference between said "as is" value and the price agreed to be paid by the Cooperative for the land, exclusive of the Improvements, plus FHA's estimate of the cost of the Improvements for which an escrow is required by FHA to assure their completion, and the value of which is reflected in the FHA "Estimated Available Market Price of Site in Fee Simple" as set forth in its commitment.

Immediately upon receipt of the above-described funds from the Cooperative, GOLDEN RAIN shall deposit the same in a separate trust account and pursuant to a trust agreement substantially as attached hereto as Exhibit III. GOLDEN RAIN shall be reimbursed from trust funds for cost of Improvements acquired or constructed by GOLDEN RAIN but only to the extent of the cost of Improvements acceptably completed and approved by FHA.

In the case of Improvements with respect to which FHA may require an escrow to assure their completion, the Cooperative shall deposit an amount equal to FHA's estimate of the cost thereof in an escrow with a depository and pursuant to an escrow agreement both approved by FHA. The amount to be transferred by the Cooperative to GOLDEN RAIN in trust shall be reduced by the amount of the

escrow deposit, and the funds deposited in escrow shall be transferred to GOLDEN RAIN in trust upon their release from escrow the same as if transferred directly from the Cooperative.

2. It is specifically understood and agreed that completion of all of the Improvements as planned is dependent upon the development of Leisure World being fully completed, and GOLDEN RAIN shall not be obligated to construct the Improvements to a greater extent than required by the actual development of Leisure World, or to expend thereon any more money than it receives from time to time in trust as provided in paragraph 1 hereof; provided, however, that the obligation of a Cooperative to complete certain specified off-site improvements as a condition of a particular FHA mortgage insurance commitment shall in no wise be affected by the foregoing provision of this paragraph 2.

3. GOLDEN RAIN shall proceed with the acquisition or construction of the Improvements as rapidly as the development of Leisure World permits. The acquisition or construction of all of the Improvements listed in Exhibit II will only be undertaken if Leisure World is fully developed. In the event Leisure World is not fully developed, the Improvements will of necessity be proportionately reduced. During the development of Leisure World the order of acquisition or construction of the Improvements will be determined by GOLDEN RAIN subject to approval by FHA. Performance bonds shall be required in connection with all major items of construction. Where Improvements are acquired by GOLDEN RAIN fully completed no bond will be required.

4. No Cooperative shall be obligated to pay for Improvements more than its respective increment contributed to said trust. Such obligation shall be discharged by payment to GOLDEN RAIN in trust of the amount required to be so paid under paragraph 1 hereof.

5. GOLDEN RAIN in its said capacity as Trustee shall maintain the Improvements and the grounds and equipment appurtenant

thereto in good repair and condition. In the event all or any part of said Improvements shall be damaged by fire or other casualty, the money derived from any insurance on the property shall be held in trust by and for the benefit of the Cooperatives in such manner as may be determined in the discretion of GOLDEN RAIN as Trustee, provided that any such insurance proceeds in excess of \$5,000.00 shall only be applied in a manner approved by FHA.

6. GOLDEN RAIN shall operate and manage the Improvements and provide administrative, recreational and medical services for the benefit of the members of the Cooperatives and their successors in interest at cost and on a nonprofit basis. The cost thereof shall be included in the monthly carrying charges charged on a pro rata basis to the members by their respective Cooperatives. Not less than sixty (60) days prior to the beginning of each fiscal year GOLDEN RAIN shall prepare an operating budget setting forth its estimate of the cost of operating and managing the Improvements and providing the other aforesaid services desired for the ensuing year and shall cause copies of same to be delivered to the members of the Cooperatives or to the Cooperatives for delivery to their members. The estimate of cost shall include administrative expenses, operating expense, utilities, hazard insurance, taxes and assessments, interest and amortization, and a reasonable contingency reserve. GOLDEN RAIN in its capacity as Trustee of the Golden Rain Foundation Trust shall maintain and repair the Improvements for the benefit of the Cooperatives and their successors in interest at cost and on a nonprofit basis and shall prepare and deliver cost estimates for such maintenance and repair in the same manner and such costs shall be charged in the same manner as provided above for operating and managing costs. Such costs shall include a reasonable reserve for replacement and renovation.

7. In the discretion of its Board of Directors, GOLDEN RAIN shall refund or credit to the members of the Cooperatives after the end of each fiscal year their respective proportionate shares of such sums as have been collected to pay the cost of the aforesaid services which are in excess of the amount expended or obligated therefor.

8. The extent of the services to be provided in connection with the community facilities and the rules and regulations with respect to the use of said facilities shall be determined and established by the Board of Directors of GOLDEN RAIN in its sole discretion.

9. The beneficial interest of each Cooperative under the trust agreement to be executed as provided in paragraph 1 hereof shall be assigned to MORTGAGEE immediately following the creation of such interest. MORTGAGEE agrees that it will assign to the FHA such beneficial interest under said trust agreement as relates to any individual project which MORTGAGEE assigns or conveys to the FHA pursuant to a claim for mortgage insurance benefits.

10. Within 90 days following the end of each fiscal year GOLDEN RAIN shall furnish the Cooperatives, FHA, and MORTGAGEE with a complete annual financial report, prepared and certified by a Public Accountant or Certified Public Accountant and based upon examination of its books and records. The books and records of GOLDEN RAIN shall at all times be maintained in reasonable condition and available for examination and inspection at any reasonable time by FHA or MORTGAGEE or its respective duly authorized agents.

11. Any Cooperative other than WALNUT CREEK may become a party to this agreement upon the execution of an Addendum, in form substantially the same as Exhibit IV attached hereto and incorporated herein by this reference, by such joining Cooperative, GOLDEN RAIN, and MORTGAGEE, and by the supplementing of Exhibit I to reflect information pertinent to such joining Cooperative. Each such joining Cooperative shall thereby become obligated to perform all duties, shall be subject to all such conditions and restrictions and shall be entitled to all such performance by all other present and future parties hereto as if such joining Cooperative had been an original party to this agreement.

12. This agreement shall inure to the benefit of and bind the successors and assigns of MORTGAGEE under any one or

all of the several FHA insured mortgages on any property in Leisure World.

13. This Agreement is not intended to end and is not to be interpreted as in any way diminishing or abrogating any of the duties or obligations imposed on Golden Rain under the Regulatory Agreement dated APR 1 1964 between GOLDEN RAIN FOUNDATION OF WALNUT CREEK and PHILIP N. BROWNSTEIN, as Federal Housing Commissioner. In the event of conflict between this Agreement and the Regulatory Agreement, the terms of said Regulatory Agreement shall prevail. In the event of a conflict between this Agreement and the Trust Agreement dated APR 1 1964 between GOLDEN RAIN FOUNDATION OF WALNUT CREEK, as Trustee, and WALNUT CREEK MUTUAL NO. ONE, as Trustor, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 1st day of April, 1964.

GOLDEN RAIN FOUNDATION OF WALNUT CREEK

By [Signature]

WALNUT CREEK MUTUAL NO. ONE

By [Signature]

UNITED CALIFORNIA BANK

By [Signature]  
VICE PRESIDENT

SEAL AFFIXED

SEAL AFFIXED

SEAL AFFIXED

## WALNUT CREEK MUTUAL NO. ONE

FHA Project Nos	No. of Units	FHA Estimate of Replacement Cost	Description of Property	Mortgage Loan Amount
121-30094-M	294	\$4,968,255	Parcels 3,4 and 5 L.S. Map Book 25, Page 49, Contra Costa County, Calif.	\$4,768,800
121-30095-M	248	4,183,895	Parcels 6,7, and 8, L.S. Map Book 25 Page 50, Contra Costa County, Calif.	4,042,300

ROSSMOOR LEISURE WORLD  
WALNUT CREEK, CALIFORNIA

SUMMARY OF ESTIMATED COSTS  
COMMUNITY FACILITIES AND OFF SITE IMPROVEMENTS

Schedule A

Improvement Within Boundaries of Neighborhood No. 1

\$ 1,285,245.15

Schedule B

Improvements Attributable to Total Project Area

\$ 3,413,756.00

Schedule C

Estimated Cost of Community Facilities

\$ 5,215,552.00

Per Unit Costs

Schedule A	\$ 1,272.52
Schedule B	341.38
Schedule C	<u>521.56</u>
Total per Unit Cost	\$ <u>2,135.46</u>

ROSSNOOR LEISURE WORLD - WALNUT CREEK

BOOK 4598 PG 418

Improvements within Boundaries of Neighborhood No. 1

A. Private Street Improvements:

1. Service Street - 24' Wide

Sdw. 5.5 x 7,200 = 39,600 s.f. at 0.42	\$ 16,632.00	
Curbs 7,200 l.f. at 1.90	13,680.00	
Pvt. 21 x 7,200 = 151,200 s.f. at 0.25	<u>37,800.00</u>	
		\$ 68,112.00

2. Tice Creek Drive - 40' Wide

Sdw. 11 x 3,425 = 37,675 s.f. at 0.42	\$ 15,824.00	
Curbs 6,850 l.f. at 1.90	13,015.00	
Pvt. 37 x 3,425 = 126,725 s.f. at 0.30	<u>38,018.00</u>	
		\$ 66,857.00

Less 1/2 at Models and Clubhouse

Sdw. 5.5 x 1,200 = 6,600 s.f. at 0.42	\$ 2,772.00	
Curbs 1,200 l.f. at 1.90	2,280.00	
Pvt. 18.5 x 1,200 = 22,200 s.f. at 0.30	<u>6,660.00</u>	
		\$ 11,712.00

Tice Creek Drive to Neighborhood No. 1

55,145.00

3. Stanley Dollar Drive - 44' Wide

Sdw. 5.5 x 1,350 = 7,425 s.f. at 0.42	\$ 3,119.00	
Curbs 1,350 l.f. at 1.90	2,565.00	
Pvt. 41 x 1,350 = 55,350 s.f. at 0.32	<u>17,712.00</u>	
		23,396.00

\$ 146,653.00

B. Drainage Construction:

Conc. Line Ditches	Lump Sum	\$ 42,000.00
6" Plain Conc. Pipe	6,460 l.f. at 3.00	19,380.00
8" " " "	1,900 l.f. at 3.25	6,175.00
10" " " "	4,100 l.f. at 4.00	16,400.00
15" " " "	5,900 l.f. at 4.75	28,025.00
18" " " "	1,100 l.f. at 5.52	6,072.00
15" R.C.P.	500 l.f. at 6.33	3,165.00
18" R.C.P.	960 l.f. at 7.25	6,960.00
24" R.C.P. or CIPP.	740 l.f. at 11.16	8,258.40
27" " " "	597 l.f. at 12.30	7,343.00
30" " " "	1,580 l.f. at 13.90	21,962.00
36" " " "	1,447 l.f. at 16.50	23,875.50
39" " " "	394 l.f. at 18.40	7,249.60

Drainage Structure:

a. Type A Inlet	24 ea. at 357.00	8,568.00
b. Type A-2 Inlet	2 ea. at 477.00	954.00
c. Type C Inlet	21 ea. at 250.00	5,250.00
d. Pre-Cast Yard Inlet	100 ea. at 200.00	20,000.00
e. Manholes	39 ea. at 552.00	<u>21,528.00</u>
		253,165.50

C. Grading, Including Private Streets & Bldg. Areas:

Cut	1,120,840 c.y. at 0.21	\$ 235,376.00
Fill	789,230 c.y. at 0.21	<u>165,738.00</u>
		401,114.00

Water Distribution System on Private Street to Meter:

	5,420 l.f. at 8.50	46,070.00
--	--------------------	-----------

Fire Hydrants:

Public	11 ea. at 500.00	\$ 5,500.00
Private	18 ea. at 2,000.00	<u>36,000.00</u>
		41,500.00

SCHEDULE A (Continued)

BOOK 4598 PG 419

<u>F. Sanitary Sewers in Private Streets:</u>		
6" VCP	3,500 l.f. at 4.80	\$ 16,800.00
Manholes	10 ea. at 426.00	4,260.00
C. O.	67 ea. at 150.00	10,050.00
"Y"	193 ea. at 10.00	1,930.00
Connection Charges	1,010 ea. at 70.00	<u>70,700.00</u>
		\$ 103,740.00
<u>G. Underground Electricity:</u>		
		50,200.00
<u>H. Street Lights:</u>		
		53,750.00
<u>I. Subdivision Bond Premiums:</u>		
	1.5% X 762,292.85	11,434.00
<u>J. City Inspection Fees:</u>		
	2% of Grading, Streets & Drainage	16,018.65
<u>K. Engineering Fees:</u>		
	1,010 ea. at 110.00	111,100.00
<u>L. Underground Telephone:</u>		
	1,010 ea. at 50.00	<u>50,500.00</u>
	TOTAL	\$ 1,285,245.15
		1,010 Units
		\$ 1,272.52
		per unit

SCHEDULE BROSSMOOR LEISURE WORLD - WALNUT CREEKImprovements Attributable to Total Project AreaA. Rossmoor Parkway Improvements:

Drainage	Lump Sum	\$ 16,122.00	
Traffic Signalization - Intersections		42,900.00	
Excavation	43,500 c.y. X 0.42	18,270.00	
Roadway	9,090 l.f. X 26.26	238,703.00	
Street Lighting	Lump Sum	66,540.00	
Landscaping & Sprinklers	8,790 l.f. X 11.50	<u>101,085.00</u>	\$ 483,620.00

B. Golden Rain Road:

Drainage	Lump Sum	\$ 33,842.00	
Excavation	9,400 c.y. X 0.42	3,948.00	
Roadway		48,637.00	
Street Lighting		5,595.00	
Landscaping & Sprinklers	500 l.f. X 11.50	<u>5,750.00</u>	97,772.00

C. Stanley Dollar Drive:

Drainage	Lump Sum	\$ 12,890.00	
Excavation	25,600 c.y. X 0.42	10,752.00	
Roadway		26,500.00	
Street Lighting		6,440.00	
Extension of Stanley Dollar Drive to Property Line		<u>24,000.00</u>	80,582.00

D. Special Drainage - Golden Rain & Tice Creek Drive:

26,651.00

E. Sub Drains:

200,000.00

F. Clearing & Grubbing:

160,000.00

G. Tice Creek Improvement:

Channel Improvement		\$ 42,000.00	
Earth Ditch		19,000.00	
66" C.I.P.P.		32,986.00	
10 X 10 R.C.B.		211,000.00	
Triple 6 X 10		<u>45,000.00</u>	349,986.00

## SCHEDULE B (Continued)

H. <u>Inspection Fees 2%:</u>			\$ 27,972.00
I. <u>Tice Valley Blvd. &amp; Olympic Blvd. Improvements:</u> (Includes Engineering & Inspection Fees)			400,000.00
J. <u>Trunk Sewer:</u>			
Tice Valley Boulevard to Olympic Boulevard		\$ 55,000.00	
School District Fee for use of Existing Sewer		<u>17,700.00</u>	72,700.00
K. <u>Main Sewers &amp; Projected Main Sewers:</u>			
28,000 l.f. X 16.13		\$ 451,640.00	
Inspection Fees 2%		<u>9,033.00</u>	460,673.00
			200,000.00
L. <u>Annexation Fees:</u>			
M. <u>Jeep Perimeter Road, Fire Protection &amp; Pole Line Maintenance:</u>			
26,400 l.f. X 3.50		\$ 92,400.00	
Chain Link Fencing 26,400 l.f. X 3.25		<u>85,800.00</u>	178,200.00
N. <u>Public Fire Hydrants:</u>			
1r ea. X 500.00			7,000.00
O. <u>Main Water Mains:</u>			
1st Stage 5,800 l.f. X 8.50		\$ 49,300.00	
2nd Stage 8,000 l.f. X 8.50		<u>68,300.00</u>	117,600.00
P. <u>Special Engineering, Traffic Surveys, etc:</u>			35,000.00
Q. <u>Sewage Disposal Study:</u>			4,500.00
R. <u>Soil Tests:</u>			100,000.00
S. <u>Boundary Surveys:</u>			8,500.00
T. <u>Aerial Surveys:</u>			13,000.00
U. <u>Retaining Walls &amp; Shield Fencing:</u>			100,000.00
V. <u>World Globe Pools, Utilities, Landscaping, Sprinklers, etc:</u>			185,000.00
W. <u>World Globe Trademark:</u>			30,000.00
X. <u>Closed Circuit Television System:</u>			<u>75,000.00</u>
		TOTAL	\$ 3,413,756.00
			10,000 Units
			= \$341.38 per Unit

Revised 1/29/64

BOOK 4598 PG 422

SCHEDULE C

ROSSMOOR LEISURE WORLD - WALNUT CREEK

Estimated Cost of Community Facilities Attributable to Total Project Area

A. <u>Five Club House Buildings (2 with pools) Complete:</u>	\$ 1,968,305.00
B. <u>Theatre Building:</u>	511,250.00
C. <u>Riding Stables:</u>	192,550.00
D. <u>Golf Course (18 holes):</u>	1,460,837.00
E. <u>Main Entrance, Guard House &amp; Equipment:</u>	173,450.00
F. <u>Administration Building &amp; Equipment:</u>	363,375.00
G. <u>Maintenance Building &amp; Equipment:</u>	391,235.00
H. <u>Boat &amp; Trailer Storage Facilities &amp; Perimeter Land:</u>	154,550.00

TOTAL

\$ 5,215,552.00

10,000 Units -

\$521.56 per Unit

The Agreement to which this Exhibit III is attached is in turn attached as Exhibit B to that certain Trust Agreement dated APR 1, 1964 between Golden Rain Foundation of Walnut Creek, Trustee, and Walnut Creek Mutual No. One, Trustor. Said Trust Agreement is incorporated herein by reference as this Exhibit III.

ADDENDUM

Pursuant to the provisions of paragraph 11 of the agreement between Golden Rain Foundation of Walnut Creek, Walnut Creek Mutual No. One, and United California Bank, WALNUT CREEK MUTUAL NO. \_\_\_\_\_ hereby elects to become a party to said Agreement.

WALNUT CREEK MUTUAL NO. \_\_\_\_\_,  
a California corporation

By \_\_\_\_\_

ACCEPTED:

GOLDEN RAIN FOUNDATION OF WALNUT  
CREEK, a California corporation

By \_\_\_\_\_

UNITED CALIFORNIA BANK

By \_\_\_\_\_

REGULATORY AGREEMENT

AGREEMENT, dated this      day of       1, 1964, by and between GOLDEN RAIN FOUNDATION OF WALNUT CREEK, a California non-profit corporation, hereinafter referred to as "Foundation," whose address is 1001 Golden Rain Road, Walnut Creek, Contra Costa County, California, party of the first part, and PHILIP N. BROWNSTEIN, as Federal Housing Commissioner, hereinafter referred to as "Commissioner," acting pursuant to authority granted him by the National Housing Act, as amended, hereinafter referred to as "Act," party of the second part.

WHEREAS, the corporation members of the Foundation will be various cooperative housing corporations, hereinafter referred to as "cooperatives," which will be mortgagors of mortgages insured by the Commissioner, pursuant to Section 213 of the Act, and

WHEREAS, the Foundation as Trustee for the cooperatives or as owner will hold title to properties and certain community facilities erected thereon for the use and benefit of the cooperatives (the properties and community facilities located thereon are hereinafter collectively referred to as "community facility property"), and

WHEREAS, the Commissioner in valuing the land upon which the cooperative housing projects will be erected will give effect to the availability of the community facility property to the cooperatives, and

WHEREAS, such land valuation will be one of the factors in determining the amount of the insured mortgages covering the housing projects owned by the cooperatives, and

WHEREAS, the Commissioner is unwilling to insure the mortgages on the housing projects unless and until the Foundation holding the community facility property as Trustee for the cooperatives, or as owner, by entering into the agreements set forth below, consents to be regulated and restricted by the Commissioner,

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable considerations by each party to the other, the receipt of which is hereby acknowledged, and in order to induce the Commissioner to endorse for mortgage insurance notes secured by mortgages, the mortgagors of which will be the cooperatives for which the Foundation is holding title to the community facility property as Trustee, or as owner, the parties hereto agree as follows: That as long as any Contract of Mortgage Insurance is in effect with respect to any mortgage covering a housing project owned by a cooperative, and during such further period of time as the Commissioner shall be the owner, holder or reinsurer of any such mortgage or during any time the Commissioner is obligated to insure such mortgage:

1. The Foundation shall not without the prior written approval of the Commissioner:
  - a. Sell, assign, transfer, dispose of or encumber any real or personal property which the Foundation holds as Trustee or as owner.
  - b. Amend or deviate from the voting plan as approved by the Commissioner in the Foundation's Articles of Incorporation and By-Laws.

- c. Amend its Articles of Incorporation or By-Laws:
  - d. Expend any funds or incur any debt in excess of the Foundation's then current budget.
  - e. Amend or deviate from the terms of a certain Trust Agreement between Golden Rain Foundation of Walnut Creek, Trustee, and Walnut Creek Mutual No. One, Trustor (to be joined in by subsequent cooperatives as additional trustors and beneficiaries thereunder), dated APR 1, 1964.
  - f. Consolidate or merge into or with any other corporation.
2. In the event that the Commissioner becomes a mortgagee in possession or acquires title to the property of a cooperative, the Foundation shall make the facilities available to the Commissioner and to his successors and assigns at the same rates other users of the community facility property are charged.
  3. When the Foundation acquires title to the community facility property or any part thereof, the Foundation shall furnish title evidence satisfactory to the Commissioner.
  4. The Foundation shall provide management of the community facility property in a manner satisfactory to the Commissioner.
  5. The Foundation shall not go into voluntary liquidation; carry into effect any plan of reorganization of the Foundation or effect any change whatsoever in its capital structure.
  6. The Foundation shall maintain the community facility property, the grounds, buildings and equipment appurtenant thereto, in good repair and in such condition as will preserve the health and safety of the users of the property.
  7. The proper , equipment, buildings, plans, office, apparatus, devices, books, contracts, records, documents and papers of the Foundation shall be subject to inspection and examination by the Commissioner or his duly authorized agent at all reasonable times.
  8. The Foundation shall file such reports as the Commissioner may request.
  9. The Foundation shall not file any petition in bankruptcy, or for a receiver, or in insolvency, or for reorganization or composition, or make any assignment for the benefit of creditors, or permit an adjudication in bankruptcy, or the taking possession of the community facility property or any part thereof by a receiver, or the seizure and sale of the community facility property or any part thereof under judicial process or pursuant to any power of sale.
  10. Upon violation of any of the above provisions of this Agreement by the Foundation, the Commissioner may give written notice thereof, to the Foundation, by registered or certified mail, addressed to the addresses stated in this Agreement. If such violation is not corrected to the satisfaction of the Commissioner within 15 days after the date such notice is mailed, or within such additional period of time as is set forth in the notice, or where the Foundation proceeds immediately and diligently, within such further time as the Commissioner determines is necessary to correct the violation, without further notice the Commissioner may declare a default under this Agreement and upon such default the Commissioner may:

- a. Collect all rents, dues, and charges in connection with the operation of the community facility property and use such collections to pay the Foundation's obligations under this Agreement and the necessary expenses of preserving the property and operating the community facility property;
  - b. Take possession of the community facility property, bring any action necessary to enforce any rights of the Foundation, and any rights of the Commissioner arising by reason of the Agreement, and operate the community facility property in accordance with the terms of this Agreement until such time as the Commissioner in his discretion determines that the Foundation is again in a position to operate the community facility property in accordance with the terms of this Agreement;
  - c. Apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of the Agreement, for the appointment of a receiver to take over and operate the community facility property in accordance with the terms of the Agreement, or for such other relief as may be appropriate, since the injury to the Commissioner arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain.
11. To secure the Commissioner because of his liability under the endorsement of the Notes of the cooperative corporations for insurance, and as security for the other obligations under this Agreement, the Foundation assigns, pledges and mortgages to the Commissioner its rights to the rents, dues, profits, income and charges of whatever sort which it may receive or be entitled to receive from the operation of the community facility property. Provided, however, that permission is granted to the Foundation to collect and retain under the provisions of this Agreement the rent, dues, profits, income and charges, during any such period or periods of time for which the Commissioner has not declared a default. Upon declaration by the Commissioner of a default, the said permission is terminated and shall not be deemed to be reinstated until the Commissioner has declared the default to be cured.
12. Foundation agrees that there shall be full compliance with the provisions of (1) any state or local laws prohibiting discrimination in housing on the basis of race, color, creed or national origin, and (2) with the Regulations of the Federal Housing Administration providing for nondiscrimination and equal opportunity in housing. It is understood and agreed that failure or refusal to comply with any such provisions shall be a proper basis for the Commissioner to take any corrective action he may deem necessary including, but not limited to, the rejection of future applications for FHA mortgage insurance and the refusal to enter into future contracts of any kind with which the Foundation is identified, and further, if the Foundation is a corporation or any other type of business association or organization which may fail or refuse to comply with the aforementioned provisions, the Commissioner shall have a similar right of corrective action (1) with respect to any individuals who are officers, directors, trustees, managers, partners, associates, or stockholders of the Foundation, and (2) with respect to any corporation or any other type of business association or organization with which the officers, directors, trustees, managers, partners, associates or stockholders of the Foundation may be identified.

- 13. This instrument shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest, and assigns.
- 14. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.
- 15. The Foundation agrees and assumes the obligation to have this Agreement recorded in the appropriate land records in the jurisdiction in which the community facility property is situated; and in the event of failure to do so, it is agreed that the Commissioner may have the same recorded at the expense of the Foundation.
- 16. It is specifically agreed between the parties hereto that the breach of any of the terms of this Agreement by the Foundation will substantially damage and injure the Commissioner in the proper performance of his duties under the provisions of the Act, and will impede and injure the proper operations intended under such Act; that such damage will be irrespective of and in addition to any financial damage the Commissioner may suffer as insurer of the mortgages of which the cooperatives are the mortgagors; that, except for the agreements herein contained, the Commissioner would not issue and would not be authorized to issue his Contracts of Mortgage Insurance, and that the mortgage of the mortgages covering the cooperative housing projects would not lend on the security of the mortgages executed by the cooperatives unless the same were insured by the Commissioner.

SEAL AFFIXED IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the day and year first above written.

GOLDEN RAIN FOUNDATION  
OF WALNUT CREEK

PHILIP N. BROWNSTEIN, as  
FEDERAL HOUSING COMMISSIONER

By L. M. Letson  
L. M. Letson, President

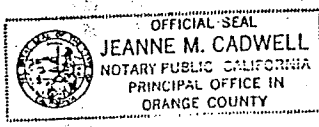
By [Signature]  
(Authorized Agent)

By W. F. Schulz  
W. F. Schulz, Secretary

STATE OF CALIFORNIA }  
COUNTY OF ORANGE } ss.

On this APR - 1 day of 1964, before me, the undersigned, a Notary Public in and for said County and State, personally appeared L. M. Letson, known to me to be the President, and W. F. Schulz, known to me to be Secretary of GOLDEN RAIN FOUNDATION OF WALNUT CREEK, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Jeanne M. Cadwell  
Notary Public in and for the County  
of Orange, State of California

JEANNE M. CADWELL  
My Commission Expires July 4, 1967

STATE OF CALIFORNIA, )  
CITY & COUNTY OF )  
SAN FRANCISCO )

On this 15th day of April, 1964 before me, Marilyn J. Vides, a Notary Public in and for said City, County and State, personally appeared J. Frank Pendergast, known to me to be an authorized agent of the Federal Housing Commissioner, and known to me to be the person who executed the within instrument on behalf of said Federal Housing Commissioner by virtue of the authority vested in him by the provisions of the National Housing Act, as amended, and acknowledged to me that he executed the within instrument on behalf of said Federal Housing Commissioner.

Witness my hand and official seal.



SEAL AFFIXED

*Marilyn J. Vides*

Marilyn J. Vides

Notary Public in and for the City & County  
of San Francisco, State of California.

My commission expires June 12, 1966.

\* END OF DOCUMENT \*

EXHIBIT B

AMENDMENT TO TRUST AGREEMENT

Golden Rain Foundation of Walnut Creek, as Trustee under that certain Trust Agreement dated April 1, 1964, recorded in Book 4593 page 415 of the Official Records of Contra Costa County, California, and First Walnut Creek Mutual and Walnut Creek Mutuals No. Two and Ten through Seventeen, Trustors thereunder, hereby agree to amend said agreement and "Regulatory Agreement" attached as an exhibit thereto, as follows:

1. Wherever the word "Cooperatives" is used in said agreement, including the exhibits attached thereto, it shall also mean management bodies of condominium housing projects at Rossmoor, Walnut Creek, California.
2. Wherever the words "Members of Cooperatives" are used in said agreement, including the exhibits attached thereto, they shall also mean the members of the management bodies of condominium housing projects at Rossmoor, Walnut Creek, California.
3. In the event the development of a cooperative housing project or a condominium housing project is not financed with a mortgage loan insured by the FHA, then the amount to be transferred by the cooperative in trust to Golden Rain shall be determined by Golden Rain.

Executed at Walnut Creek, California.

August 28, 1969.

After recording mail to:  
Golden Rain Foundation  
P.O. Box 2070, Dollar Ranch Station  
Walnut Creek, Ca. 94595

AUG -6 1971

65502

BOOK 6450 PAGE 278

RECORDED AT REQUEST OF  
GOLDEN RAIN FOUNDATION  
AUG -6 1971  
AT 11 O'CLOCK A.M.  
CONTRA COSTA COUNTY RECORDER

AMENDMENT TO AGREEMENT

W. T. FRASER  
COUNTY RECORDER

(Seal) FEE \$ 9.00

RECITALS

A. GOLDEN RAIN FOUNDATION OF WALNUT CREEK, a California non-profit corporation, and WALNUT CREEK MUTUAL NO. ONE, a California corporation, are parties to an instrument entitled "Trust Agreement" dated April 1, 1964, and recorded in Official Records, Contra Costa County, California, on April 17, 1964, at Book 4598, page 396 thereof.

B. GOLDEN RAIN FOUNDATION OF WALNUT CREEK, a California non-profit corporation, WALNUT CREEK MUTUAL NO. ONE, a California corporation, and UNITED CALIFORNIA BANK, a California corporation, are parties to an instrument entitled "Agreement" dated April 1, 1964, which is incorporated by reference into the instrument to which reference is made in Paragraph A above and was recorded April 17, 1964, in Official Records, Contra Costa County, California, at Book 4598, page 408 thereof.

C. The foregoing two instruments are sometimes called the Golden Rain Foundation of Walnut Creek Trust Agreement".

D. WALNUT CREEK MUTUAL NO. TWO, WALNUT CREEK MUTUAL NO. THREE, WALNUT CREEK MUTUAL NO. FOUR, WALNUT CREEK MUTUAL NO. FIVE, WALNUT CREEK MUTUAL NO. SIX, WALNUT CREEK MUTUAL NO. SEVEN, WALNUT CREEK MUTUAL NO. EIGHT, WALNUT CREEK MUTUAL NO. TEN, WALNUT CREEK MUTUAL NO. ELEVEN, WALNUT CREEK MUTUAL NO. TWELVE, WALNUT CREEK MUTUAL NO. THIRTEEN, WALNUT CREEK MUTUAL NO. FOURTEEN, WALNUT CREEK MUTUAL NO. FIFTEEN, WALNUT CREEK MUTUAL NO. SIXTEEN and WALNUT CREEK MUTUAL NO. SEVENTEEN (each of which is or was a California corporation) have heretofore:

1. Become a trustor and beneficiary of the "Trust Agreement" pursuant to the provisions of Section III thereof.

2. Become a party to the "Agreement" pursuant to the provisions of Paragraph II thereof.

E. FIRST WALNUT CREEK MUTUAL, a California corporation, is the successor to all of the right, title and interest in and under said "Trust Agreement" and in and under said "Agreement" of WALNUT CREEK MUTUAL NO. ONE, WALNUT CREEK MUTUAL NO. THREE, WALNUT CREEK MUTUAL NO. FOUR, WALNUT CREEK MUTUAL NO. FIVE, WALNUT CREEK MUTUAL NO. SIX and WALNUT CREEK MUTUAL NO. SEVEN.

F. The mortgagees hereinafter named respectively hold a security interest in the beneficial interest in and under said "Trust Agreement" and in and under said "Agreement".

1. Bowery Savings Bank;
2. Metropolitan Life Insurance Co.;
3. Federal National Mortgage Association;
4. New York State Employees' Retirement System;
5. Morgan Guaranty Trust Company, <sup>AS TRUSTEE</sup> and
6. United California Bank.

G. Pursuant to the terms of the Regulatory Agreement dated April 1, 1964, and recorded in Official Records, Contra Costa County, California, April 17, 1964, at Book 4598, page 425 thereof, the consent of the Federal Housing Commissioner is required to amend said "Trust Agreement" and said "Agreement".

H. The parties to the "Trust Agreement" and to the "Agreement" (with the consent of the mortgagees named in Paragraph F and with the consent of the Federal Housing Commissioner) desire to amend said instruments.

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AGREEMENTS

FIRST WALNUT CREEK MUTUAL, WALNUT CREEK MUTUAL NO. TWO, WALNUT CREEK MUTUAL NO. EIGHT, WALNUT CREEK MUTUAL NO. TEN, WALNUT CREEK MUTUAL NO. ELEVEN, WALNUT CREEK MUTUAL NO. TWELVE, WALNUT CREEK MUTUAL NO. THIRTEEN, WALNUT CREEK MUTUAL NO. FOURTEEN, WALNUT CREEK MUTUAL NO. FIFTEEN, WALNUT CREEK MUTUAL NO. SIXTEEN, WALNUT CREEK MUTUAL NO. SEVENTEEN, GOLDEN RAIN FOUNDATION OF WALNUT CREEK and UNITED CALIFORNIA BANK do hereby amend said instruments by the deletion in full of Paragraph 6 of the "Agreement" to which reference is made in Paragraph B hereof and by the substitution of the following provision therein for said Paragraph 6:

"6. GOLDEN RAIN shall operate and manage the Improvements and provide administrative, recreational and medical services for the benefit of the members of the Cooperatives and their successors in interest at cost and on a non-profit basis. The cost thereof (to the extent such cost exceeds receipts from the fees for which provision is hereinafter made) shall be included in the monthly carrying charges charged on a prorata basis to the members by their respective Cooperatives. No less than sixty (60) days prior to the beginning of each fiscal year GOLDEN RAIN shall prepare an operating budget setting forth its estimate of the amount by which the cost of operating and managing the Improvements and providing the other aforesaid services desired for the ensuing year exceeds the estimate of fees to be collected. Copies of same shall be delivered to the members of the Cooperatives or to the Cooperatives for delivery to their members. The estimate shall include administrative expenses, operating expenses, utilities, hazard insurance, taxes and assessments, interest and amortization, and a reasonable contingency reserve. GOLDEN RAIN in its capacity as Trustee of the Golden Rain Foundation Trust shall maintain and repair the Improvements for the benefit of the Cooperatives and their successors in interest at cost and on a non-profit basis and shall prepare and deliver estimates for such maintenance and repair in the same manner and such costs shall be defrayed in the same manner as provided above for operating and managing costs. Such costs shall include a reasonable reserve for replacement and renovation.

GOLDEN RAIN may charge users of the golf course and golf facilities, lawn bowling greens and lawn bowling facilities and stables, horses and riding facilities a reasonable fee for such use, and such fees may be instituted, removed, re-instituted and the amounts thereof established and changed by action of the Board of Directors of GOLDEN RAIN."

IN WITNESS WHEREOF, the parties to said instruments have caused this instrument to be executed by their duly authorized officers and have caused their corporate seals to be affixed as of this 31st day of August, 1970.