

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

November 18, 2016

A Special Open Meeting of the Third Laguna Hills Mutual, a California non-profit mutual benefit corporation, was held on Friday, November 18, 2016 at 10:00 AM at 24351 El Toro Road, Laguna Woods, California.

Directors Present: Rosemarie di Lorenzo Dickins, Bill Walsh, Burt Baum, Bert Moldow, Bunny Carpenter, John Frankel, James Tung, Steve Parsons, Annette Sabol-Soule

Directors Absent: None

CALL TO ORDER

Rosemarie diLorenzo Dickins, President of the Corporation, chaired and opened the meeting, and stated that it was a special Open Meeting held pursuant to notice duly given. A quorum was established, and the meeting was called to order at 10:00 AM.

APPROVAL OF THE AGENDA

Burt Baum moved to add to the agenda Care Provider Policy as an immediate action as stated in Davis Stirling. By a vote of 6-2-0 (Directors Walsh and Moldow opposed) the motion carried.

Without objection the agenda was approved as amended.

MEMBER COMMENTS

Third Mutual Members were given the opportunity to speak to items that are not on the agenda. There were no Member Comments at this time.

Entertain Motion to Approve Revisions to the Care & Maintenance of Patios, Balconies, Breezeways & Walkways Policy

Director Burt Baum, Secretary of the Corporation, read a proposed resolution approving revisions to the Care & Maintenance of Patios, Balconies, Breezeways & Walkways Policy, which was postponed 30 days to comply with Civil Code §4360. Director Tung moved to approve the resolution. Director Parsons seconded the motion. Discussion ensued.

Without objection the Board made the following amendments:

10. All plants ~~shall be attractive and~~ shall be maintained by the resident in a healthy, well cared for condition, properly watered and pruned. Non-plant items shall be maintained clean and in good repair.

6. ~~Items, including Plants, statues, furniture, etc., are prohibited from being attached to Mutual wood and stucco walls. Certain plants are allowed on block walls and must adhere to the~~ "Plants and Limited Common Area Walls Policy"

7. ~~Every~~ Nails, screws or hooks must be checked to be sure that they are not rusting and are solidly mounted and cannot cause dry rot.

3. **Planting of** Fruit trees must be of a dwarf variety and adhere to the **Landscape** “Yellow Stake” program.

5. Potting supplies and gardening equipment such as garden tools, empty pots, dirt, fertilizer, etc., **must not** be stored on breezeways. They must be kept inside the Manor or their storage area.

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

RESOLUTION 03-16-117

WHEREAS, the Third Laguna Hills Mutual Landscape Committee has recommended revising the *Care & Maintenance of Patios, Balconies, Breezeways & Walkways Policy*, to include specific language regarding plantings and growing of vegetables and other crops, and type of furniture allowed;

NOW THEREFORE BE IT RESOLVED, November 18, 2016, that the Board of Directors of this Corporation hereby amends the “Care & Maintenance of Patios, Balconies, Breezeways & Walkways Policy,” as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution 03-10-138 adopted September 21, 2010 is hereby superseded and canceled; 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.

Entertain Motion Approve Revisions to Standard 45 Solar Panels, 2 Story Buildings with Flat Roofs

Director Burt Baum, Secretary of the Corporation, read a proposed resolution approving revisions to Standard 45 Solar Panels, 2 Story Buildings with Flat Roofs, which was postponed 30 days to comply with Civil Code §4360. Director Baum moved to approve the resolution. Director Walsh seconded the motion. Discussion ensued.

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

RESOLUTION 03-16-118

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, November 18, 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 03-16-09, adopted January 19, 2016 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.

Entertain Motion to Approve Revisions to the Care Provider Policy

The Board discussed revisions to the Care Provider Policy.

RESOLUTION 03-16-XXX

WHEREAS, the Residency Policies and Compliance Task Force has recommended revising the *Care Provider Policy*, to fairly and reasonably address part-time, long-term, and terminal health care providers; and

WHEREAS, the current Permitted Health Care Provider policy addresses live-in care providers only:

NOW THEREFORE BE IT RESOLVED, December 20, 2016, that the Board of Directors of this Corporation hereby amends the "Permitted Health Care Provider Policy," and renames it to "Care Provider Policy," as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution 03-05-37 adopted November 15, 2005 is hereby superseded and canceled; 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 Baum moved to table approving revisions to the Care Provider Policy to the December regular meeting. Director Parsons seconded the motion. By a vote of 8-0-0 the motion carried.

ADJOURNMENT

The special executive meeting was closed at 11:10 AM.

Burt Baum, Secretary,
Third Laguna Hills Mutual

CARE & MAINTENANCE OF PATIOS, BALCONIES, BREEZEWAYS & WALKWAYS

Resolution 03-16-XXX – Revised November 18, 2016

The walkway, breezeway, patio and balcony areas are “common areas” or “limited common areas” with by-laws and CC&R provisions for their management and care under the direction of the Third Laguna Hills Mutual Board (TLHM).

Common areas are for the use and enjoyment of all residents and while limited common areas permit exclusive use of the area, it is essential that all residents be aware of the need for the safety, attractiveness and the prevention of damage to the building by items placed by the residents in or on the common or limited common areas of the Mutual’s multistory buildings and where applicable to other residential buildings.

The following rules for residents address the safety, attractiveness and prevention of damage issues. Residents should take whatever corrective action is necessary to manage those items they have placed outside their manor. The TLHM Board of Directors is authorized to take disciplinary action against a Member found to be in violation of this policy. The Board of Directors has the authority to impose monetary fines, suspend Member privileges, and/or bring forth legal action. Refer to the Member Disciplinary Process for further information.

1. All plants must be suitably potted with adequately sized saucers to collect excess water and elevated by substantial caster or sturdy platforms with casters. Care must be used to control the amount of water given to these plants so as not to run over the saucer and collect on the floor surface or fall to a lower level of the building on people, windows, or other objects belonging to neighbors.
2. Plantings and growing of herbs, tomatoes, vegetables, or any other crops in the patios, balconies, breezeways, and walkways is prohibited; whether in pots or planted in the ground.
3. **Planting of** Fruit trees must be of a dwarf variety and adhere to the **Landscape** “Yellow Stake” program.
4. Items, including plants, statues, furniture, etc., may be placed outside a manor’s front door on the floor and shall be limited. Adequate clearance is required to allow for easy walkway access along the area (at least in number and size to allow for a 48-inch clearance as required by law).
5. Potting supplies and gardening equipment such as garden tools, empty pots, dirt, fertilizer, etc., **must not** be stored on breezeways. They must be kept inside the Manor or their storage area.

6. ~~Items, including Plants, statues, furniture, etc., are prohibited from being attached to Mutual wood and stucco walls. Certain plants are allowed on block walls and must adhere to the "Plants and Limited Common Area Walls Policy"~~
7. ~~Every~~ Nails, screws or hooks must be checked to be sure that they are not rusting and are solidly mounted and cannot cause dry rot.
8. In 3-Story Buildings, hanging plants must have sturdy mounts and cables. There must not be any danger that they may fall and cause injury or damage to the next level. Hanging plants or hanging objects are prohibited in breezeway and walkways. Wind chimes are prohibited.
9. Furniture and items designed for indoor use are not allowed.
10. All plants ~~shall be attractive and~~ shall be maintained by the resident in a healthy, well cared for condition, properly watered and pruned. Non-plant items shall be maintained clean and in good repair.
11. Potted plants are not to be placed on railings in common or limited common areas.
12. Items that constitute a nuisance to one's neighbors should not be placed in common areas or limited common areas. Examples are intrusive wind chimes, food or water, which will attract birds, insects, or other animals. Residents are encouraged to resolve amicably differences or disputes involving such items. Wind chimes are prohibited at all 3-Story Buildings.
13. A resident's balcony and patio area adjoining a manor is limited common area. This area needs the same care and protection as our walkways and breezeways to prevent dry rot, decay and mold of surfaces. Therefore only a limited number of potted plants on the balconies of multistory buildings is allowed, without the prior approval of the Third Mutual Board. No more than 15% of the total floor area of a balcony may be used for potted plants.
14. Landscape crews will not care for a resident's personal items placed in common areas unless arranged through the Resident Services Department as a chargeable service.

Any building, by majority decision, may establish additional rules for its own use, providing the rules are not in conflict with the above guidelines. The TLHM Board of Directors shall resolve any disputes or misunderstandings relating to common areas and limited common areas.

We ask each resident to read these guidelines and take whatever corrective action is necessary for the care and protection of property where plants and items have been placed outside manors.

Adopted January 10, 2017
Resolution 03-17-XX

I. Purpose

The purpose of this document is to define the policies of Third Laguna Hills Mutual (TLHM) regarding individuals who provide care to residents.

II. Definitions

For the purposes of this policy:

- a. Care Provider, also known as Caregiver and Home Care Aide, is a person who has been approved by TLHM on the basis of being a provider of primary support to the Resident. Care Provider services include, but are not limited to, assistance with the following:
 - bathing
 - dressing
 - feeding
 - exercising
 - positioning
 - transferring
 - ambulating
 - personal hygiene and grooming
 - toileting and inconsistency care
 - housekeeping
 - assisting with medication
 - meal planning and preparation
 - laundry
 - transportation
 - correspondence
 - making telephone calls
 - shopping for personal care items or groceries
 - companionship
- b. Resident is defined as any person who has been approved by the Board of Directors for occupancy.
- c. Community Facilities are defined as the facilities and services operated by the Golden Rain Foundation (GRF).
- d. Community Rules are defined as the Bylaws, Covenants, Conditions, and Restrictions (CC&R's), Articles of Incorporation, or any rules and regulations of TLHM and of GRF.

III. Policy

- a. All Care Provider(s) must be Board approved **prior** to commencing support.
- b. A licensed medical physician must certify that the Resident has a need for care.
- c. The Care Provider must be 18 years old or older.
- d. The Care Provider must provide part-time, live-in, long-term or terminal health care for daily activities, medical treatment, or both to the Resident.
- e. The Care Provider must attend to the Resident at all times.
- f. The Care Provider must be registered with the California Department of Social Services Home Care Registry.
- g. The Care Provider must provide a copy of a government issued photo ID with the application.
- h. The Care Provider must provide a copy of proof of vehicle insurance with the application.

- i. The Care Provider permit is approved for a period of up to one year. Residents are required to re-apply and obtain a new certification statement from a licensed medical physician annually.
- j. The total number of persons residing in a Manor shall not exceed the number of bedrooms, plus one (i.e. no more than two persons in a one-bedroom unit; no more than three persons in a two-bedroom unit). Fees for third and fourth parties will be assessed.
- k. Each person who seeks to reside in a Condominium shall not have been convicted of a felony within the last twenty years or a misdemeanor involving moral turpitude within the last five years.
- l. The Resident and/or Mutual Member is responsible for the conduct of the Care Provider, and shall ensure that he/she complies with all community rules, regulations, and policies.
- m. Upon approval by the Board of Directors, a one year renewable pass shall be issued to the Care Provider that will permit gate access into the community, if needed.
- n. The Care Provider must wear in clear sight the Laguna Woods Village ID at all times. If a gate pass is supplied, it must be displayed on their car dashboard at all times.
- o. The Care Provider ID and gate pass may not be transferred or lent to anyone.
- p. The Care Provider is authorized to use the Community Facilities **only** as necessarily incidental to provide support to the Resident.
- q. Part-time Care Providers may use the laundry facilities for the Resident's use only. Full-time Care Providers may use the laundry facilities for personal use on a limited basis.
- r. The Care Provider requires written permission from the Board of Directors to remain in the Manor without the Resident only if both of the following are applicable:
 - i. The Resident is absent from the Manor due to hospitalization or other necessary medical treatment and expects to return to the Manor within 90 days from the date the absence began; and
 - ii. The Resident submits a written request desiring the Care Provider be allowed to remain in order to be present when the Resident returns to reside in the Manor. [Civil Code §51.11.b.7]
- s. Care Providers may not bring family members, pets or friends into the Community.
- t. The Resident must surrender the Care Provider ID and vehicle pass to the Resident Services Department at the conclusion of the care service.
- u. The Care Provider shall meet all applicable requirements of GRF relating to operating a motor vehicle within the community.

IV. Procedures

- a. The Resident must complete and submit "Application for Care Provider Permit" for Board review.
- b. The Resident must complete and submit "Physician's Certification of Need for Care Provider"
- c. Application and certification can be submitted to the Resident Services Department located in the Laguna Woods Village Community Center.

- d. The Board will review the application and approve or deny request.
- e. The Resident Services Department will notify the Resident of the results within 5 – 7 business days. Special circumstances may be granted.



Application for Care Provider Permit

- LWM
- LHM
- Mutual 50
Manor: _____

Return completed application to: Resident Services Department, 24351 El Toro Road, Laguna Woods, CA 92637; Phone: 949-597-4600, E-mail: residentservices@vmsinc.org

Resident Information			
Name:		<input type="checkbox"/> Member <input type="checkbox"/> Occupant	
Address:			
Telephone:		Cell Phone:	
E-mail:			
What is the expected duration of the Care Provider?			
<input type="checkbox"/> <u>Temporary</u> <input type="checkbox"/> Permanent <input type="checkbox"/> Terminal Health Care			
What is the expected schedule of the Care Provider?			
<input type="checkbox"/> <u>Part-Time/Day Only</u> <input type="checkbox"/> Part-Time/Night Only <input type="checkbox"/> Full-Time/24 hours/day			
When is the Care Provider service expected to end?			
What is the service the Care Provider is expected to provide? (check all that apply)			
<input type="checkbox"/> bathing <input type="checkbox"/> housekeeping <input type="checkbox"/> dressing <input type="checkbox"/> assisting with medication <input type="checkbox"/> feeding <input type="checkbox"/> meal planning and preparation <input type="checkbox"/> exercising <input type="checkbox"/> laundry <input type="checkbox"/> positioning <input type="checkbox"/> transportation <input type="checkbox"/> transferring <input type="checkbox"/> correspondence <input type="checkbox"/> ambulating <input type="checkbox"/> making telephone calls <input type="checkbox"/> personal hygiene and grooming <input type="checkbox"/> shopping for personal care items or groceries <input type="checkbox"/> toileting and incontinence care <input type="checkbox"/> companionship <input type="checkbox"/> Other: _____			
Care Provider Information			
Name:			
Address:			
Telephone:		Cell Phone:	
Relationship to Resident:			
<input type="checkbox"/> Employee; Name of Agency (if any) _____ <input type="checkbox"/> Family Member; Relationship _____			
Driver License No:		Expiration Date:	
Vehicle Color:	Make:	Model:	License:
Insurance Company:		Expiration Date:	
What is the Care Provider's state registration ID number?			
Has the Care Provider been convicted of a felony in the last 20 years? <input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> <u>No</u>			

Has the Care Provider been convicted of a misdemeanor involving moral turpitude within the last 5 years?	<input type="checkbox"/> <u>Yes</u>	<input type="checkbox"/> <u>No</u>
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Physician's Certification of Need for a Care Provider Permit

- LWM
- LHM
- Mutual 50
Manor: _____

Return completed certification to: Resident Services Department, 24351 El Toro Road, Laguna Woods, CA 92637; Phone: 949-597-4600, E-mail: residentservices@vmsinc.org

Resident/Patients Information (To be Completed by Resident)

Name:	
Address:	
Telephone:	Cell Phone:
E-mail:	

Authorization to Release Information (To be Completed by the Resident)

I authorize the physician named below to release information about me to a representative of Laguna Woods Village only for the purpose of confirming my request for a Care Provider Permit. I understand that my authorization will remain effective for one year from the date of my signature, and that the information will be handled confidentially in compliance with all applicable laws. I understand that I may revoke the authorization at any time by written, dated communication.

Residents Signature: _____ Date: _____

Physician's Information (To be Completed by Physician)

Name:	Office Stamp:
Address:	
Telephone:	
License#:	

The person named above is a resident of an active senior Community. The Community is age-restricted. The information you provide is used for approval of an application for a Care Provider. Please refer to the back of this certification for definitions and further information.

Are you the applicant's treating physician? Yes No

If yes, length of time you've been treating the patient: _____

Does the applicant have a mental or physical disability: Yes No

Does the applicant need the services of a care provider: Yes No

If yes, please answer the following:
 What is the recommended expected duration of the Care Provider?
 Temporary Permanent Terminal Health Care

What is the recommended schedule of the Care Provider?

<input type="checkbox"/> <u>Part-Time/Day Only</u>	<input type="checkbox"/> Part-Time/Night Only	<input type="checkbox"/> Full-Time/24 hours/day
When is care expected to end??		
I certify that the information provided herein is true and accurate to the best of my knowledge.		
Physician's Signature: _____		Date: _____

The person named is a resident of an age-restricted community. The information that you provide is used for approval of a permit for a care provider. Please refer to these definitions from **CAL. GOV. CODE Sections 12926 and 12926.1**:

Medical Condition means either of the following:

1. Any health impairment related to or associated with a diagnosis of **cancer**, or a record or history of cancer.
2. Genetic characteristics, including (a) Any scientifically or medically identifiable gene or chromosome, or combination or alteration thereof, that is **known to be a cause** of a disease or disorder in a person or his or her offspring, or that is determined to be associated with a statistically increased risk of development of a disease or disorder, and that is presently not associated with any symptoms of any disease or disorder. (b) **Inherited characteristics** that may derive from the individual or family member, that are known to be a cause of a disease or disorder in a person or his or her offspring, or that are determined to be associated with a **statistically increased risk** of development of a disease or disorder, and that are presently not associated with any symptoms of any disease or disorder.

Mental Disability includes, but is not limited to, all of the following:

1. Having any mental or **psychological disorder or condition**, such as mental retardation, organic brain syndrome, emotional or mental illness, or specific learning disability, **that limits a major life activity**. For purposes of this section: (a) **Limits**" shall be determined **without regard to mitigating measures**, such as medications, assistive devices, or reasonable accommodations, unless the mitigating measure itself limits a major life activity. (b) **A mental or psychological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult**. (c) **Major life activities**" shall be broadly construed and shall include physical, mental, and social activities and working.

Mental Disability also includes:

1. Any other mental or psychological disorder or condition not described in paragraph (1) that **requires special education or related services**.
2. Having a record or **history** of a mental or psychological disorder or condition.
3. Being regarded or treated as having, or having had, any mental condition that **makes achievement of a major life activity difficult**.
4. Being regarded or treated as having, or having had, a mental or psychological disorder or condition that has no present disabling effect, but that **may become a mental disability** as described in paragraph (1) or (2).

Physical Disability includes, but is not limited to, all of the following:

1. Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that does both of the following: (a) **Affects** one or more of the following **body systems**: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine. (b) **Limits a major life activity**.
2. Being regarded or treated as having, or having had, a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment that has no present disabling effect but **may become a physical disability** as described in paragraph (1).

Mental Disability and Physical Disability does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

For Office Use Only

Resident Notified By:

WO Updated/Closed

Documents Scanned

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 03-16-09

1.0 GENERAL REQUIREMENTS

- 1.1 **PERMITS AND FEES:** A Mutual Consent for Manor Alteration(s) is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual Consents 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 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 Consent shall provide to the Manor Alterations Department 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 Manor Alterations Department.

- 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. Assigned spaces that have had a previous alteration installed such as, but not limited to, skylights and solar tubes, not allowing a down stairs member to install solar panels in their space will be assigned a new space by staff.
- 2.4 Detailed, site-specific plans, including for all electrical lines for the solar panel installation, including penetrations, shall be submitted to the Manor Alterations Department for approval.
- 2.5 Detailed plans of the installation of roof jacks should be submitted to the Manor Alterations Department for approval, and installation of roof jacks, including hot mopping and flashing, is required to be completed during the original installation.
- 2.6 All roof tie-ins must be performed by a C-39 Licensed Contractor. The Member may hire a C-39 Licensed Contractor of their own choice to perform roof tie-ins for the installation of solar panels on all roof types except PVC Cool Roofs. For PVC Cool Roofs, For all installations, all tie-ins must be performed by the Mutual's roofing contractor at the Member's expense.
- 2.7 Mounting systems must be installed with ten inch risers to allow the Mutual's Contractor to properly install the new PVC roof.
- ~~2.6 — For all installations, all tie-ins must be performed by the Mutual's roofing contractor at the Member's expense.~~
- 2.8 Electric lines must be set on blocking above the surface to facilitate re-roofing.
- 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

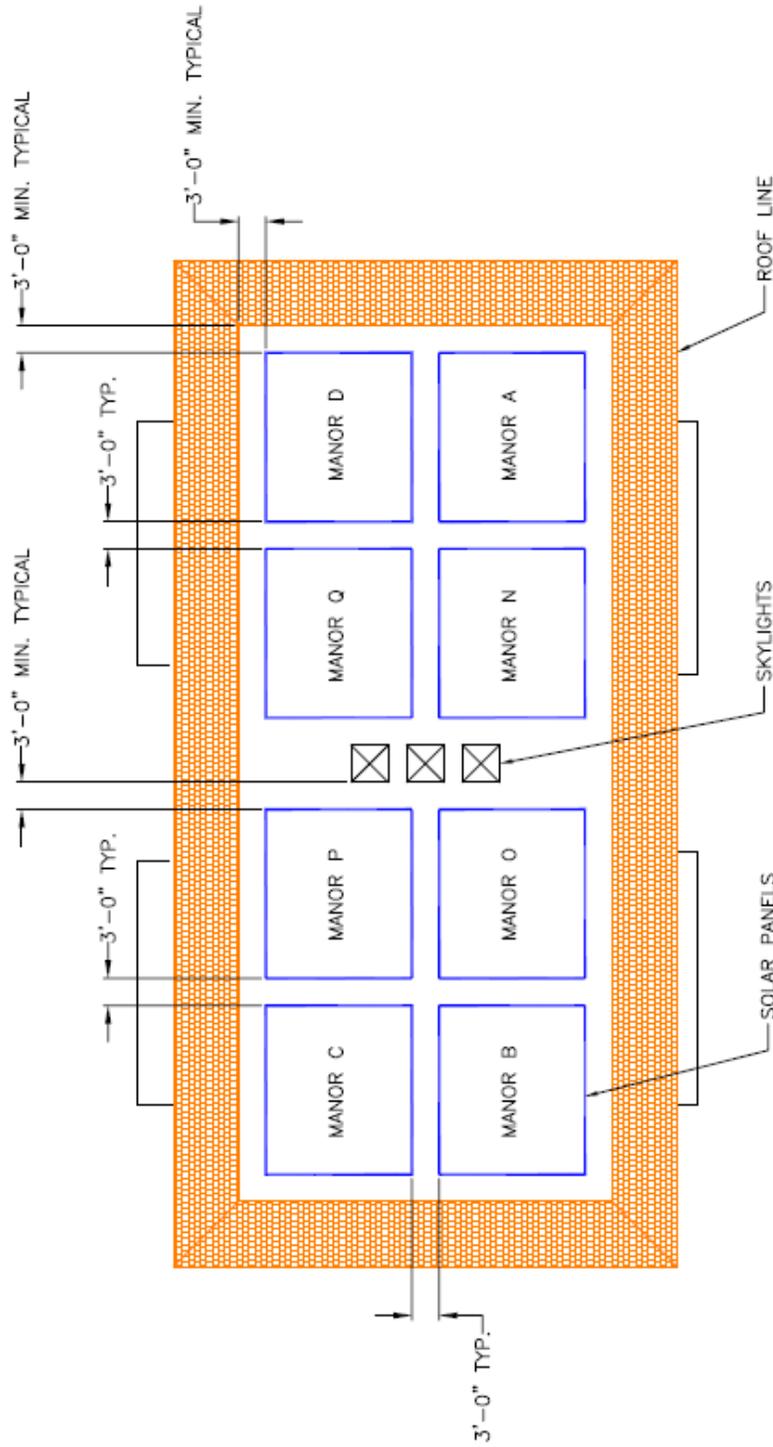
adequate to accept attachments and to support all applied loadings, per the California Building Code and any other applicable laws or ordinances.

- 10** 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.
- 2.11** 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.
- 2.12** The solar panel array cannot be installed over any existing Mutual component or Member alteration.
- 2.13** 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.
- 2.14** Lag screws must have adequate pullout strength and shear capacities.
- 2.15** The waterproof integrity of the roof, including the selection and use of appropriate flashing and sealers, must be maintained.
- 2.16** Solar Electric Panels, and their associated electrical components, must be UL listed, or comply with equivalent international standards.
- 2.17** 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.
- 2.18** A solar panel system may only serve a single Manor.
- 2.19** 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.
- 2.20** 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 VMS, 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

