

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THIRD LAGUNA HILLS MUTUAL
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION

November 19, 2013

The Regular Meeting of the Third Laguna Hills Mutual Board of Directors, a California non-profit mutual benefit corporation, was held on Tuesday, November 19, 2013 at 9:30 A.M. at 24351 El Toro Road, Laguna Woods, California.

Directors Present: Mike Straziuso, Kathryn Freshley, Beth Perak, Judith Troutman, Jim Juhan, Rosemarie di Lorenzo Dickins, Ray Gros, Bert Moldow, Hank Gioia, Wei-Ming Tao, Won Chang

Directors Absent: None

Staff Present: Jerry Storage, Patty Kurzet
Executive Session: Jerry Storage, Patty Kurzet, Cris Robinson, Wendy Panizza, Blessilda Fernandez

Others Present: Kelly Richardson, Esq.

CALL TO ORDER

Director Mike Straziuso, President of the Corporation, called the meeting to order at 9:30 A.M.

PLEDGE OF ALLEGIANCE

Director Perak led the Membership in the Pledge of Allegiance to the Flag.

ACKNOWLEDGEMENT OF MEDIA

A representative of the Globe and the Channel 6 Camera Crew, by way of remote cameras, were acknowledged as present.

APPROVAL OF AGENDA

Without objection, the Board approved the agenda as submitted.

CHAIR'S REMARKS—Mike Straziuso

President Straziuso commented on the GRF Board Director election and the need to work together with GRF and the other Mutuals.

APPROVAL OF THE MINUTES

Without objection the Board approved the October 15, 2013 Regular Meeting minutes as written.

CONSENT CALENDAR

Without objection, the Board approved the Consent Calendar and took the following actions:

Maintenance & Construction Committee Recommendations:

- 2364-D Deny request to remove existing patio storage closet doors, raise openings and install new doors. Deny request to raise existing original wood entry trellis and add a Spanish tile roof. Approve request to replace existing entry door with new Dutch door at entry, and install a dual pane window directly adjacent to the new door, with contingencies
- 3270-A Approve request for room addition, with contingencies
- 5385 Approve request for a rear patio extension and enclosure, with contingencies

Landscape Committee Recommendations:

- 3228-C Deny **appeal** request and uphold previous decision to approve request for plant installations at Mutual Member's expense
- 5549-A Deny **appeal** request for lawn removal and uphold previous decision. Approval to install sod instead of reseeding.
- 2288-O Approval of request for two tree removals on schedule at the Mutual's expense, or off-schedule at the Mutual Member's expense

Finance Committee Recommendation

RESOLUTION 03-13-113

WHEREAS, Member ID 931-900-31 is currently delinquent to Third Laguna Hills Mutual with regard to the monthly assessment; and

WHEREAS, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

NOW THEREFORE BE IT RESOLVED, November 19, 2013, that the Board of Directors hereby approves the recording of a Lien for Member ID 931-900-31; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

RESOLUTION 03-13-114

WHEREAS, Member ID 933-200-51 is currently delinquent to Third Laguna Hills Mutual with regard to the monthly assessment; and

WHEREAS, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with

no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

NOW THEREFORE BE IT RESOLVED, November 19, 2013, that the Board of Directors hereby approves the recording of a Lien for Member ID 933-200-51; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

RESOLUTION 03-13-115

WHEREAS, the Finance Committee recommends filing separate Small Claims Court cases of \$2,500 (or less) in an attempt to collect delinquent assessments by way of a judgment or stipulation against members/owners in Third Laguna Hills Mutual; and

NOW THEREFORE BE IT RESOLVED, November 19, 2013, that the Board of Directors hereby approves the filing of separate Small Claims Court cases for Member ID 931-460-36, Member ID 932-311-26, and Member ID 935-050-71; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

GENERAL MANAGER'S REPORT

Mr. Storage updated the membership on the ongoing GRF projects within the Community and on Third Mutual projects.

MEMBER COMMENTS

Third Mutual Members were given the opportunity to speak and the Directors briefly responded.

UNFINISHED BUSINESS

The Secretary of the Corporation, Director Judith Troutman, read the proposed changes to the Mutual Committee Appointments. Director Moldow moved to approve the resolution. Director Gros seconded the motion.

By a vote of 10-0-0, the motion carried and the Board of Directors adopted the following resolution:

RESOLUTION 03-13-116

Mutual Committee Appointments

RESOLVED, November 19, 2013, that the following persons are hereby appointed to serve on the committees and services of this Corporation; and

RESOLVED FURTHER, that each committee chair in consultation with the vice chair may appoint additional members and advisors with interim approval by the President subject to the approval of the Board of Directors:

Board Operating Rules Committee

Mike Straziuso, Chair
Ray Gros
Judith Troutman
Beth Perak

Communications Committee

Beth Perak, Chair
Jim Juhan
Ray Gros
Won Chang
Bert Moldow
*Non-Voting Advisor: **Joan Milliman***

Finance (Committee of the Whole)

Hank Gioia, Chair
Wei-Ming Tao, Vice Chair
*Non-Voting Advisors: **Jim Hart, Joan Milliman***

Garden Villa Recreation Room Subcommittee

Jim Juhan, Chair
Rosemarie di Lorenzo Dickins
Won Chang
Mike Straziuso
Non-Voting Advisors: Shari Horne, Harry Curtis, Lynn Jarrett, Marian Dailey

Landscape (Committee of the Whole)

Judith Troutman, Chair
Rosemarie di Lorenzo Dickins, Vice Chair
*Non-Voting Advisors: **Barbara Marsh, John Dudley***

Maintenance and Construction (Committee of the Whole)

Jim Juhan, Chair
Kathryn Freshley, Vice Chair
*Non-Voting Advisors: **Sy Wellikson, Harry Curtis***

Meet and Confer

Mike Straziuso, Chair
Ray Gros

Kathryn Freshley

New Resident Orientation

Per Rotation List

Paint Color Sub-Committee

Judith Troutman

Wei-Ming Tao

Non-Voting Advisor: Rose Weiss

Resident Problem Resolution Services

Mike Straziuso

Beth Perak

Jim Juhan

Revitalization Committee

Won Chang, Chair

Kathryn Freshley

Beth Perak

Wei-Ming Tao

Judith Troutman

Bert Moldow

Non-Voting Advisors: Bob Hatch, Barbara Marsh

Standards Sub-Committee

Jim Juhan, Chair

Ray Gros

Rosemarie di Lorenzo Dickins

Kathryn Freshley

Non-Voting Advisor: Denny Welch

Traffic Hearing (quarterly)

Hank Gioia, Chair

Bert Moldow

Ray Gros

Laguna Canyon Foundation

Ray Gros

Joint Task Force to Analyze GRF Trust and Bylaws

Jim Juhan

Beth Perak

RESOLVED FURTHER, that Resolution 03-13-107, adopted October 15, 2013 is hereby superseded and canceled.

Director Troutman read a proposed resolution approving the revised Collection and Lien Enforcement Policy and Procedures for Assessment Delinquencies which was postponed to satisfy the 30-day notification requirement. Director Troutman moved to approve the resolution. Director Juhan seconded the motion.

By a vote of 10-0-0, the motion carried and the Board of Directors adopted the following resolution:

RESOLUTION 03-13-117

WHEREAS, Section 1365 of the California Civil Code requires that homeowner associations have a specific policy relating to collection of delinquent assessment accounts and enforcement of liens placed upon such delinquent properties; and

NOW THEREFORE BE IT RESOLVED, November 19, 2013, that the Board of Directors of this Corporation hereby approves the attached Collection and Lien Enforcement Policy and Procedures for Assessment Delinquencies, effective January 1, 2014; and

RESOLVED FURTHER, that Resolution 03-12-119, adopted September 18, 2012 is hereby superseded and cancelled; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purposes of this resolution.

Director Troutman read a proposed resolution approving a Regulated Building Materials Rule which was postponed to satisfy the 30-day notification requirement. Director Troutman moved to approve the resolution. Director Perak seconded the motion and discussion ensued.

Members Shari Horne (2354-3C) and Judith Peck (2364-D) commented on the resolution.

By a vote of 6-3-1 (Directors Freshley, Moldow, and Tao opposed, and di Lorenzo Dickins abstained), the motion carried and the Board of Directors adopted the following resolution:

RESOLUTION 03-13-118

WHEREAS, the majority of buildings in Third Laguna Hills Mutual were constructed when lead-based paint and asbestos-containing materials (ACM) were common; and the handling of these materials is now regulated at both Federal and State levels, mandating specific testing, material handling and disposal procedures when building components suspected to contain Regulated Building Materials are disturbed; and

WHEREAS, in order to protect members, residents, guests and Staff from exposure to asbestos and lead when these materials are disturbed; to strengthen the Corporation's defense against fines, penalties and litigation related to disturbances; and to address a members' responsibility for compliance while performing alterations to their manor, a Rule Regulating Building Materials should be in place;

NOW THEREFORE BE IT RESOLVED, November 19, 2013, that the Board of Directors of this Corporation hereby approves the attached Regulated Building Materials Rule affirming member responsibility for testing and handling of ACM, lead and lead-based paint, and other Regulated Building Materials when performing alterations to their manors; and

RESOLVED FURTHER, that if it is discovered that an alteration has been performed without required regulated building materials testing and remediation procedures, as applicable, the member would be financially responsible for testing and decontamination/abatement of the affected area(s) by qualified professionals; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purposes of this resolution.

Director Troutman read a proposed resolution approving the revised Mutual Alteration Standards *Section 5A – Satellite Dishes on One Story Buildings* which was postponed to satisfy the 30-day notification requirement. Director Troutman moved to approve the resolution. Director Juhan seconded the motion.

By a vote of 10-0-0, the motion carried and the Board of Directors adopted the following resolution:

RESOLUTION 03-13-119

WHEREAS, the Board of Directors of this Corporation adopted Resolution M3-96-28 on May 21, 1996, which approved the Third Laguna Hills Mutual Alteration Standards; and

WHEREAS, the Maintenance & Construction Committee of this Corporation recognizes the need to further amend a portion of the Mutual Alteration Standards with regard to *Section 5A – Satellite Dishes on One Story Buildings*;

NOW THEREFORE BE IT RESOLVED, November 19, 2013, that Mutual Alteration Standard *Section 5A - Satellite Dishes on One Story Buildings*, is hereby amended as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution M3-96-28, adopted May 21, 1996 is hereby amended, and Resolutions 03-06-57 adopted November 21, 2006 and 03-07-31 adopted April 17, 2007 are hereby superseded and cancelled; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

Director Troutman read a proposed resolution approving the revised Mutual Alteration Standards *Section 5B – Satellite Dishes on Two Story Buildings* which was postponed to satisfy the 30-day notification requirement. Director Troutman moved to approve the resolution. Director di Lorenzo Dickins seconded the motion.

By a vote of 10-0-0, the motion carried and the Board of Directors adopted the following resolution:

RESOLUTION 03-13-120

WHEREAS, the Board of Directors of this Corporation adopted Resolution M3-96-28 on May 21, 1996, which approved the Third Laguna Hills Mutual Alteration Standards; and

WHEREAS, the Maintenance & Construction Committee of this Corporation recognizes the need to further amend a portion of the Mutual Alteration Standards with regard to *Section 5B – Satellite Dishes on Two Story Buildings*;

NOW THEREFORE BE IT RESOLVED, November 19, 2013, that Mutual Alteration Standard *Section 5B - Satellite Dishes on Two Story Buildings*, is hereby amended as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution M3-96-28, adopted May 21, 1996 is hereby amended, and Resolutions 03-06-58 adopted November 21, 2006 and 03-07-32 adopted April 17, 2007 are hereby superseded and cancelled; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

Director Troutman read a proposed resolution approving the revised Mutual Alteration Standards *Section 5C – Satellite Dishes on Three Story Buildings* which was postponed to satisfy the 30-day notification requirement. Director Troutman moved to approve the resolution. Director di Lorenzo Dickins seconded the motion.

By a vote of 10-0-0, the motion carried and the Board of Directors adopted the following resolution:

RESOLUTION 03-13-121

WHEREAS, the Board of Directors of this Corporation adopted Resolution M3-96-28 on May 21, 1996, which approved the Third Laguna Hills Mutual Alteration Standards; and

WHEREAS, the Maintenance & Construction Committee of this Corporation recognizes the need to further amend a portion of the Mutual Alteration Standards with regard to *Section 5C – Satellite Dishes on Three Story Buildings*;

NOW THEREFORE BE IT RESOLVED, November 19, 2013, that Mutual Alteration Standard Section 5C - Satellite Dishes on Three Story Buildings, is hereby amended as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution M3-96-28, adopted May 21, 1996 is hereby amended, and Resolutions 03-06-59 adopted November 21, 2006 and 03-07-33 adopted April 17, 2007 are hereby superseded and cancelled; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

The Board discussed its vacant manor inspections policy. Mr. Richardson advised that should the manor owner not provide approval to enter the manor for the purpose of this non-emergency inspection, then no entry should take place.

Director Freshley inquired on her non-receipt of Mr. Richardson's opinion on the subject matter and the Board agreed to discuss her inquiry during the closed session.

The Board discussed common area expansions by residents. The Board agreed to discuss the subject in closed session.

NEW BUSINESS

Director Troutman read the following proposed resolution approving the Communications Committee Charter.

RESOLUTION 03-13-xxx

Third Laguna Hills Mutual Communications Committee Charter

WHEREAS, on October 15, 2013, the Board established the Communications Committee as a standing committee pursuant to Article VII Section 1 of the Bylaws of the Corporation;

NOW THEREFORE BE IT RESOLVED, November 19, 2013, that the Board of Directors of this Corporation hereby assigns the duties and responsibilities of this Communications Committee as follows:

1. Serve as liaison between the Third Laguna Hills Mutual ("Third") Board and the Government and Public Relations personnel.
2. Promote communication of Board-approved policies and information through available mediums such as direct mailings, advertisements, e-mail newsletters, and the internet.
3. Review capital requirements, requests for capital equipment and programs, and projected revenues and determine service levels related to community relations.
4. Make recommendations to other Third committees and to the Third Board of Directors on matters related to areas of responsibility in this charter.
5. Promulgate appropriate public relations programs and policies in order to promote a positive image of Third and good relations among Laguna Woods Village residents and surrounding communities as well as the public at large.
6. Perform such other duties related to areas of responsibility in this charter as may be assigned by the Third President or Board.

RESOLVED FURTHER that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

Director Troutman moved to approve the resolution. Director Gros seconded the motion and discussion ensued.

Director Moldow moved to amend the charter by substituting the word "review" with the word "recommend" under item 3. Director Troutman seconded the motion and discussion ensued.

By a vote 5-5-1 (Directors Gioia, Gros, Freshley, Chang opposed, Director di Lorenzo Dickins abstained, and President Straziuso opposed to make a tie), the amendment failed.

Director Freshley moved to refer the charter to the Committee for its review. Director Troutman seconded the motion. By a vote of 9-0-1 (Director Chang abstained), the motion carried.

Director Troutman read the following proposed resolution approving the proposed Election Rules:

RESOLUTION 03-14-xxx

WHEREAS, California Civil Code §1363.03 became operative on July 1, 2006 which required the adoption of rules regarding election procedures, appointment of inspectors of election, voting by secret ballot, proxy and ballot instructions, publication of election results, and retention of ballots; and

WHEREAS, the Civil Code has had several revisions since 2006 and the Board desires to update its election procedures;

NOW, THEREFORE, BE IT RESOLVED, January 21, 2014, that the Board of Directors of this Corporation hereby adopts the revised Election Rules of Third Laguna Hills Mutual as attached to the official minutes of the meeting; and

RESOLVED FURTHER, that Resolution 03-06-25 adopted May 16, 2006 is hereby superseded and cancelled; and

RESOLVED FURTHER, that the officers and agents of the Corporation are hereby authorized on behalf of the Corporation to carry out the purposes of this resolution.

Director Troutman moved to approve the resolution. Director Juhan seconded the motion and discussion ensued.

Without objection, the Board postponed the resolution to January to conform to the 30-day notification requirement.

COMMITTEE REPORTS

Director Gioia gave the Treasurer's and the Finance Committee Reports, and commented on the Resale & Lease Activities.

Director Troutman reported from the Landscape Committee.

Director Juhan reported from the Maintenance and Construction Committee.

Director Troutman read the following proposed resolution approving the proposed Plants and Limited Common Area Walls Policy:

RESOLUTION 03-14-xx

WHEREAS, Mutual members have installed vines and plants that impede maintenance access to walls surrounding exclusive use patio areas; and

WHEREAS, the Mutual members at 3073-C and 3165-A have requested that the Mutual allow retention of their personal plantings surrounding exclusive use patio wall areas; and

WHEREAS, the Mutual desires to prohibit vines and plants from being attached to block walls, buildings, and other limited common area walls that are within 12 inches from the walls; and

NOW THEREFORE BE IT RESOLVED, January 21, 2014, that the Board of Directors of this Corporation hereby adopts the following policy for Plants and Limited Common Area Walls within the Mutual:

1. Members are prohibited from attaching personal plants to block walls, buildings, and other limited common area walls.
2. Any personal plants found to be attached to the exterior stucco, wood surfaces, masonry and concrete walls of residential buildings must be removed at the request of the Mutual.
3. Failure to manipulate and/or remove personal plants as requested by the Mutual will result in manipulation and/or removal of the plants by the Mutual at the expense of the Member.
4. Members may install personal plants, at their expense, at a minimum of 12" distance from limited common area walls.
5. Members may install vines, at their expense, on a free-standing trellis located at a minimum of 12" distance from the limited common area wall.

RESOLVED FURTHER, that the requests from Mutual members at 3073-C and 3165-A that the Mutual allow retention of their personal plantings surrounding exclusive use patio wall areas are hereby denied; and

RESOLVED FURTHER, failure to manipulate and/or remove personal plants as requested by the Mutual will result in manipulation and/or removal of the plants by the Mutual at the expense of the Mutual member; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

Director Troutman moved to approve the resolution. Director Juhan seconded the motion and discussion ensued.

Members Isabel Muennichow (5285) and Lucie Falk (3377-A) commented on the resolution.

Without objection the Board postponed the motion to the January meeting to conform to the 30-day notification requirement.

The Board discussed the variance request of Mr. and Mrs. Stanley Price of 5091 to install solar panels on the roof of their manor.

President Straziuso moved to follow legal counsel's opinion and approve the issuance of an Alteration Permit for the installation of solar panels at Manor 5091 based on the fact the installation is consistent with the previously Board-approved Alteration Standard Section 41 – Solar Panels, 1 Story Buildings.

Director Chang seconded the motion and discussion ensued.

Member and neighbor John Banks (5090) spoke to his opposition to the location of the installation.

By a vote of 7-3-0 (Directors Moldow, Troutman and di Lorenzo Dickins opposed), the motion carried.

No report was given from the Standards Sub-Committee.

Director Juhan reported from the Garden Villa Recreation Room Sub-Committee.

President Straziuso reported from the Board Operating Rules Committee.

President Straziuso reported from Resident Problem Resolution Services.

Director Gioia reported from the Quarterly Traffic Committee.

Director Gros reported from the Traffic Rules and Regulations Ad Hoc Committee.

Director Chang reported from the Revitalization Committee.

Director Juhan reported from the Joint Task Force to Analyze the GRF Trust and Bylaws.

GRF Committee Reports

- No highlights were given.

DIRECTORS' COMMENTS

Directors made their final comments.

ADDITIONAL MEMBER COMMENTS

No additional member comments were made.

The Board recessed at 11:49 A.M. and reconvened into Executive Session at 12:55 P.M.

Summary of Previous Closed Session Meetings per Civil Code Section §1363.05

During its October 15, 2013 Regular Executive Session Board Meeting, the Board approved the September 17, 2013 Regular Executive Session minutes. The Board approved six chargeable services write-offs and four delinquent assessment write-offs; heard one disciplinary hearing and imposed fines totaling \$300 for violations of the Mutual's rules and regulations; discussed other member disciplinary, contractual and legal matters.

During its October 14, 2013 Special Executive Session Board Meeting, the Board discussed contractual issues regarding the Union negotiations.

With no further business before the Board of Directors, the meeting was adjourned at 3:40 PM.

Judith Troutman, Secretary

Third Laguna Hills Mutual

YEAR 2014 COLLECTION AND LIEN ENFORCEMENT POLICY AND PROCEDURES FOR ASSESSMENT DELINQUENCIES PURPOSE STATEMENT

The following is a statement of the specific procedures, policies and practices ("Policy Statement") employed by Third Laguna Hills Mutual, a California nonprofit mutual benefit corporation (the "Mutual") in enforcing lien rights or other legal remedies for default in payment of its assessments against its owners ("Members"). This Policy Statement is provided pursuant to the requirements of California Civil Code section 5310(a)(7).

The collection of delinquent assessments is of vital concern to all Members of the Mutual. Such efforts ensure that all Members pay their fair share of the costs of services and facilities provided and maintained by the Mutual. Members' failure to pay assessments when due creates a cash-flow problem for the Mutual and causes those Members who make timely payment of their assessments to bear a disproportionate share of the community's financial obligations. Special assessments must be received in a timely fashion in order to finance the needs for which said special assessments are imposed.

Accordingly, in order to reduce the amount and duration of delinquencies and to encourage the prompt and full payment of all assessments, the Mutual has been vested with certain enforcement rights and remedies which are in addition to those which exist generally for creditors. These rights and remedies are described in this Policy Statement.

WE SINCERELY TRUST THAT ALL MEMBERS, IN THE SPIRIT OF COOPERATION AND RECOGNIZING THEIR LEGAL OBLIGATIONS, WILL MAKE TIMELY PAYMENTS AND AVOID THE IMPOSITION OF LATE CHARGES, POSSIBLE RESULTANT LEGAL ACTION, AND THE LEGAL OBLIGATION TO REIMBURSE THE MUTUAL FOR THE COSTS OF SUCH LEGAL ACTION. IT IS IN THE BEST INTEREST OF YOU AND EVERY OTHER MEMBER OF THE MUTUAL FOR EACH OF YOU TO MAKE YOUR MONTHLY PAYMENTS ON TIME.

REGARDLESS OF WHETHER THE MUTUAL RECORDS A LIEN ON YOUR PROPERTY DURING THE COLLECTION OF PAST-DUE ASSESSMENTS, ALL MEMBERS HAVE A PERSONAL AND ONGOING OBLIGATION TO PAY ASSESSMENTS AND CHARGES.

BASIC POLICIES AND PROCEDURES

Delinquency reports are made monthly by the Mutual's managing agent to the Board of the Mutual, identifying the delinquent Member, amount and the length of time the assessments have been in arrears. The policies and practices outlined in this Policy Statement shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Mutual's Board of Directors, or unless the applicable statutory scheme changes, in which event, this Policy Statement shall be construed so as to be consistent with any newly adopted statutes or court decisions. In accordance with the

Mutual's governing documents (including, without limitation, the Articles of Incorporation, the Bylaws, the recorded CC&Rs, rules and regulations and the California Civil Code), to ensure the prompt payment of monthly assessments, the Mutual employs the following collection and lien enforcement procedures:

Assessment Due Date

Regular assessments are due and payable to the Mutual, in advance, in equal monthly installments, on the first day of each month. It is each Member's responsibility to pay assessments in full each month regardless of whether a billing statement is received. Special assessments shall be due and payable on the due date specified by the Board of Directors in the notice imposing the special assessment or in the ballot presenting the special assessment to the Members for approval. In no event shall a special assessment be due and payable earlier than thirty (30) days after the special assessment is duly imposed.

Reminder Notice

If the current monthly assessment is not received by the Mutual on or before the close of business on the sixteenth (16th) day of the month (or if a special assessment is not received by the Mutual on or before the close of business on the fifteenth (15th) day after it is due), a Reminder Notice is sent to the Member.

PLEASE NOTE THAT TO BE CONSIDERED TIMELY, THE PAYMENT MUST BE RECEIVED BY THE MUTUAL WITHIN THIS FIFTEEN (15) DAY GRACE PERIOD. SIMPLY PLACING THE PAYMENT IN THE MAIL BEFORE THE GRACE PERIOD EXPIRES IS NOT SUFFICIENT.

Administrative Collection Fee

It is the policy of the Mutual not to routinely waive any duly imposed late charges, interest, or actually incurred "Costs of Collection." "Costs of Collection" as used in this Policy Statement include, without limitation, an administrative collection fee, currently in the amount of Five Hundred Dollars (\$500) (the "Administrative Collection Fee"), which is charged by the Mutual's managing agent to cover staff's costs to prepare the files for delivery to the Mutual's legal counsel in order to carry out legal actions authorized hereunder, as well as direct costs incurred in recording and/or mailing documents attendant to this legal process.

This Administrative Collection Fee may be increased by majority vote of the Mutual's Board, and may be collected by the Mutual's legal counsel on its behalf, and remitted to the Mutual's managing agent, or may be directly collected by the Mutual's managing agent.

Late Charge

IT IS THE MEMBER'S RESPONSIBILITY TO ALLOW AMPLE TIME TO DROP OFF OR MAIL ALL PAYMENTS SO THAT THEY ARE RECEIVED BEFORE THE DELINQUENCY DATE. All notices or invoices for assessments will be sent to Members by first-class mail

addressed to the Member at his or her address as shown on the books and records of the Mutual. However, it is the Member's responsibility to be aware of the assessment payment due dates and to advise the Mutual of any changes in the Member's mailing address.

A late payment charge for a delinquent assessment will be assessed in the amount of Twenty Dollars (\$20.00) and will be imposed on any assessment payment that is more than fifteen (15) days in arrears. Further, both state law and the Mutual's governing documents provide for interest on the delinquent assessment and the late charge, and accordingly interest may be imposed thirty (30) days after the assessment is due, at an annual percentage rate not to exceed twelve percent (12%) consistent with Civil Code section 5650. Such interest may be imposed and collected per the foregoing sentence regardless of whether the Member's delinquent account is referred to the Mutual's legal counsel for further handling.

Demand Letter (aka Pre-Lien Letter)

If full payment of the delinquent amount is not received by the close of business on the day which is fifteen (15) days after the date of the Reminder Notice, a Demand Letter (also known as a Pre-Lien Letter under California Civil Code sections 5650-5660) will be sent to the Member by Certified Mail. The Mutual, through its managing agent, will also attempt to contact the Member by telephone to remind the Member of the delinquency and determine when payment will be made. However, no assurances can be given that the Mutual will in fact reach the Member by telephone, and the Member is responsible to pay off the delinquency whether or not a telephone reminder is actually received by the Member.

Alternate Means to Collect Delinquent Sums

If full payment of the delinquent amount is not received by the close of business on the thirtieth (30th) day after the date of the Demand Letter, the Mutual may, at its option, and based on the circumstances of the delinquency, including but not limited to, the total delinquent amount owing and the Member's payment history, undertake to collect the delinquency by: (1) suspending a Member's right to use Mutual or GRF facilities; (2) termination of the delinquent Member's Membership in the Mutual as a result of any foreclosure, (3) legal actions, discussed further below, or (4) other appropriate means.

The Mutual may, after following appropriate procedures prescribed by law and the Mutual's governing documents, suspend a delinquent Member's right to vote on matters as to which the Member would otherwise be entitled to vote (based on applicable law and/or the Mutual's governing documents), or to use facilities or receive services provided by the Mutual, or both, until the delinquency is paid in full, including interest, a late charge, and/or the Administrative Collection Fee, as may have been imposed or incurred in a particular instance. Failure to pay the assessments or failure to pay interest, a late fee, and/or the Administrative Collection Fee may also result in suspension of Membership in and the ability to use the facilities or services provided by the Golden Rain Foundation of Laguna Woods or by this Mutual.

The Mutual may also take various legal actions to enforce the collection of delinquencies. **THESE ACTIONS MAY BE TAKEN SEPARATELY OR CONCURRENTLY.**

Small Claims Court

A civil action in small claims court may be filed (and/or a lien recorded, as to which the Mutual is prohibited from foreclosing while the amount of the delinquent assessments, exclusive of any late charges, fees, attorney's fees, interest, and Costs of Collection is less than One Thousand Eight Hundred Dollars (\$1,800), or the delinquent assessments are not yet more than twelve (12) months delinquent), with a management company representative or bookkeeper appearing and participating on behalf of the Mutual.

PLEASE NOTE THAT A SMALL CLAIMS COURT ACTION MAY BE PURSUED BASED ON A BOARD RESOLUTION EITHER BEFORE OR AFTER RECORDING A NOTICE OF DELINQUENT ASSESSMENT, AND/OR AFTER A WRITE-OFF.

The amount that may be recovered in small claims court may not exceed the jurisdictional limits of the small claims court, and shall be the sum of the following: (a) the amount owed as of the date of filing of the complaint in the small claims court proceeding; and (b) in the discretion of the court, an additional amount equal to the amount owed for the period from the date the complaint is filed until satisfaction of the judgment, which total amount may include accruing unpaid assessments and any reasonable late charges, fees and Costs of Collection (which costs shall, as stated above, include, without limitation, the Administrative Collection Fee), attorney's fees and interest, all up to the jurisdictional limits of the small claims court.

Successive small claims court actions may be pursued, consistently with applicable laws, until the entire amount of the delinquency is recovered.

Foreclosure/ADR

Additionally, or alternatively, if the amount of delinquent assessments (again, not including any late charges, fees, attorney's fees, interest, or Costs of Collection), exceeds One Thousand Eight Hundred Dollars (\$1,800), or any unpaid assessments are more than twelve (12) months delinquent, then, subject to specified conditions, the Mutual may initiate foreclosure proceedings to collect the amounts owed.

These conditions include that, prior to initiating a foreclosure, the Mutual shall offer the Member, and if so requested by the Member, the Mutual must participate in dispute resolution pursuant to the Mutual's "meet and confer" program, or alternative dispute resolution ("ADR"). THE DECISION TO PURSUE DISPUTE RESOLUTION OR A PARTICULAR TYPE OF ADR SHALL BE THE CHOICE OF THE MEMBER, EXCEPT THAT BINDING ARBITRATION SHALL NOT BE AVAILABLE IF THE MUTUAL INTENDS TO INITIATE A JUDICIAL FORECLOSURE.

Board Decision to Initiate Foreclosure

Another condition is that the decision to initiate foreclosure of a lien for delinquent assessments that has been validly recorded shall be made only by the Board, and may not be delegated to an agent of the Mutual. The Board shall approve the decision by a majority vote of the Board in an executive session. The vote must be recorded in the minutes of the next meeting of the Board open to all Members; however, the confidentiality of the delinquent

Member shall be maintained by identifying the matter in the minutes only by the Parcel Number, and not by the name of the delinquent Member or Members. A Board vote to approve foreclosure of a lien shall take place at least thirty (30) days prior to any public sale or judicial foreclosure.

The Board must provide notice by personal service to an owner of a separate interest or their legal representative, if the Board votes to foreclose. For a non-occupying owner, the Board must provide written notice by first-class mail, postage prepaid, at the most current address shown on the books of the Mutual. In the absence of written notification by a non-occupying owner to the Mutual, the address of the owner's separate interest may be treated as the owner's mailing address.

Non-Judicial Foreclosure/Right of Redemption

A non-judicial foreclosure by the Mutual to collect upon a debt for delinquent assessments is subject to a statutory right of redemption. The redemption period within which the separate interest may be redeemed from a foreclosure sale ends ninety (90) days after the sale, per California Civil Code section 5715.

If a foreclosure action is prosecuted to judgment and the judgment is in favor of the Mutual, assets of the Member may be seized or a lien may be placed on such assets to satisfy the judgment. Pursuant to the provisions of the Davis-Stirling Common Interest Development Act, applicable regulations, and the Covenants, Conditions and Restrictions (CC&Rs), the delinquent amount, as well as late payment penalties for the delinquent assessments and/or interest charges and/or charges for Costs of Collection that are incurred by the Mutual or its managing agent acting on behalf of the Mutual in its efforts to collect delinquent assessments (including, but not limited to, attorney's fees, title company and foreclosure service company charges, charges imposed to defray the cost of preparing and mailing demand letters (such as the Administrative Collection Fee), recording costs and costs associated with small claims court actions) may be enforced as a lien against the Member's Manor.

Moreover, pursuant to the Davis-Stirling Common Interest Development Act, monetary penalties that have been imposed by the Mutual as a means of reimbursing the Mutual for costs incurred by the Mutual in the repair of damage to common areas and/or community facilities for which a Member or a Member's guests or tenants were responsible may also be enforced as a lien against the Member's Manor.

Prerequisites to Recording a Lien: Offer of ADR and Thirty (30) Day Pre-Lien Notice to the Delinquent Member

Before a Notice of Delinquent Assessment can be recorded in the chain of title to the manor of a delinquent Member, the Mutual must offer the Member, and if so requested by the Member, the Mutual must participate in dispute resolution pursuant to the Mutual's "meet and confer" program (per the requirements set forth in Article 2 commencing with section 5900 of Chapter 10) or ADR as set forth in Article 3 (commencing with Section 5925 of Chapter 10), both in the California Civil Code.

Any choice by a Member to pursue any kind of ADR must be made by the Member's delivery of written notice of such choice to the Mutual's managing agent within thirty (30) days of any event which triggers a Member's right to pursue ADR, whether it is before a Notice of Delinquent Assessment can be recorded (i.e., upon receipt of the certified Pre-Lien Notice), or prior to initiating a foreclosure action, or in any other situation for which the Davis-Stirling Common Interest Development Act or the Mutual's governing documents authorize or allow a Member to choose ADR.

THE DECISION TO PURSUE DISPUTE RESOLUTION OR A PARTICULAR TYPE OF ADR SHALL BE THE CHOICE OF THE OWNER. However, binding arbitration is not available if the Mutual intends to initiate a judicial foreclosure.

Pre-Lien Notice

If the Member elects not to proceed with dispute resolution or any type of ADR, then the Mutual must send the Member a certified notice providing information regarding the sums claimed as being delinquent ("Pre-Lien Notice"). No lien can be recorded until thirty (30) days after this Pre-Lien Notice has been given.

This certified Pre-Lien Notice from the Mutual must include the following information (per California Civil Code Section 5660):

- (a) A general description of the collection and lien enforcement procedures of the association and the method of calculation of the amount, a statement that the owner of the separate interest has the right to inspect the association records pursuant to Section 5205, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed;

"IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION"
- (b) An itemized statement of the charges owed by the owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any ;
- (c) A statement that the owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the assessment was paid on time to the association;
- (d) The right to request a meeting with the board as provided in Section 5665;
- (e) The right to dispute the assessment debt by submitting a written request for dispute resolution to the association pursuant to the association's "meet and

confer” program required in Article 2 (commencing with Section 5900) of Chapter 10;

- (f) The right to request alternative dispute resolution with a neutral third party pursuant to Article 3 (commencing with Section 5925) of Chapter 10 before the association may initiate foreclosure against the owner’s separate interest, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure;

Member’s Right to Request a Meeting with the Board, or Dispute Resolution or ADR.

Upon receipt of the certified Pre-Lien Notice described above, the noticed Member has several possible courses of action that can be taken at this point in the collection process, such as:

- (a) The Member has the right to dispute the assessment debt by submitting a written request for dispute resolution to the Mutual pursuant to the Mutual’s “meet and confer” program, which is required by Civil Code sections 5900-5920;
- (b) The Member may exercise his or her right to participate in alternative dispute resolution with a neutral third party under Civil Code sections 5925-5965 before the Mutual may initiate foreclosure against the owner’s separate interest, except that binding arbitration shall not be available if the Mutual intends to initiate a judicial foreclosure.
- (c) The Member has a right to submit a written request to meet with the Board of Directors to discuss a payment plan for the delinquent assessment, as long as the request for a meeting is made within fifteen (15) days following the postmark on the Mutual’s Pre-Lien Notice to the Member. That meeting must take place within forty-five (45) days (calculated from the postmark on the Member’s request) and must be conducted in executive session. When a Member has made a timely request for a meeting to discuss a payment plan, the Mutual must provide the requesting Member with the Mutual’s standards for payment plans, if any standards have been adopted. There is no statutory authorization for the Board to delegate this meeting obligation to a property manager, but the Board may designate a committee of one or more directors to meet with the Member if there is no regularly scheduled Board meeting that will occur within forty-five (45) days of the Member’s request.

Payment Plan Requests

Any Member who is unable to timely pay regular or special assessments is entitled to make a written request for a payment plan to the Mutual’s Board. A Member may also request to meet with the Board in executive session to discuss a payment plan if the payment plan request is mailed within fifteen (15) days of the postmark date of the Demand Letter (i.e., the Pre-Lien Letter). The Mutual’s Board will consider payment plan requests on a case-by-case

basis, and is under no obligation to grant payment plan requests. Payment plans may incorporate any assessments that accrue during the payment plan period. Payment plans may not impede the Mutual's ability to record a lien on the Member's separate interest to secure payment of delinquent assessments. Additional late fees shall not accrue during the payment plan period if the Member is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the Mutual may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan.

Also, Civil Code section 5965 requires the Mutual to include the following statement in this Policy Statement:

“Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.”

If any “meet and confer” session or ADR is engaged in by and between the Member and the Mutual (or any neutral third parties, as the case may be), and these efforts do not result in a payment plan, then, assuming the new statutory minimum as to the delinquent amount or duration of the delinquency had been met, a proceeding may be commenced to foreclose the lien against the Member's Manor and sell the Member's Manor at a private sale or by a judicial sale. If this occurs, the Member may lose his or her Manor.

Application of Payments

Additionally, in accordance with state law, payments received on delinquent assessments shall be applied to the Member's account in the following order of priority: first, to the principal owed; then to accrued interest and late charges; then to attorney's fees; then to title company and foreclosure service company charges and other Costs of Collection. Payments on account of principal shall be applied in reverse order so that the oldest arrearages are retired first. Interest shall continue to accrue on unpaid balances of principal, and other costs and charges imposed in accordance with Civil Code section 5655.

The Mutual is prohibited from recording a lien or initiating a foreclosure action without participating in dispute resolution or ADR procedures if so requested by the Member. If it is determined that an association has recorded a lien for a delinquent assessment in error, the association shall promptly reverse all late charges, fees, interest, attorney's fees, costs of collection, costs imposed for the notice prescribed in Section 5660, and costs of recordation and release of the lien authorized under subdivision (b) of Section 5720, and pay all costs related to any related dispute resolution or alternative dispute resolution.

Secondary Address

Members have a right to identify in writing to the Mutual a secondary address for purposes of collection notices delivered pursuant to this Policy Statement, and upon

receipt of a written request from a Member identifying a secondary address, the Mutual must send additional notices to this secondary address.

No Right of Offset

There is no right of offset. This means that a Member may not withhold assessments owed to the Mutual on the alleged grounds that the Member would be entitled to recover money or damages from the Mutual based on some other obligation or some claim of another obligation.

Returned Checks

The Mutual may charge the Member a twenty-five dollar (\$25.00) fee for the first check tendered to the Mutual that is returned unpaid by the Member's bank, and thereafter, the Mutual may charge a thirty-five dollar (\$35.00) fee for any subsequent check that is returned based on insufficient funds. If a Member's check cannot be negotiated for any reason, then the Mutual may also seek to recover damages of the greater of (a) one hundred dollars (\$100.00); or (b) three (3) times the amount of the check up to fifteen hundred dollars (\$1,500.00) in accordance with California Civil Code section 1719.

Charges and Fees Subject to Change

All charges and fees set forth in this Policy Statement are subject to change upon thirty (30) days prior written notice.

Overnight Payments

The mailing address for overnight payment of assessments is: Third Laguna Hills Mutual, Attn: Assessment Payments, 24351 El Toro Road, Laguna Woods, CA 92637.

Rights Reserved by Mutual

Although the matters set forth above summarize the policies and practices ordinarily employed to collect delinquent monthly assessments, the Mutual reserves the right to employ other or additional policies and practices as may be necessary or appropriate when the uniqueness of the circumstances or habitualness of the delinquency so requires.

Attachments

The Notice of Assessments and Foreclosure required by Civil Code Section 5730 is contained in Attachment "A" to this Policy.

The disclosures required by the State Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act are contained in Attachment "B" to this Policy.

BOARD OF DIRECTORS

THIRD LAGUNA HILLS MUTUAL

**ATTACHMENT "A"
NOTICE OF
ASSESSMENTS AND FORECLOSURE**

The following notice is provided pursuant to Civil Code Section 5730

NOTICE ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND FORECLOSURE

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

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

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

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

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

PAYMENTS

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

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

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

Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

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

MEETINGS AND PAYMENT PLANS

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

ATTACHMENT "B"

The following Disclosure is made pursuant to Civil Code Section 1812.700-1812.703

“The State Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.”

Third Laguna Hills Mutual

Regulated Building Materials Rule

1.0 PURPOSE, DEFINITIONS, SCOPE

1.1 PURPOSE

The purpose of this document is to define the rules of Third Laguna Hills Mutual regarding regulated building materials handling pertaining to alterations within Third's dwelling units.

1.2 DEFINITIONS

- 1.2.1** Lead-based paint: includes any paint or surface coating that contains lead equal to or in excess of 1.0 milligram per square centimeter or more than 0.5 percent by weight.
- 1.2.2** Asbestos Containing Materials (ACM): includes, without limitation, ceiling tile, floor tile/linoleum and mastic, textured wall surfaces, joint compound (plaster-like substance that is used to seal joints between sheets of drywall), sprayed acoustical ceilings, fire doors, structural fireproofing, pipe/boiler insulation, attic insulation and heating duct material/insulation.
- 1.2.3** Qualified Inspector for ACM: one who is State of California Certified Asbestos Consultant (CAC) or Certified Asbestos Site Surveillance Technician (CSST).
- 1.2.4** Certified Industrial Hygienist: one certified in the practice of industrial hygiene by the American Board of Industrial Hygiene.
- 1.2.5** Qualified Inspector for Lead: one who is California Department of Public Health (DHS) Certified Lead Inspector/Assessor OR Certified Lead Sampling Technician.
- 1.2.6** Testing and Decontamination: activities performed by qualified entities to determine the presence of regulated building materials, and the safe removal and disposal of those materials in cases where contamination has occurred.
- 1.2.7** Member's Acts: Acts of a resident, guest or any business or person hired or otherwise engaged on the behalf of a Member of Third Mutual.

1.3 SCOPE

Construction materials known to contain regulated materials include, but are not limited to, ceiling tile, floor tile/linoleum and mastic adhesive, textured wall surfaces, joint compound (used to seal joints between sheets of drywall, and otherwise repair drywall surfaces), sprayed acoustical ceilings, fire doors, structural fireproofing, pipe/boiler insulation, attic insulation and heating duct material/insulation, some of which were used in the construction of Third Mutual Manors.

2.0 RESPONSIBILITIES

2.1 ACTS BY MEMBERS, TENANTS, CONTRACTORS, GUESTS - Members shall be financially responsible for testing, by a Qualified Inspector, for Asbestos or Lead as specified in 1.2.3, 1.2.4, and 1.2.5, as well as for decontamination performed by licensed professionals of the appropriate trade if regulated materials contamination results from acts of a resident, guest or any business or person hired or otherwise engaged on their behalf:

2.1.1 CEILINGS AND DRYWALL ALTERATIONS - Members shall be financially responsible for testing, and for decontamination performed by licensed professionals of the appropriate trade if required, for regulated materials contamination that results from alterations involving ceilings or drywall within the manor.

2.1.2 FLOORING –REPLACEMENTS - Members shall be financially responsible for testing, and for decontamination performed by licensed professionals of the appropriate trade if required, for regulated materials contamination that results from replacement or demolition of flooring on behalf of the Member.

2.1.3 OTHER ALTERATIONS - Members shall be financially responsible for testing, and for decontamination performed by licensed professionals of the appropriate trade if required, for regulated materials contamination that results from any other alterations within the manor.

2.2 MEMBERS' FINANCIAL RESPONSIBILITIES

2.2.1 In cases where regulated materials contamination is caused by acts the Member is responsible for, the Member is financially responsible for testing and decontamination of the manor performed by licensed professionals of the appropriate trade.

2.2.2 The Member is also financially responsible for other costs (such as the cost of qualified contractors as determined by the Mutual to deliver emergency services to a contaminated manor) that may be incurred by Third as a result of regulated materials contamination in a manor due to acts the Member is responsible for.

2.3 THIRD RESPONSIBILITIES

2.3.1 In manors confirmed by a Qualified Inspector to be contaminated with regulated materials due to acts the Member is responsible for, Third must restrict Staff from entering the manor and will not provide services to the manor interior until clearance testing by a Qualified Inspector confirms contaminants in the manor have been remediated in accordance with applicable regulations.

- 2.3.2** In cases where Staff access to a manor is restricted due to regulated building materials contamination (or presumed regulated building materials contamination) of the manor due to acts the Member is responsible for, any emergency repair services needed shall be provided by a qualified contractor using the required personal protective equipment and procedures at the Member's expense.
- 2.3.3** In cases where a Member elects to arrange for testing and decontamination of the manor by licensed and certified professionals, the Member shall make arrangements for (a) testing and submission of a clean-up procedure to the South Coast Air Quality Management District within two weeks and immediately provide copies to the Mutual and (b) complete the remediation and decontamination in not more than 30 days; otherwise, Third may address arrangements for testing and decontamination at the Member's expense through the compliance process.
- 2.3.4** For testing and decontamination coordinated by the Member and conducted on the Member's behalf, the Member shall provide Third with copies of the clearance testing report indicating that the manor is clear of regulated materials contamination within 5 days of completion.
- 2.3.5** If potential regulated materials contamination due to acts the Member is responsible for results in delays to Mutual work, the Member will be held financially responsible for any additional costs incurred due to those delays.

Third Laguna Hills Mutual

Section 5A - Satellite Dishes: 1 Story Buildings

ADOPTED NOVEMBER 2006, RESOLUTION 03-06-57

REVISED APRIL 2007, RESOLUTION 03-07-31

GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49

REVISED NOVEMBER 2013, RESOLUTION 03-13-XXX

1.0 GENERAL REQUIREMENTS

- 1.1 **PERMITS AND FEES:** A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Permits and Inspections office with City permit number(s) prior to beginning work.
- 1.2 **MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.
- 1.3 **CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).
- 1.4 **WORK HOURS:** No work shall commence prior to 7:00a.m. and no work shall be permitted after 6:00p.m. Monday through Friday. Work on Saturday shall be permitted from 9:00a.m – 2:00p.m. for work which results in construction-related noise (e.g. cutting tile, hammering, use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00a.m. – 6:00p.m. No work whatsoever shall be permitted on Sunday.
- 1.5 **PLANS:** The Member applying for a permit shall provide to the Permits and Inspections office a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 **DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor is responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's or Member's dumpsters, if required, must have location approved by the Permits and Inspections office.
- 1.7 **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.

- 1.8 CONTRACTOR'S CONDUCT:** Member's contractor's, their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.

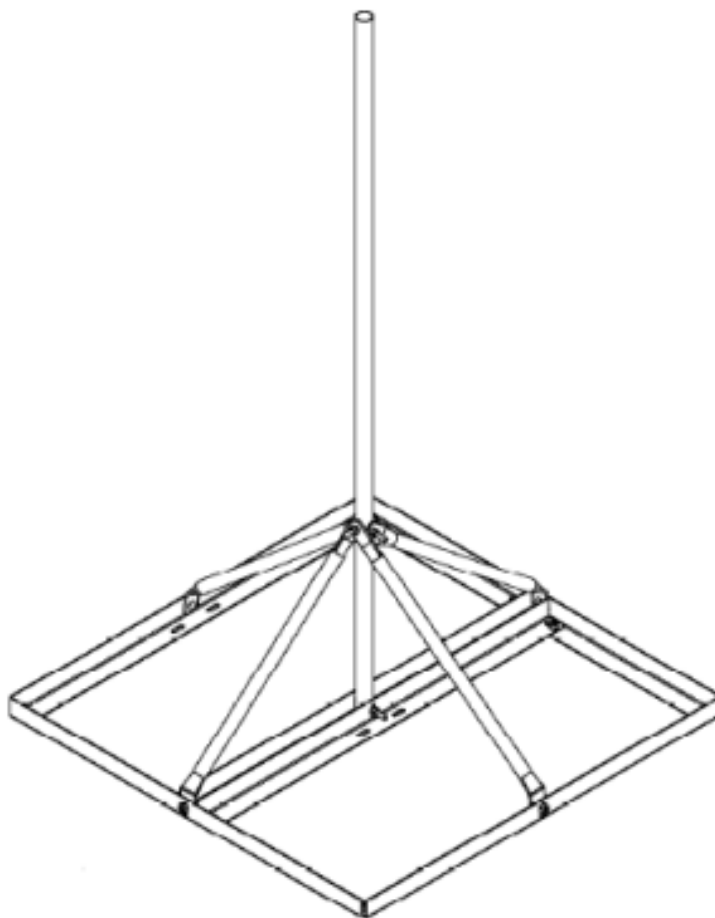
2.0 GENERAL GUIDELINES

- 2.1** Any installation permitted in Mutual Common Area at one story buildings must follow all guidelines set forth by the following Mutual Alteration Standard.
- 2.2** Prior to installation of any satellite dish, a plan and the specifications of all proposed work and equipment must be submitted for approval as specified in Section 1.5. The submitted plan must indicate all work to be done, i.e., type of dish, size, a full description, it's location on the building, anchoring, and method of sealing wall(s) and attachments. Site location will be contingent upon Mutual approval.
- 2.3** The Mutual Member assumes all responsibility for any damage including, but not limited to, roof or wall damage, or damage from moisture intrusion resulting from improper installation of the satellite dish.
- 2.4** No satellite dish will be permitted which may become hazardous to other residents or workmen due to its location or dimensions.
- 2.5** Any satellite dish must be made easily removable as required for performance of maintenance. In the event a satellite dish must be removed it shall be the Mutual Member's responsibility to remove and properly store the dish until such time that maintenance work has been completed. The cost of removal, storage and re-installation shall be borne by the Mutual Member.
- 2.6** Any satellite dish installation must follow all guidelines set forth by the Federal Communications Commission's Over-the-Air-Reception-Devices rule (OTARD).
- 2.7** Any installation violating these guidelines is subject to immediate removal at the sole cost of the Mutual Member, and the restoration of any Mutual property, at the Member's expense.
- 2.8** Should the proposed location of a satellite dish be in an area that is technically Common Area, e.g., the roof, then the applicant is required to execute and submit to Third Laguna Hills Mutual, prior to installation of a dish, the "Agreement Regarding Satellite Dish Installation on Common Area Property" or similarly titled document.

3.0 INSTALLATION GUIDELINES

- 3.1 Satellite dish installation is permitted on Exclusive Use Common Area, i.e., patios. The dish must stay within footprint of patio.
- 3.2 Satellite dish installation is permitted on building fascias of **detached manors only**. The resident shall make all efforts to install a satellite dish that will not be visible from neighboring street(s). Satellite dishes must be installed no less than twenty (20) feet from the corner of the building closest to the street, and cannot be attached on a side of the building that faces the street.
- 3.3 For satellite dish installations on building fascias of detached manors, the mounting bracket and its perimeter bolt pattern must fully fit onto the fascia, with no overhang.
- 3.4 Satellite dish installation is permitted on **flat roofs** when the location does not interfere with the overall visual continuity of the manor and/or surrounding area. No satellite dish or any portion of a satellite dish and its related Members shall be attached to any built-up roofing on a flat roof. See 2.2 for installation criteria.
- 3.5 To install a dish on a **flat roof**, mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" cinderblocks (see Example 1 below).
- 3.6 For installation of a satellite dish onto a **flat PVC cool roof**, the member must install a 3' X 3' satellite dish pad provided by the Mutual's roofing contractor at the expense of the Member.
- 3.7 Only one (1) satellite dish per manor is allowed.
- 3.8 Any satellite dish installed on Common Area shall not exceed a diameter of 36".
- 3.9 No coaxial cable shall be larger than ½" in diameter.
- 3.10 Fasteners shall be properly sealed to prevent moisture intrusion. Sealants shall be specifically manufactured for the application for which it is used.
- 3.11 Drilling through a roof is prohibited.
- 3.12 Mounting a satellite dish on a chimney is prohibited.
- 3.13 Utilization of any GRF Broadband installation and/or equipment is prohibited.
- 3.14 Mounting of a satellite dish to PVC, ABS or plumbing vent pipes is prohibited.
- 3.15 No modifications to any fascia, rain gutter or plumbing vent shall be permitted. A satellite dish installation shall not obstruct a rain gutter or plumbing vent in any way.

- 3.16** It is recommended that satellite dishes and installation materials be grounded in accordance with the National Electric Code.



Example 1: Non-Penetrating Satellite Dish Roof Mount

Third Laguna Hills Mutual

Section 5B - Satellite Dishes: 2 Story Buildings

ADOPTED NOVEMBER 2006, RESOLUTION 03-06-58

REVISED APRIL 2007, RESOLUTION 03-07-32

GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49

REVISED NOVEMBER 2013, RESOLUTION 03-13-XXX

- 1.1 **PERMITS AND FEES:** A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Permits and Inspections office with City permit number(s) prior to beginning work.
- 1.2 **MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.
- 1.3 **CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).
- 1.4 **WORK HOURS:** No work shall commence prior to 7:00a.m. and no work shall be permitted after 6:00p.m. Monday through Friday. Work on Saturday shall be permitted from 9:00a.m – 2:00p.m. for work which results in construction-related noise (e.g. cutting tile, hammering, use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00a.m. – 6:00p.m. No work whatsoever shall be permitted on Sunday.
- 1.5 **PLANS:** The Member applying for a permit shall provide to the Permits and Inspections office a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 **DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor is responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's or Member's dumpsters, if required, must have location approved by the Permits and Inspections office.
- 1.7 **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.

- 1.8 CONTRACTOR'S CONDUCT:** Member's contractor's, their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.

2.0 GENERAL GUIDELINES

- 2.1** Any installation permitted in Mutual Common Area at two story buildings must follow all guidelines set forth by the following Mutual Alteration Standard.
- 2.2** Prior to installation of any satellite dish, a plan and the specifications of all proposed work and equipment must be submitted for approval as specified in Section 1.5. The submitted plan must indicate all work to be done, i.e., type of dish, size, a full description, it's location on the building, anchoring, and method of sealing wall(s) and attachments. Site location will be contingent upon Mutual approval.
- 2.3** The Mutual Member assumes all responsibility for any damage including, but not limited to, roof or wall damage, or damage from moisture intrusion resulting from improper installation of the satellite dish.
- 2.4** No satellite dish will be permitted which may become hazardous to other residents or workmen due to its location or dimensions.
- 2.5** Any satellite dish must be made easily removable as required for performance of maintenance. In the event a satellite dish must be removed it shall be the Mutual Member's responsibility to remove and properly store the dish until such time that maintenance work has been completed. The cost of removal, storage and re-installation shall be borne by the Mutual Member.
- 2.6** Any satellite dish installation must follow all guidelines set forth by the Federal Communications Commission's Over-the-Air-Reception- Devices rule (OTARD).
- 2.7** Any installation violating these guidelines is subject to immediate removal at the sole cost of the Mutual Member, and restoration of any Mutual property, at the Member's expense.
- 2.8** Should the proposed location of a satellite dish be in an area that is technically Common Area, e.g., the roof, then the applicant is required to execute and submit to Third Laguna Hills Mutual, prior to installation of a dish, the "Agreement Regarding Satellite Dish Installation on Common Area Property" or similarly titled document.

3.0 INSTALLATION GUIDELINES

- 3.1 Satellite dish installation is permitted on Exclusive Use Common Area, e.g. patios or balconies. Dish must stay within footprint of patio or perimeter of balcony railing.
- 3.2 Only one (1) satellite dish per manor is allowed.
- 3.3 Any satellite dish installed on Common Area shall not exceed a diameter of 36", with the exception of manor types listed in paragraph 3.16 herein.
- 3.4 No coaxial cable shall be larger than ½" diameter.
- 3.5 Unless otherwise specified, coaxial cable shall be encased in ½", 26 gauge steel wiremold fastened to the surface of the wall with ½" mounting clips and anchors, specified for stucco, attached every four feet. Wiremold shall be painted to match the surface to which it is attached **prior to installation**. Fasteners shall be properly sealed to prevent moisture intrusion. Sealants shall be specifically manufactured for the application for which it is used.
- 3.6 Drilling through a roof is prohibited.
- 3.7 Utilization of any GRF Broadband installation and/or equipment is prohibited.
- 3.8 Mounting of a satellite dish to PVC, ABS, plumbing vent pipes is prohibited.
- 3.9 No satellite dish or any portion of a satellite dish and its related members shall be attached to any built-up roofing on a flat roof.
- 3.10 Mounting a satellite dish on a chimney is prohibited.
- 3.11 No modifications to any fascia, rain gutter or plumbing vent shall be permitted. A satellite dish installation shall not obstruct a rain gutter or plumbing vent in any way.
- 3.12 It is recommended that satellite dishes and installation materials be grounded in accordance with the National Electric Code.
- 3.13 **Buildings with flat roof and mansard roof**
 - (a) Place the satellite dish approximately 15 feet from the edge of the flat roof above the manor for which the service is being provided. At no time can the dish be mounted on the side of the building or to existing fascias.
 - (b) For installation of a satellite dish onto a **flat PVC cool roof**, the member must install a 3' X 3' satellite dish pad provided by the Mutual's roofing contractor at the expense of the Member.

- (c) Mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" cinderblocks (see Example 1 below).
- (d) Extend the coaxial cable from the dish, across the surface of the roof, to the mansard roof. Continue over the mansard roof and rain gutter, firmly and without slack, until the coaxial cable reaches the overhang. (Do not alter or damage the tile or rain gutter in any way.
- (e) Attach wiremold to the overhang, continue in a straight line to the wall of the building, and down vertically and horizontally, as required, to provide entry to the manor 24" from the floor. Encase the coaxial cable in the attached wiremold. Penetrate the wall to bring coaxial cable into the manor. (See 3.5)
- (f) Do not place wiremold within 18" of balconies, balcony railings or balcony overhangs. Do not place wiremold across any part of an overhang vent or near, or on, windows. Do not alter or damage wall-mounted air conditioners.

3.14 Buildings with flat roof and parapet

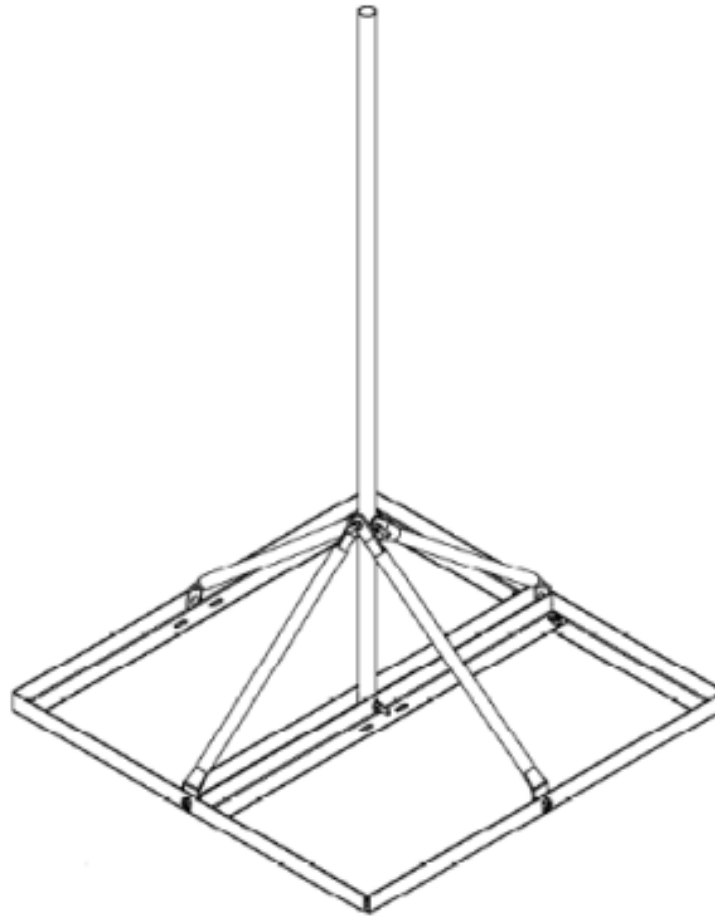
- (a) Place the satellite dish on the flat roof approximately 15 feet from the parapet above the manor for which the service is being provided. At no time can the dish be mounted on the side of the building or to existing fascias.
- (b) For installation of a satellite dish onto a **flat PVC cool roof**, the member must install a 3' X 3' satellite dish pad provided by the Mutual's roofing contractor at the expense of the Member.
- (c) Mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" cinderblocks (see Example 1 below).
- (d) Extend the coaxial cable from the dish across the surface of the flat roof to the parapet. Continue the coaxial cable up the wall of the parapet, over the crown, and down until it is several inches below an existing wire- mold installation. (Do not attach the coaxial cable to the interior wall of the parapet with fasteners.) Attach new wiremold immediately below the existing wiremold installation and continue vertically and horizontally as required to reach the manor 24" from the floor. Encase the coaxial cable in the attached wiremold. Penetrate the wall to bring coaxial cable into the manor. (See 3.5)
- (e) Do not use, alter or damage existing wire mold installation.

3.15 Seville

- (a) Place the satellite dish approximately 15 feet from the edge of the flat roof above the manor for which the service is being provided. At no time can the dish be mounted on the side of the building, existing fascias, or on roof beams.
- (b) For installation of a satellite dish onto a **flat PVC cool roof**, the member must install a 3' X 3' satellite dish pad provided by the Mutual's roofing contractor at the expense of the Member.
- (c) Mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" cinderblocks (see Example 1 below).
- (d) Extend the coaxial cable from the dish across the surface of the roof to the fascia. Attach the coaxial cable to the inside of the fascia and continue down to a location that is directly in line above the room selected for installation of the jack. Attach the coaxial cable to the overhang and continue to the wall of the building. Attach wiremold to the wall, vertically, in a straight line down to provide entry to the manor 24" from the floor. Encase the coaxial cable in the attached wiremold. Penetrate the wall to bring coaxial cable into the manor. (See 3.5)
- (e) Do not use, alter or damage existing wiremold installation. Do not alter or damage rain gutters.

3.16 Catalina, Casa Milano, La Quinta and Villa Lugano series

- (a) Mounting of satellite dishes on buildings is permitted only upon approval of Permits and Inspections office of a detailed plan indicating all work to be done, i.e., size, location, description and specifications.
- (b) Satellite dish installation is permitted on Exclusive Use Common Area, e.g., patios or balconies. Dish must stay within footprint of patio of perimeter of balcony railing.



Example 1: Non-Penetrating Satellite Dish Roof Mount

Third Laguna Hills Mutual

Section 5C - Satellite Dishes: 3 Story Buildings

ADOPTED NOVEMBER 2006, RESOLUTION 03-06-59

REVISED APRIL 2007, RESOLUTION 03-07-33

GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49

REVISED NOVEMBER 2013, RESOLUTION 03-13-XXX

1.0 GENERAL REQUIREMENTS

- 1.1 **PERMITS AND FEES:** A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Permits and Inspections office with City permit number(s) prior to beginning work.
- 1.2 **MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.
- 1.3 **CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).
- 1.4 **WORK HOURS:** No work shall commence prior to 7:00a.m. and no work shall be permitted after 6:00p.m. Monday through Friday. Work on Saturday shall be permitted from 9:00a.m – 2:00p.m. for work which results in construction-related noise (e.g. cutting tile, hammering, use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00a.m. – 6:00p.m. No work whatsoever shall be permitted on Sunday.
- 1.5 **PLANS:** The Member applying for a permit shall provide to the Permits and Inspections office a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 **DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor is responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's or Member's dumpsters, if required, must have location approved by the Permits and Inspections office.
- 1.7 **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.

- 1.8 CONTRACTOR'S CONDUCT:** Member's contractor's, their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.

2.0 GENERAL GUIDELINES

- 2.1** Any installation permitted in Mutual Common Area at three story buildings must follow all guidelines set forth by the following Mutual Alteration Standard.
- 2.2** Prior to installation of any satellite dish, a plan and the specifications of all proposed work and equipment must be submitted for approval as specified in Section 1.5. The submitted plan must indicate all work to be done, i.e., type of dish, size, a full description, it's location on the building, anchoring, and method of sealing wall(s) and attachments. Site location will be contingent upon Mutual approval.
- 2.3** The Mutual Member assumes all responsibility for any damage including, but not limited to, roof or wall damage, or damage from moisture intrusion resulting from improper installation of the satellite dish.
- 2.4** No satellite dish will be permitted which may become hazardous to other residents or workmen due to its location or dimensions.
- 2.5** Any satellite dish must be made easily removable as required for performance of maintenance. In the event a satellite dish must be removed it shall be the Mutual Member's responsibility to remove and properly store the dish until such time that maintenance work has been completed. The cost of removal, storage and re-installation shall be borne by the Mutual Member.
- 2.6** Any satellite dish installation must follow all guidelines set forth by the Federal Communications Commission's Over-the-Air-Reception- Devices rule (OTARD).
- 2.7** Any installation violating these guidelines is subject to immediate removal at the sole cost of the Mutual Member, and restoration of any Mutual property, at the Member's expense.
- 2.8** Should the proposed location of a satellite dish be in an area that is technically Common Area, e.g., the roof, then the applicant is required to execute and submit to Third Laguna Hills Mutual, prior to installation of a dish, the "Agreement Regarding Satellite Dish Installation on Common Area Property" or similarly titled document.

3.0 INSTALLATION GUIDELINES

- 3.1 Satellite dish installation is permitted on Exclusive Use Common Area, e.g. patios or balconies. Dish must stay within footprint of patio or perimeter of balcony railing.
- 3.2 Only one (1) satellite dish per manor is allowed.
- 3.3 Any satellite dish installed on Common Area shall not exceed a diameter of 36", with the exception of manor types listed in paragraph 3.15 herein.
- 3.4 No coaxial cable shall be larger than 1/2" in diameter.
- 3.5 Unless otherwise specified, coaxial cable shall be encased in 1/2", 26 gauge steel wiremold fastened to the surface of the wall with 1/2" mounting clips and anchors, specified for stucco, attached every four feet. Wiremold shall be painted to match the surface to which it is attached **prior to installation**. Fasteners shall be properly sealed to prevent moisture intrusion. Sealants shall be specifically manufactured for the application for which it is used.
- 3.6 Drilling through a roof is prohibited.
- 3.7 Utilization of any GRF Broadband installation and/or equipment is prohibited.
- 3.8 Mounting of a satellite dish to PVC, ABS or plumbing vent pipes is prohibited.
- 3.9 No satellite dish or any portion of a satellite dish and its related members shall be attached to any built-up roofing on a flat roof.
- 3.10 No modifications to any fascia, rain gutter or plumbing vent shall be permitted. A satellite dish installation shall not obstruct a rain gutter or plumbing vent in any way.
- 3.11 It is recommended that satellite dishes and installation materials be grounded in accordance with the National Electric Code.
- 3.12 **Garden Villa-type buildings with a mansard roof**
 - (a) Place the satellite dish approximately 15 feet from the edge of the flat roof above the manor for which the service is being provided. Coaxial cable installation is permitted on exterior walls but is prohibited on interior walls facing the courtyard. At no time can the dish be mounted on the side of the building or to existing fascias.
 - (b) For installation of a satellite dish onto a **flat PVC cool roof**, the member must install a 3' X 3' satellite dish pad provided by the Mutual's roofing contractor at the expense of the Member.

- (c) Mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" cinderblocks (see Example 1 below).
- (d) Extend the coaxial cable from the dish, across the surface of the roof, to the mansard roof. Continue over the mansard roof and rain gutter, firmly and without slack, until the coaxial cable reaches the overhang. Do not alter or damage the tile or rain gutter in any way.
- (e) Attach wiremold to the overhang, continue in a straight line to the wall of the building, and down vertically and horizontally as required to provide entry to the manor 24" from the floor. Encase the coaxial cable in the attached wiremold. Penetrate the wall to bring coaxial cable into the manor. (See 3.5).
- (f) Do not place wiremold within 18" of balconies, balcony railings or balcony overhangs. Do not place wiremold across any part of an overhang vent or near, or on, windows. Do not alter or damage wall-mounted air conditioners.

3.13 LH2Is with an overall flat roof and mansard roof

- (a) Place the satellite dish approximately 15 feet from the edge of the flat roof above the manor for which the service is being provided. Coaxial cable installation is permitted on the back and end walls but is prohibited on the front wall of the building. At no time can the dish be mounted on the side of the building or to existing fascias.
- (b) For installation of a satellite dish onto a **flat PVC cool roof**, the member must install a 3' X 3' satellite dish pad provided by the Mutual's roofing contractor at the expense of the Member.
- (c) Mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" cinderblocks (see Example 1 below).
- (d) Extend the coaxial cable from the dish, across the surface of the flat roof and down the fascia. Continue over the mansard roof and rain gutter, firmly and without slack, until the coaxial cable reaches the wall of the building. Do not alter or damage the tile or rain gutter in any way.
- (e) Attach wiremold to the wall immediately below the rain gutter and continue down vertically and horizontally as required to provide entry to the manor 24" from the floor. Encase the coaxial cable in the attached wiremold. Penetrate the wall to bring coaxial cable into the manor. (See 3.5)

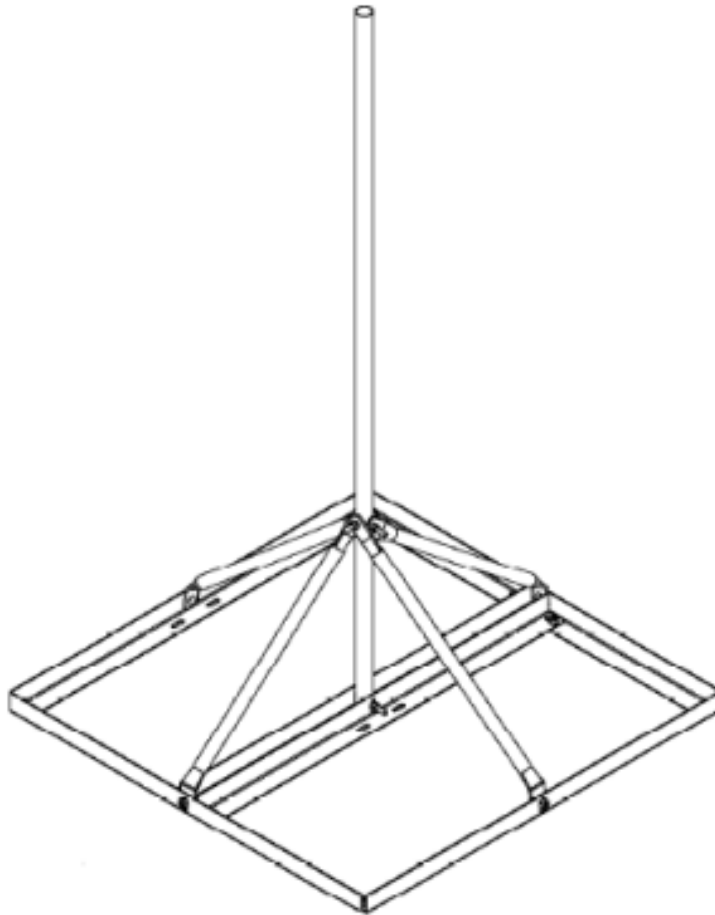
- (f) Do not place wiremold within 18" of balconies, balcony railings or balcony overhangs. Do not place wiremold across any part of an overhang vent or near, or on, windows. Do not alter or damage wall-mounted air conditioners.

3.14 LH2Is with flat elevated center roof and mansard roof

- (a) Place the satellite dish in the approximate center of the elevated flat roof above the manor for which the service is being provided. Coaxial cable installation is permitted on the back and end walls but is prohibited on the front of the building. At no time can the dish be mounted on the side of the building or existing fascias.
- (b) For installation of a satellite dish onto a **flat PVC cool roof**, the member must install a 3' X 3' satellite dish pad provided by the Mutual's roofing contractor at the expense of the Member.
- (c) Mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" cinderblocks (see Example 1 below).
- (d) Extend the coaxial cable from the dish across the surface of the flat elevated roof, and continue downward, firmly and without slack, over the mansard roof until the coaxial cable reaches the rain gutter or fascia. Do not alter or damage the fascia or rain gutter in any way.
- (e) Attach wiremold to the overhang, continue in a straight line to the wall of the building, and down vertically and horizontally, as required, to provide entry to the manor 24" from the floor. Encase the coaxial cable in the attached wiremold. Penetrate the wall to bring coaxial cable into the manor. (See 3.5)
- (f) Do not place wiremold within 18" of balconies, balcony railings or balcony overhangs. Do not place wiremold across any part of an overhang vent or near, or on, windows. Do not alter or damage wall-mounted air conditioners.

3.15 LH2Is with sloping overall tile roof

Satellite dish installation on the roof, side of building, or fascias is prohibited. Satellite dish installation is permitted on Exclusive Use Common Area, e.g., patios or balconies. Dish must stay within footprint of patio or perimeter of balcony railing.



Example 1: Non-Penetrating Satellite Dish Roof Mount