

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THIRD LAGUNA HILLS MUTUAL
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION
January 19, 2016

The Regular Meeting of the Third Laguna Hills Mutual Board of Directors, a California non-profit mutual benefit corporation, was held on Tuesday, January 19, 2016 at 9:30 A.M. at 24351 El Toro Road, Laguna Woods, California.

Directors Present: Jim Matson, Bert Moldow, Rosemarie di Lorenzo Dickins, Ray Gros, Bunny Carpenter, Burt Baum, David Finley, Bill Walsh

Directors Absent: Wei-Ming Tao, James Tung

Staff Present: Open Session: Cris Robinson, Kim Taylor, and Wendy Panizza
Executive Session: Cris Robinson, Kim Taylor, Wendy Panizza, Zorha Cronin, Blessilda Fernandez

Others Present: Denver Andrews, Jr. Esq. - Law Offices of Denver R. Andrews, Jr. (Executive Session)

CALL TO ORDER

Jim Matson, President of the Corporation, chaired and opened the meeting, and stated that it was a Regular Meeting held pursuant to notice duly given. A quorum was established, and the meeting was called to order at 9:30 A.M.

PLEDGE OF ALLEGIANCE

Director Bill Walsh led the Membership in the Pledge of Allegiance.

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

Director di Lorenzo Dickins moved to approve the agenda as written. President Matson seconded the motion. By a vote of 8-0-0 the motion carried.

CHAIR'S REMARKS

President Matson announced the completion of the Management Agreement between Third Mutual and Village Management Services, Inc. President Matson spoke to the passing of Burns Nugent and his accomplishments on the various Boards throughout the years.

APPROVAL OF THE MINUTES

Director di Lorenzo Dickins moved to approve the regular Open Board meeting minutes of December 15, 2015 and the special open minutes of January 4, 2016, as written. Director Carpenter seconded the motion. By a vote of 8-0-0 the motion carried.

CONSENT CALENDAR

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

Maintenance and Construction Committee Recommendations:

- 3437-B Deny request for a rear patio extension at Manor
- 3494-B Deny request to install an aluminum patio cover and partial enclosure on the previously extended rear patio at Manor
- 3497-A Deny request for a built-in storage cabinet on the rear patio at Manor
- 4020-B Approve request to retain a built-in storage cabinet on the rear patio at Manor, with contingencies
- 4020-B Deny request to waive the requirement that all doors and windows on the same wall must be retrofitted concurrently at Manor

Maintenance and Construction Common Area - Variance Request Resolutions:

RESOLUTION 03-16-01

Common Area - Variance Request

WHEREAS, Zachi Bigaleizn of 2257-U Via Puerta, Third Laguna Hills Mutual, submitted a request for a variance to construct an alteration on Common Area as defined in the Declaration of Covenants, Conditions and Restrictions (CC&Rs); and

WHEREAS, Third Laguna Hills Mutual Board of Directors (the Board) has considered the request utilizing the Common Area Use Policy as approved by the Board via Resolution 03-14-24 as revised in accordance with California Civil Code § 4600 on March 18, 2014;

NOW THEREFORE BE IT RESOLVED, on January 19, 2016, the Board of Directors hereby approves the request for a variance to grant exclusive use of the subject common area to the requesting member due to the finding that the proposed alteration meets the following criteria:

1. Compliance with Community Standards.
2. Neighbor Awareness Forms were submitted from affected neighbors.
3. The area of the proposed alteration is located at least partially in Common Area.
4. The alteration would relieve the Mutual of the burden of management and maintenance of an area which is generally inaccessible and not of general use to the other members of Third.
5. The member is required to complete the Agreement Regarding Permitted Alteration of Common Area (the "Common Area Agreement").

RESOLVED FURTHER, the member is required to comply with all of the contingencies as presented in the report and approved by the Board; and

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

RESOLUTION 03-16-02

Common Area - Variance Request

WHEREAS, Rodney Borkowski of 3497-A Monte Hermoso, Third Laguna Hills Mutual, submitted a request for a variance to construct an alteration on Common Area as defined in the Declaration of Covenants, Conditions and Restrictions (CC&Rs); and

WHEREAS, Third Laguna Hills Mutual Board of Directors (the Board) has considered the request utilizing the Common Area Use Policy as approved by the Board via Resolution 03-14-24 as revised in accordance with California Civil Code § 4600 on March 18, 2014;

NOW THEREFORE BE IT RESOLVED, on January 19, 2016, the Board of Directors hereby approves the request for a variance to grant exclusive use of the subject common area to the requesting member due to the finding that the proposed alteration meets the following criteria:

5. Compliance with Community Standards.
6. Neighbor Awareness Forms were submitted from affected neighbors.
7. The area of the proposed alteration is located at least partially in Common Area.
8. The alteration would relieve the Mutual of the burden of management and maintenance of an area which is generally inaccessible and not of general use to the other members of Third.
6. The member is required to complete the Agreement Regarding Permitted Alteration of Common Area (the "Common Area Agreement").

RESOLVED FURTHER, the member is required to comply with all of the contingencies as presented in the report and approved by the Board; and

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

RESOLUTION 03-16-03

Common Area - Variance Request

WHEREAS, Steve Seung Yil Koh of 5248 Duenas, Third Laguna Hills Mutual, submitted a request for a variance to construct an alteration on Common Area as defined in the Declaration of Covenants, Conditions and Restrictions (CC&Rs); and

WHEREAS, Third Laguna Hills Mutual Board of Directors (the Board) has considered the request utilizing the Common Area Use Policy as approved by the Board via Resolution 03-14-24 as revised in accordance with California Civil Code § 4600 on March 18, 2014;

NOW THEREFORE BE IT RESOLVED, on January 19, 2016, the Board of Directors hereby approves the request for a variance to grant exclusive use of the subject common area to the requesting member due to the finding that the proposed alteration meets the following criteria:

9. Compliance with Community Standards.
10. Neighbor Awareness Forms were submitted from affected neighbors.
11. The area of the proposed alteration is located at least partially in Common Area.
12. The alteration would relieve the Mutual of the burden of management and maintenance of an area which is generally inaccessible and not of general use to the other members of Third.
7. The member is required to complete the Agreement Regarding Permitted Alteration of Common Area (the "Common Area Agreement").

RESOLVED FURTHER, the member is required to comply with all of the contingencies as presented in the report and approved by the Board; and

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

RESOLUTION 03-16-04

Common Area - Variance Request

WHEREAS, Jennifer Hwang of 5422 Calle Carmenita, Third Laguna Hills Mutual, submitted a request for a variance to construct an alteration on Common Area as defined in the Declaration of Covenants, Conditions and Restrictions (CC&Rs); and

WHEREAS, Third Laguna Hills Mutual Board of Directors (the Board) has considered the request utilizing the Common Area Use Policy as approved by the Board via Resolution 03-14-24 as revised in accordance with California Civil Code § 4600 on March 18, 2014;

NOW THEREFORE BE IT RESOLVED, on January 19, 2016, the Board of Directors hereby approves the request for a variance to grant exclusive use of the subject common area to the requesting member due to the finding that the proposed alteration meets the following criteria:

13. Compliance with Community Standards.
14. Neighbor Awareness Forms were submitted from affected neighbors.
15. The area of the proposed alteration is located at least partially in Common Area.
16. The alteration would relieve the Mutual of the burden of management and maintenance of an area which is generally inaccessible and not of general use to the other members of Third.

8. The member is required to complete the Agreement Regarding Permitted Alteration of Common Area (the "Common Area Agreement").

RESOLVED FURTHER, the member is required to comply with all of the contingencies as presented in the report and approved by the Board; and

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

Finance Committee Recommendations:

RESOLUTION 03-16-05

Filing of Separate Small Claims Court Case

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, January 19, 2016, that the Board of Directors hereby approves the filing of a separate Small Claims Court case for: Member ID 934-500-45; 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

Ms. Cris Robinson, Legal Affairs Manager, updated the membership on ongoing GRF projects within the Community.

MEMBER COMMENTS

Third Mutual Members were given the opportunity to speak to items that are not on the agenda.

- Fred Sherman (3161-A) asked for an update on solar and dry rot matters in the Mutual.
- Mareka Raima-Montegnies (5519-3C) commented on a request she submitted regarding various items concerning building 5519. Various items included cleaning of the mailroom, the rec room, and painting of the buildings trim.
- Len Jarrett (4010-1C) thanked the Board for their work in the community, spoke to reserves, and asked the Board to attend Garden Villa Meetings.

DIRECTORS' RESPONSES TO MEMBER COMMENTS

Directors Finley, Moldow, Walsh, di Lorenzo Dickins, Gros, Carpenter, Baum briefly responded to Member Comments.

UNFINISHED BUSINESS

Director Burt Baum, Secretary of the Corporation, read a proposed resolution adopting Alteration Standard 46 Master Bedroom Extensions Casa Grande and Villa Paraisa, which was postponed in November to comply with Civil Code §4360. Director Moldow moved to approve the resolution. Director di Lorenzo Dickins seconded the motion.

By a vote of 8-0-0 the motion carried and the Board approved the following resolution:

RESOLUTION 03-16-06

Section 46 Master Bedroom Extensions

WHEREAS, the Maintenance & Construction Committee of this Corporation recognizes the need to develop an Alteration standard for master bedroom extensions;

NOW THEREFORE BE IT RESOLVED, January 19, 2015, that Section 46 Master Bedroom Extensions Casa Grande and Villa Paraisa of the Mutual Alteration Standards is hereby adopted as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution M3-96-28, adopted May 21, 1996, which approved the Third Laguna Hills Mutual Standards, is hereby amended; 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 Burt Baum, Secretary of the Corporation, read a proposed resolution adopting revisions to Resolution 03-15-134 Standard Replacement Toilet, which was postponed in December to comply with Civil Code §4360. Director di Lorenzo Dickins moved to approve the resolution. Director Moldow seconded the motion.

By a vote of 8-0-0 the motion carried and the Board approved the following resolution:

RESOLUTION 03-16-07

Replacement Toilet at Manor Transfer

WHEREAS, recent changes to the California Civil Code and the Uniform Plumbing Code have mandated that all high-water usage toilets in commercial property as well as single and multi-family residential properties be replaced with water-conserving plumbing fixtures; and

WHEREAS, California Civil Code 1101.4 requires that on or before **January 1, 2017**, noncompliant plumbing fixtures in any *single-family* residential real property shall be replaced with water-conserving plumbing fixtures; and

WHEREAS, California Civil Code 1101.5 requires that on or before **January 1, 2019**, all noncompliant plumbing fixtures in any *multifamily* residential real property shall be replaced with water-conserving plumbing fixtures; and

WHEREAS, California Civil Code 1101.3.1 defines water conserving toilets as any toilet manufactured to use ~~less than~~ 1.6 gallons **or less** of water per flush; and

WHEREAS, California *Plumbing* Code 402.2.2.1 requires that single flush toilets installed on or after July 1, 2011, shall have an effective flush volume that does not exceed 1.28 gallons (4.8 liters) when tested in accordance with ASME A112.19.2, Standard for Vitreous China; and

NOW THEREFORE BE IT RESOLVED, ~~September 15, 2015~~ January 19, 2016, that the Board of Directors of this Corporation hereby requires that prior to the date any record fee title to a Manor is transferred, ~~and when a Manor is leased/rented~~, the Manor Owner must replace all non-compliant toilets within their Manor with toilets which meet or exceed the applicable California Civil and Building Code requirements for toilets and have a 3 inch flush valve, are ADA and WaterSense qualified, and at Manors where no waste line drainage problems exist the compliant toilets may have a greater than or equal to 600 grams per flush MaP rating and at Manors where waste line drainage problems do exist the compliant toilets must have a greater than or equal to 1000 grams per flush MaP rating; and

RESOLVED FURTHER, that any 1.6 gallon per flush or lower toilets installed in a manor prior to May 19, 2015 are considered compliant with California Civil requirements for toilets and will not require replacement under this resolution; and

RESOLVED FURTHER, that Resolution ~~03-15-70~~ 03-15-134, adopted ~~May 19, 2015~~ September 15, 2015, is 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 di Lorenzo Dickins moved to approve revisions to the agreement regarding solar panel installation on common area property, as attached to the official minutes of this meeting, which was postponed in December to comply with Civil Code §4360. Director Walsh seconded the motion. By a vote of 8-0-0 the motion carried and the agreement was approved.

Director Burt Baum, Secretary of the Corporation, read a proposed resolution adopting revisions to Alteration Standard 41 Solar Panels, 1 Story Buildings, which was postponed in December to comply with Civil Code §4360. Director Baum moved to approve the resolution. Director Moldow seconded the motion.

By a vote of 8-0-0 the motion carried and the Board approved the following resolution:

RESOLUTION 03-16-08

Alteration Standard Section 41 Solar Panels, 1 Story Buildings

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

WHEREAS, the Maintenance & Construction Committee of this Corporation recognizes the need to amend a portion of the Mutual Alteration Standards with regard to Section 41 Solar Panels, 1 Story Buildings;

NOW THEREFORE BE IT RESOLVED, January 19, 2016, that Mutual Alteration Standard Section 41 Solar Panels, 1 Story Buildings is hereby amended as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution 03-14-107, adopted October 21, 2014 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 this resolution as written.

Director Burt Baum, Secretary of the Corporation, read a proposed resolution adopting revisions to Alteration Standard 45 Solar Panels, 2 Story Buildings, which was postponed in November to comply with Civil Code §4360. Director Baum moved to approve the resolution. Director Moldow seconded the motion.

By a vote of 8-0-0 the motion carried and the Board approved the following resolution:

RESOLUTION 03-16-09

Alteration Standard Section 45 Solar Panels, 2 Story Buildings

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

WHEREAS, the Maintenance & Construction Committee of this Corporation recognizes the need to amend a portion of the Mutual Alteration Standards with regard to Section 45 Solar Panels, 2 Story Buildings;

NOW THEREFORE BE IT RESOLVED, January 19, 2016, that Mutual Alteration Standard Section 45 Solar Panels, 2 Story Buildings is hereby amended as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution 03-14-108, adopted October 21, 2014 is hereby superseded and cancelled; and

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

Director Burt Baum, Secretary of the Corporation, read a proposed resolution adopting revisions to the Mutual Committee Assignments. Director di Lorenzo Dickins moved to approve the resolution. Director Walsh seconded the motion.

By a vote of 8-0-0 the motion carried and the Board approved the following resolution:

RESOLUTION 03-16-10

Mutual Committee Appointments

RESOLVED, January 19, 2016, 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

Jim Matson, Chair
Rosemarie di Lorenzo Dickins
James Tung

City Council Representative
Per Rotation List

Communications Committee

Rosemarie di Lorenzo Dickins, Chair
Bert Moldow
Burt Baum
Bill Walsh
Bunny Carpenter
Non-Voting Advisors: ~~Jean Milliman~~, Carol St. Hillaire

Electrical Vehicle Charging Ad Hoc Committee

Ray Gros
David Finley
Non-Voting Advisors: Steven Leonard

Energy Committee

Bert Moldow, Chair
~~James Tung~~
Burt Baum
Bill Walsh
Wei-Ming Tao
John Frankel
Non-Voting Advisors: Steven Leonard, Leon St. Hillaire

Executive Hearing Committee

Rosemarie di Lorenzo Dickins, Chair
James Tung
Ray Gros
David Finley

Finance (Committee of the Whole)

Wei-Ming Tao, Chair
Rosemarie di Lorenzo Dickins, Vice Chair
Non-Voting Advisors: Colin Johnston, John Davis, John Hess

Garden Villa Recreation Room Subcommittee

Rosemarie di Lorenzo Dickins, Chair
Bunny Carpenter
Bert Moldow
Voting Advisors: Lenta Jarrett, Sharon Molineri, **Stewart Hack**

Laguna Woods Village Traffic Hearings

Ray Gros

Landscape

James Tung, Chair
Bunny Carpenter – Vice Chair
Bill Walsh
Non-Voting Advisors: John Dudley, Reza Vazirian

Maintenance and Construction (Committee of the Whole)

Bert Moldow, Chair
Bunny Carpenter, ~~Vice Chair~~
David Finley, 2nd **Vice Chair**
John Frankel, 2nd Vice Chair
Non-Voting Advisors: Robert Sherinian, ~~John Frankel~~

Meet and Confer

Jim Matson, Chair
James Tung
Ray Gros

New Resident Orientation

Per Rotation List

Paint Color Subcommittee

Jim Matson, Chair
Rosemarie di Lorenzo Dickins
Non-Voting Advisor: Ruth Matson

Resident Problem Resolution Services

Ray Gros, Chair
Jim Matson

Burt Baum

Slope Renovation/Turf Conversion Sub-Committee

Jim Matson, Chair

James Tung

~~Bill Walsh~~

Non-Voting Advisor: TBD

Standards Subcommittee

James Tung

Ray Gros

David Finley

Non-Voting Advisor: TBD

Water Conservation Committee

James Tung, Chair

Jim Matson

Laguna Canyon Foundation

Ray Gros

RESOLVED FURTHER, that Resolution 03-15-172, adopted November 17, 2015 is hereby superseded and canceled.

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 Burt Baum, Secretary of the Corporation, read a proposed resolution adopting revisions to the GRF Committee Assignments. Director di Lorenzo Dickins moved to approve the resolution. Director Walsh seconded the motion.

By a vote of 8-0-0 the motion carried and the Board approved the following resolution:

RESOLUTION 03-16-11

GRF Committee Appointments

RESOLVED, January 19, 2016, that in compliance with Article 7, Section 7.3 of the Golden Rain Foundation Bylaws, the following persons are hereby appointed to serve on the committees of the Golden Rain Foundation:

Business Planning Committee

Jim Matson

Wei-Ming Tao

Clubhouse 2 Renovation Ad Hoc Committee

~~Jim Matson~~

Bill Walsh

Bert Moldow

Energy Committee

Bert Moldow
Bill Walsh

Community Activities Committee

Rosemarie di Lorenzo Dickins
Burt Baum

Finance Committee

Wei-Ming Tao
Rosemarie di Lorenzo Dickins

Landscape Committee

James Tung
Bunny Carpenter
Bill Walsh, Alternate

Maintenance and Construction Committee

Bunny Carpenter
John Frankel
Bert Moldow
David Finley, Alternate

Media and Communication Committee

Rosemarie di Lorenzo Dickins
Bill Walsh

Mobility and Vehicles Committee

Ray Gros
David Finley

Security and Community Access Committee

Ray Gros
Burt Baum

RESOLVED FURTHER, that Resolution 03-14-158, adopted October 20, 2015, is hereby superseded and canceled.

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.

NEW BUSINESS

Director di Lorenzo Dickins moved to ratify the signing of the entry license agreement for the city contractor for trapping dangerous animals on Village property. Director Moldow seconded the motion. By a vote of 8-0-0 the motion carried.

Director di Lorenzo Dickins moved to appoint Directors Carpenter, Tao, and di Lorenzo Dickins as an Alternate to the GRF Ad Hoc Committee to review the annual contract Renewal Process. Director Walsh seconded the motion. By a vote of 8-0-0 the motion carried.

Director di Lorenzo Dickins moved to not renew the CAI Board Membership for 2016. Director Moldow seconded the motion.

Member Isabel Muennichow (5285) commented on the motion.

By a vote of 6-0-2 the motion carried.

COMMITTEE REPORTS

In Director Wei-Ming Tao's absence, Director di Lorenzo Dickins gave the Finance Committee Report, and commented on the Resale & Lease Activities.

In Director James Tung's absence, Director Carpenter reported from the Landscape Committee.

Director Bert Moldow reported from the Maintenance and Construction Committee.

In Director James Tung's absence, President Matson reported from the Water Committee.

Director Moldow reported from the Energy Committee.

Director Gros reported from Resident Problem Resolution Services.

Director Gros reported from the Laguna Woods Village Traffic Hearings.

Director Gros reported on the Laguna Canyon Foundation.

Director di Lorenzo Dickins reported from the Communications Committee.

Director di Lorenzo Dickins moved to deactivate the TheThirdMutualWord.com website and keep the domain name. Director Walsh seconded the motion. By a vote of 8-0-0 the motion carried.

Director di Lorenzo Dickins briefly discussed additional Task Forces. No action was taken.

GRF COMMITTEE HIGHLIGHTS

The Directors provided brief overviews of GRF Committee highlights.

DIRECTORS' COMMENTS

The Directors made their final comments.

ADDITIONAL MEMBER COMMENTS

Mareka Raima-Montegnies (5519-3C) further commented on repair work needed for building 5519.

The Board recessed at 11:45 AM and reconvened into Executive Session at 12:45 PM.

Summary of Previous Closed Session Meetings per Civil Code Section §4935

During its December 15, 2015 Regular Executive Session Board Meeting, the Board approved the November 17, 2015 – Regular Executive Session, the November 20, 2015 – Special Executive Session and the November 30, 2015 – Special Executive Session as written. The Board heard four (4) disciplinary hearings and imposed \$800.00 fines for violations of the Mutual's rules and regulations; approved four (4) hearing requests; discussed other member disciplinary matters; held one (1) Meet and Confer; discussed and considered contractual matters; discussed member matters; and discussed Litigation matters.

During the December 14, 2015 Special Executive Hearing Committee Board meeting the Board discussed and considered Common Area Damage Reimbursement Hearings and Member Disciplinary Hearings.

During the December 18, 2015 Special Executive Session Board meeting the Board discussed and considered Litigation Matters.

During the December 22, 2015 Special Closed Session All Boards meetings the Board discussed and considered contractual and personnel matters.

With no further business before the Board of Directors, the meeting was adjourned at 3:25 PM.

Burt Baum, Secretary
Third Laguna Hills Mutual

THIRD LAGUNA HILLS MUTUAL

SECTION 46 MASTER BEDROOM EXTENSIONS CASA GRANDE & VILLA PARAISA ADOPTED [MTH/YR], RESOLUTION 03-16-XXX

1.0 GENERAL REQUIREMENTS

- 1.1 **MUTUAL CONSENT FOR MANOR ALTERATION(S) & CITY PERMITS AND FEES:** A Mutual Alteration Consent Form is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual Consent 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 Manor Alterations Department 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 California Building Code (CBC) and International Code Council (ICC).
- 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 Mutual Consent For Manor Alteration shall provide to the Manor Alterations Department 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 Manor Alterations Department 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 BUILDING TYPES

- 2.1** Casa Grande and Villa Paraisa style manors only.

3.0 FOOTPRINT AND LOCATION

- 3.1** Master bedroom extensions will be limited to the original Exclusive Use Common Area private gardens serving the master bedroom as defined by the condominium plan. All other footprint designs must be reviewed by the Board for approval.
- 3.2** A Common Area Use Agreement must be recorded prior to the issuance of a Mutual Alteration Consent Form.
- 3.3** Neighbor Awareness Forms must be submitted from any affected neighboring manors as determined by the Manor Alterations Department.

4.0 ROOFLINES (see Page 4 for elevations)

- 4.1** "A" ELEVATION: The existing pitched roofline over the master bedroom shall be continued over the master bedroom extension inclusive of the removal of the affected parapet walls.
- 4.2** "B" ELEVATION: The existing Dutch Gable roofline shall be filled in over the master bedroom extension.
- 4.3** "C" ELEVATION: The existing pitched roofline over the master bedroom shall be continued over the master bedroom extension.
- 4.4** A signed Mutual Roof Tie-In Agreement form shall be submitted to the Manor Alterations Department prior to the issuance of a Mutual Consent For Manor Alterations.

5.0 WINDOWS

- 5.1** Windows sizes shall be 6'-0" X 4'-0" or 8'-0" X 4'-0" and shall be installed centered on the front elevation of the master bedroom extension at the standard height of 6'-8" and shall be of an XO or XOX configuration. All window frames shall be of white vinyl material.

6.0 ARCHITECTURAL ACCENTS

- 6.1 Architectural accents, i.e. trim around the perimeter of windows, bump outs and eyebrow covers over windows, will not be allowed. The removal of existing architectural accents is optional.

7.0 EXTERIOR FINISHES

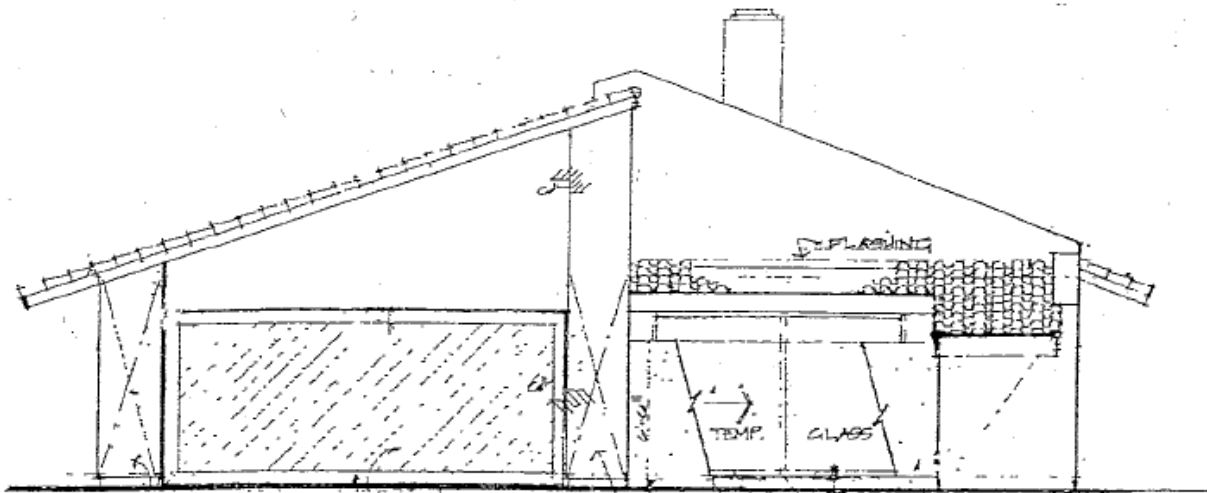
- 7.1 The stucco walls of the master bedroom extension shall match the existing stucco walls in texture and color.
- 7.2 The wood fascia of the master bedroom extension shall match the existing wood fascia in size and color.

8.0 CONSTRUCTION PLANS

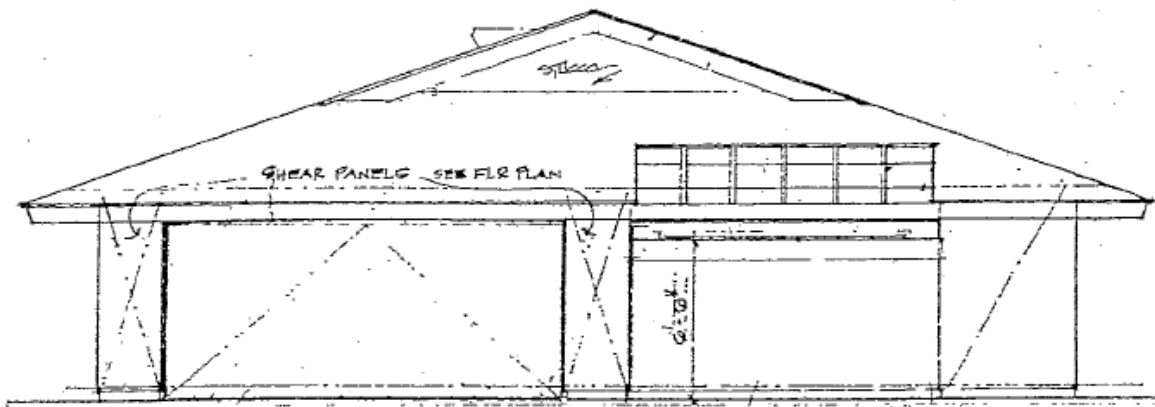
- 8.1 Prior to the issuance of a Mutual Consent for Manor Alteration(s) a complete set of unit specific plans prepared by a California licensed architect or structural engineer depicting the proposed master bedroom extension must be submitted to the Manor Alterations Department located in the Laguna Woods Community Center. The plans must be in accordance with the requirements of this standard and must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the master bedroom extension.

9.0 LANDSCAPE, DRAINAGE AND IRRIGATION REVISIONS

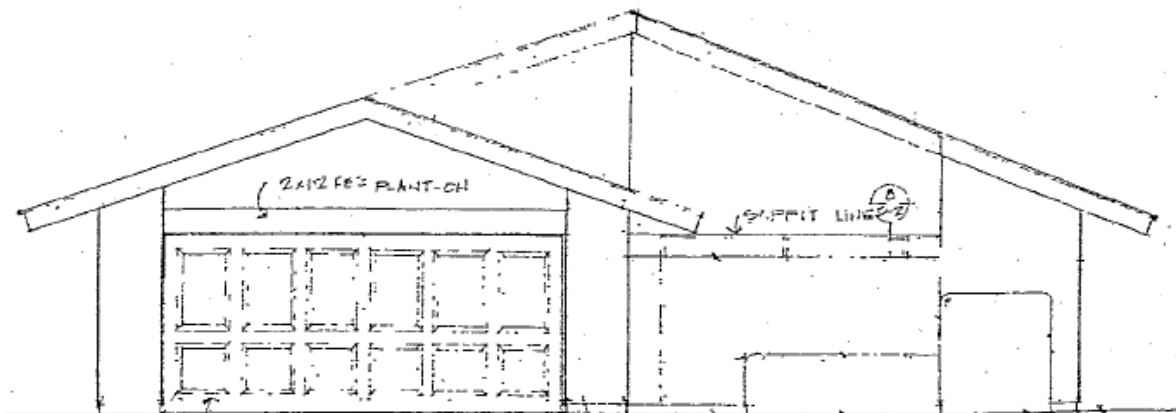
- 9.1 All required landscape, drainage and irrigations revisions to accommodate the master bedroom extension must be performed by the Mutual's Landscape Division as a chargeable service to the Mutual member(s).



FRONT ELEVATION A



FRONT ELEVATION B



FRONT ELEVATION C

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Third Laguna Hills Mutual
c/o VMSPCM, Inc.
24351 El Toro Road
Laguna Woods, California 92637

Attn: Pamela Bashline
Community Services Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P. N. ____ - ____ - ____

AGREEMENT REGARDING SOLAR PANEL INSTALLATION ON COMMON AREA PROPERTY

This Agreement Regarding Solar Panel Installation on Common Area Property ("Agreement") is made and entered into as of this _____ day of _____, 201__, by and between

("Member") and Third Laguna Hills Mutual, a California nonprofit mutual benefit corporation ("Mutual") with reference to the following facts and circumstances.

WHEREAS, Member has requested and Mutual has approved Member's request to install a solar panel assembly, including any hardware connecting to or penetrating the roof and including all portions outside the separate interest of the member (the "Solar Panel") that will be located, in whole or in part, on common area property in the Mutual. The Member's separate interest property at the Mutual (a legal description of which is attached hereto as Exhibit "A" and incorporated herein by this reference), is commonly known as _____, Laguna Woods, California 92637.

WHEREAS, Member and Mutual wish to provide through this Agreement for Member's express acknowledgment that the common area of the Mutual on which Member will install the Solar Panel shall nevertheless retain and always shall retain its common area character, and shall not in any fashion be construed to create additional area as Member's separate interest property, and further for Member's agreement to remove, alter or cover the Solar Panel, at Member's expense, and the indemnification of the Mutual and related entities for any and all costs or expenses arising or incurred in any manner related to the installation, operation, maintenance and removal of such Solar Panel.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Common Area Status of Property.** Notwithstanding that Member has been given approval by the Mutual to install the Solar Panel (or is hereby obtaining retroactive approval for a previous installation), Member hereby expressly acknowledges and agrees that such

Solar Panel is being installed on, over or across certain specified common area of the Mutual, for which title is and shall continue to be held by all Mutual Members as tenants in common, and further that this Agreement does not create any separate ownership rights over said common area.

2. **Removal, alteration or covering of Solar Panel.** Member expressly acknowledges and agrees that the Solar Panel shall be removed at Member's sole cost within thirty (30) days after a written request delivered to Member at the Mutual's sole discretion if at any time the Mutual finds it necessary or appropriate to have such Solar Panel removed, altered or covered in the course of the Mutual's maintenance or repairs of common area, and further that Member shall at Member's sole cost also return the common area on or around which the Solar Panel was installed to its original condition, or reinstall the alteration with the approval of the Mutual. ~~Member represents and warrants that Member is purchasing the Solar Panels and acknowledges that leasing the solar equipment is not permitted by the Mutual.~~ If, after written demand to remove, alter or cover the Solar Panel, Member has not done so by the date demanded, the Mutual may remove, alter or cover the Solar Panel at Member's cost, and restore the common area at Member's cost, and will charge Member as a Chargeable Service for the cost thereof.

3. **Maintenance/Insurance.** The Member ~~shall be responsible for the~~ agrees to installation, use, maintain maintenance, repair and removal of and insure the Solar Panel, ~~including without limitation, covering any damage to the area on which it is installed,~~ at Member's sole cost and expense in a manner consistent with the Mutual's standards, as reasonably determined by the Mutual.

4. **Covenant running with the land** This Agreement binds all current owners of Member's Manor, as well as all future owners.

5. **Damage.** In the event any damage occurs to common area, to any Manor or to any personal property which arises out of or relates to the Solar Panel, Member shall pay for the repair of such damage, regardless of whether Member is negligent. If the Member fails to pay for the repairs, the Mutual may secure the obligation by recording a lien against the Manor. Member releases any claim against the Mutual or the below-identified "Indemnified Parties" from any claim for damage to Member's personal property or to interior décor or fixtures in Member's manor arising out of the Solar Panel, and accepts sole responsibility for any such damage.

6. **Indemnification.** The Member agrees to indemnify and hold harmless the Mutual, Golden Rain Foundation of Laguna Woods and PCM, Inc., and their respective officers, directors, employees and agents, and each of them (collectively, the "Indemnified Parties"), from and against any and all claims, damages, liabilities or expenses (including, without limitation, settlement costs and legal or other expenses for investigating or defending any action or threatened action) based on, or arising out of the installation, maintenance, repair, existence, leasing or use of the Solar Panel (and including damage of any kind or in any location, whether to any adjacent or other area, that is caused by the Member's Solar Panel), whether caused by the Member directly, and/or by the Member's contractors, sub-contractors, guests, lessees or related parties. The Indemnified Parties shall have the right to employ their own counsel in any such case, and the fees and expenses of such counsel shall be borne by the Member.

7. **Insurance.** Member shall purchase and at all times keep in effect general liability insurance with coverage limits of not less than one million dollars (\$1,000,000.00) per occurrence applicable to any and all liability of Member related to or arising from Member's installation, use, maintenance, repair or removal of the Solar Panel. Member's insurance

shall be primary to any policy issued to the Mutual and shall not require contribution from any policy held by the Mutual or its managing agent. The Mutual shall be given thirty (30) days written notice of any cancellation, termination and/or non-renewal of Member's insurance policy. Member shall provide the Mutual with proof of the required insurance before work begins on the construction or installation of the Solar Panel, and thereafter upon request by the Mutual.

8. **Miscellaneous.** This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the internal laws of the State of California. In the event of any controversy or dispute arising out of this Agreement, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties, reasonable expenses, including, without limitation, attorneys' fees and costs actually incurred. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof. This Agreement shall be binding upon the heirs, administrators, executors, successors and assigns of each of the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

THIRD LAGUNA HILLS MUTUAL

MEMBER

By:

Signature

J.E. Matson, President

Typed Name

Typed Name / Phone Number

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF MEMBER'S SEPARATE INTEREST PROPERTY

[This is usually found with your deed]

[SEE ATTACHED]

Third Laguna Hills Mutual

Section 41 - Solar Panels, 1 Story Buildings

ADOPTED JANUARY 2008, RESOLUTION 03-08-09
GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49
REVISED OCTOBER 2014, RESOLUTION 03-14-107
REVISED JANUARY 2016, RESOLUTION 03-16-XX

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), and all state, county and local building and safety regulations, statutes and ordinances.
- 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 contractor properly licensed in California for the work being performed.

- 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 **APPLICATIONS**

- 2.1.** In this section, "Solar Panel" refers to roof mounted panels that use solar energy to either heat water directly (Solar Water Heating System), or to generate electricity using photo-voltaic cells (Solar Electric System).
- 2.2.** This section refers only to single story dwellings and the roof section of the building that covers the footprint of the Manor for which the request is being submitted.
- 2.3.** All costs and maintenance of the alteration, present and future, are the responsibility of the Mutual Member.
- 2.4.** All costs associated with roof replacement above and beyond the typical cost for roof replacement that are due to the solar panel installation shall be borne by the Member(s).
- 2.5.** Detailed, site-specific plans for all water and electrical lines for the solar panel installation, including penetrations, shall be submitted to the Permits and Inspections office for approval.
- 2.6.** Should the proposed location of solar panels 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 solar panels, the "Agreement Regarding Solar Panel Installation on Common Area Property" or similarly titled document.
- 2.7.** Structural calculations for the existing roof structure, signed and wet-stamped by a California-licensed structural engineer are required to ensure the solar panel system does not compromise the existing roof structure and that the roof is adequate to accept attachments and to support all applied loadings, per the California Building Code and any other applicable laws or ordinances.
- 2.8.** The mounting system must have a current Engineering Certification that certifies the system will be structurally adequate and satisfy building codes when installed per the instructions.
- 2.9.** Flat roof mounting shall be set with the highest point flush with the top of the parapet wall so as to be hidden from the ground or surrounding properties.
- 2.10.** Flat roof mounting must leave a minimum of two feet between the panels and the parapet to permit access.

- 2.11. Water and electric lines must be set on blocking above the surface to facilitate re-roofing.
- 2.12. Detailed plans of the installation of roof jacks should be submitted to the Permits and Inspections office for approval.
- 2.13. Lag screws must have adequate pullout strength and shear capacities.
- 2.14. Regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member's expense.
- 2.15. Connections to the manor's electrical system must be coordinated with the local electric utility.
- 2.16. Solar Electric Panels, and their associated electrical components, must be UL approved, or comply with equivalent international standards.
- 2.17. A solar panel system may only serve a single manor.
- 2.18. Leasing of Solar Panels is permitted only under the following conditions:
 - a. Only pre-paid leases are permitted, and Member must provide the Mutual a copy of the pre-paid lease contract together with proof of payment before any work on the construction or installation of the solar panel system begins; and
 - b. The pre-paid lease contract must be assignable by the Member.

3.0 OBLIGATIONS

- 3.1 The Mutual Member must sign and submit to Third Laguna Hills Mutual, c/o PCM, Inc, Community Services, the "Recordable Common Area Agreement" for the subject solar panel installation utilizing Common Area.
- 3.2 Member accepts responsibility and agrees to pay for repairs to common areas, including but not limited to roofing, framing, wiring and drywall caused, in whole or in part, by Member's solar panels or their installation, operation, maintenance or removal, and Member accepts all responsibility for damage to Member's Manor or other Manors or to personal property caused or contributed to by the installation, operation, maintenance or removal of the solar panels.
- 3.3 The Member is responsible for, and will bear all costs associated with removing, altering, covering or reinstalling the alteration as may be necessary or appropriate to allow the Mutual to conduct maintenance or repairs of common area. If the Mutual gives a minimum of thirty (30) days advance written notice of the need to remove, alter, cover or replace the solar panel and the Member does not accomplish this within five calendar days before the removal, alteration, or covering is necessary, then the Mutual will accomplish the removal, alteration or covering at the Member's cost, which will be billed as a Chargeable Service to the Member.

- 3.4** The Member is responsible for, and will bear all costs associated with, clean-up or repair of Mutual owned or controlled property made necessary by or resulting from the alteration.
- 3.5** All costs associated with roof replacement above and beyond the typical cost for roof replacement due to the solar panel installation shall be borne by the Member(s).
- 3.6** The roof area for possible solar panel installation is allocated only to the roof space directly above the subject Manor. It is Member's responsibility to ascertain and adapt to any roof interference by vents or other roof installations already in place.
- 3.7** Upon sale of Member's Manor, all obligations herein shall apply to all subsequent owners of the Manor.
- 3.8** If Member discontinues use of the solar panels, Member will remove the panels, all associated parts, connections and wiring associated with the solar panels after giving notice to the Mutual through the Permit and
- 3.9** Regardless of the roof type, the restoration of the roof must be performed by the Mutual's roofing contractor at the Member's expense.
- 3.10.** Member must present to the Mutual a vendor/installer agreement that requires vendor to hold harmless and indemnify the Mutual for any and all claims, damages, costs and expenses, including attorney fees related to or arising from the installation, use, maintenance, repair or removal of the solar panel system.

Third Laguna Hills Mutual

Section 45 - Solar Panels, 2 Story Buildings with Flat Roofs

ADOPTED OCTOBER 2014, RESOLUTION 03-14-108
REVISED JANUARY 2016, RESOLUTION 03-16-XX

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), and all state, county and local building and safety regulations, statutes and ordinances.
- 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, and 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 are 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 contractor properly licensed in California for the work being performed.

- 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 APPLICATIONS

- 2.1** In this section, "Solar Panel" refers to roof mounted panels that use solar energy to generate electricity using photo-voltaic cells (Solar Electric System).
- 2.2** This section refers to two story dwellings with shared flat roof space. The system shall be designed so the panel array does not encroach outside of the area allocated on the roof for each owner of a manor. Refer to Pages 6, 7, 8, 9 and 10 for roof allocation on the flat roofs of 6-, 8-, and 12-unit buildings.
- 2.4** Detailed, site-specific plans, including for all electrical lines for the solar panel installation, including penetrations, shall be submitted to the Permits and Inspections office for approval.
- 2.5** Detailed plans of the installation of roof jacks should be submitted to the Permits and Inspections office for approval, and installation of roof jacks, including hot mopping and flashing, is required to be completed during the original installation.
- 2.6** For all installations, all tie-ins must be performed by the Mutual's roofing contractor at the Member's expense.
- 2.7** Electric lines must be set on blocking above the surface to facilitate re-roofing.
- 2.8** Structural calculations for the existing roof structure, signed and wet-stamped by a California-licensed structural engineer are required to ensure the solar panel system does not compromise the existing roof structure and that the roof is adequate to accept attachments and to support all applied loadings, per the California Building Code and any other applicable laws or ordinances.
- 2.9** The mounting system must have a current Engineering Certification that certifies the system will be structurally adequate and satisfy building codes when installed per the instructions.
- 2.10** The solar panel array must be located a minimum of 3 feet from the edge of the roof; and a minimum of 3 feet shall be maintained between rows of solar panels, and between any architectural features such as, but not limited to skylights, mechanical equipment, and vent pipes in order to enable proper access for maintenance.

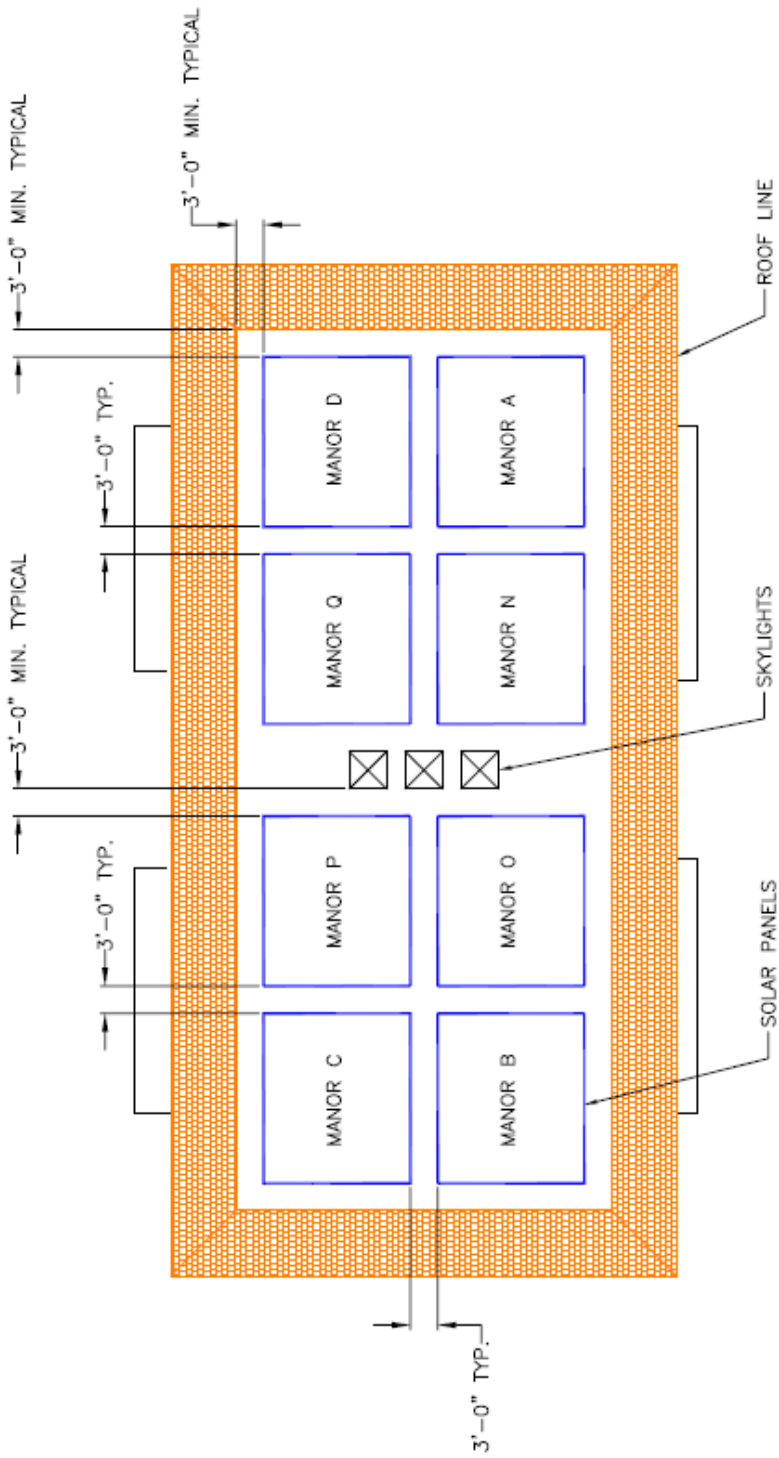
- 2.11 The solar panel array cannot be installed over any existing Mutual component or Member alteration.
- 2.12 Flat roof mounting shall be set with the highest point flush with the top of the parapet wall so as to be hidden from the ground or surrounding properties.
- 2.13 Lag screws must have adequate pullout strength and shear capacities.
- 2.14 The waterproof integrity of the roof, including the selection and use of appropriate flashing and sealers, must be maintained.
- 2.15 Solar Electric Panels, and their associated electrical components, must be UL listed, or comply with equivalent international standards.
- 2.16 The use of solar micro-inverter or power optimizer technology is required due to the potential number of separate systems that could be installed on one building.
- 2.17 A solar panel system may only serve a single Manor.
- 2.18 Leasing of Solar Panels is ~~strictly prohibited~~ permitted only under the following conditions:
 - c. Only pre-paid leases are permitted, and Member must provide the Mutual a copy of the pre-paid lease contract together with proof of payment before any work on the construction or installation of the solar panel system begins; and
 - d. The pre-paid lease contract must be assignable by the Member.
- 2.19 Panels for water solar heating systems are not permitted.

3.0 **OBLIGATIONS**

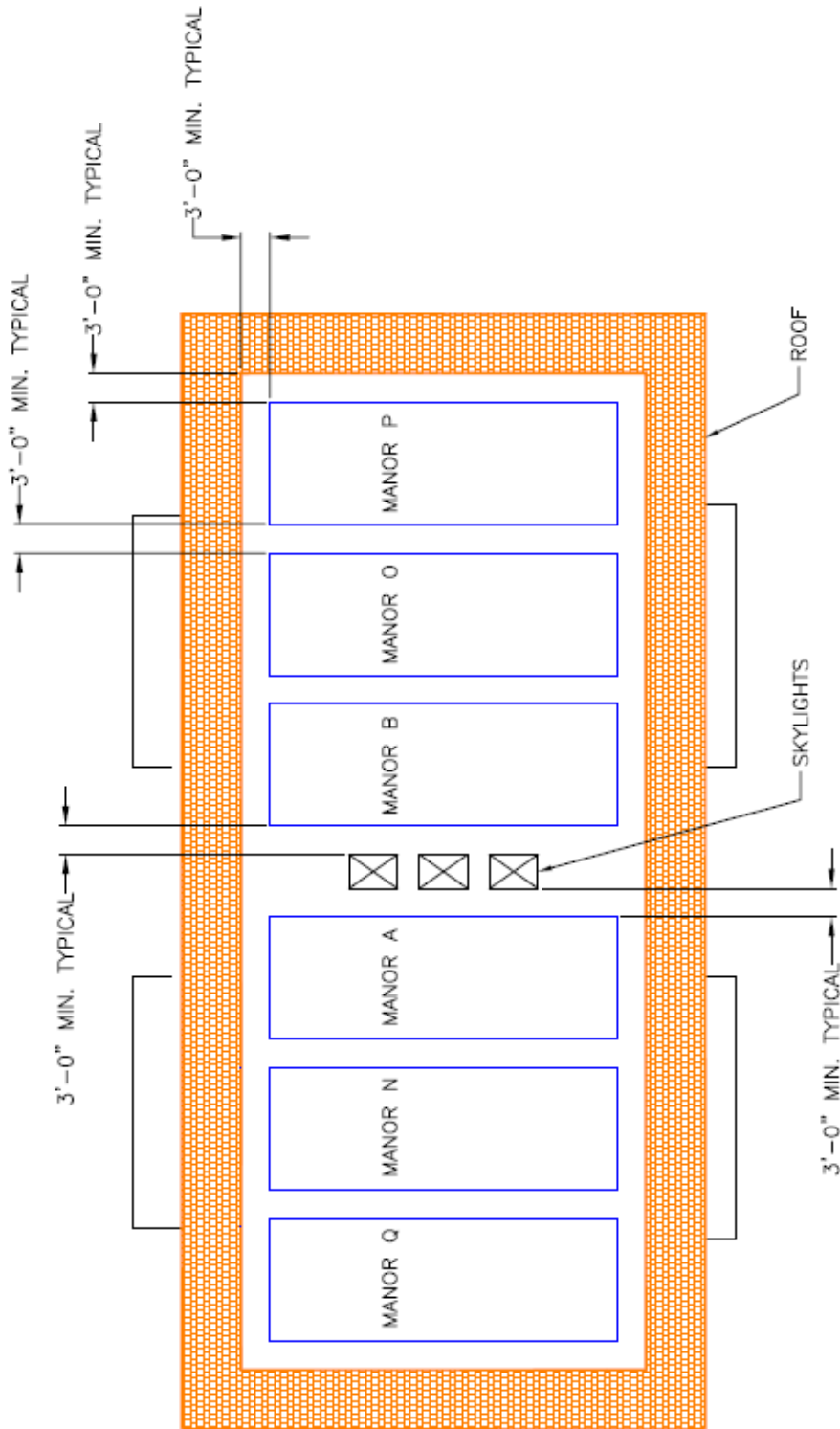
- 3.1 The Mutual Member must sign and submit to Third Laguna Hills Mutual, c/o PCM, Inc, Community Services, the "Recordable Common Area Agreement" for the subject solar panel installation utilizing Common Area.
- 3.2 Member accepts responsibility and agrees to pay for repairs to common areas, including but not limited to roofing, framing, wiring and drywall caused, in whole or in part, by Member's solar panels or their installation, operation, maintenance or removal, and Member accepts all responsibility for damage to Member's Manor or other Manors or to personal property caused or contributed to by the installation, operation, maintenance or removal of the solar panels.
- 3.3 The Member is responsible for, and will bear all costs associated with removing, altering, covering or reinstalling the alteration as may be necessary or appropriate to allow the Mutual to conduct maintenance or repairs of common area. If the Mutual gives a minimum of thirty (30) days advance written notice of the need to remove, alter, cover or replace the solar panel

and the Member does not accomplish this within five calendar days before the removal, alteration, or covering is necessary, then the Mutual will accomplish the removal, alteration or covering at the Member's cost, which will be billed as a Chargeable Service to the Member.

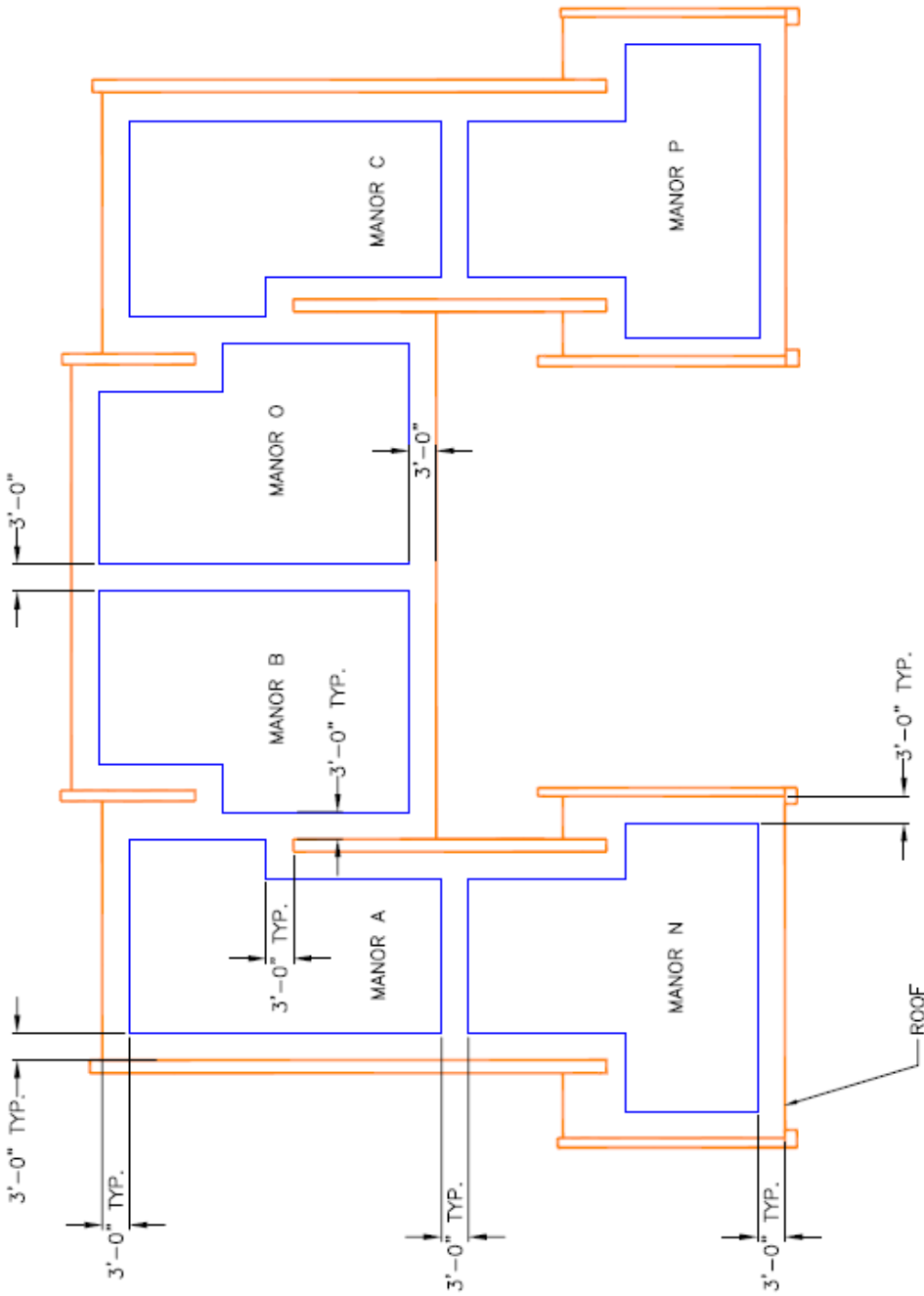
- 3.4** The Member is responsible for, and will bear all costs associated with, clean-up or repair of Mutual owned or controlled property made necessary by or resulting from the alteration.
- 3.5** All costs associated with roof replacement above and beyond the typical cost for roof replacement due to the solar panel installation shall be borne by the Member(s).
- 3.6** The roof area for possible solar panel installation is allocated to Manors within a given building as in the attached diagrams. It is Member's responsibility to ascertain and adapt to any roof interference by vents or other roof installations already in place.
- 3.7** Upon sale of Member's Manor, all obligations herein shall apply to all subsequent owners of the Manor.
- 3.8** If Member discontinues use of the solar panels, Member will remove panels, all associated parts, connections and wiring associated with the solar panels after giving notice to the Mutual through the Permit and Inspections office.
- 3.9** Regardless of the roof type, the restoration of the roof must be performed by the Mutual's roofing contractor at the Member's expense.
- 3.10** Member must present to the Mutual a vendor/installer agreement that requires vendor to hold harmless and indemnify the Mutual for any and all claims, damages, costs and expenses, including attorney fees related to or arising from the installation, use, maintenance, repair or removal of the solar panel system.



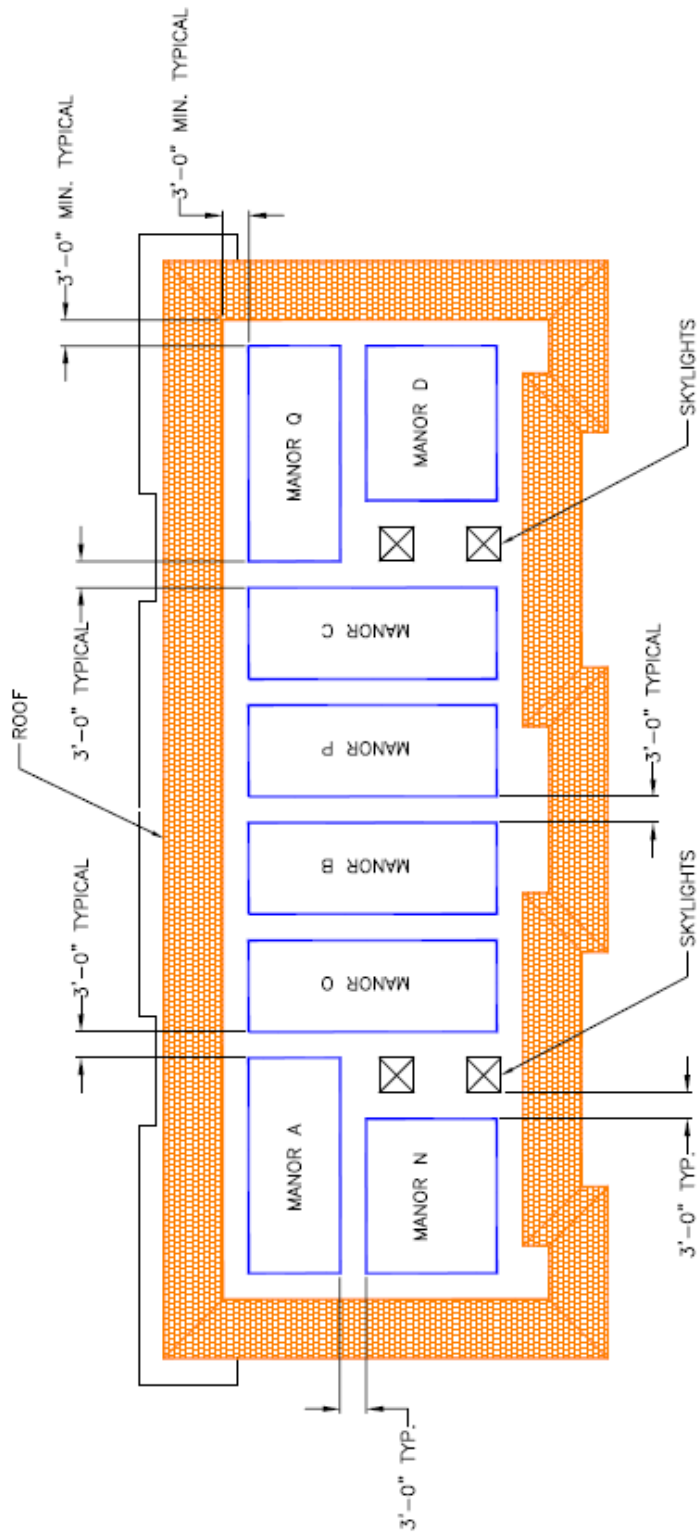
SOLAR PANEL ROOF DIVISIONS
CASA CONTENTA (KK08)
8 UNIT BUILDING



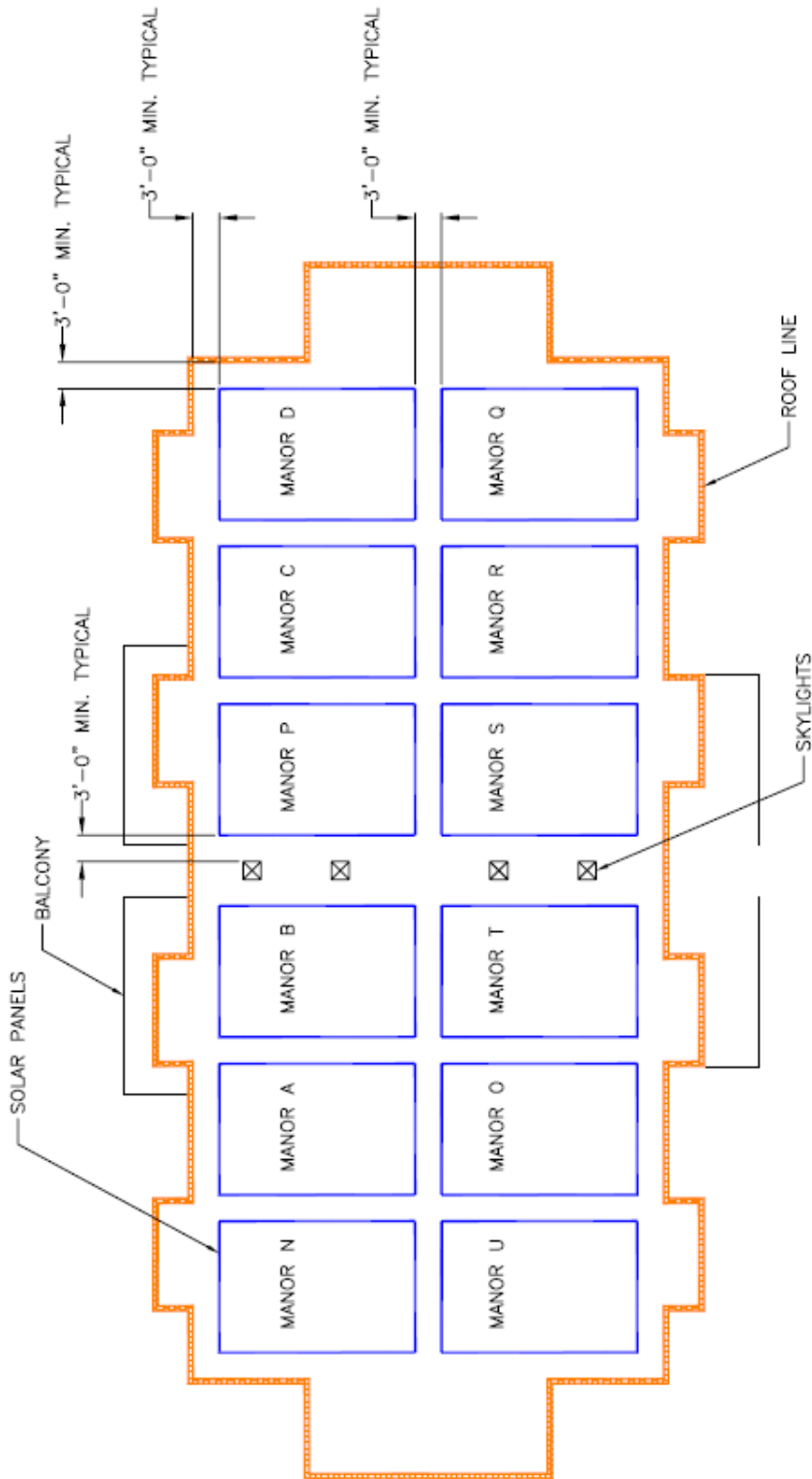
SOLAR PANEL ROOF DIVISIONS
CASA LINDA / CASA VISTA (11-06)
6 UNIT BUILDING



SOLAR PANEL ROOF DIVISIONS - THIRD
CASA MILANO/CATALINA/LA QUINTA/VILLA LUGANO
(LHX06) (LH06)
6 UNIT BUILDING



SOLAR PANEL ROOF DIVISIONS
CASTILLA / LA BRISA (HH08)
8 UNIT BUILDING



SOLAR PANEL ROOF DIVISIONS
MONTEREY/CORONADO (PQ-12)
12 UNIT BUILDING