



OPEN MEETING

REGULAR MEETING OF THIRD LAGUNA HILLS MUTUAL ARCHITECTURAL CONTROLS AND STANDARDS COMMITTEE*

**Monday, February 27, 2023 – 9:30 a.m.
Laguna Woods Village Board Room/Virtual Meeting
24351 El Toro Road, Laguna Woods, California**

Laguna Woods Village owners/residents are welcome to participate in all open committee meetings and submit comments or questions virtually using one of the following options:

1. Join the committee meeting via a Zoom link at: <https://us06web.zoom.us/j/93156707417> or by calling 669-900-6833 Webinar ID:93156707417.
2. Via email to meeting@vmsinc.org any time before the meeting is scheduled to begin or during the meeting. Please use the name of the committee in the subject line of the email. Your name and unit number must be included.

NOTICE AND AGENDA

This Meeting May Be Recorded

1. Call Meeting to Order
2. Approval of the Agenda
3. Approval of the Meeting Report for January 23, 2023
4. Remarks of the Chair
5. Member Comments - (*Items Not on the Agenda*)
6. Response to Member Comments
7. Department Head Update
8. Consent Calendar: *All matters listed under the Consent Calendar are considered routine and will be enacted by the Committee by one motion. In the event that an item is removed from the Consent Calendar by members of the Committee, such item(s) shall be the subject of further discussion and action by the Committee.*
 - a. Over-The-Counter Variances - None
9. Variance Requests - None
10. Items for Discussion and Consideration
 - a. Revision to Architectural Standard 41: Solar Panels, 1 Story Buildings

Third Architectural Controls and Standards Committee
Regular Open Meeting
February 27, 2023
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- b. Reenact Architectural Standard 41A (Previously 45) Solar Panels, 2 Story Buildings
- 11. Items for Future Agendas
 - a. Revised Resale Inspection Fee Schedule
 - b. Under 32 SF and Under 100 SF Asbestos Abatement To Be Performed As a Chargeable Service
 - c. Repair of Prior Alteration Work to Be Performed as a Chargeable Service
 - d. Incentive to Upgrade Pipes in Walls
- 12. Committee Member Comments
- 13. Date of Next Meeting: Monday, March 13, 2023 at 1:30 p.m.
- 14. Adjournment

*A quorum of the Third Board or more may also be present at the meeting.

Jim Cook, Chair
Baltazar Mejia, Staff Officer
Telephone: 949-597-4616



OPEN MEETING

**REGULAR MEETING OF THIRD LAGUNA HILLS MUTUAL
ARCHITECTURAL CONTROLS AND STANDARDS COMMITTEE***

**Monday, January 23, 2023 – 9:30 a.m.
Laguna Woods Village Board Room/Virtual Meeting
24351 El Toro Road, Laguna Woods, California**

REPORT

COMMITTEE MEMBERS PRESENT: Jim Cook – Chair, Cush Bhada, Ralph Engdahl,
Nathaniel Ira Lewis, Cris Prince, Advisors: Michael
Butler, Lisa Mills, Mike Plean

STAFF PRESENT: Bart Mejia – Maintenance & Construction Assistant
Director, Abraham Ballesteros – Inspector II, Manor
Alterations, Gavin Fogg – Manor Alterations Interim
Manager (via Zoom), Josh Monroy – Manor Alterations
Coordinator

1. Call Meeting to Order

Chair Cook called the meeting to order at 9:31 a.m.

2. Approval of the Agenda

Hearing no objection, the agenda was unanimously approved as written.

3. Approval of the Meeting Report for December 19, 2022

Hearing no objection, the meeting report was unanimously approved as written.

4. Remarks of the Chair

None.

5. Member Comments - (Items Not on the Agenda)

None.

6. Response to Member Comments

None.

7. Department Head Update

Mr. Mejia advised the committee that there are revisions to the matrix for the variance requests, conditions of approvals, and their respective resolutions for manors 3213-D and 5440.

- 8. Consent Calendar:** All matters listed under the Consent Calendar are considered routine and will be enacted by the Committee by one motion. In the event that an item is removed from the Consent Calendar by members of the Committee, such item(s) shall be the subject of further discussion and action by the Committee.

The Monthly Mutual Consent Calendar was approved unanimously.

9. Variance Requests

- a. 2206-B: Converting previous variance bedroom expansion to a new room addition

The variance was introduced by Mr. Ballesteros. Discussion ensued and staff answered questions from the committee.

Two members commented on the variance request and staff responded.

A motion was made to approve the variance as described. The variance was approved by majority vote. (Director Prince abstained.)

- b. 3213-D: Front patio slab extension 16' and installation of a vinyl fence surrounding extension

The variance was introduced by Mr. Ballesteros with the new revisions. Discussion ensued and staff answered questions from the committee.

A member commented on the variance request and staff responded.

A motion was made to approve the variance with revisions. The motion failed unanimously.

- c. 5440: Pavers and decorative block wall

The variance was introduced by Mr. Ballesteros with the new revisions. Discussion ensued and staff answered questions from the committee.

A member commented on the variance request and staff responded.

A motion was made to approve the variance with revisions. The variance was approved unanimously.

10. Items for Discussion and Consideration

a. Revision to Architectural Standard 4: Air Conditioning Units/Heat Pumps

Mr. Mejia introduced the item and answered questions from the Committee. The Committee recommended ground installation of compressors. Staff was asked to revise and combine Paragraphs 3.4, 3.5 and 3.6 to give preference to ground level installations and reserve roof mounted installation only when ground level installations are not feasible, remove references to Neighbor Awareness forms. Other revisions include Manor Alterations approval of the location of the units and consideration for enhanced landscape improvements to screen the units where feasible.

A motion was made to recommend the Third Board approve the standard with the suggested edits. Hearing no objection, the motion was approved by unanimous consent.

11. Items for Future Agendas

- a. Revised Resale Inspection Fee Schedule
- b. Under 32 SF and Under 100 SF Asbestos Abatement To Be Performed As a Chargeable Service
- c. Repair of Prior Alteration Work to Be Performed as a Chargeable Service
- d. Incentive to Upgrade Pipes in Walls
- e. Revision to Architectural Standard 41: Solar Panels, 1 Story Buildings
- f. Reenact Architectural Standard 48 (Previously 45) Solar Panels, 2 Story Buildings
- g. Revision to Architectural Standard 1: General Requirements

12. Committee Member Comments

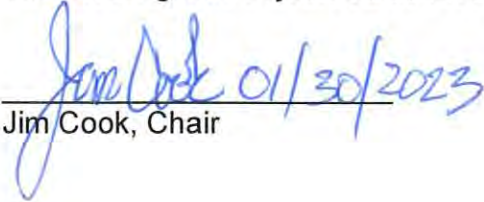
- Advisor Mills commented on Assembly Bill No. 1414 regarding solar panel fees.
- Advisor Butler commented on providing clarification with respects to common area use for members.
- Director Ira Lewis thanked staff for addressing updated solar panel fees next month.
- Director Bhada concurred with Advisor Butler.
- Chair Cook shared his sentiments that while the board considers member requests, the board is bound to look at what is best for the community as a whole and the corporate interests. The board also has restrictions imposed by state statute and governing documents.

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13. Date of Next Meeting: February 27, 2023 at 9:30 a.m.

14. Adjournment

The meeting was adjourned at 11:10 a.m.

 01/30/2023

Jim Cook, Chair

Jim Cook, Chair
Baltazar Mejia, Staff Officer
Telephone: 949-597-4616



STAFF REPORT

DATE: February 27, 2023
FOR: Architectural Controls and Standards Committee
SUBJECT: Revision to Architectural Standard 41 Solar Panels, 1 Story Buildings

RECOMMENDATION

Staff recommends the Third Architectural Controls and Standards Committee (ACSC) endorse the revised Architectural Standard 41 Solar Panels, 1 Story Buildings and the revised fee schedule to the Third Laguna Hills Mutual Board.

BACKGROUND

The Architectural Controls and Standards Committee requested staff to review and revise the current Alteration Standards for applicability, usefulness, and current technology. There are currently 40 Architectural Standards available for members to use to perform alterations to their manor. Architectural Standard 41 (Attachment 1) was last revised in September 2019, via Resolution 03-19-95 (Attachment 2).

DISCUSSION

Architectural Standard 41 needs to be revised to reflect current Federal and State regulations, City-adopted Building Codes, Municipal Codes, and mutual policies. California Civil Code Section 714 has specific requirements for the processing time and solar energy system restrictions. The proposed standard has been revised to incorporate these requirements.

The proposed revisions to Standard 41, along with the accompanying revised resolution, are included in Attachments 3 and 5. Attachment 4 contains a final version of Standard 41 with the proposed changes.

In December 2019, per Resolution 03-19-131, Third Mutual approved the solar panel mutual consent processing fees to be based on valuation rather than a flat basic fee. Currently, the average valuation of a solar panel installation project is over \$10,000, which means typically the alteration application fee is the maximum \$700.

Staff recommends that solar panel installations be reassigned to a fixed fee in the Alterations Fee Schedule based on the attached Mutual Consent Processing Analysis for Solar Panel Applications (Attachment 6) billed at the current bill rates. The proposed Solar installation fee for 2023 is \$223 and will be adjusted annually with the adoption of the new bill rates. A revised fee resolution and fee schedule are included as Attachment 7.

FINANCIAL ANALYSIS

Based on the Mutual Consent Processing Analysis for Solar Panel Applications, it is anticipated that the projected revenue for 2023 will be reduced from \$9,800 to \$3,122, a reduction of \$6,678.00; however, the proposed new rates, which are based on actual average processing times, more closely represent and reimburse the staff time used to process these applications.

Prepared By: Gavin Fogg, Manor Alterations Supervisor

Reviewed By: Baltazar Mejia, Maintenance & Construction Assistant Director
Michael Horton, Manor Alterations Manager

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
- Attachment 6 – Mutual Consent Processing Analysis for Solar Panel Applications
- Attachment 7 – Proposed Fee Resolution and Fee Schedule



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 4:
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 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 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. Consult with the City for additional requirements.

2.7. Solar Panels installed on any 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.

~~**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.~~

~~2.9.2.8. 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 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.~~

~~2.10.2.9. 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 a minimum of 3 feet from the edge of the roof; and a minimum of 3 feet shall be maintained between rows of solar panels, and between any architectural features such as, but not limited to skylights, mechanical equipment, and vent pipes in order to enable proper access for maintenance.~~

~~2.11. 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.~~

~~2.12.2.10. Water and electric lines must be set on blocking above the surface to facilitate re-roofing.~~



~~2.13.2.11.~~ Detailed plans of the installation of roof jacks 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.

~~2.14.2.12.~~ Lag screws must have adequate pullout strength and shear capacities.



~~2.15.2.13.~~ 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.

~~2.16.2.14.~~ Connections to the manor's electrical system must be coordinated with the local electric utility.

~~2.17.2.15.~~ Solar Electric Panels, and their associated electrical components, must be UL approved, or comply with equivalent international standards.

~~2.18.2.16.~~ A solar panel system may only serve a single manor. Leasing of Solar Panels is not allowed.

~~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.

~~2.20.2.17.~~ 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.

~~3.23.1~~ 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.

3.33.2 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.

3.43.3 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.

3.53.4 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).

3.63.5 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.

3.73.6 Upon sale of Member's Manor, all obligations herein shall apply to all subsequent owners of the Manor.

3.83.7 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. Regardless of roof type, the restoration of the roof must be performed by the Mutual's roofing contractor at the Member's expense.



3.93.8 When applicable, ~~T~~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 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 only to 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 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. Consult with the City for additional requirements.



- 2.7** Solar Panels installed on any 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.
- 2.8** 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 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.
- 2.9** The solar panel array must be located a minimum of 3 feet from the edge of the roof; and a minimum of 3 feet shall be maintained between rows of solar panels, and between any architectural features such as, but not limited to skylights, mechanical equipment, and vent pipes in order to enable proper access for maintenance.
- 2.10** Water and electric lines must be set on blocking above the surface to facilitate re-roofing.
- 2.11** Detailed plans of the installation of roof jacks 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.
- 2.12** Lag screws must have adequate pullout strength and shear capacities.
- 2.13** The installer is responsible for maintaining the waterproof integrity of the roof.
- 2.14** Connections to the manor's electrical system must be coordinated with the local electric utility.
- 2.15** Solar Electric Panels, and their associated electrical components, must be UL approved, or comply with equivalent international standards.
- 2.16** A solar panel system may only serve a single manor. Leasing of Solar Panels is not allowed.



- 2.17** 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** 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.
- 3.2** 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.
- 3.3** 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.
- 3.4** 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).
- 3.5** 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.
- 3.6** Upon sale of Member's Manor, all obligations herein shall apply to all



subsequent owners of the Manor.

- 3.7** 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. Regardless of roof type, the restoration of the roof must be performed by the Mutual's roofing contractor at the Member's expense.
- 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, the Mutual Consent processing time for Solar Panel installation requests is to be completed within 45 days from receipt of a complete application; 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.

MARCH 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

ATTACHMENT 6 – MUTUAL
CONSENT PROCESSING ANALYSIS
FOR SOLAR PANEL APPLICATIONS

Mutual Consent Processing Analysis - Solar Panels	2023 Bill Rate	Hours	Total
Initial submittal, Preliminary review, Re-submittal, Accept complete packet	\$ 40.76	1	\$40.76
Stellar Ticket entry, assign MC#, e-mail response	\$ 40.76	0.2	\$8.15
Plan Check	\$ 40.76	0.75	\$30.57
Process final packet, payment, CAUA and release of consent	\$ 40.76	1	\$40.76
Permit database entry, ticket notation	\$ 40.76	0.25	\$10.19
Processing City permit submission, ticket notes, schedule inspections	\$ 40.76	0.5	\$20.38
Pre-Installation Roof Inspection	\$ 72.45	0.5	\$36.23
Initial submittal, Preliminary review, Re-submittal, Accept Complete Packet	\$ 72.45	0.5	\$36.23
Total		4.7	\$223.27

Fiscal Impact			
Current Fee			\$ 700.00
Estimated number of solar installations			14
Total estimated revenue for 2023			\$ 9,800.00
Proposed New Fee			\$ 223.00
Estimated number of solar installations			14
Total estimated revenue for 2023			\$ 3,122.00
Net estimated revenue reduction for 2023			\$ 6,678.00

ATTACHMENT 7 - PROPOSED FEE RESOLUTION AND FEE SCHEDULE

RESOLUTION 03-23-XX

Alteration Application Processing Fee

WHEREAS, alteration and variance requests require significant staff time for proper processing, including research, report preparation, presentation to the appropriate committee and Board; and

WHEREAS, in order to offset a portion of the administrative costs associated with processing alteration and variance applications, including solar installation requests, the Board has adopted an Alterations Fee Schedule; and

WHEREAS, the following revisions to the Fee Schedule are recommended to be approved by the Board:

- 1) The Solar Installation Application Fee is revised to \$223
- 2) Miscellaneous revisions to address current City requirements; and

WHEREAS, the new Alteration Fee Schedule better aligns the fees with the administrative time it takes to process each task;

NOW THEREFORE BE IT RESOLVED, [DATE] that the Board hereby revise the alteration and inspection fees as attached to the official minutes of this meeting and the new Alteration Fee Schedule will be adopted; and

RESOLVED FURTHER, the Mutual Consent processing fee for Solar Panel installation is to be calculated based on 4.7 hours charged at the current bill rates; and

RESOLVED FURTHER, the Mutual Consent processing fee for Solar Panel installation requests is set at the initial rate of \$223 for 2023 and will be adjusted annually with the adoption of the new bill rates; and

RESOLVED FURTHER, that Resolution 03-19-131 adopted December 17, 2019 is hereby superseded and canceled; and

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

MARCH 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



Laguna Woods Village®

Alteration Fee Schedule

Visit www.lagunawoodsvillage.com for Mutual Standards and Standard Plans

All items require HOA Mutual Consent from Manor Alterations.

A City Permit may also be required. Contact the City Building Permits office for permitting requirements.

For items not listed, please contact Manor Alterations at (949) 597-4616 or alterations@vmsinc.org

Visit www.lagunawoodsvillage.com for Mutual Standards and Standard Plans

Unauthorized Alteration Fee	\$300
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\$50 Alteration Processing Fee	
Alteration Type	
Acoustic Ceiling Removal	
Awnings (Standard, Less than 54")	
Awnings (Powered)	
HVAC (No Increase in Amperage)	
Tub Replacement	
Block Walls (Less than 48" H)	
Block Walls (More than 48" H)	
Planter Wall	
Dishwasher (New Installation)	
Door Revision (Exterior)	
Electrical	
Exhaust Fan	
Fences (Less than 84") and Gates	
Floor Coverings (Exterior)	
Flooring (Vinyl)	
Gutters and Downspouts	
Metal Drop Shades	
Modesty Panels (Balcony)	
Patio Slab Revision	
Patio Wall Revision	
Plumbing	
Soft Water System (Independent)	
Soft Water System (Connected to Water Heater)	
Storage Cabinets (Carport)	
Shades (Roll-up)	

Variance Processing Fee	\$150
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Alteration Fees Based on Valuation	
Alteration Type	
Air Conditioner (Through the Wall)	
Bathroom Addition (Split)	
Central HVAC (New Installation)	
Atrium, Balcony, Patio Covers (Replacement or New Installation)	
Doors (New Construction)	
Atrium, Balcony, Patio Enclosures	
French Doors (New Installation)	
Garden Room, Solarium	
Heat Pumps (New Installation through Wall)	
Man Doors (New Installation)	
Plumbing (New Installation or Relocation)	
Room Addition	
Shower to Shower Replacement	
Skylights	
Sliding Glass Doors (New Installation)	
Sliding Glass Doors (Retrofit)	
Solar Tubes	
Tub to Shower Installation	
Tub to Tub Replacement	
Wall Revisions	
Washer and Dryer (New Installation)	
Water Heater (Relocation)	
Windows (New Construction)	
Windows (Retrofit)	

*Some Alterations may require a Demolition Mutual Consent, which carries a

\$50 fee. To confirm if your Alteration will require a Demolition, please contact Manor Alterations.

*Alteration Fees are paid via credit card upon approval of a completed Mutual Consent application. Manor Alterations will contact applicants directly upon approval to collect payment.

*The following fees, as appropriate to the nature of the work, apply to work completed without a Mutual Consent: Unauthorized alteration fee + Demolition fee + Mutual Consent fee + Variance fee (if applicable).

*Variance Processing Fees are in addition to any fees incurred via Mutual Consent processing.

Alteration Fee Legend	
Valuation	Fee
Less than \$750	\$50
\$751 to \$2,000	\$77
\$2,001 to \$4,000	\$168
\$4,001 to \$6,000	\$280
\$6,001 to \$8,000	\$392
\$8,001 to \$10,000	\$504
Above \$10,000	\$700



Proposed Solar Application Processing Fee Schedule

For questions pertaining to the Solar Application process, please contact Manor Alterations at
(949) 597-4616 or alterations@vmsinc.org

Visit www.lagunawoodsvillage.com for Mutual Standards and Standard Plans
All items require HOA Mutual Consent from Manor Alterations and a City Permit.

Type	Fee
Solar Application Processing Fee	\$223



STAFF REPORT

DATE: February 27, 2023
FOR: Architectural Controls and Standards Committee
SUBJECT: Reenact Architectural Standard 41A (Previously 45) Solar Panels, 2 Story Buildings

RECOMMENDATION

Staff recommends the Third Architectural Controls and Standards Committee (ACSC) endorse the reenacted Architectural Standard 41A (Previously 45) Solar Panels, 2 Story Buildings to the Third Laguna Hills Mutual Board.

BACKGROUND

The Architectural Controls and Standards Committee requested staff to review the Alteration Standards for applicability, usefulness, and current technology. There are currently 40 Architectural Standards available for members to use to perform alterations to their manor.

Architectural Standard 41A (Previously Standard Section 45) – Solar Panels, 2 Story Buildings was rescinded in its entirety in June 2018, via Resolution 03-18-85 (Attachment 1 and 2). Based on recent advancements in solar panel technology and installations, and current Federal and State regulations, Standard 41A is recommended to be reenacted.

DISCUSSION

The proposed reenacted Standard 41A Solar Panels, 2 Story Buildings along with the accompanying resolution are included in Attachments 3 and 4.

FINANCIAL ANALYSIS

The proposed 2023 processing fee for solar installations on 2 story buildings is \$223 (similar to the fee for 1 story buildings) and will be adjusted annually with the adoption of the new bill rates. Assuming the processing of 10 mutual consent applications for 2 story buildings will result in an unanticipated increase in projected revenue of \$2,230.

Prepared By: Gavin Fogg, Manor Alterations Supervisor

Reviewed By: Baltazar Mejia, Maintenance & Construction Assistant Director
Michael Horton, Manor Alterations Manager

ATTACHMENT(S)

Attachment 1 – Rescinded Standard 45 Solar Panels, 2 Story Buildings
Attachment 2 – Current Resolution 03-18-85 Rescinding Standard 45
Attachment 3 – Final Draft Standard 41A Solar Panels, 2 Story Buildings
Attachment 4 – Reenacted Resolution 03-23-XX

Third Laguna Hills Mutual

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

**ADOPTED OCTOBER 2014, RESOLUTION 03-14-108
REVISED JANUARY 2016, RESOLUTION 03-16-09**

1.0 GENERAL REQUIREMENTS

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 generate electricity using photo-voltaic cells (Solar Electric System).
- 2.2** This section refers to two story dwellings with shared flat roof space. The system shall be designed so the panel array does not encroach outside of the area allocated on the roof for each owner of a manor. Refer to Pages 6, 7, 8, 9 and 10 for roof allocation on the flat roofs of 6-, 8-, and 12-unit buildings. The designated areas will be of a first come first serve basis.
- 2.4** Detailed, site-specific plans, including for all electrical lines for the solar panel installation, including penetrations, shall be submitted to the Manor Alterations Department for approval.
- 2.5** Detailed plans of the installation of roof jacks should be submitted to the Manor Alterations Department for approval, and installation of roof jacks, including hot mopping and flashing, is required to be completed during the original installation.
- 2.6** For all installations, all tie-ins must be performed by the Mutual’s roofing contractor at the Member’s expense.
- 2.7** Electric lines must be set on blocking above the surface to facilitate re-roofing.
- 2.8** Structural calculations for the existing roof structure, signed and wet-stamped by a California-licensed structural engineer are required to ensure the solar panel system does not compromise the existing roof structure and that the roof is adequate to accept

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

- 2.9** The mounting system must have a current Engineering Certification that certifies the system will be structurally adequate and satisfy building codes when installed per the instructions.
- 2.10** The solar panel array must be located a minimum of 3 feet from the edge of the roof; and a minimum of 3 feet shall be maintained between rows of solar panels, and between any architectural features such as, but not limited to skylights, mechanical equipment, and vent pipes in order to enable proper access for maintenance.
- 2.11** The solar panel array cannot be installed over any existing Mutual component or Member alteration.
- 2.12** Flat roof mounting shall be set with the highest point flush with the top of the parapet wall so as to be hidden from the ground or surrounding properties.
- 2.13** Lag screws must have adequate pullout strength and shear capacities.
- 2.14** The waterproof integrity of the roof, including the selection and use of appropriate flashing and sealers, must be maintained.
- 2.15** Solar Electric Panels, and their associated electrical components, must be UL listed, or comply with equivalent international standards.
- 2.16** The use of solar micro-inverter or power optimizer technology is required due to the potential number of separate systems that could be installed on one building.
- 2.17** A solar panel system may only serve a single Manor.
- 2.18** Leasing of Solar Panels is permitted only under the following conditions:
 - a. Only pre-paid leases are permitted, and Member must provide the Mutual a copy of the pre-paid lease contract together with proof of payment before any work on the construction or installation of the solar panel system begins; and
 - b. The pre-paid lease contract must be assignable by the Member.
- 2.19** Panels for water solar heating systems are not permitted.

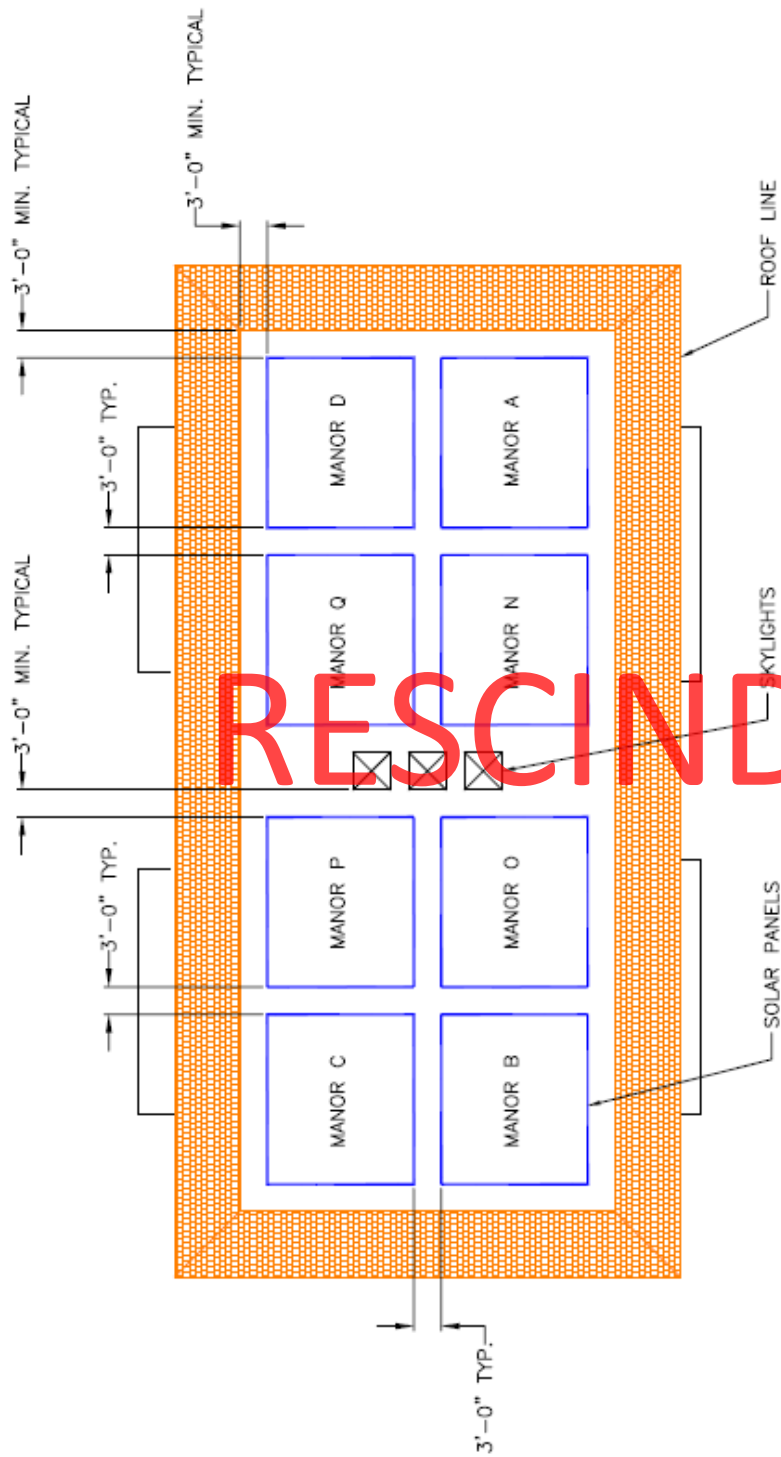
3.0 OBLIGATIONS

- 3.1** The Mutual Member must sign and submit to Third Laguna Hills Mutual, c/o VMS, Inc, Community Services, the “Recordable Common Area Agreement” for the subject solar panel installation utilizing Common Area.
- 3.2** Member accepts responsibility and agrees to pay for repairs to common areas, including but not limited to roofing, framing, wiring and drywall caused, in whole or in part, by Member’s solar panels or their installation, operation, maintenance or removal, and Member accepts all responsibility for damage to Member’s Manor or other Manors or to personal property caused or contributed to by the installation, operation, maintenance or removal of the solar panels.
- 3.3** The Member is responsible for, and will bear all costs associated with removing, altering, covering or reinstalling the alteration as may be necessary or appropriate to allow the Mutual to conduct maintenance or repairs of common area. If the Mutual gives a minimum of thirty (30) days advance written notice of the need to remove, alter, cover or replace the solar panel and the Member does not accomplish this within five calendar days before the removal, alteration, or covering is necessary, then the Mutual will accomplish the removal, alteration or covering at the Member’s cost, which will be billed as a Chargeable Service to the Member.
- 3.4** The Member is responsible for, and will bear all costs associated with, clean-up or repair of Mutual owned or controlled property made necessary by or resulting from the alteration.
- 3.5** All costs associated with roof replacement above and beyond the typical cost for roof replacement due to the solar panel installation shall be borne by the Member(s).
- 3.6** The roof area for possible solar panel installation is allocated to Manors within a given building as in the attached diagrams. It is Member’s responsibility to ascertain and adapt to any roof interference by vents or other roof installations already in place.
- 3.7** Upon sale of Member’s Manor, all obligations herein shall apply to all subsequent owners of the Manor.
- 3.8** If Member discontinues use of the solar panels, Member will remove panels, all associated parts, connections and wiring

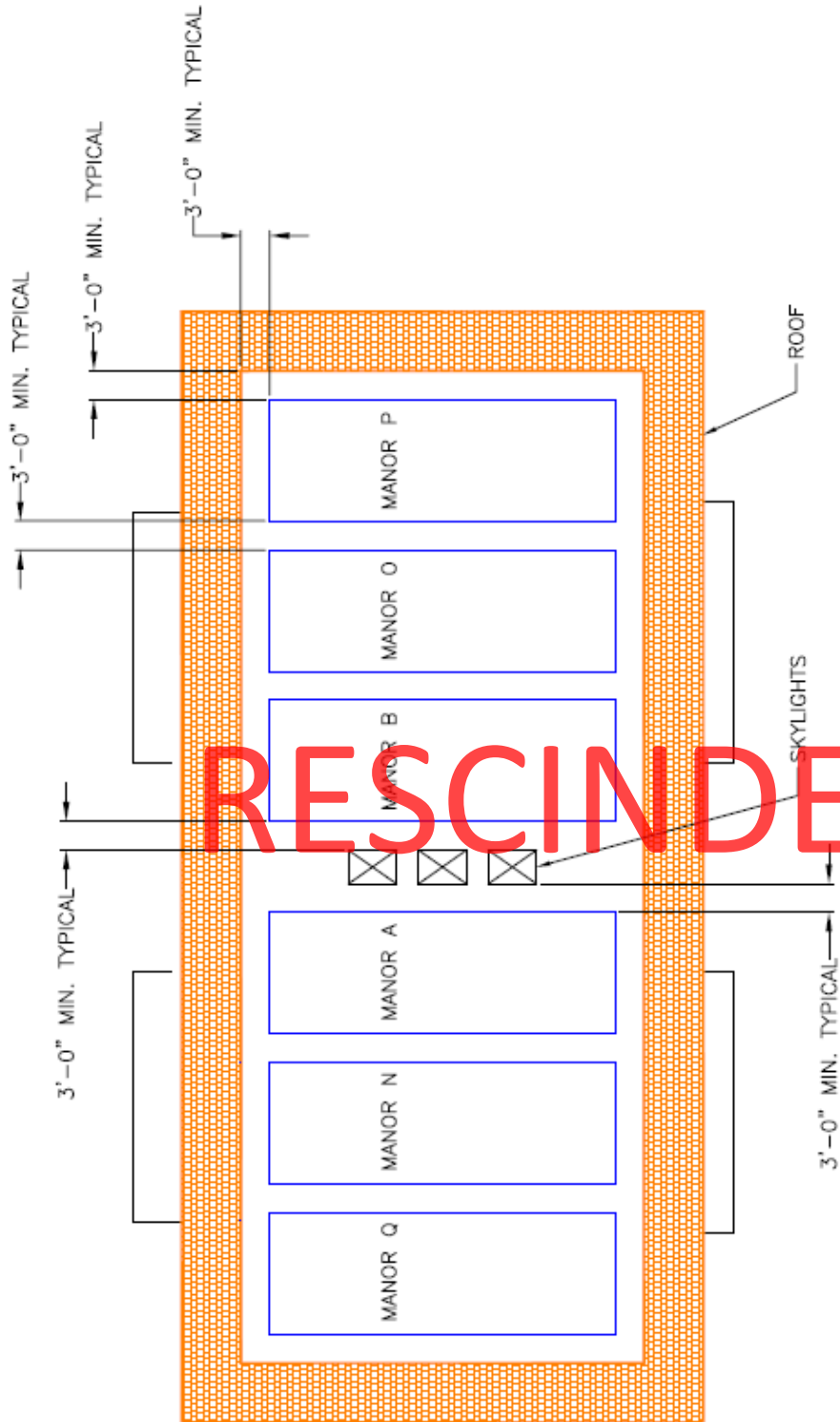
associated with the solar panels after giving notice to the Mutual through the Permit and Inspections office.

- 3.9** Regardless of the roof type, the restoration of the roof must be performed by the Mutual's roofing contractor at the Member's expense.
- 3.10** Member must present to the Mutual a vendor/installer agreement that requires vendor to hold harmless and indemnify the Mutual for any and all claims, damages, costs and expenses, including attorney fees related to or arising from the installation, use, maintenance, repair or removal of the solar panel system.

RESCINDED

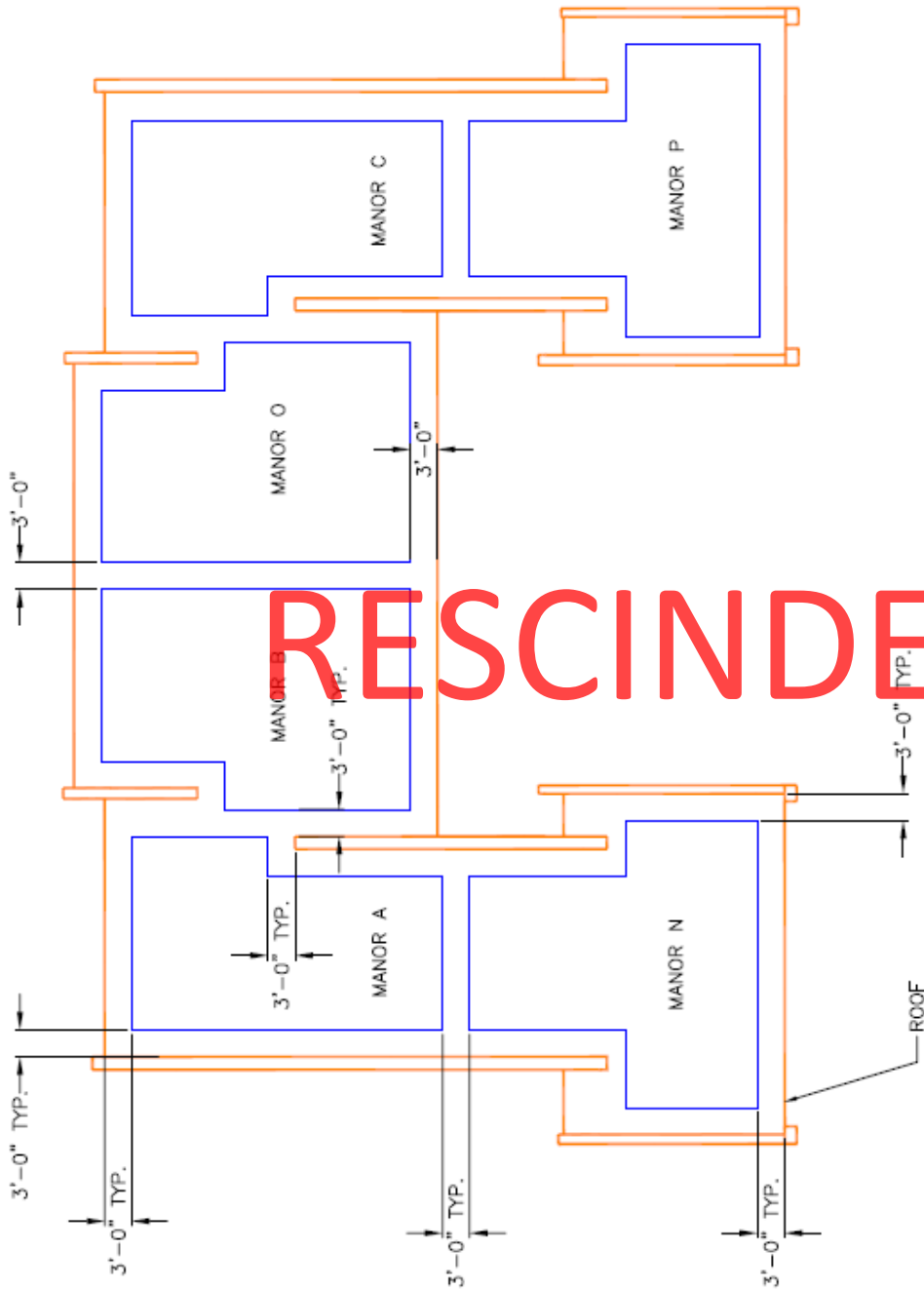


SOLAR PANEL ROOF DIVISIONS
 CASA CONTENTA (KK08)
 8 UNIT BUILDING

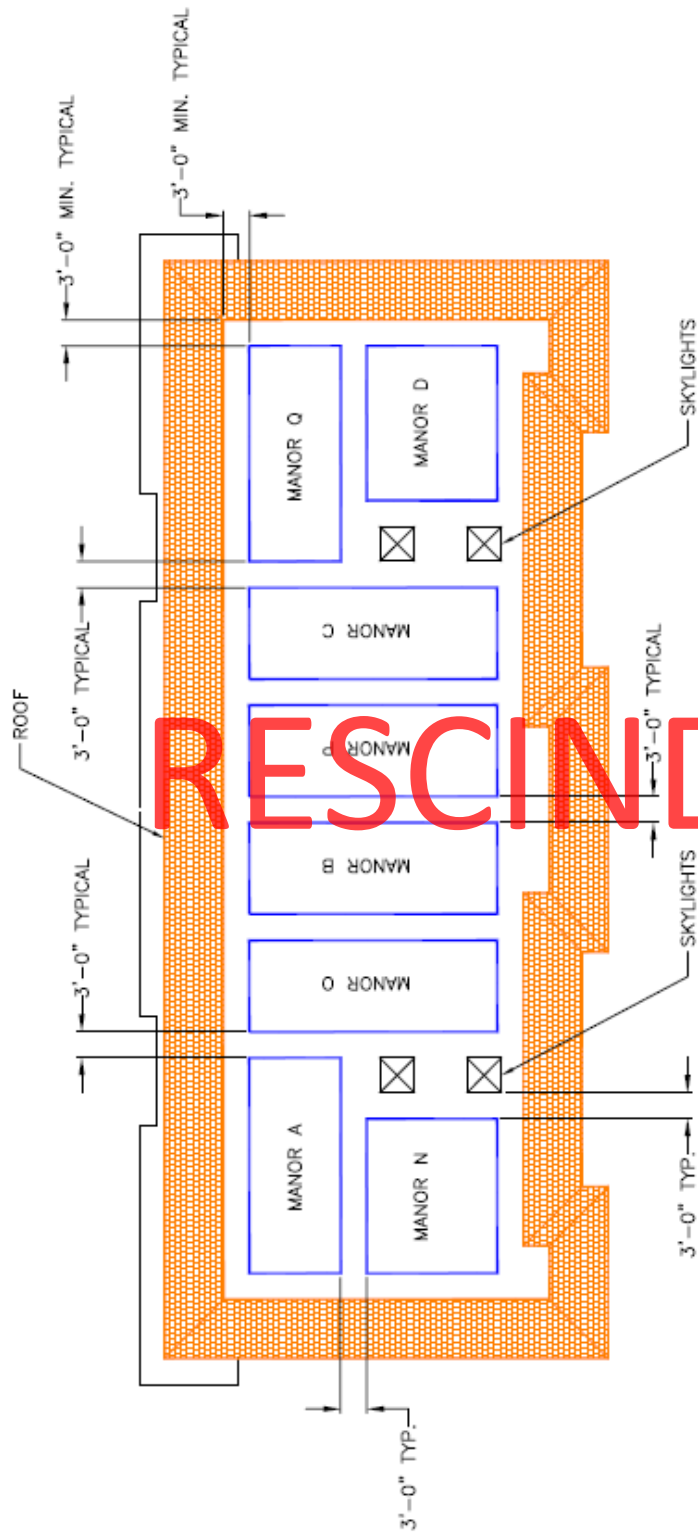


RESCINDED

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



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



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

ATTACHMENT 2 – CURRENT RESOLUTION 03-18-85
RESCINDING STANDARD 45

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.



STANDARD 41A: SOLAR PANELS, 2 STORY BUILDINGS

ADOPTED [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 two story dwellings with shared flat roof space. The system shall be designed so the panel array does not encroach outside of the area allocated on the roof for each owner of a manor. Refer to Pages 8, 9, 10 and 11 for roof allocation on flat roofs of 6-, 8-, and 12-unit buildings respectively. The designated areas will be on a first come, first serve basis.
- 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 is due to the solar panel installation shall be borne by the Member(s).
- 2.5** Detailed, site-specific plans, including all water and electrical lines for the solar panel installation, penetrations, shall be submitted to Manor Alterations 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 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. Consult with the City for additional requirements
- 2.7** Solar Panels installed on any 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 remaining under the Johns Manville materials warranty shall require a Johns Manville (JM) Approved Contractor perform the tie-in work at the Member's expense.

- 2.8** 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 of the stanchions 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.
- 2.9** The solar panel array must be located a minimum of 3 feet from the edge of the roof; and a minimum of 3 feet shall be maintained between rows of solar panels, and between any architectural features such as, but not limited to skylights, mechanical equipment, and vent pipes in order to enable proper access for maintenance.
- 2.10** Water and electric lines must be set on blocking above the surface to facilitate re-roofing.
- 2.11** Detailed plans of the installation of roof jacks 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 the original installation.
- 2.12** Lag screws must have adequate pullout strength and shear capacities.
- 2.13** The installer is responsible for maintaining the waterproof integrity of the roof.
- 2.14** Connections to the manor's electrical system must be coordinated with the local electric utility.
- 2.15** Solar Electric Panels, and their associated electrical components, must be UL listed, or comply with equivalent international standards.
- 2.16** A solar panel system may only serve a single manor. Leasing of Solar Panels is not allowed.
- 2.17** 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 the roof replacement is complete prior to a final inspection of the Mutual Consent.

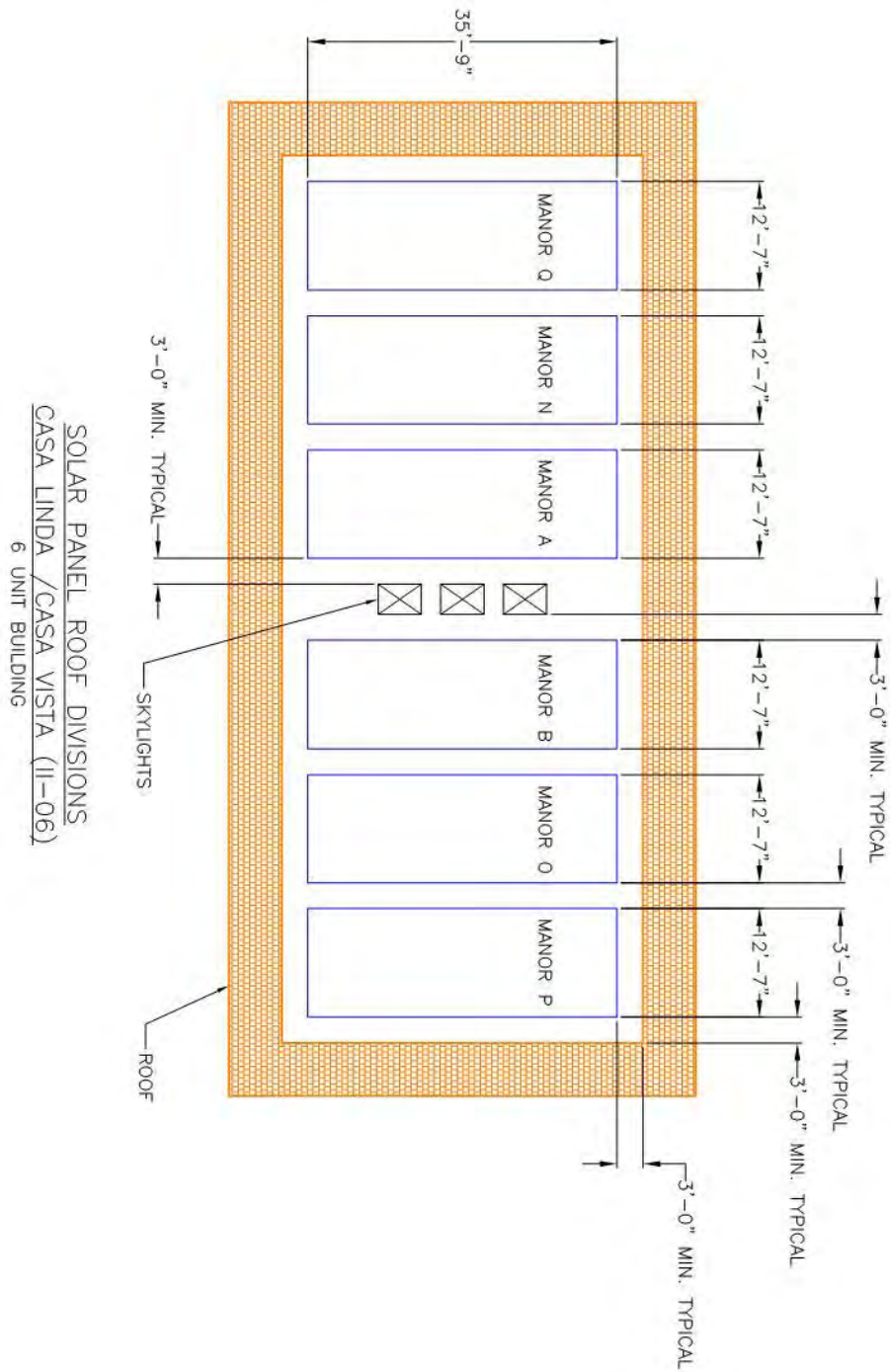


3.0 OBLIGATIONS

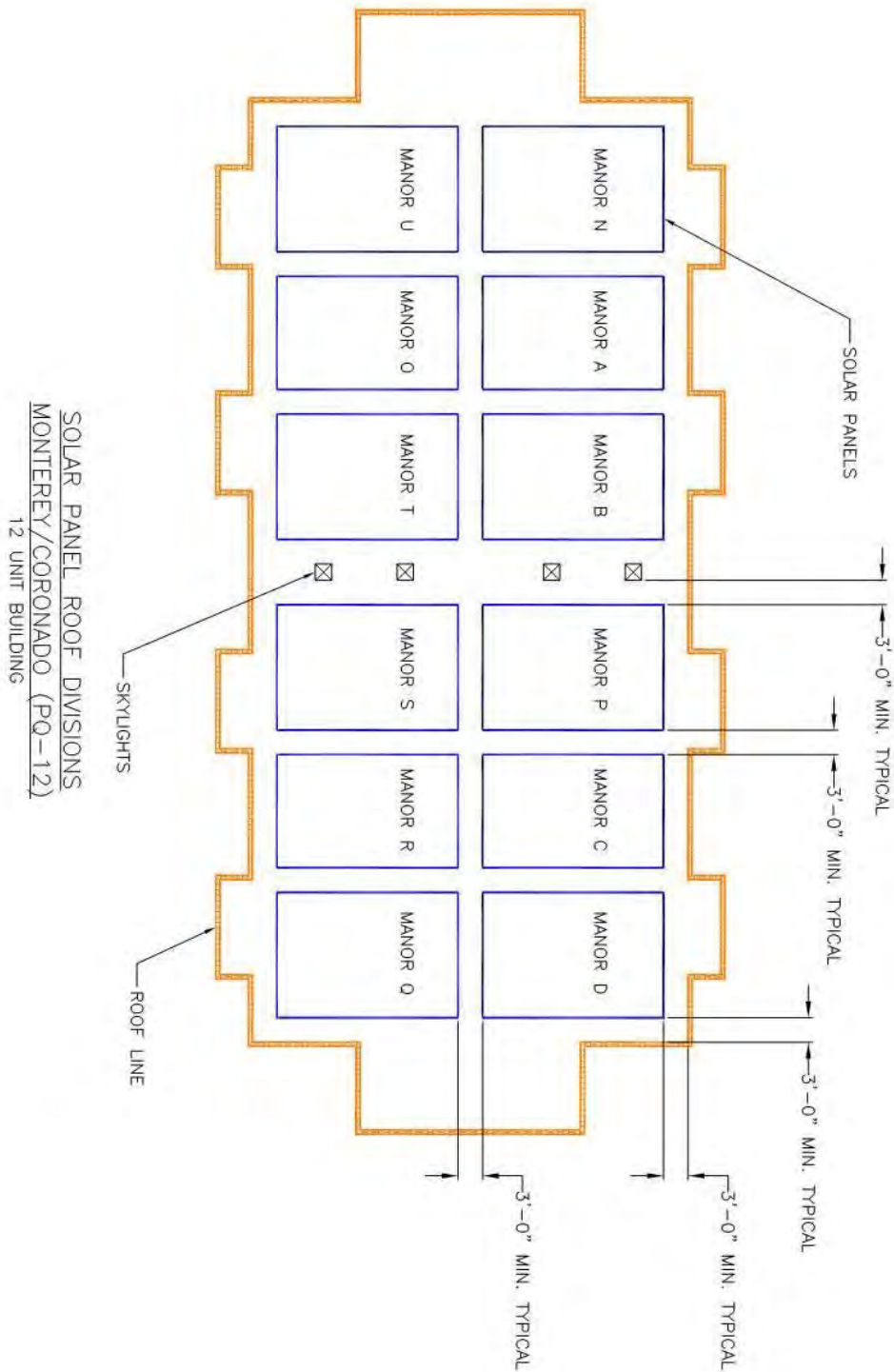
- 3.1** Member accepts responsibility and agrees to pay for repairs to common areas, including but not limited to roofing, framing, wiring and drywall caused, in whole or in part, by Member's solar panels or their installation, operation, maintenance or removal, and Member accepts all responsibility 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.
- 3.2** 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.
- 3.3** 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.
- 3.4** 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).
- 3.5** The roof area allocated for solar panel installation is depicted in the attached Roof Allocation plan for each type of 2-story buildings. It is the Member's responsibility to ascertain and adapt to any roof interference by vents or other roof mounted equipment already in place.
- 3.6** Upon sale of Member's Manor, all obligations herein shall apply to all subsequent owners of the Manor.
- 3.7** 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. Regardless of roof type, the restoration of the roof must be performed by the Mutual's roofing contractor at the Member's expense.

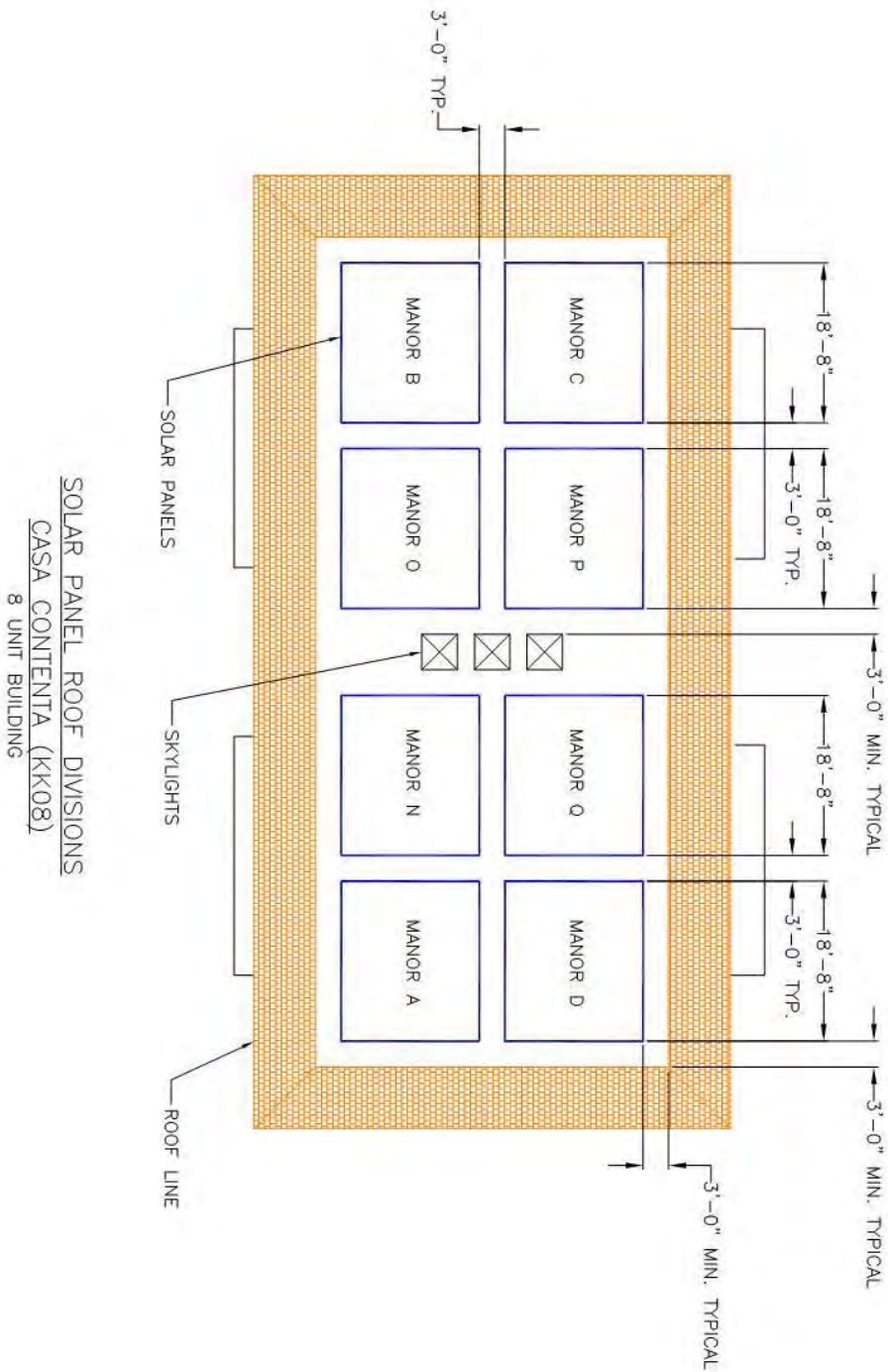


- 3.8** When applicable, the solar installer and his roofer will provide a copy of the composition shingle manufacturer's warranty and will provide a separate labor and materials warranty of 5 years for the composition shingle roof installation. If any leaks occur on a roof so constructed, the solar 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.

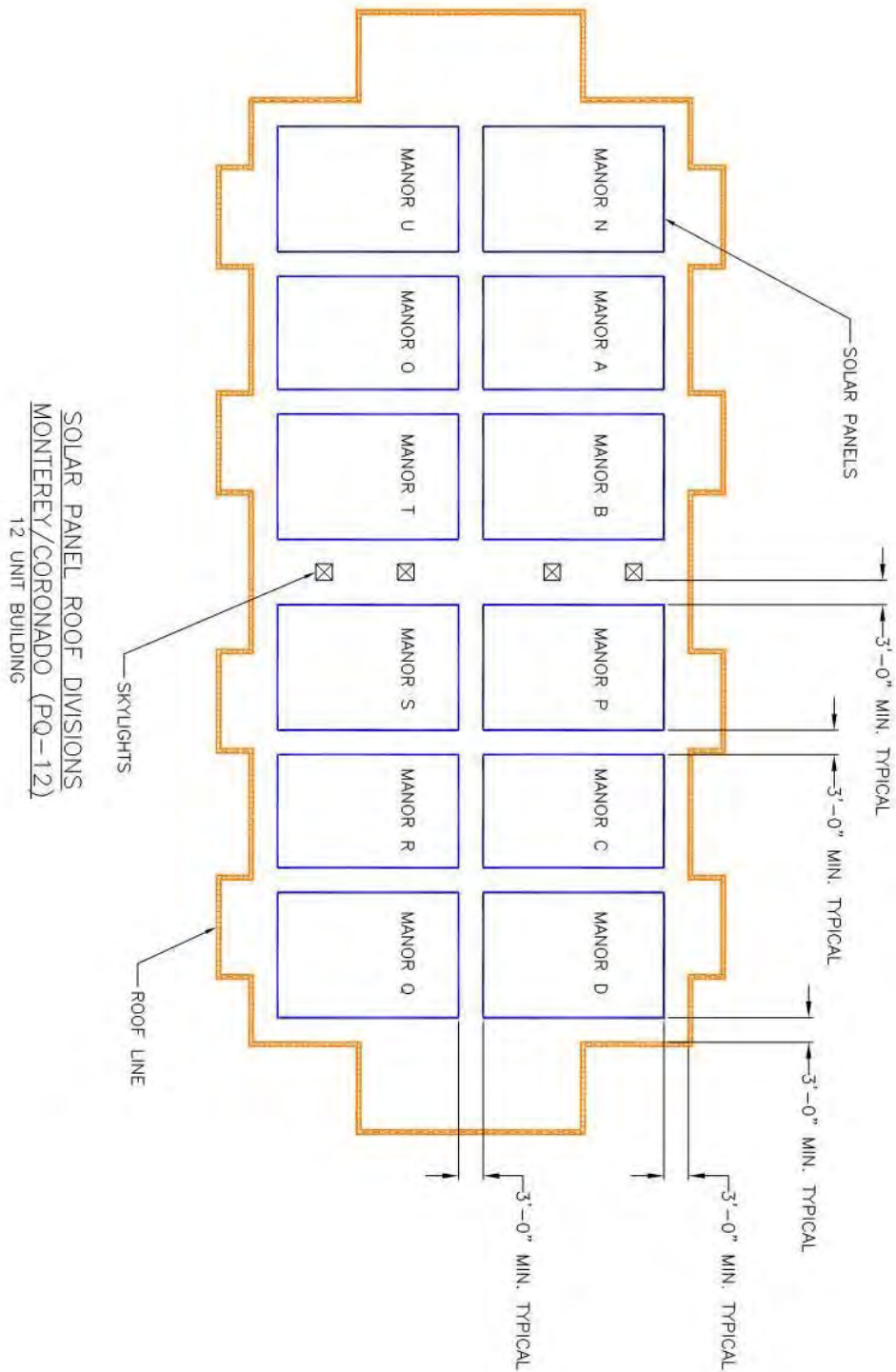



THIRD LAGUNA HILLS
 — M U T U A L —






THIRD LAGUNA HILLS
 — M U T U A L —



ATTACHMENT 4 – REENACTED RESOLUTION 03-23-XX

RESOLUTION 03-23-XX Alteration Standard 41A: Solar Panels, 2 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 45) - Solar Panels, 2 Story Buildings;

NOW THEREFORE BE IT RESOLVED, [DATE], that the Board hereby adopts Standard 41A (Previously 45) - Solar Panels, 2 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, the Mutual Consent processing time for Solar Panel installation requests is to be completed within 45 days from receipt of a complete application; 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.

MARCH 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