EXHIBIT D

DECEMBER 9, 2008 MCC
ARCHITECTURAL REVIEW
COMMITTEE APPROVAL

Moraga Country Club
ARCHITECTURAL COMMITTEE APPROVAL ENDORSEMENT

(to be attached to and made part of approved proposal or construction plans)

THIS PERMIT MUST BE POSTED ON THE PREMISES AND PLACED SO THAT IT IS VISIBLE TO ANYONE INSPECTING WORK AND CONSTRUCTION BEING DONE. ANY WORK DONE WITHOUT THIS PERMIT WILL BE CONSIDERED TO BE IN VIOLATION OF THE MORAGA COUNTRY CLUB CC&R's.

PROJECT DESCRIPTION ADDITIONAL OF LIVING SPACE BEHIND GARAGE
ADDRESS 121 BROOKLINE ST., MORAGA CA. 94556
PERMIT # DATE: 5-6-08
NAME: STEVEN AND LAUREL HAFENER PHONE# 925-381-1404
COMPLETION DATE: NOT KNOWN
PERMIT REQUIRED BY TOWN OF MORAGA? YES
IF YES, PERMIT RECEIVED BY MORAGA COUNTRY CLUB? _____

$300 DAMAGE DEPOSIT CHARGE AUTHORIZATION AND AGREEMENT TO COMPLY WITH MORAGA COUNTRY CLUB ARCHITECTURAL COMMITTEE RULES:

I hereby authorize Moraga Country Club to charge $300 against my account # H 4184 to be held as a damage deposit while the above project is being completed. My signature below acknowledges that this amount will be used to offset damages that may occur, but that my liability is not limited to $300. I understand that this amount will be credited back to my account following final approval of the project once it is completed, provided no damage has been done to Association property due to the performance of the project. My signature below also indicates my intention to follow the Architectural Committee Rules as required by the CC&R's.

ature of Owner Member — Date: 5-6-08

AFFECTED NEIGHBOR'S REVIEW OF PROPOSAL AND/OR CONTRACT

The signatures below represent neighbor's review and input regarding the attached proposal and contract.

Name	Address	Comments	Date

RELEASE AGREEMENT

This Agreement is hereby entered into by the above named OWNER MEMBER, herein called "Releasor" *and* MORAGA COUNTRY CLUB HOMEOWNERS' ASSOCIATION, a California Corporation, of 1600 St. Andrews Dr., Moraga, Contra Costa County, California, herein called "Releasee" and is a release whereby the Releasor pursuant to Section 1541 of the California Civil Code extinguishes his/her/their rights and claims against Releasee as herein enumerated.

WHEREAS, Releasor is an owner of property in the Moraga Country Club, Moraga, California, and as such owner is a member of the Moraga Country Club Homeowners' Association and is subject to the terms and conditions of the Amended Declaration of Covenants, Conditions and Restrictions of Moraga Country Club; and,

WHEREAS, Releasor has applied to Releasee for permission to make certain improvements and/or alterations to the structure on owner's property as provided in the Amended Declaration of Covenants, Conditions and Restrictions of Moraga Country Club; and,

WHEREAS, Releasee is prepared to issue written consent to those improvements and/or alterations but conditions that consent upon Releasor executing this Agreement releasing the Releasee from claims as specified herein below;

NOW, THEREFORE, in consideration of the covenants and agreements of Releasor herein after contained, it is agreed as follows:

1. The Releasor, on behalf of himself/herself/themselves, his/her/their heirs, executors, administrators and assigns, hereby fully releases and discharges Releasee, on behalf of itself, its successors and assigns from all rights, claims, and actions which the Releasor and his/her/their/ above mentioned successors now have or may hereafter the signing of this agreement have against the Releasee and its above mentioned successors arising out of the Releasee's duties to maintain and repair Releasor's subject property (more specifically described in Exhibit A hereto and incorporated herein by this reference) beyond its natural or improved state existing on the date such property was first conveyed to an owner or annexed to the Moraga Country Club. Releasor further agrees to assume full responsibility for damages to the subject property caused or contributed by the intended improvements and/or alterations.
2. The Releasor agrees to assume full responsibility for maintenance and repair of the intended improvements and/or alterations and releases the Releasee from any responsibility therefor.
3. This release, notwithstanding Section 1542 of the California Civil Code which provides that "A general release does not extend to claims which the creditor editor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor," releases all injuries, damages, or losses to Releasor's person and property, real or personal, whether known, unknown, foreseen, unforeseen, patent or latent, which Releasor may have against Releasee with respect to the property described in Exhibit A. Releasor understands and acknowledges the significance and consequences of such specific waiver of Section 1542, and hereby assumes full responsibility for any injuries, damages, or losses that Releasor may incur from the above mentioned Amended Declaration of Covenants, Conditions and Restrictions of Moraga Country Club.
4. (A) The Releasor assumes full responsibility for any expense incurred by Releasee for removal and replacement of any solar system installed on Releasor's property in the event that Releasee has to perform maintenance or make repairs to the subject property.
   (B) The maintenance of any solar system shall be the responsibility of the Releasor, and such shall pass to subsequent homeowners of the subject property.

Signature of Owner Member — Date: 5-6-08

HOMEOWNER'S RESPONSIBILITIES

1. Drainage changes with respect to home additions or landscaping changes that may affect existing drainage system capacity or on their property or these immediately adjacent to them.
2. Any deterioration, dry rot or damage to siding, walls, or exterior surface of the house which may result from any other work performed in conjunction therewith by the homeowner's contractor or the homeowner.
3. Surveyor's corners.
4. Homeowner is responsible for obtaining town building permit. It is required by law. This plan has been approved by ARC for architectural appearance only and does not include any structural approval.
5. Providing Moraga Country Club with a copy of the final, signed-off permit required by the Town of Moraga.
6. Newly constructed fences are the sole responsibility of the property owner.

ARCHITECTURAL REVIEW COMMITTEE

ARCHITECTURAL COMMITTEE APPROVAL:

The signature below indicates the Architectural Committee approval of the attached proposal and/or contract ( ) subject to plans dtd. 11-15-08, based on Landscape Comm. recommendation and town granting a variance

Architectural Committee approval is for architectural appearance only and does not include any structural approval, installation approval, or approval as meeting the fire rating required by the Town of Moraga.

Signature of Architectural Committee Member — Date: 12/9/08

FINAL INSPECTION AND APPROVAL: The signature below indicates that the Architectural Committee has completed a final inspection and found that the reroofing (and any other work performed in conjunction therewith) has been completed as approved and therefore authorizes that the $300 damage deposit be credited back to that Owner Member's account.

Signature of Architectural Committee Member — Date