

**Manor 3364-2F**

## ATTACHMENT 1 VARIANCE REQUEST FORM



MANOR # 3364-2F

☐ ULWM

☒ TLHM

### Variance Request Form

SA 21776406

Model: <b>Sierra</b>	Plan: <b>LH21B</b>	Date: <b>3/01/2023</b>
Member Name: <b>JOAN RUTKOWSKI</b>	Signature:	
Phone:	E-mail:	
Contractor Name/Co: <b>AMS</b>	Phone: <b>(949) 289-3374</b>	E-mail: <b>AMS@amsgc.net</b>
Mailing Address: (to be used for official correspondence) <b>21 SARCITO, FOOTHILL RANCH, CA 92610</b>		

#### Description of Proposed Variance Request ONLY:

INSTALL NEW MINI SPLIT ON BALCONY. FOLLOWING LAGUNA WOODS "STANDARD 4" 3.0 CENTRAL AND DUCTLESS UNITS. THE SLEEVE SHALL NOT BE REMOVED. PROPOSE TO MOUNT ABOVE THE EXIST'G SLEEVE PER ATTACHED HVAC ELEV. DRAWING, "M-1" REFERENCE DWG FOR PROPOSED DETAILS.

\*REQUEST EXTERIOR PAINT COLOR SPECS FOR EXTERIOR FIELD COLOR.

#### Dimensions of Proposed Variance Alterations ONLY:

MINI SPLIT MITSUBISHI 34" H x 33 1/2" W x 13" D. THIS PHYSICAL SIZE IS BELOW THE MAXIMUM SIZE UNDER THE "STANDARDS" 4" 3.0 CENTRAL AND DUCTLESS UNITS, § 3.3 48" H x 37" W x 36" D

FOR OFFICE USE ONLY

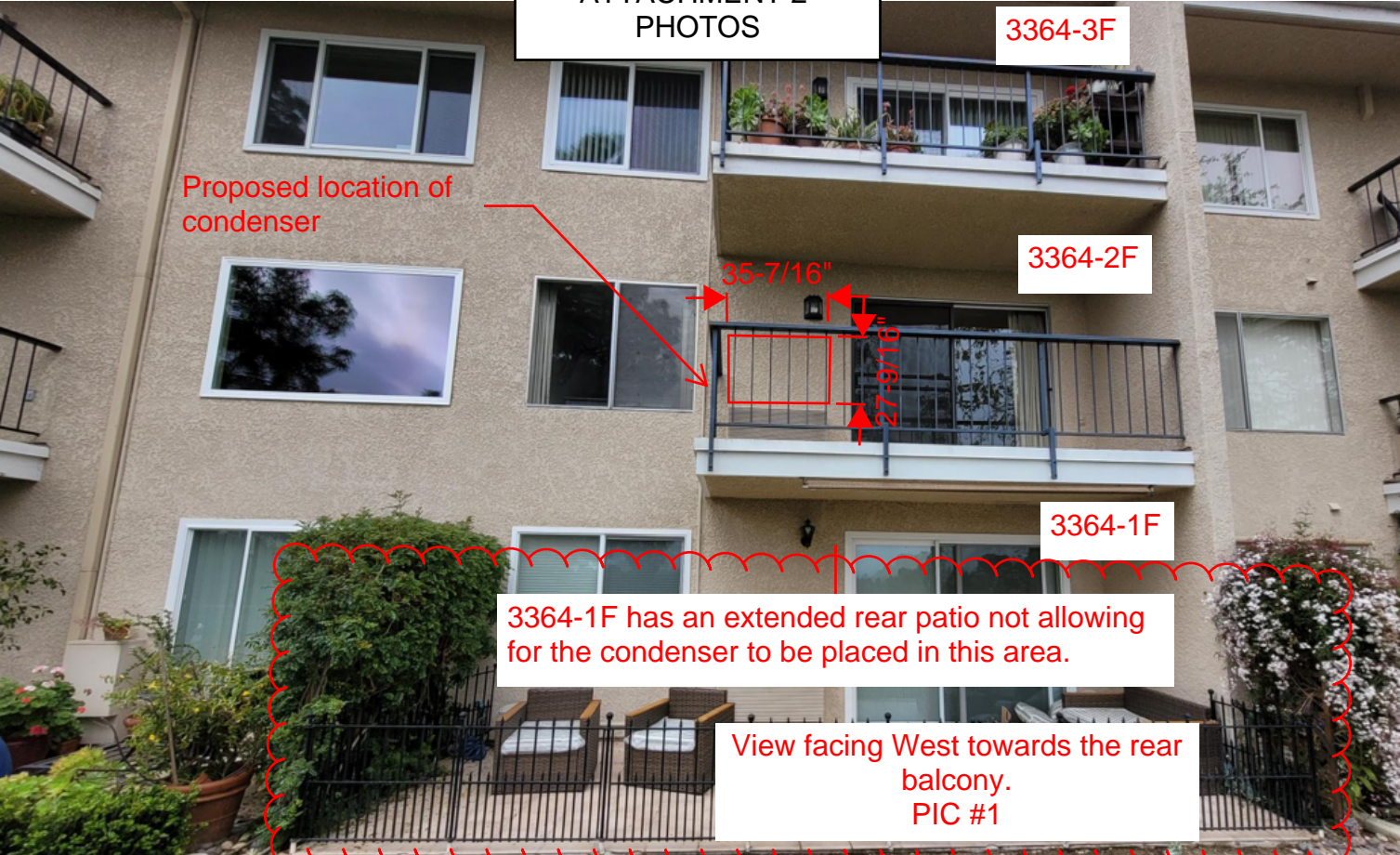
**PAID**

RECEIVED BY: \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_ Check# 718042 BY: jt

Alteration Variance Request	Complete Submittal Cut Off Date:
<b>Check Items Received:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Drawing of Existing Floor Plan</li> <li><input type="checkbox"/> Drawing of Proposed Variance</li> <li><input type="checkbox"/> Dimensions of Proposed Variance</li> <li><input type="checkbox"/> Before and After Pictures</li> <li><input type="checkbox"/> Other: _____</li> </ul>	<b>Meetings Scheduled:</b> <p>Third AC&amp;S Committee (TACSC): _____</p> <p>United AC&amp;S Committee: _____</p> <p>Board Meeting: _____</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Denied <input type="checkbox"/> Tabled                 </div> <div> <input type="checkbox"/> Approved <input type="checkbox"/> Other _____                 </div> </div>



ATTACHMENT 2  
PHOTOS





ATTACHMENT 2  
PHOTOS





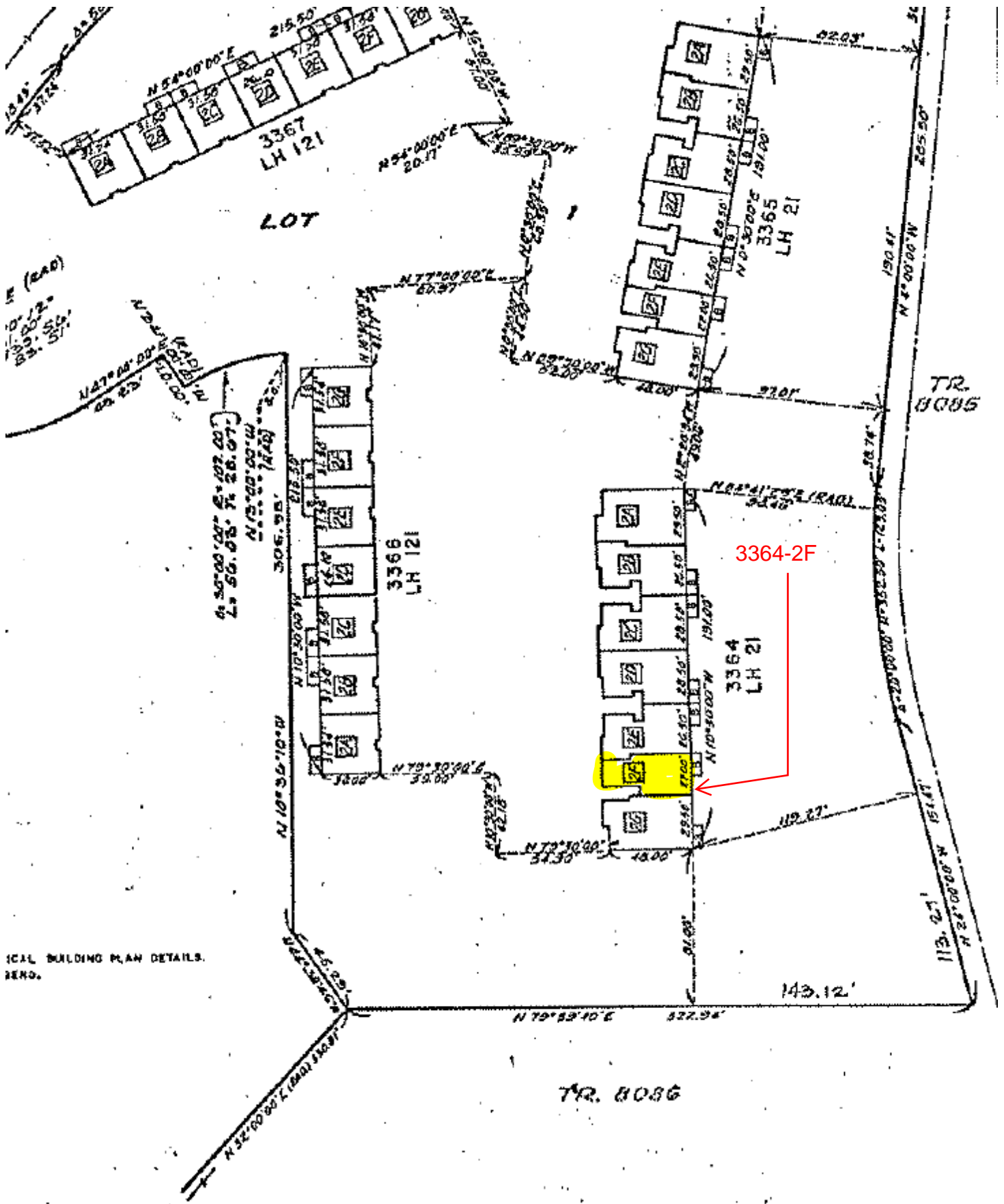
ATTACHMENT 3  
AERIAL

3364-2F  
Punta  
Alta

▼ SYMBOL DENOTES LOCATION OF MANOR



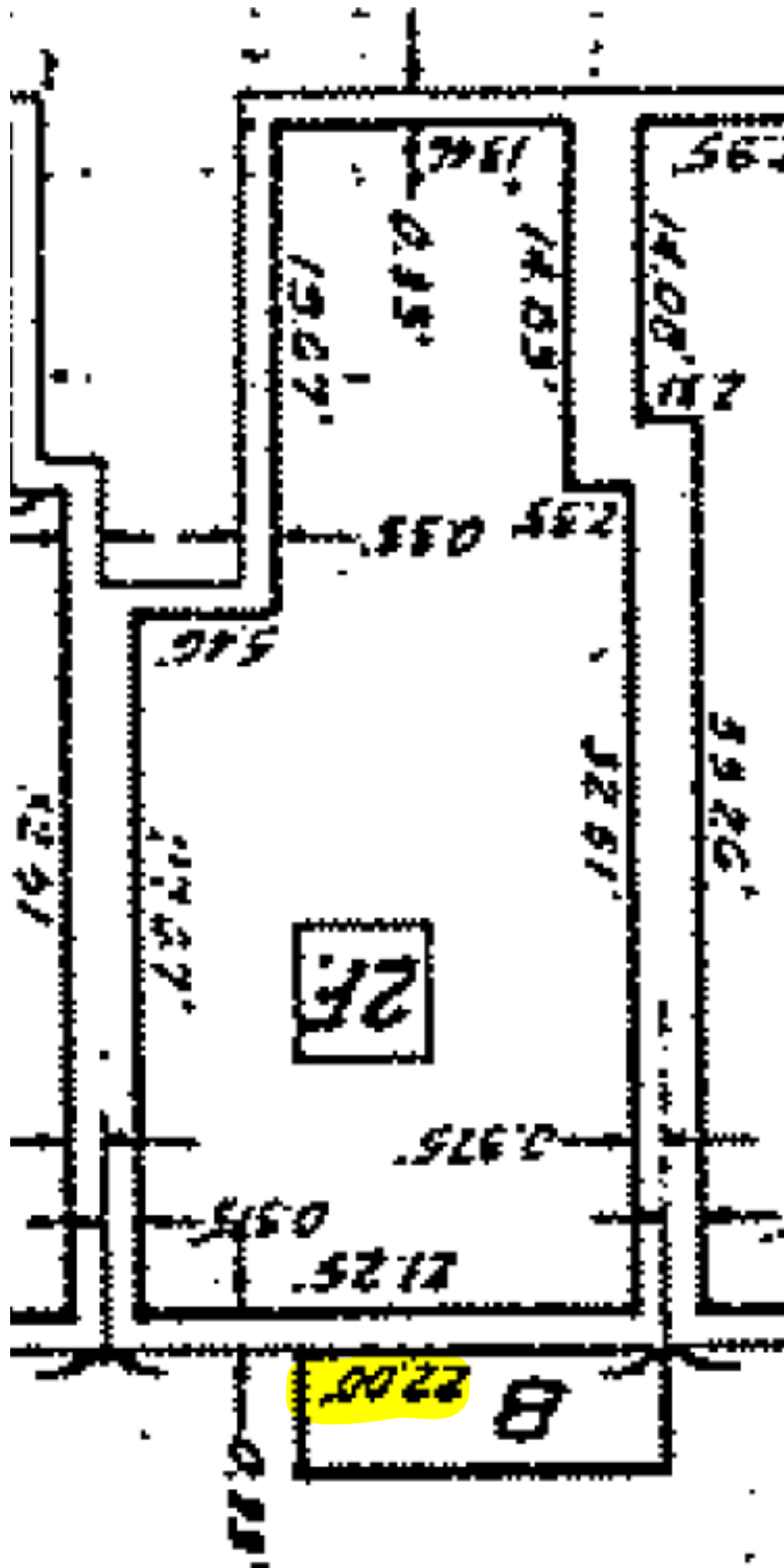
# ATTACHMENT 3 LOCATION MAP



ICAL BUILDING PLAN DETAILS.  
RENO.

TR. 8086

ATTACHMENT 3  
TRACT MAP





**ATTACHMENT 4  
EXISTING FLOOR PLAN**

PIC #3

PIC #1

PIC #2

PIC #4

**GENERAL NOTES:**

1. 3364-2F is a middle unit in a building with 21 units.

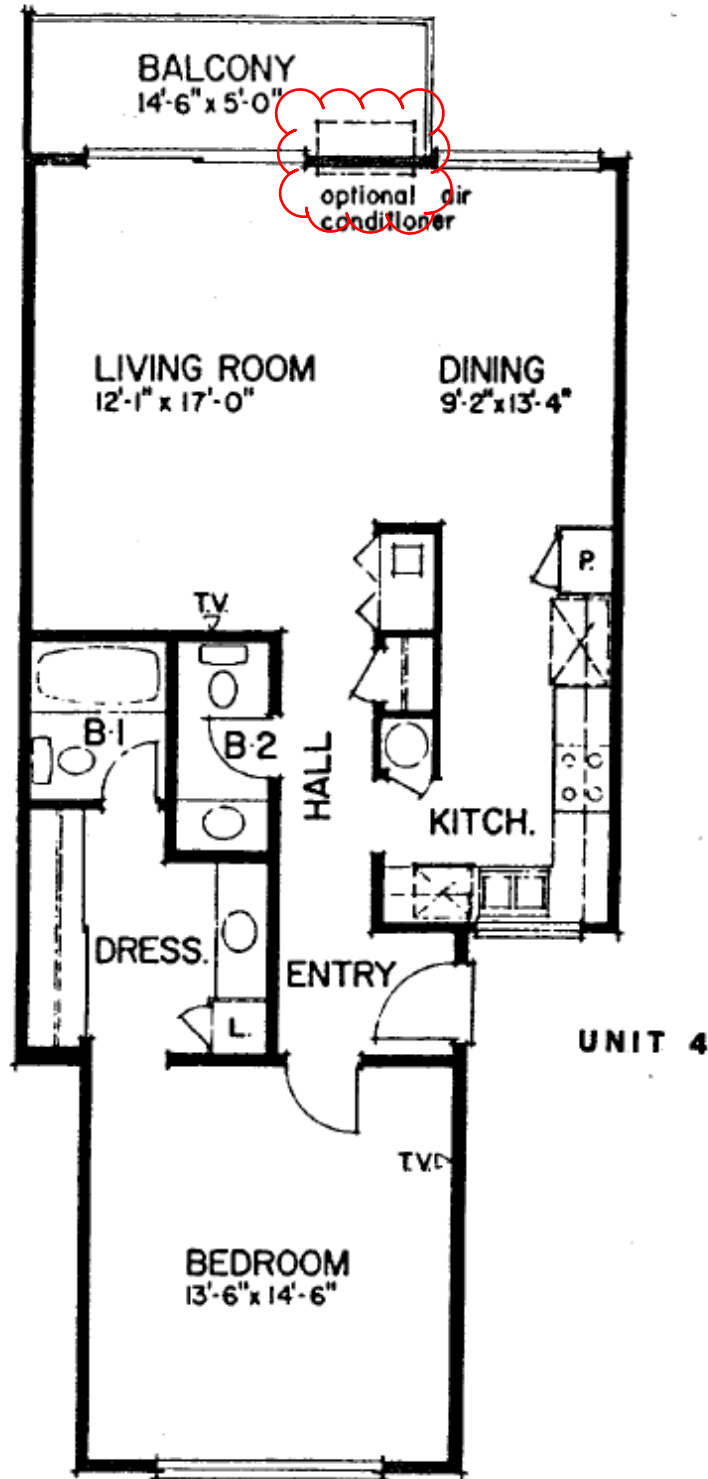
2. The measurements of the condenser are 27-9/16" H x 35-7/16" W x 13" D.

3. 3364-1F has an extended patio that does not allow space for the condenser of 2F to be placed on the ground level

4. The condenser will be wall mounted above the existing wall sleeve.

5. The City confirmed no specific clearance is needed between the wall sleeve and the condenser as long as it does not obstruct the existing sleeve.

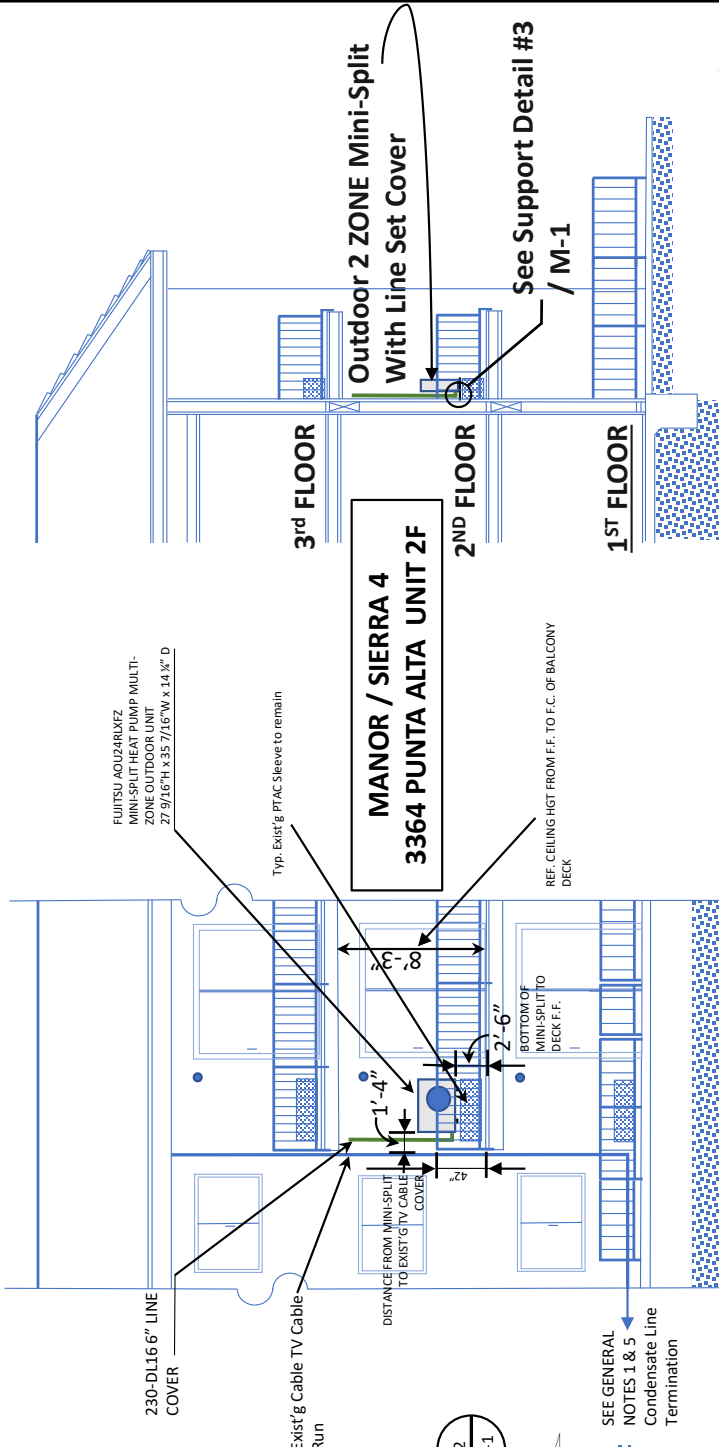
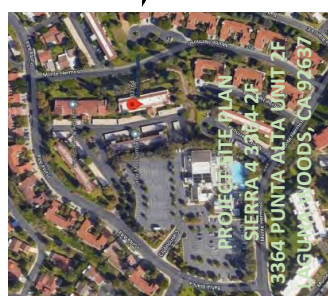
6. Installing the condenser on the roof will significantly increase the cost for the owner.



**SEIRRA, VILLA NUEVA (LH21)**



# VICINITY MAP



## REAR ELEVATION PLAN

Scale: Not to Scale for Reference Only

### GENERAL NOTES:

1. Condensate line to follow existing Cable TV Cable run as shown. Drain run to terminate @ first floor Planter with a seepage drain installed per UMC.
2. All Hardware to support bracket for New A/C must include split and flat washers galv. or SS.
3. Installation of New Outdoor HVAC Unit. Shall adhere to Laguna Woods Standard 4 Air Conditioning Units/Heat Pumps
4. Condensate line and Refrigerant Lines Shall be Installed with a Cover and to match in color of Exist'g structure.
5. New proposed Mini-Split Air Conditioner does not face any adjacent neighboring structure to deter from curb appeal or violate Laguna Woods Standards 4 guidelines.

## DETAIL REAR VIEW ELEVATION

Scale: Not to Scale for Reference Only

02

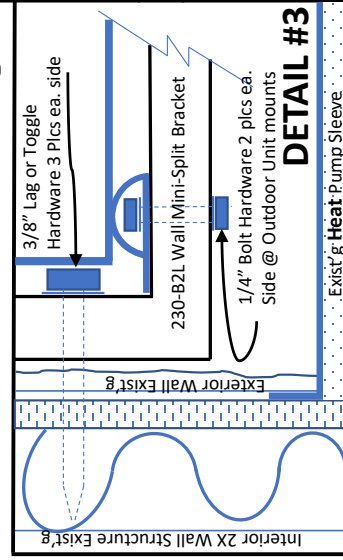
M-1

## REAR SECTION ELEVATION VIEW

Scale: Not to Scale for Reference Only

01

M-1



## ELEVATION PLAN – HVAC OUTDOOR UNIT LOCATION

Scale: Not to Scale for Reference Only

3/22/2023

AMS General Contractor and Design Services

**AMS GENERAL CONTRACTOR AND DESIGN SERVICES**  
21 Saudio  
Foothill Ranch, CA 92610  
(888)AMS-0665  
561241 B

ATTACHMENT 4  
SCOPE PLAN(S)  
PROPOSED

CLIENT /  
HOMEOWNER:  
JOAN RUTKOUSKI  
Date: 2/28/2023  
Drawn By:  
JLN/AMS  
REV. Date: 3-22-2023  
**M-1**

## Inverter Driven Heat Pump

24,000 BTU Multi Zone System

Job Name _____	Date _____
Location _____	Approval _____
Engineer _____	Construction _____
Submitted To _____	Unit No _____
Submitted By _____	Drawing No _____
Reference _____	

### PRODUCT FEATURES

Operate as few as one indoor unit or all indoor units  
Mix & match from 4 indoor unit styles  
Blue-fin condenser coil coating



### MODEL NUMBERS

Outdoor Unit AOU24RLXFZ  
System 24RLXFZ

### EFFICIENCIES

Indoor Unit Type	Non - Ducted	Ducted	Mix
SEER	18	15.5	16.75
SEER2	18.5	16	17.25
EER	12.5	10.6	11.55
EER2	12.5	10.6	11.55
HSPF	9.5	9.0	9.3
HSPF2	8.7	8.5	8.6
COP	kW/kW 4.04	3.42	3.73
COP	Btu/hW 13.8	11.7	12.7
COP2	kW/kW 4.04	3.42	3.73
COP2	Btu/hW 13.8	11.7	12.7

### OUTDOOR TEMPERATURE OPERATION RANGE

Cooling	*F(*C)	14 to 115 (-10 to 46)
Heating		5 to 75 (-15 to 24)

### CAPACITIES

Total Capacity Range		14,000 - 27,000
Cooling	Rated	22,000
	Min.-Max.	6,100 - 27,000
Heating	Rated	24,000
	Min.-Max.	6,800 - 29,800

### LINESET REQUIREMENTS

Connection Method		Flare
Liquid	in (mm)	Ø1/4 (Ø6.35) × 3
Gas		Ø3/8 (Ø9.52) × 2 + Ø1/2 (Ø12.7) × 1
Pre-charge length (Total)		98 (30)
Max. length (Total)		164 (50)
Max. length (Each)		82 (25)
Min. length (Total)	ft (m)	49 (15)
Min. length (Each)		16 (5)
Max. height difference		49 (15)
Max. height difference between indoor units		33 (10)

### OUTDOOR DIMENSIONS & WEIGHT

Net (H × W × D)		27-9/16 × 35-7/16 × 13 (700 × 900 × 330)
Gross (H × W × D)	in (mm)	34-1/16 × 41-5/16 × 17-1/2 (865 × 1,050 × 445)
Net Weight	lb (kg)	124 (56)
Gross Weight		141 (64)

### Warranty Information



7 Year Compressor, 5 Year Parts out-of-the-box Warranty



10 Year Compressor, 10 Year Parts Warranty when registered within 60 days of installation in a residence



12 Year Compressor, 12 Year Parts Warranty when registered within 60 days of installation in a residence, and installed by a Fujitsu Elite contractor

### SOUND PRESSURE

Outdoor Unit	Cooling	dB (A)	51
	Heating		52

### FAN DATA

Outdoor Unit	Cooling	CFM (m3/h)	1,942 (3,300)
Airflow rate	Heating		1,942 (3,300)

### ELECTRICAL SPECIFICATIONS

Indoor Unit Type	Non - Ducted	Ducted	Mix
Voltage/Frequency/Phase			1Ø 208/230 V 60 Hz
Available Voltage Range			187-264V
Current	Cooling 7.7	9.1	8.4
	Heating 7.6	9	8.3
Maximum Operating Current			13.7
Starting current		A	9
MCA			17
Maximum Circuit Breaker			20
Rated Input	Cooling 1.76	2.08	-
Power	Heating 1.73	2.05	-
Max. Input Power	Cooling 2.6	2.84	-
	Heating 2.93	2.93	-

Due to continuous product improvements, specifications are subject to change without notice. Please log in to the Fujitsu Portal for the most up-to-date documentation  
<https://connect.fujitsugeneral.com>

Effective Date: 1/10/2023

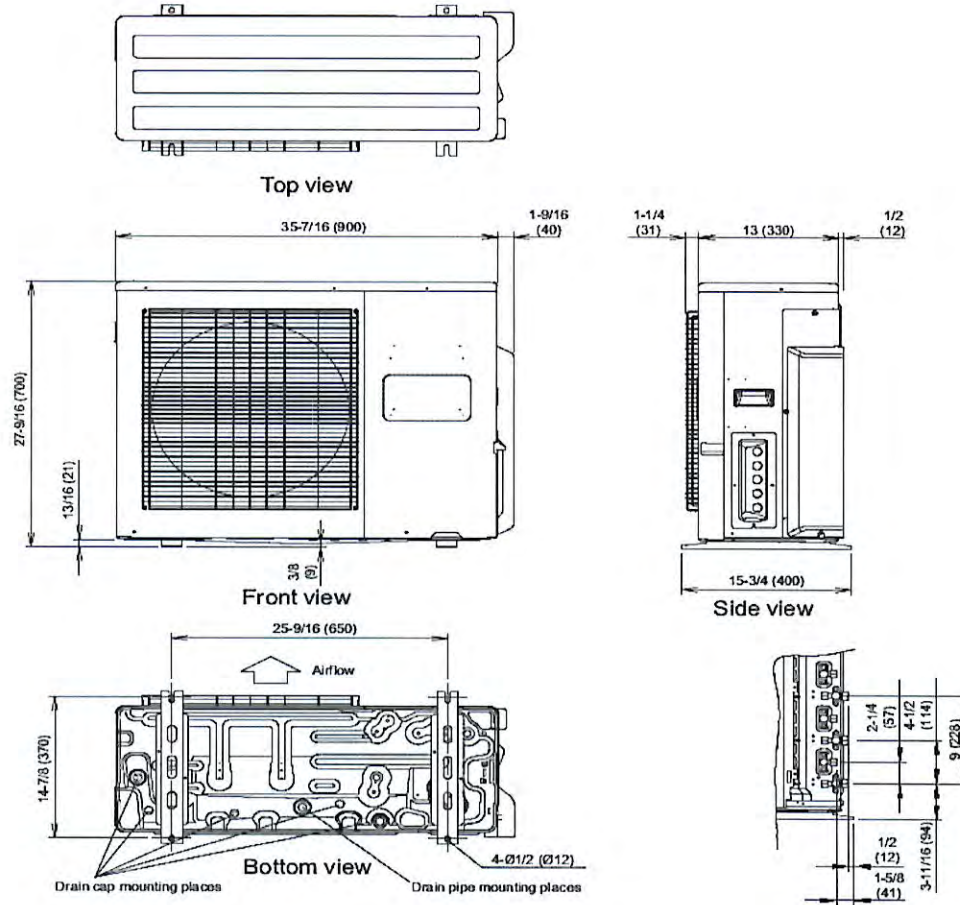
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**CONNECTABLE INDOOR UNITS**

TYPE	Slim Duct (ADUH)
	Wall Mount (ASU/ASUH)
	Compact Cassette (ACUH)
NUMBER	Floor Mount (AGU)
DIMENSIONS:	2 to 3

Units: In. (mm)



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Note: Specifications are based on the following conditions:  
Cooling: Indoor temperature of 80°F (26.7°C) DB/67°F (19.4°C) WB, and outdoor temperature of 95°F (35°C) DB/75°F (23.9°C) WB. Heating: Indoor temperature of 70°F (21.1°C) DB/60°F (15.6°C) WB, and outdoor temperature of 47°F (8.3°C) DB/43°F (6.1°C) WB. Pipe length: 25ft. (7.5m), Height difference: 0ft. (0m) (Outdoor unit - indoor unit).

# ATTACHMENT 4 MINI SPLIT CONDENSER SPEC. SHEET

### Inverter Driven Heat Pump

7,000 BTU Wall Mount Type

Job Name _____	Date _____
Location _____	Approval _____
Engineer _____	Construction _____
Submitted To _____	Unit No _____
Submitted By _____	Drawing No _____
Reference _____	

### PRODUCT FEATURES

Wireless Remote Controller Included  
Minimum Heat Mode  
Automatic Airflow Adjustment  
Auto/Cool/Dry/Fan/Heat/modes  
Powerful & Economy Mode  
Auto Changeover  
Weekly & 24 Hr Timer  
Cold Air Prevention



### MODEL NUMBERS

Indoor Unit ASUH07LPAS  
Nominal Capacity 7,000

### LINESET REQUIREMENTS

Connection Method	Flare
Liquid	Ø 1/4 (Ø 6.35)
Gas	Ø 3/8 (Ø 9.52)
Material	PP+HDPE
Drain hose	Ø 17/32 (I.D.), Ø 19/32 to 21/32 (O.D.) Ø 13.8 (I.D.), Ø 15.0 to 16.8 (O.D.)

### INDOOR DIMENSIONS & WEIGHT

Net (H × W × D)	in (mm)	10-5/8 × 32-13/16 × 8-3/4 (270 × 834 × 222)
Gross (H × W × D)		10-7/8 × 36 × 13-1/16 (277 × 914 × 332)
Net Weight	lb (kg)	21 (9.5)
Gross Weight		26 (12.0)

### ELECTRICAL SPECIFICATIONS

Voltage/Frequency/Phase	208/230 V ~ 60 Hz
Available Voltage Range	187–253 V
Running Current	A 0.18
Input Power	W 12

### SOUND PRESSURE

Indoor Unit	Cooling	HIGH	dB (A)	38
		MED		33
		LOW		29
		QUIET		21
	Heating	HIGH	dB (A)	41
		MED		35
		LOW		31
		QUIET		22

### FAN DATA

Indoor Unit Airflow rate	Cooling	HIGH	CFM (m3/h)	383 (650)
		MED		318 (540)
		LOW		253 (430)
		QUIET		188 (320)
	Heating	HIGH	CFM (m3/h)	424 (720)
		MED		341 (580)
		LOW		271 (460)
		QUIET		194 (330)

### Warranty Information



7 Year Compressor, 5 Year Parts out-of-the-box Warranty



10 Year Compressor, 10 Year Parts Warranty when registered within 60 days of installation in a residence



12 Year Compressor, 12 Year Parts Warranty when registered within 60 days of installation in a residence, and installed by a Fujitsu Elite contractor

### ENCLOSURE

Enclosure	Material	Polystyrene
	Color	White

### ACCESSORIES

UTY-RNRUZ*	Wired remote controller
UTY-RSRY	Simple remote controller
UTY-RHRY	Simple remote controller
UTY-XWZX	External Connect Kit
UTY-XWZXZ5	External Connect Kit
UTY-XCSXZ2	External Input and Output PCB
UTY-TWRXZ2	Communication Kit
UTY-TFSXF1	Wireless LAN adapter
UTY-VMSX	Modbus Converter
UTY-TTRXZ1	24V Thermostat Converter
UTY-VTGX	Network Converter

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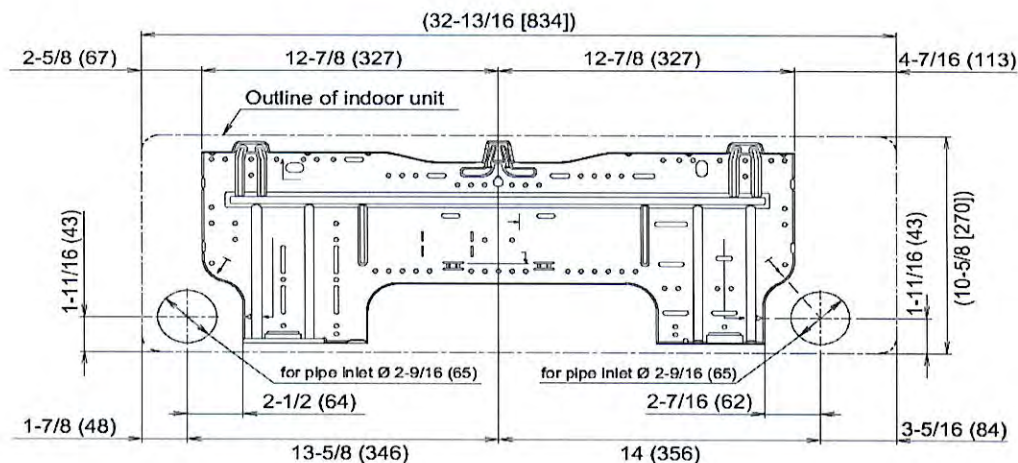
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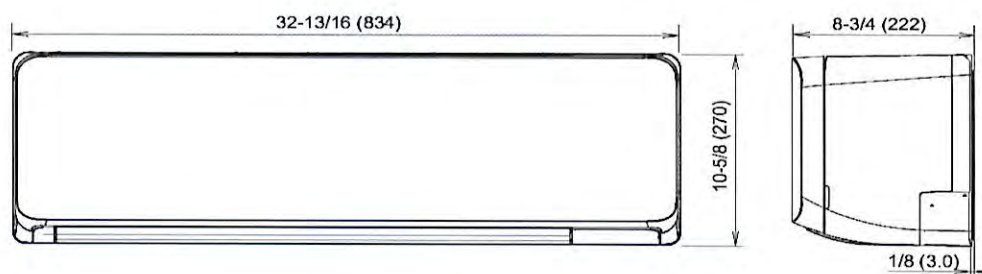
**DIMENSIONS:**

Wall Bracket Data:

Units: In. (mm)



Indoor Unit:



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## Inverter Driven Heat Pump

18,000 BTU Wall Mount Type

Job Name \_\_\_\_\_  
Location \_\_\_\_\_  
Engineer \_\_\_\_\_  
Submitted To \_\_\_\_\_  
Submitted By \_\_\_\_\_  
Reference \_\_\_\_\_

Date \_\_\_\_\_  
Approval \_\_\_\_\_  
Construction \_\_\_\_\_  
Unit No \_\_\_\_\_  
Drawing No \_\_\_\_\_

### PRODUCT FEATURES

Wireless Remote Controller Included  
Minimum Heat Mode  
Automatic Airflow Adjustment  
Auto/Cool/Dry/Fan/Heat/modes  
Powerful & Economy Mode  
Auto Changeover  
Weekly & 24 Hr Timer  
Cold Air Prevention



### MODEL NUMBERS

Indoor Unit ASUH18LPAS  
Nominal Capacity 18,000

### LINESET REQUIREMENTS

Connection Method	Flare
Liquid	Ø 1/4 (Ø 6.35)
Gas	Ø 1/2 (Ø 12.7)
Drain hose	Material PP+HDPE
	in (mm) Ø17/32 (Ø13.8) (I.D.), Ø5/8 to 21/32 (Ø15.8 to 16.7) (O.D.)

### INDOOR DIMENSIONS & WEIGHT

Net (H x W x D)	in (mm)	11 x 38-9/16 x 9-7/16 (280 x 980 x 240)
Gross (H x W x D)		12-11/16 x 42-7/16 x 13-5/8 (322 x 1,078 x 346)
Net Weight	lb (kg)	29 (13)
Gross Weight		37 (17)

### ELECTRICAL SPECIFICATIONS

Voltage/Frequency/Phase	208/230 V ~ 60 Hz
Available Voltage Range	187-253 V
Running Current	A 0.32
Input Power	W 34

### SOUND PRESSURE

Indoor Unit	Cooling	HIGH	MED	LOW	QUIET	dB (A)
		44	42	37	26	
	Heating	HIGH	43	MED	39	
		LOW	34	QUIET	28	

### FAN DATA

Indoor Unit Airflow rate	Cooling	HIGH	MED	LOW	QUIET	CFM (m3/h)
		530 (900)	471 (800)	377 (640)	241 (410)	
	Heating	HIGH	506 (860)	MED	406 (690)	
		LOW	330 (560)	QUIET	247 (420)	

### Warranty Information



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### ENCLOSURE

Enclosure	Material	Polystyrene
	Color	White

### ACCESSORIES

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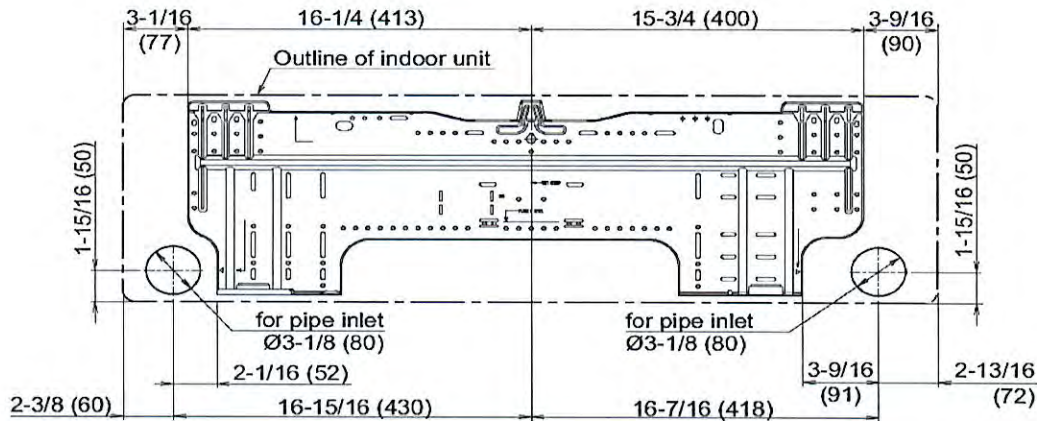
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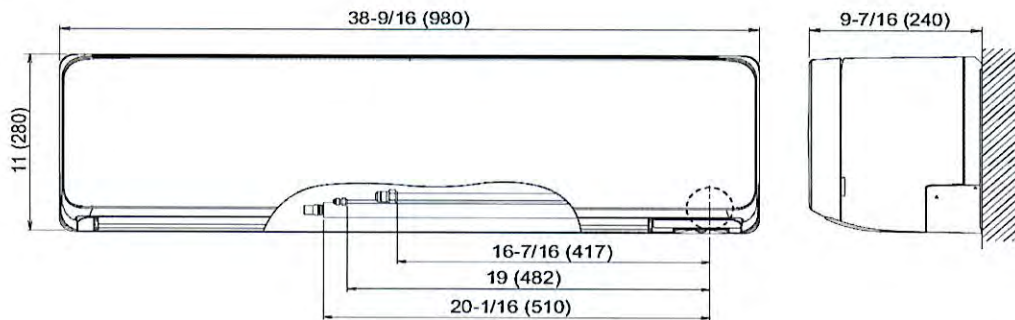
**DIMENSIONS:**

Wall Bracket Data:

Units: In. (mm)



Indoor Unit:



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## CONDITIONS OF APPROVAL

**Manor:** 3364-2F

**Variance Description:** Install condenser on balcony stucco wall

A Variance for Alterations has been granted at the above manor, subject to the attached plans stamped approved and is subject to a final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or disciplinary action taken against the Member.

### **Manor-Specific Conditions:**

#### **A. General Comments:**

- A.1. The member shall install a condenser that is close in color to the existing building color, not white.
- A.2. The member shall install the condenser as per Standard 4 and properly redirect water drainage to avoid spillage to the downstairs manor.
- A.3. The Member shall install modesty panel to the balcony railing as per Standard 19 to conceal the condenser from the ground level.
- A.4. The Member shall provide plans, specifications, and calculations from a duly licensed architect or structural engineer to conform to the Building Code for all foundation, framing, and beam additions for the work of this variance.
- A.5. A City of Laguna Woods Building Permit will be required and provided to Manor Alterations to verify all code requirements for new or modified structural components, and shoring have been satisfied.

#### **B. Requirements for Mutual Consent for Alterations:**

- B.1. Prior to the Issuance of a Mutual Consent for Alterations, a complete set of unit specific plans, specifications and calculations prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural



modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.

C. Requirements for Final Inspection by Manor Alterations:

- C.1. Prior to Final Inspection by Manor Alterations, a scanned copy of the City-Approved and Stamped plan set shall be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict the work as completed and approved by the City, including all structural and architectural modifications.
- C.2. Prior to Final Inspection by Manor Alterations, all altered exterior surfaces should match the Building texture and color; the approved colors and materials are available at Resident Services, located at the Community Center first floor.

**General Conditions:**

G. General Conditions

- G.1. No improvement shall be installed, constructed, modified or altered at 3364-2F, ("Property") within the Third Laguna Hills Mutual ("Mutual") without an approved Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member or Members ("Member") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
- G.2. Member hereby consents to and grants to the Mutual and the Maintenance and Construction Department, and their representatives, a right of entry upon the Property, with reasonable notice, to inspect the permitted improvements, and for their representatives and contractors to remedy any violation upon the Property, including, but not limited to, unauthorized disturbance of regulated materials, removing trash from common areas, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval. Any remedial work performed on

behalf of the manor owner as a result of violations to Mutual policy and/or regulatory violations will be processed as a chargeable service.

- G.3. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 3364-2F and all future Mutual Members at 3364-2F.
- G.4. Member shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, damage to Mutual property, and use of Mutual property for storage of equipment or materials without prior approval. Member acknowledges and agrees that all such persons are his/her invitees. Member shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations.
- G.5. Member shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment or other charge levied in connection therewith.
- G.6. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com/residents/resident-services> and click on documents and Business Pass Application Instructions) in place to admit contractors and other invitees.
- G.7. Member's contractors and other invitees shall have business signage on vehicles and travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
- G.8. Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
- G.9. Must obtain an approved Mutual Consent application within 180days or 6 months of the variance approval before it is expired.



- G.10. Member(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized "Recordable Common Area Exclusive Use Revocable License" for a proposed improvement that would utilize any portion of the Mutual's Common Area. Prior to the issuance of a Mutual Consent for Manor Alterations, that "Recordable Common Area Exclusive Use Revocable License" must be filed with the Orange County Clerk/Recorder.
- G.11. A City of Laguna Woods permit may be required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a City of Laguna Woods permit an applicant must present the appropriate Mutual Consent issued by Manor Alterations to the City. Please complete this step with Manor Alterations prior to submitting an application to the City. Once the City issues a Building Permit, you must submit a copy of the permit with the permit number to Manor Alterations. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.
- G.12. Prior to the issuance of a Mutual Consent for Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
- G.13. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards, Policies and Guidelines. See <http://www.lagunawoodsvillage.com>.
- G.14. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
- G.15. During construction, both the Mutual Consent for Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
- G.16. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the

construction must be disposed of offsite by the contractor.

- G.17. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. All dumpsters must conform to the Policy for Temporary Containers. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
- G.18. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
- G.19. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
- G.20. The Mutual Consent for Alterations expires six months after the date of Notice of Approval issued by Manor Alterations, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
- G.21. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, unpaid assessments, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
- G.22. Member shall indemnify, defend and hold harmless Third Laguna Hills Mutual and its officers, directors, committee Members and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Member's improvements and installation, construction, design and maintenance of same.



**RESOLUTION 03-23-XX**

**Variance Request**

**WHEREAS**, Ms. Joan A Rutkouski of 3364-2F Punta Alta, a Sierra style manor, requests Architectural Controls and Standards Committee approval of a variance to install condenser on balcony stucco wall; and

**WHEREAS**, a Neighborhood Awareness Notice was sent to Members of affected units notifying them that an application to make an alteration to a neighboring unit had been made and that comments or objections could be made in writing to the Architectural Controls and Standards Committee or in person at the Architectural Controls and Standards Committee Meeting on April 10, 2023; and

**WHEREAS**, the Architectural Controls and Standards Committee reviewed the variance and moved for approval of the variance to install condenser on balcony stucco wall;

**NOW THEREFORE BE IT RESOLVED**, on April 18, 2023, the Third Laguna Hills Mutual Board hereby approves the request to install condenser on balcony stucco wall; and

**RESOLVED FURTHER**, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 3364-2F Punta Alta and all future Mutual Members at 3364-2F Punta Alta; 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.

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## STAFF REPORT

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**DATE:** April 10, 2023  
**FOR:** Architectural Controls and Standards Committee  
**SUBJECT:** Revision to Standard 41: Solar Panels, 1 Story Buildings

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### **RECOMMENDATION**

Recommended that the Board of Directors approve a resolution to revise Standard 41: Solar Panels, 1 Story Buildings.

### **BACKGROUND**

The Architectural Controls and Standards Committee (ACSC) initiated a review of the current Standard 41: Solar Panels, 1 Story Buildings (Attachment 1) and proposed revisions to the Standard to allow for the installation of solar panels in 1-story buildings. Standard 41 was last revised in September 2019, via Resolution 03-19-95 (Attachment 2).

### **DISCUSSION**

On February 27, 2023, the ACSC reviewed the Standard and directed staff to make additional revisions to the Standard (Attachment 3) for applicability, usefulness, and current technology.

### **FINANCIAL ANALYSIS**

The installation of solar panels will be considered an alteration and the installation cost will be the responsibility of the requesting mutual member. The cost to repair any damage to mutual property resulting from an alteration solar panel will also be borne by the responsible mutual member.

**Prepared By:** Baltazar Mejia, Maintenance & Construction Assistant Director

**Reviewed By:** Michael Horton, Manor Alterations Manager  
Gavin Fogg, Manor Alterations Supervisor

### **ATTACHMENT(S)**

Attachment 1 – Current Standard 41 – Solar Panels, 1 Story Buildings  
Attachment 2 – Current Standard 41 Resolution 03-19-95  
Attachment 3 – Redlined Revised Standard 41 – Solar Panels, 1 Story Buildings  
Attachment 4 – Final Draft Standard 41 – Solar Panels, 1 Story Buildings  
Attachment 5 – Revised Standard 41 Resolution 03-23-XX



**Standard 41 - Solar Panels, 1 Story Buildings**

**ADOPTED JANUARY 2008, RESOLUTION 03-08-09**

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

**REVISED OCTOBER 2014, RESOLUTION 03-14-107**

**REVISED JANUARY 2016, RESOLUTION 03-16-08**

**REVISED AUGUST 2019, RESOLUTION 03-19-95**

**1.0 GENERAL REQUIREMENTS**

See Standard Section 1: General Requirements

**2.0 APPLICATIONS**

- 2.1.** In this section, “Solar Panel” refers to roof mounted panels that use solar energy to either heat water directly (Solar Water Heating System), or to generate electricity using photo-voltaic cells (Solar Electric System).
- 2.2.** This section refers only to single story dwellings and the roof section of the building that covers the footprint of the Manor for which the request is being submitted.
- 2.3.** All costs and maintenance of the alteration, present and future, are the responsibility of the Mutual Member.
- 2.4.** All costs associated with roof replacement above and beyond the typical cost for roof replacement that are due to the solar panel installation shall be borne by the Member(s).
- 2.5.** Detailed, site-specific plans for all water and electrical lines for the solar panel installation, including penetrations, shall be submitted to the Manor Alterations Department for approval.
- 2.6.** Should the proposed location of solar panels be in an area that is technically Common Area, e.g., the roof, then the applicant is required to execute and submit to Third Laguna Hills Mutual, prior to installation of a solar panels, the “Agreement Regarding Solar Panel Installation on Common Area Property” or similarly titled document.



- 2.7.** Structural calculations for the existing roof structure, signed and wet-stamped by a California-licensed structural engineer are required to ensure the solar panel system does not compromise the existing roof structure and that the roof is adequate to accept attachments and to support all applied loadings, per the California Building Code and any other applicable laws or ordinances.
- 2.8.** The mounting system must have a current Engineering Certification that certifies the system will be structurally adequate and satisfy building codes when installed per the instructions.
- 2.9.** Flat roof mounting shall be set with the highest point flush with the top of the parapet wall so as to be hidden from the ground or surrounding properties. The lowest point of the solar array equipment shall be a minimum of 10 inches above the flat roof. The stanchions used to connect the array to the roof must be round and have the top of the stanchion able to be water tight.
- 2.10.** Flat roof mounting must leave a minimum of two feet between the panels and the parapet to permit access.
- 2.11.** Sloped roof mounting requires CertainTeed Landmark TL composition shingle roofing on the entire roof area where the array will be located. The array must then be trimmed with light weight tiles (LWT) to match in materials and appearance of the original roof being replaced. The current composition shingle roofing standards for waterproofing the roof at the time of installation must be followed and will include a single layer underlayment, drip edge metal, step flashings at existing skylights and chimneys, penetration flashings for all vents and vent pipes, and valley metal at valley areas.
- 2.12.** Water and electric lines must be set on blocking above the surface to facilitate re-roofing.
- 2.13.** Detailed plans of the installation of roof jacks should be submitted to the Permits and Inspections office for approval.
- 2.14.** Lag screws must have adequate pullout strength and shear capacities.





- 2.15.** Flat roofs with PVC roofing shall have all tie-in work completed by the Mutual Roofing Contractor at the Member's expense.
- 2.16.** Connections to the manor's electrical system must be coordinated with the local electric utility.
- 2.17.** Solar Electric Panels, and their associated electrical components, must be UL approved, or comply with equivalent international standards.
- 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 prepaid 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 assigned by the Member.
- 2.20.** All solar panel installations located on the roof of a unit must be inspected and approved by a VMS Inc. Roofing Inspector before the solar array is installed and again, after roof replacement is complete, prior to a final inspection of the Mutual Consent.

### **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 only to the roof space directly above the subject Manor. It is Member's responsibility to ascertain and adapt to any roof interference by vents or other roof installations already in place.
- 3.7** Upon sale of Member's Manor, all obligations herein shall apply to all subsequent owners of the Manor.
- 3.8** If Member discontinues use of the solar panels, Member will remove the panels, all associated parts, connections and wiring associated with the solar panels after giving notice to the Mutual through the Alterations Division.
- 3.9** The solar installer and his roofer will provide a copy of the composition shingle manufacturer's 40 year warranty and will provide a separate workmanship warranty of 5 years for the composition shingle roof installation. If any leaks occur on a roof so constructed, the solar installer will remove the solar equipment, repair the roof and put back the solar equipment at no cost to the



resident or Mutual. If the solar installer/roofer chooses not to comply with this requirement, then the Mutual Roofing Contractor must be hired to do the roofing work 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.



## **ATTACHMENT 2 – CURRENT RESOLUTION 03-19-95**

### **RESOLUTION 03-19-95**

#### **ALTERATION STANDARD 21: SOLAR PANELS, 1-STORY BUILDINGS**

**WHEREAS**, the Architectural Controls and Standards Committee (ACSC) recognizes the need to amend Alteration Standards and create new Alteration Standards as necessary; and

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard 41: Solar Panels, 1 Story Buildings and,

**NOW THEREFORE BE IT RESOLVED**, September 17, 2019, that the Board of Directors of this Corporation hereby adopts Alteration Standard 41: Solar Panels, 1 Story Buildings as attached to the official meeting minutes;

**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.

**ATTACHMENT 3 - REDLINED REVISED STANDARD 41:**  
**SOLAR PANELS, 1 STORY BUILDINGS**



**STANDARD 41: SOLAR PANELS, 1 STORY BUILDINGS**

~~Standard 41—Solar Panels, 1 Story Buildings~~

ADOPTED JANUARY 2008, RESOLUTION 03-08-09  
GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49  
REVISED OCTOBER 2014, RESOLUTION 03-14-107  
REVISED JANUARY 2016, RESOLUTION 03-16-08  
REVISED ~~SEPTEMBER~~ AUGUST 2019, RESOLUTION 03-19-95  
REVISED [DATE], RESOLUTION 03-23-XX

**1.0 GENERAL REQUIREMENTS**

See Standard 1: General Requirements

~~ee Standard Section 1: General Requirements~~

**2.0 APPLICATIONS**

- 2.1. ~~In this section,~~ “Solar Panel” refers to roof mounted panels that use solar energy to either heat water directly (Solar Water Heating System), or to generate electricity using photo-voltaic cells (Solar Electric System).
- 2.2. This section refers ~~only~~ to flat roofs and pitched roofs of single story dwellings and the roof section of the building that covers the footprint of the Manor; that is unshared roof space –for which the request is being submitted.
- 2.3. All costs and maintenance of the alteration, present and future, are the responsibility of the Mutual Member.
- 2.4. All costs associated with roof replacement above and beyond the typical cost for roof replacement that are due to the solar panel installation shall be borne by the Member(s).
- 2.5. Detailed, site-specific plans for all water and electrical lines for the solar panel installation, including penetrations, shall be submitted to the Manor Alterations Department for approval.
- 2.6. Structural details and calculations for the installation of the proposed solar system existing roof structure, signed and wet-stamped by a California-licensed 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. Consult with the City for additional requirements.

**2.7.** Solar Panels installed on pitched roofs with light weight tile require that the entire section from roof ridge to the edges be removed and replaced with CertainTeed Landmark TL composition shingle roofing on the entire roof area where the array will be located. The array must then be trimmed with light weight tiles (LWT) to match in materials and appearance of the original roof being replaced. The current composition shingle roofing standards for waterproofing the roof at the time of installation must be followed and will include a single layer underlayment, drip edge metal, step flashings at existing skylights and chimneys, penetration flashings for all vents and vent pipes, and valley metal at valley areas.

**2.8.** PVC Flat roof under warranty with the Mutual's reroofing contractor shall require the roofing contractor holding the warranty to complete the roof tie-in work at the member's expense. PVC Flat roofs that remain under a Johns Manville materials warranty shall require a Johns Manville (JM) Approved Contractor perform the tie-in work at the member's expense. Solar panel installations onto roofs outside of the warranty periods must be water tight and meet or exceed all current I.C.C (International Code Council), State and City standards.

~~**2.6.** Should the proposed location of solar panels be in an area that is technically Common Area, e.g., the roof, then the applicant is required to execute and submit to Third Laguna Hills Mutual, prior to installation of a solar panels, the "Agreement Regarding Solar Panel Installation on Common Area Property" or similarly titled document.~~





~~2.7. Structural calculations for the existing roof structure, signed and wet stamped by a California licensed structural engineer are required to ensure the solar panel system does not compromise the existing roof structure and that the roof is adequate to accept attachments and to support all applied loadings, per the California Building Code and any other applicable laws or ordinances.~~

~~2.8. The mounting system must have a current Engineering Certification that certifies the system will be structurally adequate and satisfy building codes when installed per the instructions.~~

2.9. Flat roof mounting shall be set with the highest point flush with the top of the parapet wall so as to be hidden from the ground or surrounding properties. The lowest point of the solar array equipment shall be a minimum of 10 inches above the flat roof. The top stanchions and racking used to connect the array to the roof shall be water tight and meet or exceed all current I.C.C (International Code Council), State and City standards.~~must be round and have the top of the stanchion able to be water tight.~~

2.10. Flat roof mounting ~~must leave a minimum of two feet between the panels and the parapet to permit access.~~The solar panel array must be located away from the edges of roofs and parapets as required by the City but not less than 24" and must maintain sufficient clearance (but not less than 24") between any architectural features such as, but not limited to skylights, mechanical equipment, vent pipes and for the most direct path to these features in order to enable proper access for maintenance.

~~2.11. Sloped roof mounting requires CertainTeed Landmark TL composition shingle roofing on the entire roof area where the array will be located. The array must then be trimmed with light weight tiles (LWT) to match in materials and appearance of the original roof being replaced. The current composition shingle roofing standards for waterproofing the roof at the time of installation must be followed and will include a single layer underlayment, drip edge metal, step flashings at existing skylights and chimneys, penetration flashings for all vents and vent pipes, and valley metal at valley areas.~~

~~2.12.~~2.11. Water and electric lines must be set on blocking above the surface to facilitate re-roofing.



**~~2.13.~~2.12.** Detailed plans of the installation of roof jacks (flashing, vents, or planking for installation of Solar). ~~S~~should be submitted to Manor Alterations for approval, the Permits and installation of roof jacks, including hot mopping and/or flashing, is required to be completed during original installation. Inspections office for approval.

**~~2.14.~~2.13.** Lag screws must have adequate pullout strength and shear capacities.



~~2.15.2.14.~~ The installer is responsible for maintaining the waterproof integrity of the roof. Flat roofs with PVC roofing shall have all tie-in work completed by the Mutual Roofing Contractor at the Member's expense.

~~2.16.2.15.~~ Connections to the manor's electrical system must be coordinated with the local electric utility.

~~2.17.2.16.~~ Solar Electric Panels, and their associated electrical components, must be UL approved, or comply with equivalent international standards.

~~2.18.2.17.~~ 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 prepaid 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 assigned by the Member.~~

~~2.18.~~ All solar panel installations located on the roof of a unit that is under mustwarranty must be inspected and approved, in addition to any required City inspections, by a VMS Inc. Roofing Inspector before the solar array is installed, and again, after roof penetrations replacement are is complete, and prior to a final inspection of the Mutual Consent. If re-roofing is required for the solar panel installation, in addition to any City-required inspections, inspections by a Mutual inspector will be performed prior to finalizing the mutual consent.

~~2.20.2.19.~~ Approved locations for Energy Storage Devices: As per California and City code, all energy storage device installations must be inspected by OCFA. Installation must be on the exterior walls, in the garage, or in a California and City code compliant interior area of the manor. Energy storage devices visible to the members must be painted to match the wall it is mounted on or be screened with an approved enclosure that complements the architecture of the building.





~~2.21.2.20.~~ The Mutual Consent processing time for Solar Panel installation requests is to be completed within 45 days from receipt of a complete application.

### **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.~~

3.1 Due to all exterior locations classified as ‘exclusive use common area’ or ‘common area’, a Common Area Exclusive Use Revocable License or equivalent current document for Mutual approval to provide rights to utilize common area must be completed prior to the installation of any solar array.

**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<sup>1,7</sup> and<sup>1</sup> - 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. The Mutual will endeavor to give ~~If the Mutual gives~~ a minimum of thirty (30) days advance written notice (unless it is an emergency) of the need to remove, alter, cover or replace the solar panel. Failure to complete the required work within the allowed time will require that the Mutual perform the ~~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. Re-installation of any components removed by the Mutual as a chargeable service remains the responsibility of the member.
- 3.4** The Member is responsible for, and will bear all costs associated with, clean-up or repair of Mutual owned or controlled property made necessary by or resulting from the alteration.
- 3.5** All costs associated with roof replacement above and beyond the typical cost for roof replacement due to the solar panel installation shall be borne by the Member(s).
- 3.6** The roof area for possible solar panel installation is allocated only to the roof space directly above the subject Manor. It is Member's responsibility to ascertain and adapt to any roof interference by vents or other roof installations already in place.
- 3.7** Upon sale of Member's Manor, all obligations herein shall apply to all subsequent owners of the Manor.
- ~~**3.8** If Member discontinues use of the solar panels, Member will remove the panels, all associated parts, connections and wiring associated with the solar panels after giving notice to the Mutual through the Alterations Division.~~
- ~~**3.9**~~ **3.8** When applicable, ~~T~~he solar installer and his roofer will provide a copy of the composition shingle manufacturer's ~~40 year~~ warranty



and will provide a separate workmanship-labor and materials warranty of 5 years for the composition shingle roof installation. If any leaks occur on a roof so constructed, the solar installer will remove the solar equipment, repair the roof and put back the solar equipment at no cost to the



~~resident or~~ Mutual. If the solar installer/roofer chooses not to comply with this requirement, then the Mutual Roofing Contractor must be hired to do the roofing work 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.~~



**ATTACHMENT 4 - FINAL DRAFT STANDARD 41: SOLAR PANELS, 1 STORY BUILDINGS**



**STANDARD 41: SOLAR PANELS, 1 STORY BUILDINGS**

ADOPTED JANUARY 2008, RESOLUTION 03-08-09

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

REVISED OCTOBER 2014, RESOLUTION 03-14-107

REVISED JANUARY 2016, RESOLUTION 03-16-08

REVISED SEPTEMBER 2019, RESOLUTION 03-19-95

REVISED [DATE], RESOLUTION 03-23-XX

**1.0 GENERAL REQUIREMENTS**

See Standard 1: General Requirements

**2.0 APPLICATIONS**

- 2.1** Solar Panel refers to roof mounted panels that use solar energy to either heat water directly (Solar Water Heating System), or to generate electricity using photo-voltaic cells (Solar Electric System).
- 2.2** This section refers to flat roofs and pitched roofs of single story dwellings and the roof section of the building that covers the footprint of the Manor; that is unshared roof space for which the request is being submitted.
- 2.3** All costs and maintenance of the alteration, present and future, are the responsibility of the Mutual Member.
- 2.4** All costs associated with roof replacement above and beyond the typical cost for roof replacement that are due to the solar panel installation shall be borne by the Member(s).
- 2.5** Detailed, site-specific plans for all water and electrical lines for the solar panel installation, including penetrations, shall be submitted to the Manor Alterations Department for approval.
- 2.6** Structural details and calculations for the installation of the proposed solar system existing roof structure, signed and wet-stamped by a California-licensed 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. Consult with the City for additional requirements.

- 2.7** Solar Panels installed on pitched roofs with light weight tile require that the entire section from roof ridge to the edges be removed and replaced with CertainTeed Landmark TL composition shingle roofing on the entire roof area where the array will be located. The array must then be trimmed with light weight tiles (LWT) to match in materials and appearance of the original roof being replaced. The current composition shingle roofing standards for waterproofing the roof at the time of installation must be followed and will include a single layer underlayment, drip edge metal, step flashings at existing skylights and chimneys, penetration flashings for all vents and vent pipes, and valley metal at valley areas.
- 2.8** PVC Flat roof under warranty with the Mutual's reroofing contractor shall require the roofing contractor holding the warranty to complete the roof tie-in work at the member's expense. PVC Flat roofs that remain under a Johns Manville materials warranty shall require a Johns Manville (JM) Approved Contractor perform the tie-in work at the member's expense. Solar panel installations onto roofs outside of the warranty periods must be water tight and meet or exceed all current I.C.C (International Code Council), State and City standards.
- 2.9** Flat roof mounting shall be set with the highest point flush with the top of the parapet wall so as to be hidden from the ground or surrounding properties. The lowest point of the solar array equipment shall be a minimum of 10 inches above the flat roof. The top stanchions and racking used to connect the array to the roof shall be water tight and meet or exceed all current I.C.C (International Code Council), State and City standards.
- 2.10** The solar panel array must be located away from the edges of roofs and parapets as required by the City but not less than 24" and must maintain sufficient clearance (but not less than 24") between any architectural features such as, but not limited to skylights, mechanical equipment, vent pipes and for the most direct path to these features in order to enable proper access for maintenance.
- 2.11** Water and electric lines must be set on blocking above the surface to facilitate re-roofing.
- 2.12** Detailed plans of the installation of roof jacks (flashing, vents, or planking for installation of Solar). Should be submitted to Manor Alterations for approval, and installation of roof jacks, including hot mopping and/or flashing, is required to be completed during original installation.

- 2.13** Lag screws must have adequate pullout strength and shear capacities.
- 2.14** The installer is responsible for maintaining the waterproof integrity of the roof.
- 2.15** Connections to the manor's electrical system must be coordinated with the local electric utility.
- 2.16** Solar Electric Panels, and their associated electrical components, must be UL approved, or comply with equivalent international standards.
- 2.17** A solar panel system may only serve a single manor.
- 2.18** All solar panel installations located on the roof of a unit that is under warranty must be inspected and approved, in addition to any required City inspections, by a VMS Inc. Roofing Inspector before the solar array is installed, after roof penetrations are complete, and prior to a final inspection of the Mutual Consent. If re-roofing is required for the solar panel installation, in addition to any City-required inspections, inspections by a Mutual inspector will be performed prior to finalizing the mutual consent.
- 2.19** Approved locations for Energy Storage Devices: As per California and City code, all energy storage device installations must be inspected by OCFA. Installation must be on the exterior walls, in the garage, or in a California and City code compliant interior area of the manor. Energy storage devices visible to the members must be painted to match the wall it is mounted on or be screened with an approved enclosure that complements the architecture of the building.
- 2.20** The Mutual Consent processing time for Solar Panel installation requests is to be completed within 45 days from receipt of a complete application.

### **3.0 OBLIGATIONS**

- 3.1** Due to all exterior locations classified as 'exclusive use common area' or 'common area', a Common Area Exclusive Use Revocable License or equivalent current document for Mutual approval to provide rights to utilize common area must be completed prior to the installation of any solar array.
- 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. The Mutual will endeavor to give a minimum of thirty (30) days advance written notice (unless it is an emergency) of the need to remove, alter, cover or replace the solar panel. Failure to complete the required work within the allowed time will require that the Mutual perform the removal, alteration, or covering at the Member's cost, which will be billed as a Chargeable Service to the Member. Re-installation of any components removed by the Mutual as a chargeable service remains the responsibility of the member.
- 3.4** The Member is responsible for, and will bear all costs associated with, clean-up or repair of Mutual owned or controlled property made necessary by or resulting from the alteration.
- 3.5** All costs associated with roof replacement above and beyond the typical cost for roof replacement due to the solar panel installation shall be borne by the Member(s).
- 3.6** The roof area for possible solar panel installation is allocated only to the roof space directly above the subject Manor. It is Member's responsibility to ascertain and adapt to any roof interference by vents or other roof installations already in place.
- 3.7** Upon sale of Member's Manor, all obligations herein shall apply to all subsequent owners of the Manor.
- 3.8** When applicable, the solar installer and his roofer will provide a copy of the composition shingle manufacturer's warranty and will provide a separate labor and materials warranty of 5 years for the composition shingle roof installation. If any leaks occur on a roof so constructed, the solar installer will remove the solar equipment, repair the roof and put back the solar equipment at no cost to the Mutual. If the solar installer/roofer chooses not to comply with this requirement, then the Mutual Roofing Contractor must be hired to do the roofing work at the member's expense.



**ATTACHMENT 5 – REVISED RESOLUTION 03-23-XX**

**RESOLUTION 03-23-XX**

**Alteration Standard 41:**

**Solar Panels, 1 Story Buildings and Buildings**

**WHEREAS**, the Board of Directors of the Third Laguna Hills Mutual (Board) recognizes the need to amend Standards and create new Standards as necessary; and

**WHEREAS**, the Board recognizes the need to revise Standard 41 - Solar Panels, 1 Story Buildings;

**NOW THEREFORE BE IT RESOLVED**, [DATE], that the Board hereby adopts Standard 41 - Solar Panels, 1 Story Buildings as attached to the official meeting minutes; and

**RESOLVED FURTHER**, that Resolution 03-19-95 adopted September 17, 2019, is hereby superseded in its entirety and no longer in effect; 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.

**APRIL INITIAL NOTIFICATION:** Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 28-days from the postponement to comply with Civil Code §4360

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## STAFF REPORT

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**DATE:** April 10, 2023  
**FOR:** Architectural Controls and Standards Committee  
**SUBJECT:** Reenact Architectural Standard 41A (Previously Standard 45) Solar Panels, 2 Story Buildings and 3 Story Buildings

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### **RECOMMENDATION**

Recommended that the Board of Directors approve a resolution to reenact Standard 41A (Previously Standard 45): Solar Panels, 2 Story Buildings and 3 Story Building.

### **BACKGROUND**

The Architectural Controls and Standards Committee (ACSC) initiated a review to reenact Standard 41A to allow for installations of solar panels in 2-story and 3-story buildings. Standard 41A was rescinded in June 2018, via Resolution 03-18-85 (Attachment 1).

### **DISCUSSION**

On February 27, 2023, the ACSC reviewed the proposed new Standard 41A and directed staff to make additional revisions for applicability, usefulness, and current technology. The revisions are included in the revised Standard 41A (Attachment 3) and will be presented by staff for committee review at the April 10, 2023 ACSC Meeting.

### **FINANCIAL ANALYSIS**

The installation of solar panels will be considered an alteration and the installation cost will be the responsibility of the requesting mutual member. The cost to repair any damage to mutual property resulting from an alteration solar panel will also be borne by the responsible mutual member.

**Prepared By:** Baltazar Mejia, Maintenance & Construction Assistant Director

**Reviewed By:** Michael Horton, Manor Alterations Manager  
Gavin Fogg, Manor Alterations Supervisor

### **ATTACHMENT(S)**

Attachment 1 – Current Resolution 03-18-85 Rescinding Standard 45

Attachment 2 – Revised Draft Standard 41A: Solar Panels, 2 Story Buildings and 3 Story Buildings

Attachment 3 – Reenacted Resolution 03-23-XX

**ATTACHMENT 1 – CURRENT RESOLUTION 03-18-85**

**RESOLUTION 03-18-85**

**Rescind Standard 45: Solar Panels on Two-Story Buildings**

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to amend Alteration Standards and create new Alteration Standards as necessary; and,

**WHEREAS**, due to the increased complexity of solar panel installation for two-story buildings, Standard 45 should to be rescinded in its entirety.

**NOW THEREFORE BE IT RESOLVED**, June 19, 2018, that the Board of Directors of this Corporation hereby rescinds Resolution 03-16-43 adopted April 19, 2016; 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.



**ATTACHMENT 2 - REVISED DRAFT STANDARD 41A: SOLAR  
PANELS, 2 STORY BUILDINGS AND 3 STORY BUILDINGS**



**STANDARD 41A: SOLAR PANELS, 2 STORY BUILDINGS AND 3 STORY  
BUILDINGS**

ADOPTED [DATE], RESOLUTION 03-23-X

**1.0 GENERAL REQUIREMENTS**

See Standard 1: General Requirements

**2.0 APPLICATIONS**

- 2.1** Solar Panel refers to roof mounted panels that use solar energy to either heat water directly (Solar Water Heating System), or to generate electricity using photo-voltaic cells (Solar Electric System).
- 2.2** This section refers to flat roofs and pitched roofs with shared 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 8, 9, 10 and 11 for roof allocation on flat roofs of 6-, 8-, and 12-unit buildings respectively. Roof allocation plans for all other types of roofs will be prepared by Manor Alterations when a request is received.
- 2.3** All costs and maintenance of the alteration, present and future, are the responsibility of the Mutual Member.
- 2.4** All costs associated with roof replacement above and beyond the typical cost for roof replacement that are due to the solar panel installation shall be borne by the Member(s).
- 2.5** Detailed, site-specific plans for all water and electrical lines for the solar panel installation, including penetrations, shall be submitted to the Manor Alterations Department for approval.
- 2.6** Structural details and calculations for the installation of the proposed solar system existing roof structure, signed and wet-stamped by a California-licensed 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. Consult with the

City for additional requirements.

- 2.7** Solar Panels installed on pitched roofs with light weight tile require that the entire section from roof ridge to the edges be removed and replaced with CertainTeed Landmark TL composition shingle roofing on the entire roof area where the array will be located. The array must then be trimmed with light weight tiles (LWT) to match in materials and appearance of the original roof being replaced. The current composition shingle roofing standards for waterproofing the roof at the time of installation must be followed and will include a single layer underlayment, drip edge metal, step flashings at existing skylights and chimneys, penetration flashings for all vents and vent pipes, and valley metal at valley areas.
- 2.8** PVC Flat roof under warranty with the Mutual's reroofing contractor shall require the roofing contractor holding the warranty to complete the roof tie-in work at the member's expense. PVC Flat roofs that remain under a Johns Manville materials warranty shall require a Johns Manville (JM) Approved Contractor perform the tie-in work at the member's expense. Solar panel installations onto roofs outside of the warranty periods must be water tight and meet or exceed all current I.C.C (International Code Council), State and City standards.
- 2.9** Flat roof mounting shall be set with the highest point flush with the top of the parapet wall so as to be hidden from the ground or surrounding properties. The lowest point of the solar array equipment shall be a minimum of 10 inches above the flat roof. The top stanchions and racking used to connect the array to the roof shall be water tight and meet or exceed all current I.C.C (International Code Council), State and City standards.
- 2.10** The solar panel array must be located away from the edges of roofs and parapets as required by the City but not less than 24" and must maintain sufficient clearance (but not less than 24") between any architectural features such as, but not limited to skylights, mechanical equipment, vent pipes and for the most direct path to these features in order to enable proper access for maintenance.
- 2.11** Water and electric lines must be set on blocking above the surface to facilitate re-roofing.
- 2.12** Detailed plans of the installation of roof jacks (flashing, vents, or planking for installation of Solar). Should be submitted to Manor Alterations for approval, and installation of roof jacks, including hot mopping and/or flashing, is required to be completed during original installation.
- 2.13** Lag screws must have adequate pullout strength and shear capacities.

- 2.14** The installer is responsible for maintaining the waterproof integrity of the roof.
- 2.15** Connections to the manor's electrical system must be coordinated with the local electric utility.
- 2.16** Solar Electric Panels, and their associated electrical components, must be UL approved, or comply with equivalent international standards.
- 2.17** A solar panel system may only serve a single manor.
- 2.18** All solar panel installations located on the roof of a unit that is under warranty must be inspected and approved, in addition to any required City inspections, by a VMS Inc. Roofing Inspector before the solar array is installed, after roof penetrations are complete, and prior to a final inspection of the Mutual Consent. If re-roofing is required for the solar panel installation, in addition to any City-required inspections, inspections by a Mutual inspector will be performed prior to finalizing the mutual consent.
- 2.19** Approved locations for Energy Storage Devices: As per California and City code, all energy storage device installations must be inspected by OCFA. Installation must be on the exterior walls, in the garage, or in a California and City code compliant interior area of the manor. Energy storage devices visible to the members must be painted to match the wall it is mounted on or be screened with an approved enclosure that complements the architecture of the building.
- 2.20** The Mutual Consent processing time for Solar Panel installation requests is to be completed within 45 days from receipt of a complete application.

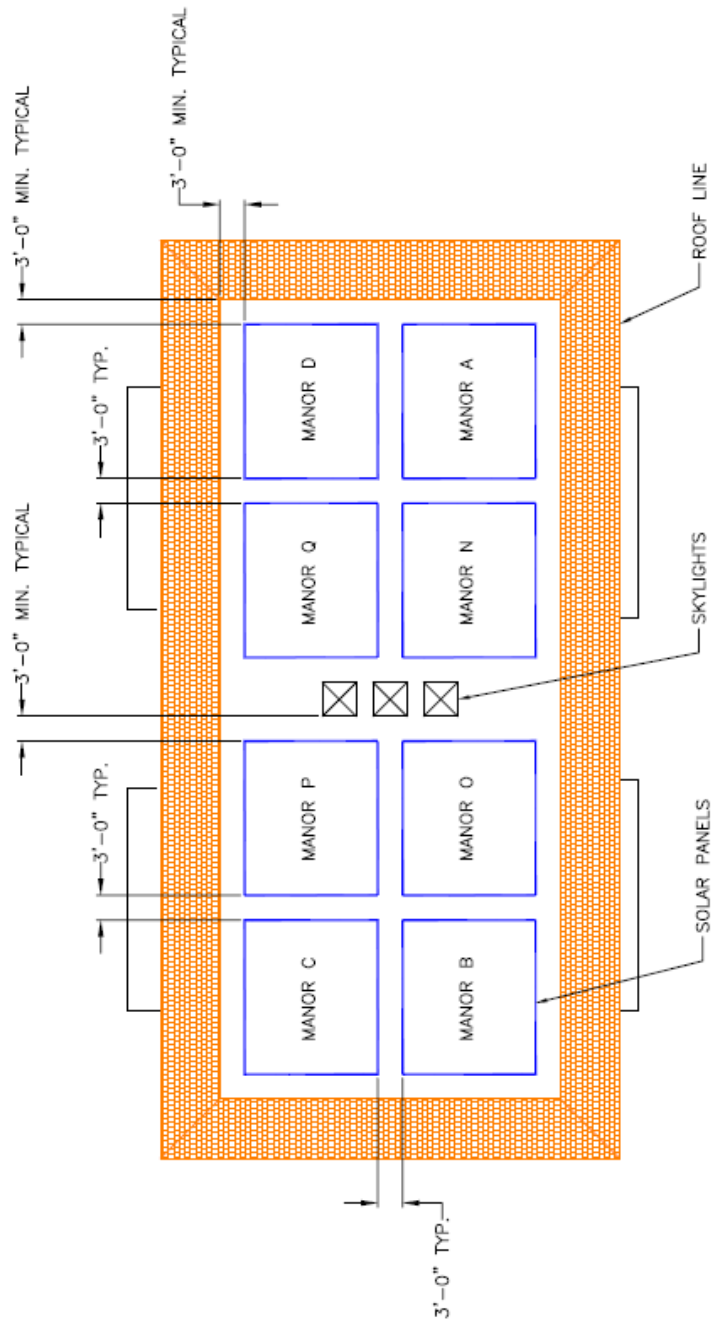
### **3.0 OBLIGATIONS**

- 3.1** Due to all exterior locations classified as 'exclusive use common area' or 'common area', a Common Area Exclusive Use Revocable License or equivalent current document for Mutual approval to provide rights to utilize common area must be completed prior to the installation of any solar array.
- 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

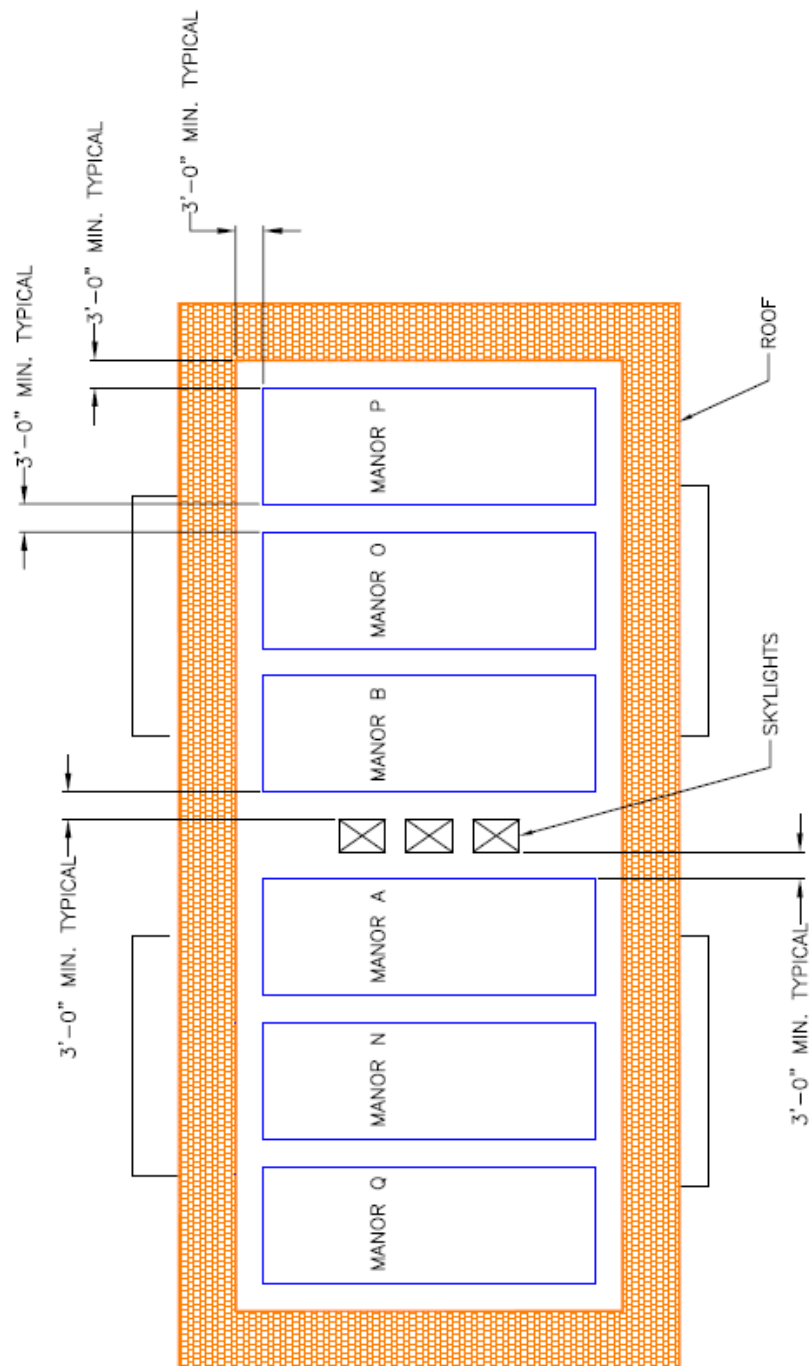
caused or contributed to by the installation, operation, maintenance or removal of the solar panels.

- 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. The Mutual will endeavor to give a minimum of thirty (30) days advance written notice (unless it is an emergency) of the need to remove, alter, cover or replace the solar panel. Failure to complete the required work within the allowed time will require that the Mutual perform the removal, alteration, or covering at the Member's cost, which will be billed as a Chargeable Service to the Member. Re-installation of any components removed by the Mutual as a chargeable service remains the responsibility of the member.
- 3.4** The Member is responsible for, and will bear all costs associated with, clean-up or repair of Mutual owned or controlled property made necessary by or resulting from the alteration.
- 3.5** All costs associated with roof replacement above and beyond the typical cost for roof replacement due to the solar panel installation shall be borne by the Member(s).
- 3.6** The roof area for possible solar panel installation is allocated only to the roof space directly above the subject Manor. It is Member's responsibility to ascertain and adapt to any roof interference by vents or other roof installations already in place.
- 3.7** Upon sale of Member's Manor, all obligations herein shall apply to all subsequent owners of the Manor.
- 3.8** When applicable, the solar installer and his roofer will provide a copy of the composition shingle manufacturer's warranty and will provide a separate labor and materials warranty of 5 years for the composition shingle roof installation. If any leaks occur on a roof so constructed, the solar installer will remove the solar equipment, repair the roof and put back the solar equipment at no cost to the Mutual. If the solar installer/roofer chooses not to comply with this requirement, then the Mutual Roofing Contractor must be hired to do the roofing work at the member's expense.



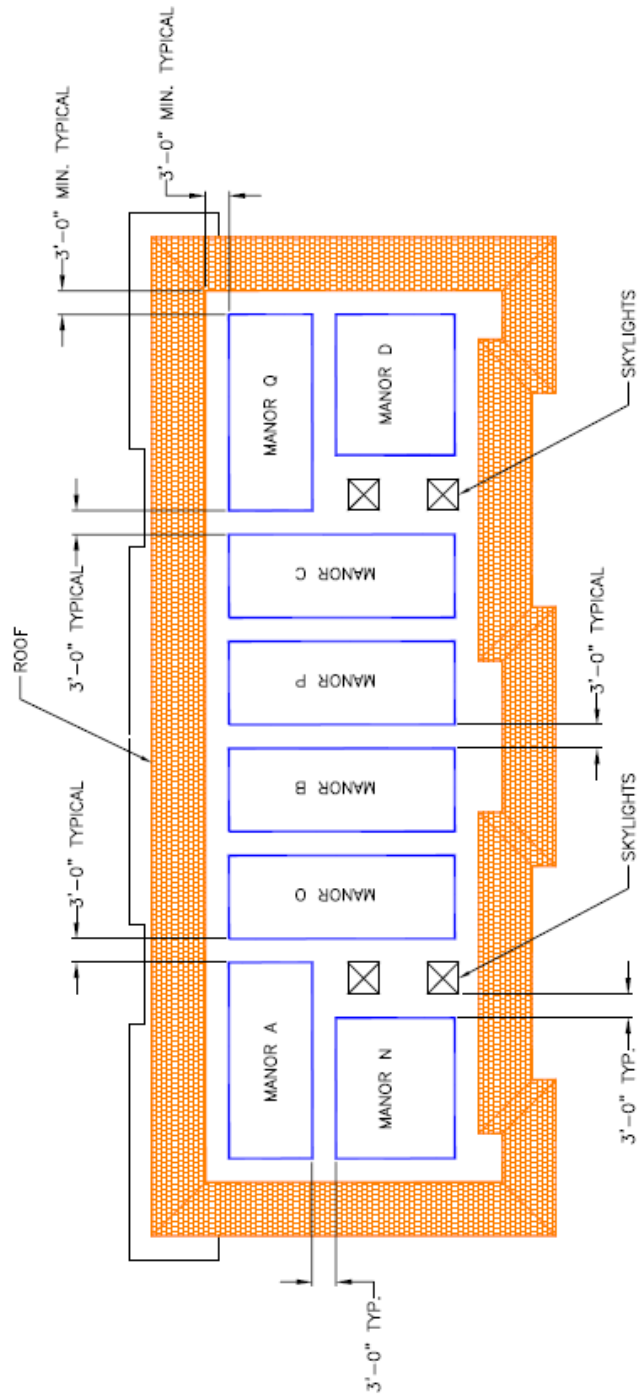


SOLAR PANEL ROOF DIVISIONS  
CASA CONTENTA (KK08)  
 8 UNIT BUILDING

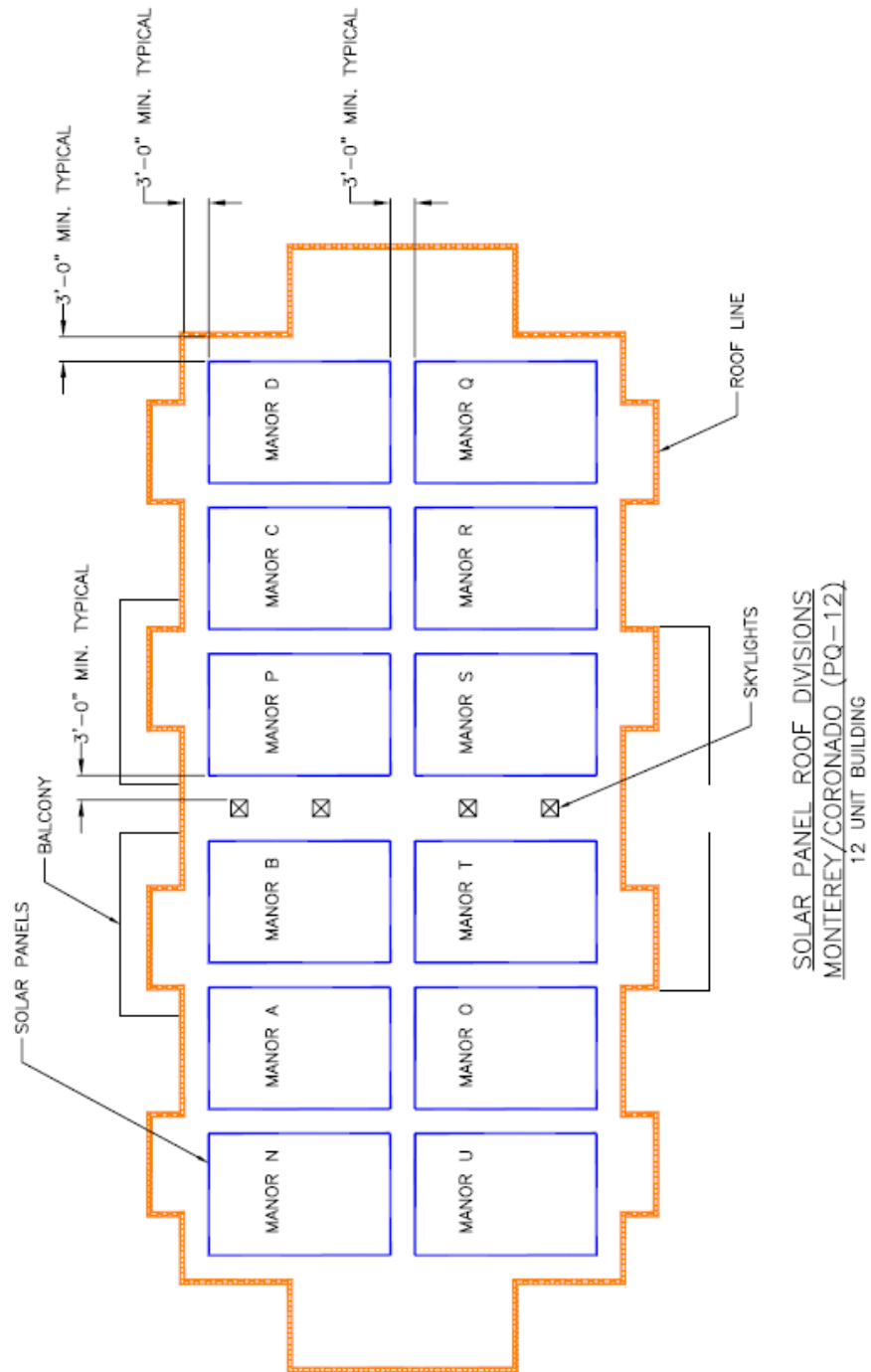


SOLAR PANEL ROOF DIVISIONS  
 CASA LINDA /CASA VISTA (II-06)  
 6 UNIT BUILDING





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





## **ATTACHMENT 3 – REENACTED RESOLUTION 03-23-XX**

### **RESOLUTION 03-23-XX**

#### **Alteration Standard 41A:**

#### **Solar Panels, 2 Story Buildings and 3 Story Buildings**

**WHEREAS**, the Board of Directors of the Third Laguna Hills Mutual (Board) recognizes the need to amend Standards and create new Standards as necessary; and

**WHEREAS**, the Board recognizes the need to reenact Standard 41A (Previously Standard 45) - Solar Panels, 2 Story Buildings with Flat Roofs;

**NOW THEREFORE BE IT RESOLVED**, [DATE], that the Board hereby adopts Standard 41A - Solar Panels, 2 Story Buildings and 3 Story Buildings as attached to the official meeting minutes; and

**RESOLVED FURTHER**, that Resolution 03-18-85 adopted June 19, 2018, is hereby superseded in its entirety and no longer in effect; 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.

**APRIL INITIAL NOTIFICATION:** Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 28-days from the postponement to comply with Civil Code §4360



## STAFF REPORT

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**DATE:** April 10, 2023  
**FOR:** Architectural Controls and Standards Committee  
**SUBJECT:** Revision to Standard 31: Washer & Dryer Installations

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### **RECOMMENDATION**

Recommend that the Board of Directors approve a resolution to revise Standard 31: Washer & Dryer Installations.

### **BACKGROUND**

The Architectural Controls and Standards Committee (ACSC) initiated a review of the current Standard 31: Washer & Dryer Installation (Attachment 1) and proposed revisions to the Standard to allow for the installation of washers and dryers in 3-story buildings. Standard 31 was last revised in December 2018, via Resolution 03-18-156 (Attachment 2).

### **DISCUSSION**

On January 17, 2023, the Third Board reviewed the ACSC recommendation and directed staff to make additional revisions to the Standard (Attachment 3) and deferred the matter for 28-day member review.

On February 21, 2023, the Third Board again reviewed the proposed revisions and voted to table the matter until the Garden Villa Association had an opportunity to discuss the topic at their March 9<sup>th</sup> meeting.

On March 9, 2023, the Garden Villa Association discussed the proposed Standard 31 revisions. Extensive discussion took place and included concerns with noise and plumbing. The discussion also included an option to revise the proposed Standard to only apply to those buildings that have been epoxy coated. There was no consensus in support or against the Standard as presented or for the option that excludes unlined buildings.

Staff is presenting the proposed revised Standard (Attachment 4) and accompanying resolution (Attachment 5) to the ACSC for additional consideration before presenting the matter again to the full board. The proposed revisions are intended to reflect the current Building Codes, Municipal Codes, or mutual policies to allow for the installation of washers and dryers in 3-story buildings.

### **FINANCIAL ANALYSIS**

The installation of the washers and dryers will be considered an alteration and the installation cost will be the responsibility of the requesting mutual member. The cost to repair any damage to mutual property resulting from an alteration washer and dryer will also be borne by the responsible mutual member.

**Prepared By:** Baltazar Mejia, Maintenance & Construction Assistant Director

**Reviewed By:** Michael Horton, Manor Alterations Manager  
Gavin Fogg, Manor Alterations Supervisor

**ATTACHMENT(S)**

Attachment 1 – Current Standard 31: Washer & Dryer Installations

Attachment 2 – Current Resolution 03-18-156

Attachment 3 – Redlined Revised Standard 31: Washer & Dryer Installations

Attachment 4 – Final Draft Standard 31: Washer & Dryer Installations

Attachment 5 – Revised Resolution 03-23-XX

## **ATTACHMENT 1 - CURRENT STANDARD 31**



### **STANDARD 31: WASHER & DRYER INSTALLATIONS**

APRIL 1991

REVISED DECEMBER 1998, RESOLUTION M3-98-65

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

GENERAL REQUIREMENTS REVISED JANUARY 2018, RESOLUTION 03-18-12

REVISED DECEMBER 2018, RESOLUTION 03-18-156

#### **1.0 GENERAL REQUIREMENTS**

See Standard Section 1: General Requirements

#### **2.0 EXTERIOR CABINETS**

- 2.1** All patio installations shall be enclosed in a cabinet which meets all manufacturer's requirements.
- 2.2** The cabinet design shall be submitted to the Alterations Division prior to issuance of a Mutual Consent. The design shall address protection of the equipment from the elements.
- 2.3** Cabinets must be obscured from public view (i.e., block wall, closed patio).
- 2.4** Cabinets to be painted to match existing color of building.
- 2.5** Location of unit and/or plumbing connections must be submitted in writing to the the Alterations Division prior to issuance of a Mutual Consent.
- 2.6** A Mutual Consent will be not be issued for manors that do not qualify as determined by existing waste line sizes. Minimum sizes are 3" ABS plastic and 3" cast iron.
- 2.7** All penetrations through existing walls shall be properly flashed and caulked to provide a weather tight seal around all protruding plumbing, electrical and vent lines.

- 2.8 Connections below slab shall be properly vented and covered with sand and "Visqueen" before replacement of concrete.
- 2.9 All hot and cold water supply lines shall be of minimum 1/2" diameter, type L copper.
- 2.10 All pressure lines shall be securely strapped to prevent movement or knocking.
- 2.11 All electrical wiring to be located in walls. No exposed conduit will be permitted.
- 2.12 **The installation of washers and dryers in three-story buildings is prohibited and variance requests for washers and dryers in three-story buildings will not be accepted.**



## **ATTACHMENT 2 – CURRENT RESOLUTION 03-18-156**

### **RESOLUTION 03-18-156**

#### **REVISE ALTERATION STANDARD 31: WASHER AND DRY INSTALLATIONS**

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to amend Alteration Standards and create new Alteration Standards as necessary; and,

**WHEREAS**, the Architectural Control and Standard Committee recognizes the need to revise Alteration Standard 31: Washer and Dry Installations; and

**WHEREAS**, Resolution M3-98-65 ceased the acceptance of variance requests for installations of washers and dryers in three-story buildings and, by inference, “grandfathered” previous permitted installations of washers and dryers.

**NOW THEREFORE BE IT RESOLVED**, November 29, 2018, that the Board of Directors of this Corporation hereby adopts Alteration Standard 31: Washer and Dry Installations as attached to the official meeting minutes;

**RESOLVED FURTHER**, that Resolution M3-98-65 adopted December, 1998, is hereby superseded in its entirety and no longer in effect;

**RESOLVED FURTHER**; all washer and dryers installed in three story buildings with a Mutual Consent prior to December 15, 1998, continue to be “grandfathered;”

**RESOLVED FURTHER**, all washers and dryers installed after December 15, 1998, or without a Mutual Consent, shall be removed at the sole expense of the owner upon its discovery;

**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.

## **ATTACHMENT 3- REDLINED REVISED STANDARD 31: WASHER & DRYER INSTALLATIONS**



### **STANDARD 31: WASHER & DRYER INSTALLATIONS**

APRIL 1991

REVISED DECEMBER 1998, RESOLUTION M3-98-65

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

GENERAL REQUIREMENTS REVISED JANUARY 2018, RESOLUTION 03-18-12

REVISED DECEMBER 2018, RESOLUTION 03-18-156

REVISED [DATE], RESOLUTION 03-23-XX

#### **1.0 GENERAL REQUIREMENTS**

See Standard Section 1: General Requirements

#### **2.0 SPECIAL REQUIREMENTS**

- 2.1** Location of units and/or plumbing connections must be submitted in writing to the Alterations Division prior to issuance of a Mutual Consent.
- 2.2** A Mutual Consent will be not be issued for the installation of new washers and dryers for manors that do not meet the minimum waste line flow calculations.
- 2.3** All hot and cold water supply lines shall be of minimum 1/2" diameter, type L copper and as required by the current City-adopted Building code.
- 2.4** All pressure lines shall be securely strapped to prevent movement or knocking.
- 2.5** All electrical wiring to be located in walls. No exposed conduit will be permitted.
- 2.6** Washers and dryers in multi-story buildings or manors with common walls, ceiling/floors must be the quietest available on the market at the time of installation, but in no case should the washer exceed 70

db and the dryer 65 db. All installations must include commercial grade anti-vibration pads for the legs of the approved appliance.

- 2.7 Any flooring on which a washer/dryer is being installed must meet field impact insulation class (FIIC) rating of 50 as defined in the American Society for Testing and Materials (ASTM) E 1007 standard as per Standard 11A: Interior Hard-Surface Flooring requirements.

### **2.03.0 EXTERIOR CABINETS**

- 2.13.1 All patio installations shall be enclosed in a cabinet which meets all manufacturer's requirements.

- 2.23.2 The cabinet design shall be submitted to the Alterations Division prior to issuance of a Mutual Consent. The design shall address protection of the equipment from the elements as well as the architecture of the building.

- 2.33.3 Cabinets must be obscured from public view (i.e., block wall, closed patio).

- 2.43.4 Cabinets to be painted to match existing color of building.

- 2.53.5 All penetrations through existing walls shall be properly flashed and caulked to provide a weather tight seal around all protruding plumbing, electrical and vent lines. ~~Location of unit and/or plumbing connections must be submitted in writing to the Alterations Division prior to issuance of a Mutual Consent.~~

- 2.63.6 Connections below slab shall be properly vented and covered with sand and "Visqueen" before replacement of concrete. ~~A Mutual Consent will be not be issued for manors that do not qualify as determined by existing waste line sizes.~~

- ~~2.7 All penetrations through existing walls shall be properly flashed and caulked to provide a weather tight seal around all protruding plumbing, electrical and vent lines.~~

- ~~2.8 Connections below slab shall be properly vented and covered with sand and "Visqueen" before replacement of concrete.~~

- ~~2.9 All hot and cold water supply lines shall be of minimum 1/2" diameter, type L copper~~

- ~~2.10 All pressure lines shall be securely strapped to prevent movement or knocking.~~

- ~~2.11 All electrical wiring to be located in walls. No exposed conduit will~~

~~be permitted.~~

#### **4.0 INSTALLATION IN THREE-STORY BUILDINGS**

**4.1** ~~The installation of washers and dryers in three-story buildings is prohibited and variance requests for washers and dryers in three-story buildings will not be accepted.~~ may be permitted under one of the following conditions:

- a. For building with waste lines that have been recently (less than five years) epoxy-lined, a licensed engineer must confirm that the existing waste line has the capacity to handle the additional flow from these appliances.
- b. For buildings with the original waste lines, a licensed engineer must verify that the existing waste lines have the capacity to handle the additional flow. Any approved installations will require that the waste line be cleared of any obstructions and/or build up. Depending on the condition of the waste line, the Member may be required to replace or epoxy-line the waste line from the washer to the main line. The engineer of record must certify that the waste line meets the requirements of the design.

~~2.124.2~~ All installations must have an appropriate plastic pan designed to catch any liquid that may inadvertently leak or be spilled.

**4.3** All washer hook ups shall be required to have a leak detecting automatic shut off system installed as per manufacturers requirements and meet current California Plumbing Code at the time of install.

~~2.134.4~~ New dryers must be ventless unless unfeasible. If a conventional dryer is the only option, any penetrations made on Mutual-owned flat PVC roofs requires express approval by the Mutual via Mutual Consent. For roofs under warranty, the roofing contractor holding the warranty shall be hired to complete the roof tie-in work.

## **ATTACHMENT 4- FINAL DRAFT STANDARD 31: WASHER & DRYER INSTALLATIONS**



### **STANDARD 31: WASHER & DRYER INSTALLATIONS**

APRIL 1991

REVISED DECEMBER 1998, RESOLUTION M3-98-65

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

GENERAL REQUIREMENTS REVISED JANUARY 2018, RESOLUTION 03-18-12

REVISED DECEMBER 2018, RESOLUTION 03-18-156

REVISED [DATE], RESOLUTION 03-23-XX

#### **1.0 GENERAL REQUIREMENTS**

See Standard Section 1: General Requirements

#### **2.0 SPECIAL REQUIREMENTS**

- 2.1** Location of units and/or plumbing connections must be submitted in writing to the Alterations Division prior to issuance of a Mutual Consent.
- 2.2** A Mutual Consent will be not be issued for the installation of new washers and dryers for manors that do not meet the minimum waste line flow calculations.
- 2.3** All hot and cold water supply lines shall be of minimum 1/2" diameter, type L copper and as required by the current City-adopted Building code.
- 2.4** All pressure lines shall be securely strapped to prevent movement or knocking.
- 2.5** All electrical wiring to be located in walls. No exposed conduit will be permitted.
- 2.6** Washers and dryers in multi-story buildings or manors with common walls, ceiling/floors must be the quietest available on the market at the time of installation, but in no case should the washer exceed 70



db and the dryer 65 db. All installations must include commercial grade anti-vibration pads for the legs of the approved appliance.

- 2.7 Any flooring on which a washer/dryer is being installed must meet field impact insulation class (FIIC) rating of 50 as defined in the American Society for Testing and Materials (ASTM) E 1007 standard as per Standard 11A: Interior Hard-Surface Flooring requirements.

### **3.0 EXTERIOR CABINETS**

- 3.1 All patio installations shall be enclosed in a cabinet which meets all manufacturer's requirements.
- 3.2 The cabinet design shall be submitted to the Alterations Division prior to issuance of a Mutual Consent. The design shall address protection of the equipment from the elements as well as the architecture of the building.
- 3.3 Cabinets must be obscured from public view (i.e., block wall, closed patio).
- 3.4 Cabinets to be painted to match existing color of building.
- 3.5 All penetrations through existing walls shall be properly flashed and caulked to provide a weather tight seal around all protruding plumbing, electrical and vent lines.
- 3.6 Connections below slab shall be properly vented and covered with sand and "Visqueen" before replacement of concrete.

### **4.0 INSTALLATION IN THREE-STORY BUILDINGS**

- 4.1 The installation of washers and dryers in three-story buildings may be permitted under one of the following conditions:
  - a. For building with waste lines that have been recently (less than five years) epoxy-lined, a licensed engineer must confirm that the existing waste line has the capacity to handle the additional flow from these appliances.
  - b. For buildings with the original waste lines, a licensed engineer must verify that the existing waste lines have the capacity to handle the additional flow. Any approved installations will require that the waste line be cleared of any obstructions and/or build up. Depending on the condition of the waste line, the Member may be required to

replace or epoxy-line the waste line from the washer to the main line. The engineer of record must certify that the waste line meets the requirements of the design.

- 4.2** All installations must have an appropriate plastic pan designed to catch any liquid that may inadvertently leak or be spilled.
- 4.3** All washer hook ups shall be required to have a leak detecting automatic shut off system installed as per manufacturers requirements and meet current California Plumbing Code at the time of install.
- 4.4** New dryers must be ventless unless unfeasible. If a conventional dryer is the only option, any penetrations made on Mutual-owned flat PVC roofs requires express approval by the Mutual via Mutual Consent. For roofs under warranty, the roofing contractor holding the warranty shall be hired to complete the roof tie-in work.

## **ATTACHMENT 5 – REVISED RESOLUTION**

### **RESOLUTION 03-23-XX**

#### **STANDARD 31: WASHER AND DRYER INSTALLATIONS**

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to amend Standards and create new Standards as necessary; and

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard 31: Washer and Dryer Installations; and

**WHEREAS**, Resolution M3-98-65 ceased the acceptance of variance requests for installations of washers and dryers in three-story buildings and, by inference, “grandfathered” previous permitted installations of washers and dryers;

**NOW THEREFORE BE IT RESOLVED**, [DATE], that the Board of Directors of this Corporation hereby adopts Standard 31: Washer and Dryer Installations as attached to the official meeting minutes; and

**RESOLVED FURTHER**, that Resolution 03-18-156 adopted November 29, 2018, is hereby superseded in its entirety and no longer in effect; and

**RESOLVED FURTHER**, all washer and dryers installed in three story buildings with a Mutual Consent prior to March 21, 2023 continue to be “grandfathered”; 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.

**APRIL INITIAL NOTIFICATION:** Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 28-days from the postponement to comply with Civil Code §4360