

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

November 21, 2006

The Regular Meeting of the Third Laguna Hills Mutual Board of Directors, a California non-profit mutual benefit corporation, was held on Tuesday, November 21, 2006 at 9:00 A.M. at 24351 El Toro Road, Laguna Woods, California.

Directors Present: Jim Matson, Richard Moos, Gunter Vogt, Isabel Muennichow, Bob Hatch, George Arnold, Jim Keysor, Larry Souza, Ray Gros, Carol Moore

Directors Absent: Dominic Burrasca

Others Present: Milt Johns, Patty Fox, Janet Price (9:15 A.M. – 9:35 A.M.)
Executive Session: Milt Johns, Patty Fox, Cris Trapp

CALL TO ORDER

Director Jim Matson, President of the Corporation, chaired the meeting and stated that it was a regular meeting held pursuant to notice duly given and that a quorum was present. The meeting was called to order at 9:00 A.M.

A moment of silence was held to honor the US Troops serving our country and those placed in harm's way.

PLEDGE OF ALLEGIANCE

Director Isabel Muennichow led the Membership in the Pledge of Allegiance to the Flag.

ACKNOWLEDGEMENT OF PRESS

Cheryl Walker from the Laguna Woods Globe, and by way of remote cameras, the LWV Channel 6 Camera Crew were acknowledged as present.

APPROVAL OF AGENDA

The Agenda was approved as submitted.

APPROVAL OF THE MINUTES

The Minutes of the Special Meeting of October 5, 2006, the Organizational Meeting of October 5, 2006, and the Regular Meeting of October 17, 2006 were approved as submitted.

MEMBER COMMENTS

- Corky Eley (2401-2E) commented on the Community's finances
- Bud Nesvig (2392-3H) commented on the Garden Villa Activities Rooms
- Kay Margason (510-C) wished the new Board a Happy Holiday and commented on policies

CHAIRMAN'S REPORT – Jim Matson

First Vice President Bob Hatch provided a status report on the Management Agreement.

President Matson reported that he and other Board Presidents met with delegates from Shanghai, China who were proposing to build a community similar to Laguna Woods Village. President Matson informed the membership that the delegates gave the Community a framed replica of a Chinese warrior which will be displayed in the Community Center Lobby.

Ms. Janet Price entered the meeting at 9:15 A.M.

GENERAL MANAGER'S REPORT

Mr. Milt Johns updated the Board on the Gate 14 Emergency Access Road Project; announced that the Home Depot slope repair project is complete; reported on the proposed project with Standard Pacific to lease the Restaurant Pad to stage a temporary sales office; and commented on GRF's evaluation of a proposed joint venture to secure land entitlements.

Mutual Member Corky Eley (2401-2E) commented on the proposed joint venture.

TREASURER'S REPORT

Director Richard Moos reported on the Treasurer's Report and Resale & Lease Activities.

OLD BUSINESS

Director Moos made a motion to remove from the table the motion on approving a Collection and Lien Enforcement Policy. Director Bob Hatch seconded the motion and the motion carried unanimously.

The Secretary of the Corporation, Director Isabel Muennichow, read the proposed resolution.

By a unanimous vote of 9-0-0, the motion carried and the Board of Directors adopted the following resolution:

RESOLUTION 03-06-54

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

NOW THEREFORE BE IT RESOLVED, November 21, 2006 that the Board of Directors of this Corporation hereby approves the attached Collection and Lien Enforcement Policy and Procedures for Assessment Delinquencies, effective January 1, 2007; and

RESOLVED FURTHER, that Resolution M3-92-61, adopted July 21, 1992 is hereby superseded and cancelled; and

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

Ms. Price left the meeting at 9:35 A.M.

Director Hatch made a motion to remove from the table the motion to approve an Anti-littering Policy. Director Moos seconded the motion. The motion carried unanimously.

The Secretary of the Corporation read the proposed resolution and discussion ensued.

By a vote of 7-2-0 (Directors Moos and Souza opposed), the motion carried and the Board of Directors adopted the following resolution:

RESOLUTION 03-06-55

RESOLVED, November 21, 2006 that it is prohibited for any person knowingly and intentionally, without the consent of the Board of Directors, except as those policies expressly allowed by the Board of Directors, to dump, deposit, place, throw, leave, or cause or permit dumping, depositing, placing, throwing, or leaving of, litter on any property managed by the Corporation; and

RESOLVED FURTHER, that the term "litter", as used herein, means all rubbish, refuse, waste material, garbage, offal, paper, glass, cans, bottles, trash, debris, or any foreign or organic substance of every kind and description; and

RESOLVED FURTHER, that any person found guilty of violating this anti-littering policy shall be subject to disciplinary action, per the Corporation's Progressive Disciplinary Policy; and

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

Director Hatch made a motion to remove from the table, the motion to approve a Hate Incident/Hate Crime Policy. The motion was seconded and carried unanimously.

The Secretary of the Corporation read the proposed resolution and discussion ensued.

By a vote of 7-2-0 (Directors Moos and Souza opposed), the motion carried and the Board of Directors adopted the following resolution:

RESOLUTION 03-06-56

WHEREAS, it is the desire of the Corporation to create an environment that is safe for all residents and free of attack against an individual's disability, gender, nationality, race or ethnicity, religion, and/or sexual orientation; and

WHEREAS, to support residents in that regard the Board of Directors of this Corporation desires to implement procedures to help individuals efficiently and effectively report hate crimes and incidents to the proper authorities:

NOW THEREFORE BE IT RESOLVED, November 21, 2006 that the Board of Directors of this Corporation recommends that any individual that believes a hate crime or incident may have occurred take the following action:

- Call the Laguna Woods Police Services at (949) 770-6011 immediately and make a report. **IN AN EMERGENCY SITUATION, CALL 911.**
- Obtain medical attention, if needed. Be sure to keep all medical documentation.
- Leave all evidence in place. Do not touch or remove or clean up anything.
- Document what happened by: taking photographs of all evidence, including physical bodily damage, writing down exactly what was said, particularly any words that indicate bias motivation, and other information that may be valuable.
- Get the name(s), address(es) and phone number(s) of other victims and witnesses.
- If possible, write down a description of the perpetrator and the perpetrator's vehicle.
- Call **1-888-NO-2-HATE** and report the occurrence to OC Human Relations.

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

Director Souza made a motion to remove from the table motions to approve three newly proposed Alteration Standards regarding Satellite Dishes on One, Two and Three Story Buildings – Sections 5A, 5B and 5C. Director Gunter seconded the motion and the motion carried unanimously.

By a vote of 7-2-0 (Directors Keysor and Gros opposed) the following resolutions were adopted:

RESOLUTION 03-06-57

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, this Corporation recognizes the need to establish a policy to streamline the proper installation and maintenance of Satellite Dishes on One Story Buildings;

NOW THEREFORE BE IT RESOLVED, November 21, 2006, that the Board of Directors of this Corporation hereby adopts a policy on Satellite Dishes on One Story Buildings – Section 5A, as attached to the official minutes of this meeting; 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; and

RESOLVED FURTHER, that Resolution M3-96-28, adopted May 21, 1996 is hereby amended, and Resolution 03-06-26 adopted June 20, 2006 is hereby superseded and cancelled.

RESOLUTION 03-06-58

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, this Corporation recognizes the need to establish a policy to streamline the proper installation and maintenance of Satellite Dishes on Two Story Buildings;

NOW THEREFORE BE IT RESOLVED, November 21, 2006, that the Board of Directors of this Corporation hereby adopts a policy on Satellite Dishes on Two Story Buildings – Section 5B, as attached to the official minutes of this meeting; 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; and

RESOLVED FURTHER, that Resolution M3-96-28, adopted May 21, 1996 is hereby amended, and Resolution 03-06-26 adopted June 20, 2006 is hereby superseded and cancelled.

RESOLUTION 03-06-59

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, this Corporation recognizes the need to establish a policy to streamline the proper installation and maintenance of Satellite Dishes on Three Story Buildings;

NOW THEREFORE BE IT RESOLVED, November 21, 2006, that the Board of Directors of this Corporation hereby adopts a policy on Satellite Dishes on Three Story Buildings – Section 5C, as attached to the official minutes of this meeting; 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; and

RESOLVED FURTHER, that Resolution M3-96-28, adopted May 21, 1996 is hereby amended, and Resolution 03-06-26 adopted June 20, 2006 is hereby superseded and cancelled.

NEW BUSINESS

The Board waived the reading of the revised Committee Appointments. The Board reviewed, discussed and revised the proposed Committee Appointments. By way of consensus the Board approved the Appointments as amended, and the following resolution was adopted unanimously:

RESOLUTION 03-06-60

RESOLVED, November 21, 2006 that the following persons are hereby appointed to serve on the committees and services of this corporation:

Finance

Richard Moos, Chair
Bob Hatch, Vice Chair
Dominic Burrasca
Carol Moore
Jim Keysor
Advisors: Bill Partridge, Jim Hart, Rich Haskell

Laguna Canyon Foundation Representative

Richard Moos

Landscape

Gunter Vogt, Chair
Larry Souza, Vice Chair
~~Carol Moore, Vice Chair~~
George Arnold
Dominic Burrasca
Bob Hatch

Richard Moos
Isabel Muennichow
Advisors: John Dudley, Ann Souza
Non Voting Advisor: Linda Wilson

Long Range Planning

Isabel Muennichow, Chair
Bob Hatch
Jim Matson
Larry Souza
Carol Moore
Gunter Vogt
Jim Keysor
George Arnold

Maintenance and Construction

Larry Souza, Chair
George Arnold
Dominic Burrasca
Ray Gros
Bob Hatch
Jim Keysor
Jim Matson
Carol Moore
Richard Moos
Isabel Muennichow
Gunter Vogt
Advisors: John Heiney, John Paulus

New Resident Orientation

Per Rotation List

Plumbing Ad Hoc Committee

Ray Gros, Chair
Jim Matson

Resident Information Services

Dominic Burrasca
Carol Moore

Select Audit

Richard Moos
Bob Hatch

Standards Sub-Committee

Jim Matson, Chair
Bob Hatch

Larry Souza
Dominic Burrasca
Ray Gros

Traffic

George Arnold, Chair
Dominic Burrasca
Jim Keysor

RESOLVED FURTHER, Resolution 03-06-49, adopted October 17, 2006 is hereby superseded and canceled.

CONSENT CALENDAR

Absent any objections and by way of consensus, the Consent Calendar was approved unanimously and the following actions were taken:

Maintenance & Construction Committee Recommendations:

- | | |
|--------|---|
| 2343-A | Approval of request to construct one opening in existing patio wall and install wrought iron railing, with contingencies |
| 3011-Q | Approval of request to construct living room extension, with contingencies |
| 3044-A | Approval of appeal request to retain unauthorized relocated new construction window in bathroom, with contingencies |
| 5547-B | Approval of request to extend rear patio slab, install seat wall, and retain storage unit at back patio, with contingencies |
| 5571-B | Approval of request to extend rear patio with interlocking brick pavers and install a 2'-0" high block wall, with contingencies |

Landscape Committee Recommendations

- | | |
|--------|--|
| 4019-B | Approval of appeal request for relandscaping at the Mutual member's expense |
| 5498-N | Denial of appeal request for off-schedule courtyard patio conversion |
| 2247-D | Approval of request for on-schedule tree removal at the Mutual's expense |
| 3026-P | Denial of request for tree removal |
| 3048-N | Approval of request for removal of three (3) trees at the Mutual's expense |
| 3214-C | Denial of request for tree removal |
| 3237-C | Denial of request to refrain from lawn spraying at 3206-B |
| 3248-B | Approval of request for on-schedule removal of two (2) trees at the Mutual's expense |
| 3360-O | Approval of request for tree removal at the Mutual member's expense |

- | | |
|--------|---|
| 3451-C | Denial of request for turf conversion |
| 4016-O | Approval of request for removal of four (4) trees and shrub replacements at the Mutual member's expense |

Finance Committee Recommendation

No Recommendations were made.

COMMITTEE REPORTS

Director Larry Souza reported from the Maintenance and Construction Committee.

The Secretary of the Corporation read a proposed resolution on authorizing a supplemental appropriation to modify barbed wire fencing affixed to Third Mutual property. Director Jim Keysor made a motion to approve the resolution. Director Gunter Vogt seconded the motion and discussion ensued.

Mutual Members Corky Eley (2401-2E) and Kay Margason (510-C) commented on the resolution.

By a vote of 9-0-0 the motion carried and the Board of Directors adopted the following resolution:

RESOLUTION 03-06-61

WHEREAS, the barbed wire attached to the perimeter wall at various locations of Third Laguna Hills Mutual property has been cited by the City of Laguna Woods for corrective action based upon its determination that the wire protrudes into the City's right-of-way in several locations;

NOW THEREFORE BE IT RESOLVED, November 21, 2006 that the Board of Directors of this Corporation hereby authorizes a supplemental appropriation of \$8,310 from the Unappropriated Expenditures Fund to modify 2,170 feet of barbed wire fencing affixed to the Third Mutual section of block wall along Ridge Route Drive; and

RESOLVED FURTHER, that such funds shall be reimbursed by the City of Laguna Woods; and

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

The Secretary of the Corporation read the following proposed resolution on approving amended Alteration Standard *Section 19 - Balcony Modesty Paneling*:

RESOLUTION 03-06

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 further amend a portion of the Mutual Alteration Standards with regard to *Section 19 - Balcony Modesty Paneling*;

NOW THEREFORE BE IT RESOLVED, January 16, 2007, that Mutual Alteration Standard *Section 19 - Balcony Modesty Paneling* is hereby amended as attached to the official minutes of this meeting; 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; and

RESOLVED FURTHER, that Resolution M3-96-28, adopted May 21, 1996 is hereby amended.

Director Vogt made a motion to approve the resolution. Director Souza seconded the motion and discussion ensued.

Director Souza made a motion to table the resolution to satisfy the required statutory thirty-day notice requirements. The motion was seconded and carried unanimously.

The Secretary of the Corporation read the following proposed resolution on revoking Alteration Standard *Section 36 – Stepping Stones*:

RESOLUTION 03-06

WHEREAS, the Maintenance & Construction Committee of this Corporation desires to provide Members more opportunity to enhance the property surrounding their manor;

NOW THEREFORE BE IT RESOLVED, January 16, 2007, that the Board of Directors of this Corporation hereby revokes Alteration Standard *Section 36 – Stepping Stones*; 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; and

RESOLVED FURTHER, that Resolution M3-96-28, adopted May 21, 1996 is hereby amended; and Resolution 03-05-19, adopted September 20, 2005 is hereby superseded and cancelled.

Director Moos made a motion to approve the resolution. Director Vogt seconded the motion and discussion ensued.

Director Moos made a motion to table the resolution to satisfy the required statutory thirty-day notice requirements. Director Vogt seconded the motion and the motion carried unanimously.

A discussion was held relative to establishing an Exterior Architecture Control Sub-Committee comprised of residents with backgrounds in architecture and design to review exterior architecture improvement submittals to the Committee. No action was taken.

Director Jim Matson reported from the Standards Sub Committee.

Director Ray Gros reported from the Plumbing Ad-Hoc Committee.

Director Gunter Vogt reported from the Landscape Committee.

Prior to the reading of the proposed resolution on approving the Landscape Committee Charter, the Board referred the Charter back to the Landscape Committee for further review.

Director Isabel Muennichow reported from the Third Long Range Planning Committee.

Mutual Member Bud Nesvig (2392-3H) commented on establishing a real estate firm.

No one reported from Resident Information Services.

Director George Arnold reported from the Traffic Committee.

GRF COMMITTEE REPORTS

Director Robert Hatch reported from the GRF Finance Committee.

Director Larry Souza reported from the Maintenance & Construction Committee.

Director George Arnold reported from the Community Activities Committee.

Director Gunter Vogt reported from the Landscape Committee.

Director Jim Keysor reported from the Government and Public Relations Committee.

No one reported from the GRF Security and Community Access Committee.

Director Isabel Muennichow reported from the Broadband Services Committee.

Director Jim Keysor reported from the Bus Services Committee.

DIRECTORS COMMENTS

- Director Arnold encouraged the resident to get involved in the Community and attend committee meetings
- Director Muennichow commented on various maintenance issues
- Director Moore expressed her sentiments on living in the Community
- Director Keysor commented on the realtor community
- Director Vogt wished Phyllis Fish to get well soon and encouraged the residents to fill out the appropriate forms for landscape requests
- Director Moos commented on letters published in the Globe that personally attack Board Members
- Director Souza commented on making decisions for the good of the Community and encouraged the residents to improve their manors
- Director Hatch commented on unresolved issues
- President Matson welcomed the new Board Members and wished the Membership a happy holiday.

The meeting recessed at 11:04 A.M. and reconvened into Executive Session at 11:19 A.M.

The Traffic Committee of the Board met in Executive Session on October 26, 2006 to discuss member disciplinary issues.

During its October 17, 2006 Regular Executive Session Board Meeting the Board reviewed and approved the Minutes of the Regular Executive Meeting of September 19, 2006 and the Minutes of the Special Executive Session Meeting of September 27, 2006; approved the recordation of Notices of Default on Member ID 931-710-29 and Member ID 933-800-19; discussed contractual and litigation issues; and heard five member disciplinary hearing matters.

During its November 1, 2006 Special Executive Session Board Meeting the Board discussed third party contracts.

With no further business before the Board of Directors, the meeting was adjourned at 3:12 P.M.

Isabel Muennichow, Secretary

**YEAR 2007 COLLECTION AND LIEN ENFORCEMENT POLICY AND
PROCEDURES FOR ASSESSMENT DELINQUENCIES**

The following is a statement of the specific procedures, policies and practices employed by Third Laguna Hills Mutual (the "Mutual") in enforcing lien rights or other legal remedies for default in payment of its assessments against its members (the "Policy Statement"). This Policy Statement is provided pursuant to the requirements of California Civil Code Section 1365(d).

The collection of delinquent assessments is of vital concern to all members of the Mutual. Such efforts ensure that all members pay their fair share of the costs of services and facilities provided and maintained by the Mutual. Members' failure to pay assessments when due creates a cash-flow problem for the Mutual and causes those owners who make timely payment of their assessments to bear a disproportionate share of the community's financial obligations.

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

Delinquency reports are made monthly by the Mutual's managing agent to the Board of the Mutual, identifying the member, amount and the length of time the assessments have been in arrears. Additionally, to ensure the prompt payment of monthly assessments the Mutual employs the following collection and lien enforcement procedures:

1. Regular assessments are due and payable to the Mutual, in advance, in equal monthly installments, on the first day of each month. Special assessments shall be due and payable on the due date specified by the Board of Directors in the notice imposing the assessment or in the ballot presenting the special assessment to the members for approval. In no event shall a special assessment be due and payable earlier than thirty (30) days after the special assessment is duly imposed. If the current monthly assessment is not received by the Mutual on or before the close of business on the sixteenth (16th) day of the month (or if a special assessment is not received by the Mutual on or before the close of business on the fifteenth (15th) day after it is due), a Reminder Notice is sent to the member. PLEASE NOTE THAT TO BE CONSIDERED TIMELY, THE PAYMENT MUST BE RECEIVED BY THE MUTUAL WITHIN THIS FIFTEEN (15) DAY GRACE PERIOD. SIMPLY PLACING THE PAYMENT IN THE MAIL BEFORE THE GRACE PERIOD EXPIRES IS NOT SUFFICIENT. It is the policy of the Mutual not to routinely waive any duly imposed. late charges, interest, or actually incurred "Costs of Collection." "Costs of Collection" as used in this Policy Statement shall include, without limitation, an administrative collection fee, currently in the amount of Two Hundred Dollars (\$200) (the "Administrative Collection Fee"), which is charged by the Mutual to cover staff's costs to prepare the files for delivery to the Mutual's legal counsel in order to carry out legal actions authorized hereunder,

as well as direct costs incurred in recording and/or mailing documents attendant to this legal process. This Administrative Collection Fee may be increased by majority vote of the Mutual's Board, and may be collected by the Mutual's legal counsel on its behalf, and remitted to the Mutual, or may be directly collected by the Mutual. It is the member's responsibility to allow ample time to drop off or mail all payments so that they are received before the delinquency date. All notices or invoices for assessments will be sent to members by first-class mail addressed to the member at his or her address as shown on the books and records of the Mutual. However, it is the member's responsibility to be aware of the assessment payment due dates and to advise the Mutual of any changes in the member's mailing address.

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

2. If full payment of the delinquent amount is not received by the close of business on the day which is fifteen (15) days after the date of the Reminder Notice, a Demand Letter will be sent to the member by Certified Mail. Additionally, the Mutual will attempt to contact the member by telephone to remind the member of the delinquency and determine when payment will be made. However, no assurances can be given that the Mutual will in fact reach the member by telephone, and the member is responsible to pay off the delinquency whether or not a telephone reminder is actually received by the member.
3. If full payment of the delinquent amount is not received by the close of business on the thirtieth (30th) day after the date of the Demand Letter, the Mutual may, at its option, and based on the circumstances of the delinquency, including but not limited to, the total delinquent amount owing and the member's payment history, undertake to collect the delinquency by: (1) legal actions, discussed further below, (2) termination of the delinquent member's membership in the Mutual as a result of any foreclosure, or (3) other appropriate means.
4. The failure to pay each assessment payment on a timely basis imposes financial pressure and burdens on the Mutual's budget. The monthly assessments are the Mutual's principal and only regular source of revenue to meet current operating and reserve expenses incurred on behalf of the members of the Mutual. Special assessments must be received in a timely fashion in order to finance the special projects for which said assessments are imposed. Accordingly, in order to reduce the amount and duration of

delinquencies and to encourage the prompt and full payment of the assessments, the Mutual has been vested with certain enforcement rights and remedies which are in addition to those which exist generally for creditors. For example, the Mutual may, after following appropriate procedures prescribed by law and the Mutual's governing documents, suspend a delinquent member's right to vote on matters requiring collective action by the Mutual, or to use facilities or receive services provided by the Mutual, or both, until the delinquency is paid in full. Failure to pay the assessments may also result in suspension of membership in and the ability to use the facilities provided by the Golden Rain Foundation of Laguna Woods.

The Mutual may also take various legal actions to enforce the collection of delinquencies. These actions may be taken separately or concurrently.

First, a civil action in small claims court may be filed (or a lien recorded as to which the Mutual is prohibited from foreclosing while the amount of the delinquent assessments, exclusive of any late charges, fees, attorney's fees, interest, and costs of collection is less than One Thousand Eight Hundred Dollars (\$1,800, or the delinquent assessments are less than twelve (12) months delinquent), with a management company representative or bookkeeper appearing and participating on behalf of the Mutual.

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

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

These conditions include that, prior to initiating a foreclosure, the Mutual shall offer the member, and if so requested by the member, must participate in dispute resolution pursuant to the Mutual's "meet and confer" program, or alternative dispute resolution ("ADR"). The decision to pursue dispute

resolution or a particular type of ADR shall be the choice of the member, except that binding arbitration shall not be available if the Mutual intends to initiate a judicial foreclosure.

Another condition is that the decision to initiate foreclosure of a lien for delinquent assessments that has been validly recorded shall be made only by the Board, and may not be delegated to an agent of the Mutual. The Board shall approve the decision by a majority vote of the Board in an executive session. The vote must be recorded in the minutes of the next meeting of the Board open to all members; however, the confidentiality of the member shall be maintained by identifying the matter in the minutes only by the Parcel Number, and not by the name of the owner or owners. A Board vote to approve foreclosure of a lien shall take place at least thirty (30) days prior to any public sale.

The Board must provide notice by personal service to an owner of a separate interest or their legal representative, if the Board votes to foreclose. The owner's legal representative to whom such notice must be sent shall be the person whose name is shown as the owner of a separate interest in the Mutual's records, unless another person has been previously designated by the owner as his or her legal representative in writing and mailed to the Mutual, in a manner that indicates that the Mutual has received it. In the absence of written notification by a non-occupying owner to the Mutual, the address of the owner's separate interest may be treated as the owner's mailing address.

A non-judicial foreclosure by an association to collect upon a debt for delinquent assessments is subject to a statutory right of redemption. The redemption period within which the separate interest may be redeemed from a foreclosure sale ends ninety (90) days after the sale. A notice of sale in connection with the Mutual's foreclosure of a separate interest shall include a statement that the property is being sold subject to this right of redemption.

If a foreclosure action is prosecuted to judgment and the judgment is in favor of the Mutual, assets of the member may be seized or a lien may be placed on such assets to satisfy the judgment.

Pursuant to the provisions of the Davis-Stirling Common Interest Development Act, applicable regulations, and the Covenants, Conditions and Restrictions (CC&R's), the delinquent amount, as well as late payment penalties for the delinquent assessments and/or interest charges and/or charges for Costs of Collection that are incurred by the Mutual or its managing agent acting on behalf of the Mutual in its efforts to collect delinquent assessments (including, but not limited to, attorney's fees, title company and foreclosure service company charges, charges imposed to defray the cost of

preparing and mailing demand letters and recording costs (such as the Administrative Collection Fee), and costs associated with small claims court actions), may be enforced as a lien against the member's Manor.

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

Prerequisites to Recording a Lien: Offer of ADR and Thirty (30) Day Pre-Lien Notice to the Delinquent Owner. Before a Notice of Delinquent Assessment can be recorded in the chain of title to the manor of a delinquent member, the Mutual must offer the owner, and if so requested by the owner, must participate in dispute resolution pursuant to the Mutual's "meet and confer" program (per the requirements set forth in Article 5 commencing with Section 1363.810 of Chapter 4) or ADR as set forth in Article 2 (commencing with Section 1369.510 of Chapter 7), both in the California Code of Civil Procedure.

The decision to pursue dispute resolution or a particular type of ADR shall be the choice of the owner (except that binding arbitration is not available if the Mutual intends to initiate a judicial foreclosure). If the Member elects not to proceed with dispute resolution or any type of ADR, then the Mutual must send the member a certified notice providing information regarding the sums claimed as being delinquent ("Pre-Lien Notice"). No lien can be recorded until thirty (30) days after this Pre-Lien Notice has been given. This certified Pre-Lien Notice from the Mutual must include the following information:

- (a) A general description of the collection and lien enforcement procedures of the Mutual and the method of calculation of the amount that is claimed to be owed (this summary of assessment collection procedures is intended to satisfy that disclosure requirement);
- (b) A statement that the notified member has the right to inspect the Mutual's records pursuant to Section 8333 of the Corporations Code;
- (c) A statement in 14-point capital letters (or boldface type): "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION";
- (d) An itemized statement of the charges owed by the member, including items on the statement that indicate the amount of any delinquent assessments, the fees and Costs of Collection, reasonable attorney's fees, and late charges, and interest, if any;

- (e) A statement that the member shall not be liable to pay the charges, interests and Costs of Collection if it is determined that the assessment was paid on time to the Mutual;
- (f) A statement that the notified member has a right to meet with the Board to discuss a payment plan (further discussed below);
- (g) A statement that the member has the right to dispute the assessment debt by submitting a written request for dispute resolution to the Board pursuant to the Mutual's "meet and confer" program; and
- (h) A statement that the member has the right to request ADR with a neutral third party before the Mutual may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Mutual intends to initiate a judicial foreclosure.

Owner's Right to Request a Meeting with the Board, or Dispute Resolution or ADR. On receipt of the certified PreLien Notice described above, the noticed member has several possible courses of action that can be taken at this point in the collection process, such as:

- (a) The member has the right to participate in dispute resolution under the Mutual's "meet and confer" program or ADR with a neutral third party;
- (b) The noticed member has a right to submit a written request to meet with the Board of Directors to discuss a payment plan for the delinquent assessment, as long as the request for a meeting is made within fifteen (15) days following the postmark on the Mutual's Pre-Lien Notice to the member. That meeting must take place within forty-five (45) days (calculated from the postmark on the member's request) and must be conducted in executive session. When a member has made a timely request for a meeting to discuss a payment plan, the Mutual must provide the requesting member with the Mutual's standards for payment plans, if any standards have been adopted. There is no statutory authorization for the Board to delegate this meeting obligation to a property manager, but the Board can designate a committee of one or more members to meet with the member if there is no regularly scheduled Board meeting that will occur within forty-five (45) days of the member's request.

Payment plans may incorporate any assessments that accrue during the payment plan period. Payment plans may not impede the Mutual's ability to record a lien on the member's separate interest to secure payment of delinquent assessments. Additional late fees shall not accrue during the payment plan period if the member is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the Mutual may

resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan.

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

Additionally, in accordance with state law, payments received on delinquent assessments shall be applied to the member's account in the following order of priority: first, to the principal owed; then to accrued interest and late charges; then to attorney's fees; then to title company and foreclosure service company charges and other Costs of Collection. Payments on account of principal shall be applied in reverse order so that the oldest arrearages are retired first. Interest shall continue to accrue on unpaid balances of principal, and other costs and charges imposed in accordance with Civil Code section 1366(d).

The Mutual is prohibited from recording a lien or initiating a foreclosure action without participating in dispute resolution or ADR procedures if so requested by the member. If it is determined through dispute resolution or ADR that the Mutual has filed a lien for delinquent assessments in error, the Mutual is required to promptly reverse all late charges, fees, interest, attorney's fees, Costs of Collection, costs imposed for the Pre-Lien Notice, and costs of recordation and release of the lien (per Civil Code Section 1367.4(b)), and pay all costs related to any dispute resolution or ADR that has been pursued.

Notwithstanding the foregoing, the right of any owner of a separate interest to utilize alternative dispute resolution may not be exercised more than two (2) times in any single calendar year, nor more than three (3) times within any five (5) calendar years. However, by mutual agreement, the parties may enter into alternative dispute resolution for a number of times in excess of the limits set forth in the previous sentence, as provided for in the Davis-Stirling Common Interest Development Act.

Members have a right to identify in writing to the Mutual a secondary address for purposes of collection notices delivered pursuant to this collection and lien enforcement policy, and upon receipt of a written request from a member identifying a secondary address, the Mutual must send additional notices to this secondary address.

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

Third Laguna Hills Mutual

Section 5A - Satellite Dishes: 1 Story Buildings

Adopted (month) 2006, Resolution xx-xx-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).
- 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. Saturday work should be held to a minimum and no work whatsoever shall be permitted on Sunday.
- 1.5 **PLANS:** The Member applying for a permit shall provide to the Permits and Inspections office a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 **DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor is responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's or Member's dumpsters, if required, must have location approved by the Permits and Inspections office.
- 1.7 **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.

2.0 GENERAL GUIDELINES

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

3.0 INSTALLATION GUIDELINES

- 3.1** Satellite dish installation is permitted on Exclusive Use Common Area, i.e., patios. The dish must stay within footprint of patio.

- 3.2 Satellite dish installation is permitted on building fascias of **detached manors only**. The resident shall make all efforts to install a satellite dish that will not be visible from neighboring street(s). Satellite dishes must be installed no less than twenty (20) feet from the corner of the building closest to the street, and cannot be attached on a side of the building that faces the street.
- 3.3 Satellite dish installation is permitted on **flat roofs** when the location does not interfere with the overall visual continuity of the manor and/or surrounding area. No satellite dish or any portion of a satellite dish and its related Members shall be attached to any built-up roofing on a flat roof. See 2.2 for installation criteria.
- 3.4 To install a dish on a **flat roof**, mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" cinderblocks (see Example 1 below).
- 3.5 Only one (1) satellite dish per manor is allowed.
- 3.6 Any satellite dish installed on Common Area shall not exceed a diameter of 23".
- 3.7 No coaxial cable shall be larger than ½" in diameter.
- 3.8 Fasteners shall be properly sealed to prevent moisture intrusion. Sealants shall be specifically manufactured for the application for which it is used.
- 3.9 Drilling through a roof is prohibited.
- 3.10 Utilization of any GRF Broadband installation and/or equipment is prohibited.
- 3.11 Mounting of a satellite dish to PVC, ABS or plumbing vent pipes is prohibited.
- 3.12 No modifications to any fascia, rain gutter or plumbing vent shall be permitted. A satellite dish installation shall not obstruct a rain gutter or plumbing vent in any way.
- 3.13 It is recommended that satellite dishes and installation materials be grounded in accordance with the National Electric Code.

Third Laguna Hills Mutual

Section 5B - Satellite Dishes: 2 Story Buildings

Adopted (month) 2006, Resolution xx-xx-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).
- 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. Saturday work should be held to a minimum and no work whatsoever shall be permitted on Sunday.
- 1.5 **PLANS:** The Member applying for a permit shall provide to the Permits and Inspections office a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 **DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor is responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's or Member's dumpsters, if required, must have location approved by the Permits and Inspections office.
- 1.7 **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.

2.0 GENERAL GUIDELINES

- 2.1 Any installation permitted in Mutual Common Area at two story buildings must follow all guidelines set forth by the following Mutual Alteration Standard.

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

3.0 INSTALLATION GUIDELINES

- 3.1 Satellite dish installation is permitted on Exclusive Use Common Area, e.g. patios or balconies. Dish must stay within footprint of patio or perimeter of balcony railing.
- 3.2 Only one (1) satellite dish per manor is allowed.
- 3.3 Any satellite dish installed on Common Area shall not exceed a diameter of 23".
- 3.4 No coaxial cable shall be larger than 1/2" diameter.

- 3.5** Unless otherwise specified, coaxial cable shall be encased in ½", 26 gauge steel wiremold fastened to the surface of the wall with ½" mounting clips and anchors, specified for stucco, attached every four feet. Wiremold shall be painted to match the surface to which it is attached **prior to installation**. Fasteners shall be properly sealed to prevent moisture intrusion. Sealants shall be specifically manufactured for the application for which it is used.
- 3.6** Drilling through a roof is prohibited.
- 3.7** Utilization of any GRF Broadband installation and/or equipment is prohibited.
- 3.8** Mounting of a satellite dish to PVC, ABS, plumbing vent pipes is prohibited.
- 3.9** No satellite dish or any portion of a satellite dish and its related members shall be attached to any built-up roofing on a flat roof.
- 3.10** No modifications to any fascia, rain gutter or plumbing vent shall be permitted. A satellite dish installation shall not obstruct a rain gutter or plumbing vent in any way.
- 3.11** It is recommended that satellite dishes and installation materials be grounded in accordance with the National Electric Code.
- 3.12 Buildings with flat roof and mansard roof**
- (a)** Place the satellite dish approximately 15 feet from the edge of the flat roof above the manor for which the service is being provided. At no time can the dish be mounted on the side of the building or to existing fascias.
- (b)** Mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" cinderblocks (see Example 1 below).
- (c)** Extend the coaxial cable from the dish, across the surface of the roof, to the mansard roof. Continue over the mansard roof and rain gutter, firmly and without slack, until the coaxial cable reaches the overhang. (Do not alter or damage the tile or rain gutter in any way.
- (d)** Attach wiremold to the overhang, continue in a straight line to the wall of the building, and down vertically and horizontally, as required, to provide entry to the manor 24" from the floor. Encase the coaxial cable in the attached wiremold. Penetrate the wall to bring coaxial cable into the manor. (See 3.5)

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

3.13 Buildings with flat roof and parapet

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

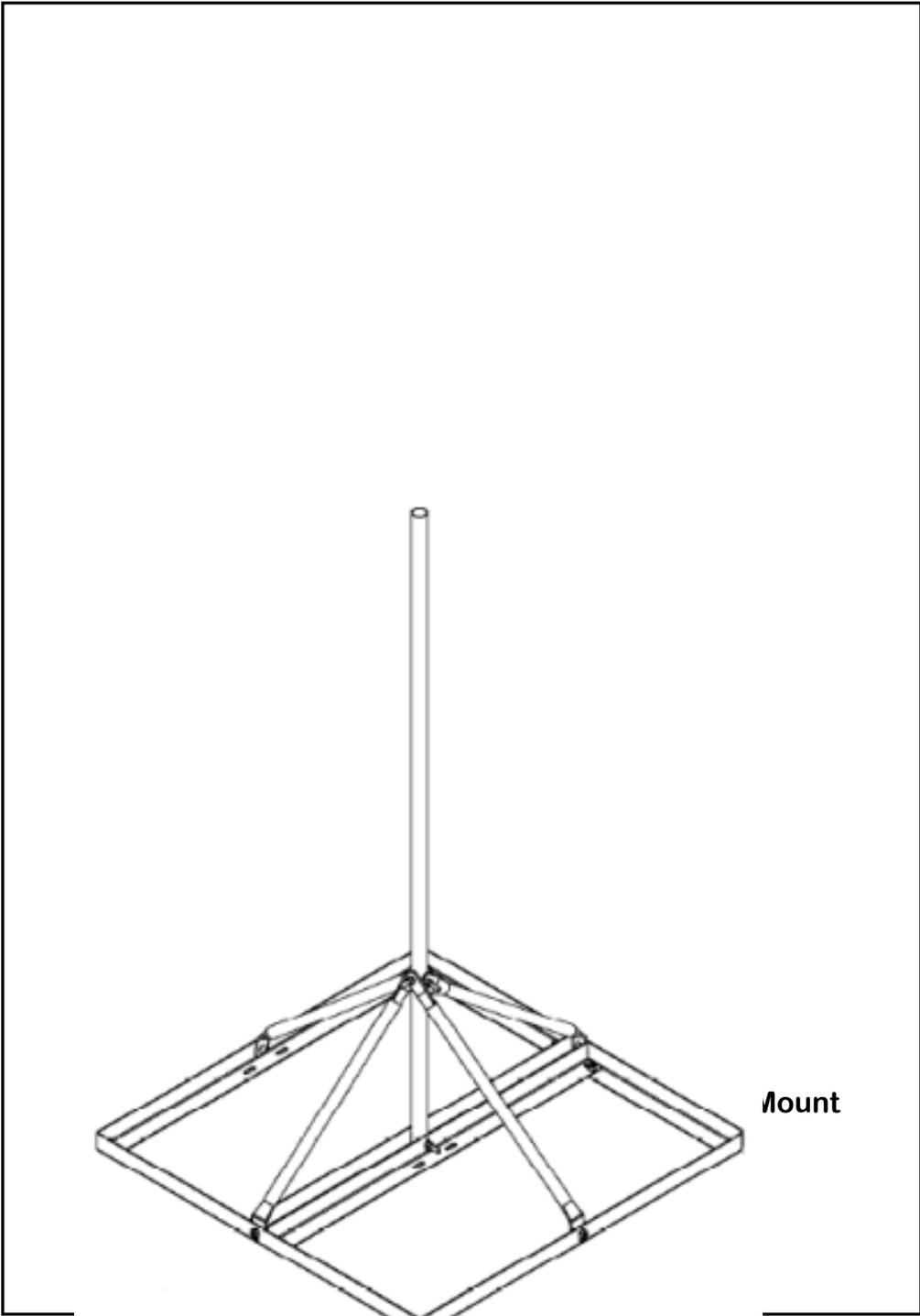
3.14 Seville

- (a) Place the satellite dish approximately 15 feet from the edge of the flat roof above the manor for which the service is being provided. At no time can the dish be mounted on the side of the building, existing fascias, or on roof beams.
- (b) Mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" cinderblocks (see Example 1 below).
- (c) Extend the coaxial cable from the dish across the surface of the roof to the fascia. Attach the coaxial cable to the inside of the fascia and continue down to a location that is directly in line above the room selected for installation of the jack. Attach the coaxial cable to the overhang and continue to the wall of the building. Attach wiremold to the wall, vertically, in a straight line down to provide entry to the manor 24" from the floor. Encase the coaxial cable in the attached wiremold. Penetrate the wall to bring coaxial cable into the manor. (See 3.5)

- (d) Do not use, alter or damage existing wiremold installation. Do not alter or damage rain gutters.

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

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



Mount

Third Laguna Hills Mutual

Section 5C - Satellite Dishes: 3 Story Buildings

Adopted (month) 2006, Resolution xx-xx-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).
- 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. Saturday work should be held to a minimum and no work whatsoever shall be permitted on Sunday.
- 1.5 **PLANS:** The Member applying for a permit shall provide to the Permits and Inspections office a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 **DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor is responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's or Member's dumpsters, if required, must have location approved by the Permits and Inspections office.
- 1.7 **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.

2.0 GENERAL GUIDELINES

- 2.1 Any installation permitted in Mutual Common Area at three story buildings must follow all guidelines set forth by the following Mutual Alteration Standard.

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

3.0 INSTALLATION GUIDELINES

- 3.1 Satellite dish installation is permitted on Exclusive Use Common Area, e.g. patios or balconies. Dish must stay within footprint of patio or perimeter of balcony railing.
- 3.2 Only one (1) satellite dish per manor is allowed.
- 3.3 Any satellite dish installed on Common Area shall not exceed a diameter of 23".

- 3.4 No coaxial cable shall be larger than ½" in diameter.
- 3.5 Unless otherwise specified, coaxial cable shall be encased in ½", 26 gauge steel wiremold fastened to the surface of the wall with ½" mounting clips and anchors, specified for stucco, attached every four feet. Wiremold shall be painted to match the surface to which it is attached **prior to installation**. Fasteners shall be properly sealed to prevent moisture intrusion. Sealants shall be specifically manufactured for the application for which it is used.
- 3.6 Drilling through a roof is prohibited.
- 3.7 Utilization of any GRF Broadband installation and/or equipment is prohibited.
- 3.8 Mounting of a satellite dish to PVC, ABS or plumbing vent pipes is prohibited.
- 3.9 No satellite dish or any portion of a satellite dish and its related members shall be attached to any built-up roofing on a flat roof.
- 3.10 No modifications to any fascia, rain gutter or plumbing vent shall be permitted. A satellite dish installation shall not obstruct a rain gutter or plumbing vent in any way.
- 3.11 It is recommended that satellite dishes and installation materials be grounded in accordance with the National Electric Code.
- 3.12 **Garden Villa-type buildings with a mansard roof**
 - (a) Place the satellite dish approximately 15 feet from the edge of the flat roof above the manor for which the service is being provided. Coaxial cable installation is permitted on exterior walls but is prohibited on interior walls facing the courtyard. At no time can the dish be mounted on the side of the building or to existing fascias.
 - (b) Mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" cinderblocks (see Example 1 below).
 - (c) Extend the coaxial cable from the dish, across the surface of the roof, to the mansard roof. Continue over the mansard roof and rain gutter, firmly and without slack, until the coaxial cable reaches the overhang. Do not alter or damage the tile or rain gutter in any way.
 - (d) Attach wiremold to the overhang, continue in a straight line to the wall of the building, and down vertically and horizontally as required to provide entry to the manor 24" from the floor. Encase the coaxial cable in the attached wiremold. Penetrate the wall to bring coaxial cable into the manor. (See 3.5).

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

3.13 LH2Is with an overall flat roof and mansard roof

- (a) Place the satellite dish approximately 15 feet from the edge of the flat roof above the manor for which the service is being provided. Coaxial cable installation is permitted on the back and end walls but is prohibited on the front wall of the building. At no time can the dish be mounted on the side of the building or to existing fascias.
- (b) Mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" cinderblocks (see Example 1 below).
- (c) Extend the coaxial cable from the dish, across the surface of the flat roof and down the fascia. Continue over the mansard roof and rain gutter, firmly and without slack, until the coaxial cable reaches the wall of the building. Do not alter or damage the tile or rain gutter in any way.
- (d) Attach wiremold to the wall immediately below the rain gutter and continue down vertically and horizontally as required to provide entry to the manor 24" from the floor. Encase the coaxial cable in the attached wiremold. Penetrate the wall to bring coaxial cable into the manor. (See 3.5)
- (e) Do not place wiremold within 18" of balconies, balcony railings or balcony overhangs. Do not place wiremold across any part of an overhang vent or near, or on, windows. Do not alter or damage wall-mounted air conditioners.

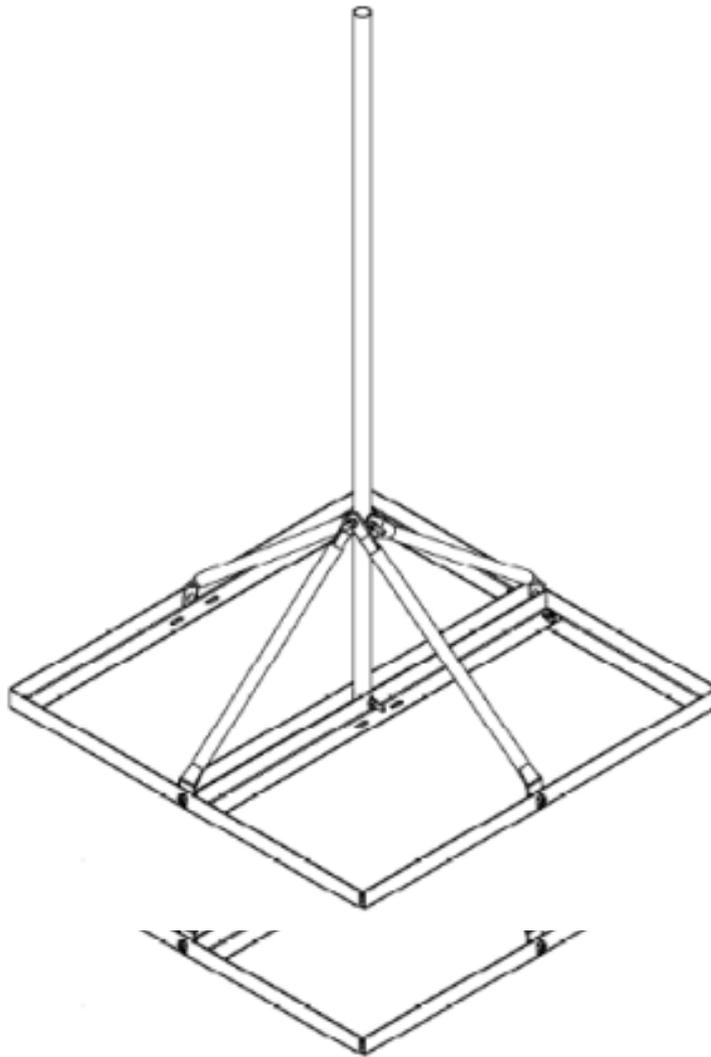
3.14 LH2Is with flat elevated center roof and mansard roof

- (a) Place the satellite dish in the approximate center of the elevated flat roof above the manor for which the service is being provided. Coaxial cable installation is permitted on the back and end walls but is prohibited on the front of the building. At no time can the dish be mounted on the side of the building or existing fascias.
- (b) Mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" cinderblocks (see Example 1 below).

- (c) Extend the coaxial cable from the dish across the surface of the flat elevated roof, and continue downward, firmly and without slack, over the mansard roof until the coaxial cable reaches the rain gutter or fascia. Do not alter or damage the fascia or rain gutter in any way.
- (d) Attach wiremold to the overhang, continue in a straight line to the wall of the building, and down vertically and horizontally, as required, to provide entry to the manor 24" from the floor. Encase the coaxial cable in the attached wiremold. Penetrate the wall to bring coaxial cable into the manor. (See 3.5)
- (e) Do not place wiremold within 18" of balconies, balcony railings or balcony overhangs. Do not place wiremold across any part of an overhang vent or near, or on, windows. Do not alter or damage wall-mounted air conditioners.

3.15 LH2Is with sloping overall tile roof

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



Example 1: Non-Penetrating Satellite Dish Roof Mount

Example 1: Non-Penetrating Satellite Dish Roof Mount