



OPEN MEETING

REGULAR OPEN MEETING OF THE UNITED LAGUNA WOODS MUTUAL ARCHITECTURAL CONTROLS AND STANDARDS COMMITTEE*

**Thursday, January 19, 2023 – 9:30 a.m.
Laguna Woods Village Board Room /Virtual Meeting
24351 El Toro Road, Laguna Woods, CA 92637**

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

1. Join via Zoom by clicking this link: <https://us06web.zoom.us/j/91432172027>
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. Name and unit number must be included.

NOTICE and AGENDA

This Meeting May Be Recorded

1. Call to Order
2. Acknowledgement of Media
3. Approval of Agenda
4. Approval of Meeting Report for October 20, 2022
5. Chair's Remarks
6. Member Comments - *(Items Not on the Agenda)*
7. Division Manager Update
8. Consent: *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. Monthly Mutual Consent Report
9. Variance Requests
 - a. None
10. Items for Discussion and Consideration
 - a. Revision to Architectural Standard 35: Solar Panels, 1 Story Buildings, and Buildings with Unshared Roof Space
 - b. Revision to Architectural Standard 42: Solar Panels, 2 Story Buildings with Flat Roofs

- c. Revision to Architectural Standard 1: General Requirements

11. Items for Future Agendas

- TBD

12. Concluding Business

- a. Committee Member Comments
- b. Date of Next Meeting – Thursday, February 16, 2023 at 9:30 a.m.
- c. Adjournment

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



OPEN MEETING

**REGULAR OPEN MEETING OF THE UNITED LAGUNA WOODS MUTUAL
ARCHITECTURAL CONTROLS AND STANDARDS COMMITTEE***

**Thursday, October 20, 2022 – 9:30 a.m.
Laguna Woods Village Cypress Room /Virtual Meeting
24351 El Toro Road, Laguna Woods, CA 92637**

REPORT

MEMBERS PRESENT: Anthony Liberatore – Chair, Maggie Blackwell in for Reza Bastani

OTHERS PRESENT: Richard Rader

MEMBERS ABSENT: Cash Achrekar, Reza Bastani

STAFF PRESENT: Bart Mejia – Maintenance & Construction Assistant Director, Gavin Fogg – Manor Alterations Interim Manager, Abraham Ballesteros – Manor Alterations Inspector II, Sandra Spencer – Administrative Assistant

1. Call to Order

Chair Liberatore called the meeting to order at 9:55 a.m. after a short recess in order to obtain a quorum.

2. Acknowledgement of Media

No media present.

3. Approval of Agenda

Hearing no objection, the agenda was approved by unanimous consent.

4. Approval of Meeting Report for August 18, 2022

Hearing no objection, the meeting report for August 18, 2022 was approved by unanimous consent.

5. Chair's Remarks

Chair Liberatore thanked Director Blackwell for standing in for an absent director and apologized to the members for the lack of participation by the committee members.

6. Member Comments - *(Items Not on the Agenda)*

None.

7. Division Manager Update

Mr. Mejia informed the committee that Gavin Fogg is the Interim Manager for Manor Alterations as Robbi Doncost has separated from employment; efforts continue to improve customer service; and the current standards will be reviewed and revised as needed.

8. Monthly Mutual Consent Report

Consent: *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.*

Hearing no objection, the Consent Report was approved unanimously.

9. Variance Requests

A. 773-C – Non-Standard Wrought Iron Entry Gate

Mr. Ballesteros introduced the variance and answered questions from the committee. The committee reviewed the variance and moved a recommendation for approval to the Board.

Items for Discussion:

None.

Items for Future Agendas:

- TBD

Concluding Business:

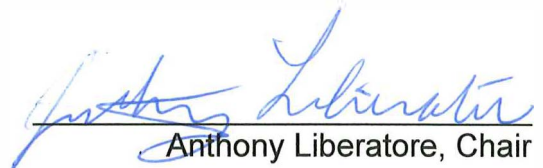
10. Committee Member Comments

- Chair Liberatore apologized for the lack of participation from the committee members and thanked Director Blackwell for filling in for an absent director.
- Director Blackwell commented that she is pleased with the work of the committee and staff.

11. Date of Next Meeting – November 17, 2022 at 9:30 a.m.

12. Adjournment

The meeting was adjourned at 10:06 a.m.



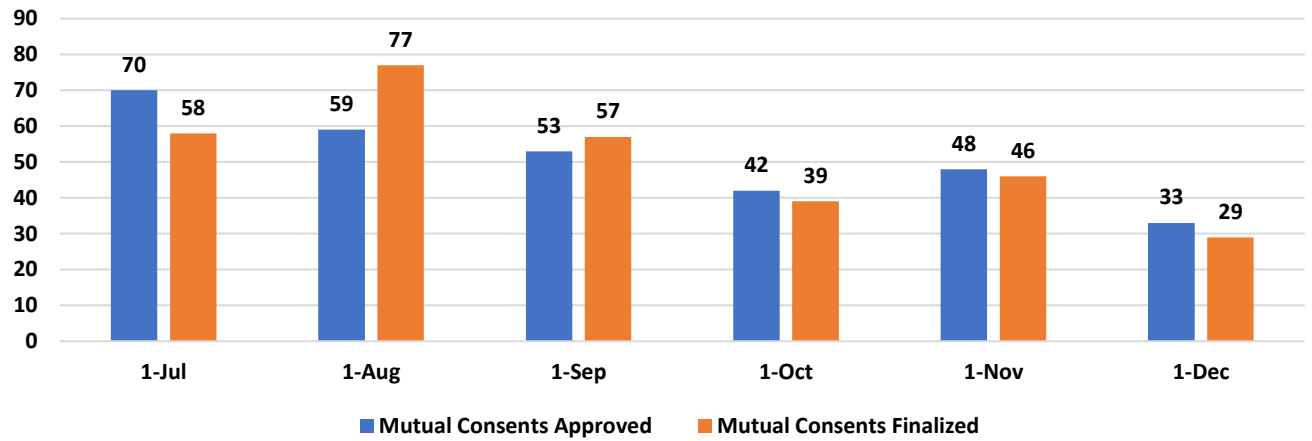
Anthony Liberatore, Chair

Anthony Liberatore, Chair
Bart Mejia, Staff Officer
949-597-4616

This Page Left Intentionally Blank



UNITED MONTHLY MUTUAL CONSENT REPORT



This Page Left Intentionally Blank



STAFF REPORT

DATE: January 19, 2023
FOR: Architectural Controls and Standards Committee
SUBJECT: Revision to Architectural Standard 35 Solar Panels, 1 Story Buildings

RECOMMENDATION

Staff recommends the United Architectural Controls and Standards Committee (ACSC) endorse the revised Architectural Standard Section 35 Solar Panels, 1 Story Buildings and the revised fee schedule to the United Laguna Woods Mutual Board.

BACKGROUND

The Architectural Controls and Standards Committee (ACSC) 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 Section 35 – Solar Panels, 1 Story Buildings was last revised in April 2008, via Resolution 01-08-61 (Attachment 1).

DISCUSSION

Architectural Standard Section 35 Solar Panels, 1 Story Buildings (Attachment 2) needs to be revised to reflect current Federal and State regulations, City-adopted Building Codes, Municipal Codes, and mutual policies.

The proposed revisions to Standard Section 35 – Solar Panels, 1 Story Buildings along with the accompanying revised resolution are included in Attachments 3 and 4. Attachment 5 contains a final version of the proposed changes.

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.

In December 2017, per Resolution 01-17-149 (Attachment 6), United Mutual approved the solar panel mutual consent processing fees to be based on valuation rather than the flat basic fee. The average valuation of a solar panel installation project is over \$10,000, which means the alteration applications is the maximum \$700.

The Alteration fees were last revised in February 2019, via resolution 01-19-22 (Attachment 6).

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 7) 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 for Manor Alterations. A revised fee resolution and fee schedule are included as (Attachment 8).

FINANCIAL ANALYSIS

Based on the Mutual Consent Processing Analysis for Solar Panel Applications, it is anticipated that revenue for 2023 revenue will be reduced by \$954; 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 Interim Manager

Reviewed By: Baltazar Mejia, Maintenance & Construction Assistant Director

ATTACHMENT(S)

Attachment 1 – Current Resolution 01-08-61

Attachment 2 – Current Standard 35 Solar Panels, 1 Story Buildings

Attachment 3 – Revised Resolution 01-23-XX

Attachment 4 – Redlined Revised Standard 35 Solar Panels, 1 Story Buildings

Attachment 5 – Final Draft Standard 35 Solar Panels, 1 Story Buildings

Attachment 6 – Current Resolution 01-19-22

Attachment 7 – Mutual Consent Processing Analysis for Solar Panel Applications

Attachment 8 – Proposed Fee Resolution and Fee Schedule

ATTACHMENT 1 – CURRENT RESOLUTION 01-08-61

RESOLUTION 01-08-61

Alteration Standard, Section 35:

Solar Panels, 1 Story Buildings and Buildings, and Buildings with Unshared Roof Space

WHEREAS, this Corporation recognizes the need to establish a policy to address the proper installation and maintenance of Solar Panels, 1 Story Buildings;

NOW THEREFORE BE IT RESOLVED, April 8, 2008, the Board of Directors of this Corporation hereby approves the new Mutual Alteration Standard, Section 35 - Solar Panels, 1 Story Buildings and Buildings with Unshared Roof Space as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution U-96-62, adopted May 14, 1996 is hereby amended; and

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

UNITED LAGUNA WOODS MUTUAL

SECTION 35 SOLAR PANELS, 1 STORY BUILDINGS, AND BUILDINGS WITH UNSHARED ROOF SPACE

ADOPTED APRIL 2008, RESOLUTION 01-08-61

GENERAL REQUIREMENTS REVISED JUNE 2011, RESOLUTION 01-11-104

GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08

1.0 **GENERAL REQUIREMENTS**

- 1.1 **PERMITS AND FEES:** A Mutual Consent for Manor Alterations Department is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his contractor. Member and/or his contractor must supply the Manor Alterations Department with City permit numbers prior to beginning work.
- 1.2 **MEMBERS RESPONSIBILITY:** The Member is solely responsible for the maintenance and repair of all alterations to the building. Removal may be required upon sale of a manor, or deterioration of the alteration. Further, Member(s) are expected to provide neighboring residents an estimated timeline for construction, and advance notice of excessive construction-related noise that may occur.
- 1.3 **CODES AND REGULATIONS:** All work shall comply with applicable local, state, and federal requirements including but not limited to the current edition of the Uniform Building Code.
- 1.4 **WORK HOURS:** Contractors working for residents at individual manors and in carports are permitted to work from 9:00 AM – 5:00 PM Monday through Friday. No work whatsoever shall be permitted on Saturday and Sunday, and construction is restricted to 6 months out of every 12 months of the year.
- 1.5 **PLANS:** The Member applying for a Mutual Consent for Manor Alteration(s) shall provide to the Manor Alterations Department a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 **DUMPSITES:** The premises shall be kept free from accumulation of waste materials and/or rubbish caused by the construction work. Member and/or his contractor is responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily.

USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION

RELATED DUMPING IS NOT PERMITTED. Contractor's dumpsters, if required, must have location approved by the Manor Alterations Department.

- 1.7 CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.
- 1.8 CONTRACTOR'S CONDUCT:** Member's contractor(s), their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.

2.0 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 buildings 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 is 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 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.
- 2.7.** 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.

- 2.8.** 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.
- 2.9.** Flat roof mounting must leave a minimum of two feet between the panels and the parapet to permit access.
- 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 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.
- 2.12.** The installer is responsible for ensuring that lag screws have adequate pullout strength and shear capacities.
- 2.13.** The installer is responsible for maintaining the waterproof integrity of the roof, including the selection and use of appropriate flashing and sealers.
- 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.** All work must comply with the California Building Code.

ATTACHMENT 3 – REVISED RESOLUTION 01-23-XX

RESOLUTION 01-23-XX
Alteration Standard, Section 35:

Solar Panels, 1 Story Buildings and Buildings

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

WHEREAS, the Board recognizes the need to revise Standard 35 - Solar Panels, 1 Story Buildings;

NOW THEREFORE BE IT RESOLVED, [DATE], that the Board hereby adopts Standard 35 - Solar Panels, 1 Story Buildings as attached to the official meeting minutes; and

RESOLVED FURTHER, that Resolution 01-08-61 adopted April 8, 2008, is hereby superseded in its entirety and no longer in effect; 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 is to be applied at the time an application is approved; 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, 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.

FEBRUARY 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



~~UNITED LAGUNA WOODS MUTUAL~~

~~**STANDARD SECTION 35 SOLAR PANELS, 1 STORY BUILDINGS, AND BUILDINGS WITH UNSHARED ROOF SPACE**~~

~~ADOPTED APRIL 2008, RESOLUTION 01-08-61
GENERAL REQUIREMENTS REVISED JUNE 2011, RESOLUTION 01-11-104
GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08
REVISED [DATE], RESOLUTION 01-23-XX~~

1.0 GENERAL REQUIREMENTS

- ~~**1.1 PERMITS AND FEES:** A Mutual Consent for Manor Alterations Department is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his contractor. Member and/or his contractor must supply the Manor Alterations Department with City permit numbers prior to beginning work.~~
- ~~**1.2 MEMBERS RESPONSIBILITY:** The Member is solely responsible for the maintenance and repair of all alterations to the building. Removal may be required upon sale of a manor, or deterioration of the alteration. Further, Member(s) are expected to provide neighboring residents an estimated timeline for construction, and advance notice of excessive construction-related noise that may occur.~~
- ~~**1.3 CODES AND REGULATIONS:** All work shall comply with applicable local, state, and federal requirements including but not limited to the current edition of the Uniform Building Code.~~
- ~~**1.4 WORK HOURS:** Contractors working for residents at individual manors and in carports are permitted to work from 9:00 AM – 5:00 PM Monday through Friday. No work whatsoever shall be permitted on Saturday and Sunday, and construction is restricted to 6 months out of every 12 months of the year.~~
- ~~**1.5 PLANS:** The Member applying for a Mutual Consent for Manor Alteration(s) shall provide to the Manor Alterations Department a~~



~~detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.~~

~~**1.6 DUMPSITES:** The premises shall be kept free from accumulation of waste materials and/or rubbish caused by the construction work. Member and/or his contractor is responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's dumpsters, if required, must have location approved by the Manor Alterations Department.~~

~~**1.7 CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.~~

~~**1.8 CONTRACTOR'S CONDUCT:** Member's contractor(s), their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.~~

~~SEE STANDARD SECTION 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 buildings 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 is 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~~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. ~~, per the California Building Code.~~
- ~~2.7. 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.~~
- 2.7. 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 of 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 Flat roof mounting must leave a minimum of ~~two~~ 3 feet from the edge of the roof; and a minmum of 3 feel shall be maintained between rows of solar ~~the~~ panels, and between any architectural features such as, but not limited to skylights, mechanical equipment, and vent ipes in order to enable proper access for maintenance. ~~the parapet to permit access.~~
- ~~2.9.~~



- 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 ~~the~~ Manor Alterations ~~Department~~ for approval, and installation of roof jacks, including hot mopping and/or flashing, is required to be completed during original installation.; ~~is required to be completed during the original installation.~~
- 2.12. ~~The installer is responsible for ensuring that~~ lag screws must have adequate pullout strength and shear capacities.
- ~~2.13. The installer is responsible for maintaining the waterproof integrity of the roof, including the selection and use of appropriate flashing and sealers.~~
- 2.13.
- 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.
- ~~2.15.2.16.~~ A solar panel system can 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. All work must comply with the California Building Code.

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.
- 2.16.3.8.** 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.



**STANDARD 35 SOLAR PANELS, 1 STORY BUILDINGS, AND BUILDINGS WITH
UNSHARED ROOF SPACE**

ADOPTED APRIL 2008, RESOLUTION 01-08-61
GENERAL REQUIREMENTS REVISED JUNE 2011, RESOLUTION 01-11-104
GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08
REVISED [DATE], RESOLUTION 01-23-XX

1.0 GENERAL REQUIREMENTS

SEE STANDARD SECTION 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 buildings 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 is 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 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 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 of 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 a minimum of 3 feet from the edge of the roof; and a minmum of 3 feel shall be maintained between rows of solar panels, and between any architectural features such as, but not limited to skylights, mechanical equipment, and vent ipes 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 can 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 6 – CURRENT RESOLUTION 01-19-22

RESOLUTION 01-19-22
ALTERATION PROCESSING FEE POLICY

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

WHEREAS, in order to offset administrative costs associated with processing alteration requests, Staff has determined it is necessary to update the Mutual Consent Processing Fee and the inspection fees to reflect the increased administrative costs; and

WHEREAS, the Mutual currently charges a \$35 fee for a Mutual Consent and a \$150 fee for a Variance to offset administrative costs associated with processing these requests and;

WHEREAS, the Mutual also currently charges a fee on a sliding scale for alterations meeting certain criteria; and

WHEREAS, the Board determined the fees should be non-refundable;

NOW THEREFORE BE IT RESOLVED, February 12, 2019, to partially offset administrative costs associated with processing alteration requests, the Board of Directors of this Corporation hereby sets the alteration and inspection fees as attached to the official minutes of this meeting;

RESOLVED FURTHER, that Resolution 01-17-149 adopted December 12, 2017, is hereby superseded and cancelled; and

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

JANUARY Initial Notification

28-day notification to comply with Civil Code §4360 has been satisfied.

ATTACHMENT 7 – 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			2
Total estimated revenue for 2023			\$ 1,400.00
Proposed New Fee			\$ 223.00
Estimated number of solar installations			2
Total estimated revenue for 2023			\$ 446.00
Net estimated revenue reduction for 2023			\$ 954.00

ATTACHMENT 8 - PROPOSED FEE RESOLUTION AND FEE SCHEDULE

RESOLUTION 03-23-XX

Solar 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 variance requests, which is often followed by multiple resubmittals, and can be followed by an appeal to the Board in accordance with Resolution 03-13-105; and

WHEREAS, the following revisions are approved: 1) The Solar Installation Application Fee is revised to \$223; 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] to partially offset administrative costs associated with processing alteration and variance requests, the Board of Directors of this Corporation 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, that Resolution 01-19-22 adopted February 12, 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.

FEBRUARY 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 and a City Permit as indicated below.

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
-----------------------------	-------

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

Variance Processing Fee	\$150
-------------------------	-------

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

*Some Alterations may require a Demolition Permit, which carries a \$50 fee. To confirm if your Alteration will require a Demolition Permit, please contact the Manor Alterations Department.

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

*In the event a member requires an "after the fact" ("ATF") Mutual Consent for work completed without prior appropriate authorization, the following will apply as appropriate to the nature of the improvement work: Unauthorized Alteration Fee + Variance Fee and/or Mutual Consent Fee and/or Demolition Fee.

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

Permit 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: January 19, 2023
FOR: Architectural Controls and Standards Committee
SUBJECT: Revision to Architectural Standard 42 Solar Panels, 2 Story Buildings

RECOMMENDATION

Staff recommends the United Architectural Controls and Standards Committee (ACSC) endorse the revised Architectural Standard Section 42 Solar Panels, 2 Story Buildings and the revised fee schedule to the United Laguna Woods Mutual Board.

BACKGROUND

The Architectural Controls and Standards Committee (ACSC) 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 Section 42 – Solar Panels, 2 Story Buildings was last revised in October 2014, via Resolution 01-14-130 (Attachment 1).

DISCUSSION

Architectural Standard Section 42 Solar Panels, 2 Story Buildings (Attachment 2) needs to be revised to reflect current Federal and State regulations, City-adopted Building Codes, Municipal Codes, and mutual policies.

The proposed revisions to Standard Section 42 – Solar Panels, 2 Story Buildings along with the accompanying revised resolution are included in Attachments 3 and 4. Attachment 5 contains a final version of the proposed changes.

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.

In December 2017, per Resolution 01-17-149 (Attachment 6), United Mutual approved the solar panel mutual consent processing fees to be based on valuation rather than the flat basic fee. The average valuation of a solar panel installation project is over \$10,000, which means the alteration applications is the maximum \$700.

The Alteration fees were last revised in February 2019, via resolution 01-19-22 (Attachment 6).

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 7) 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 for Manor Alterations. A revised fee resolution and fee schedule are included as (Attachment 8).

FINANCIAL ANALYSIS

There is no financial impact to the mutual if these revisions are implemented.

Based on the Mutual Consent Processing Analysis for Solar Panel Applications, it is anticipated that revenue for 2023 revenue will be reduced by \$954; 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 Interim Manager

Reviewed By: Baltazar Mejia, Maintenance & Construction Assistant Director

ATTACHMENT(S)

Attachment 1 – Current Resolution 01-14-130

Attachment 2 – Current Standard 42 Solar Panels, 2 Story Buildings

Attachment 3 – Revised Resolution 01-23-XX

Attachment 4 – Redlined Revised Standard 42 Solar Panels, 2 Story Buildings

Attachment 5 – Final Draft Standard 42 Solar Panels, 2 Story Buildings

Attachment 6 – Current Resolution 01-19-22

Attachment 7 – Mutual Consent Processing Analysis for Solar Panel Applications

Attachment 8 – Proposed Fee Resolution and Fee Schedule

ATTACHMENT 1 – CURRENT RESOLUTION 01-14-130

RESOLUTION 01-14-130

Alteration Standard, Section 42:

Solar Panels, 2 Story Buildings with Flat Roofs

WHEREAS, the Board of Directors of this Corporation adopted Resolution U-96-62 on May 14, 1996, which approved the United Laguna Woods Mutual Alteration Standards; and

WHEREAS, this Corporation recognizes the need to establish a policy for the installation of solar panels for 2 story buildings with flat roofs;

NOW THEREFORE BE IT RESOLVED, October 23, 2014, that the Board of Directors of this Corporation hereby establishes a new Mutual Alteration Standard Section 42 Solar Panels, 2 Story Buildings with Flat Roofs, as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution U-96-62, adopted May 14, 1996 is hereby amended; and

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

UNITED LAGUNA WOODS MUTUAL

Section 42 - Solar Panels, 2 Story Buildings with Flat Roofs

ADOPTED OCTOBER 2014, RESOLUTION 01-14-130

GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08

1.0 GENERAL REQUIREMENTS

- 1.1 PERMITS AND FEES:** A Mutual consent for Manor Alterations is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Manor Alterations Department office with City permit number(s) prior to beginning work.
- 1.2 MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.
- 1.3 CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).
- 1.4 WORK HOURS:** Contractors working for residents at individual manors and in carports are permitted to work from 9:00 AM – 5:00 PM Monday through Friday. No work whatsoever shall be permitted on Saturday and Sunday, and construction is restricted to 6 months out of every 12 months of the year.
- 1.5 PLANS:** The Member applying for a Mutual Consent for Manor Alteration(s) shall provide to the Manor Alterations Department a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.**

Contractor's or Member's dumpsters, if required, must have location approved by the Manor Alterations Department.

- 1.7 **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.
- 1.8 **CONTRACTOR'S CONDUCT:** Member's contractor's, their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.

2.0 **APPLICATIONS**

- 2.1 Leasing of solar panels for installation on United Mutual manors is strictly prohibited.
- 2.2 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).
- 2.3 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 5, 6, 7 and 8 for roof allocation on flat roofs of 6-, 8-, and 12-unit buildings respectively.
- 2.4 Detailed, site-specific plans, including for all water and 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 Regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member's expense.
- 2.7 Water and electric lines must be set on blocking above the surface to facilitate re-roofing.

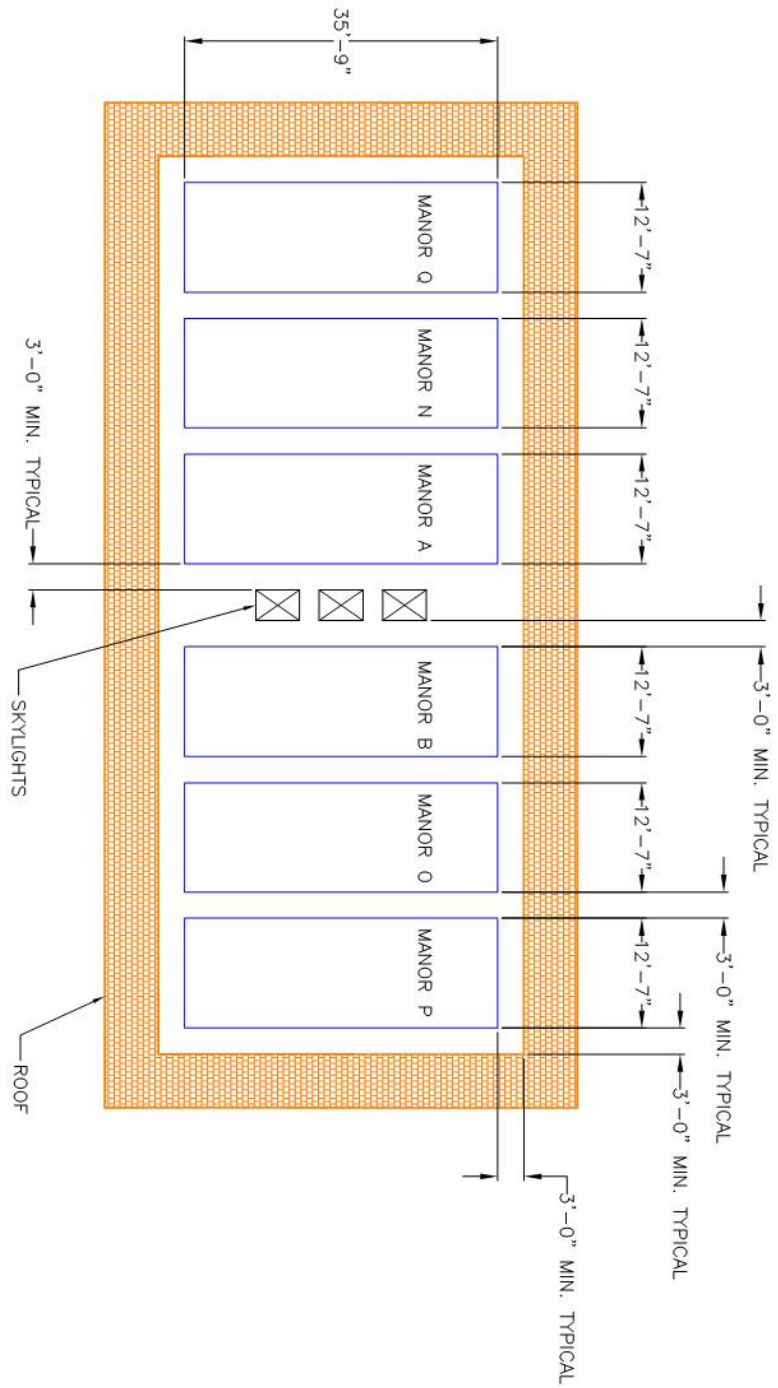
- 2.8 Structural calculations for the existing roof structure, signed and wet-stamped by a California-licensed structural engineer are required to ensure the solar panel system does not compromise the existing roof structure and that the roof is adequate to accept attachments and to support all applied loadings, per the California Building Code.
- 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 All work must comply with the California Building Code.
- 2.17 The use of solar micro-inverter or power optimizer technology is required due to the potential number of separate systems that could be installed on one building.

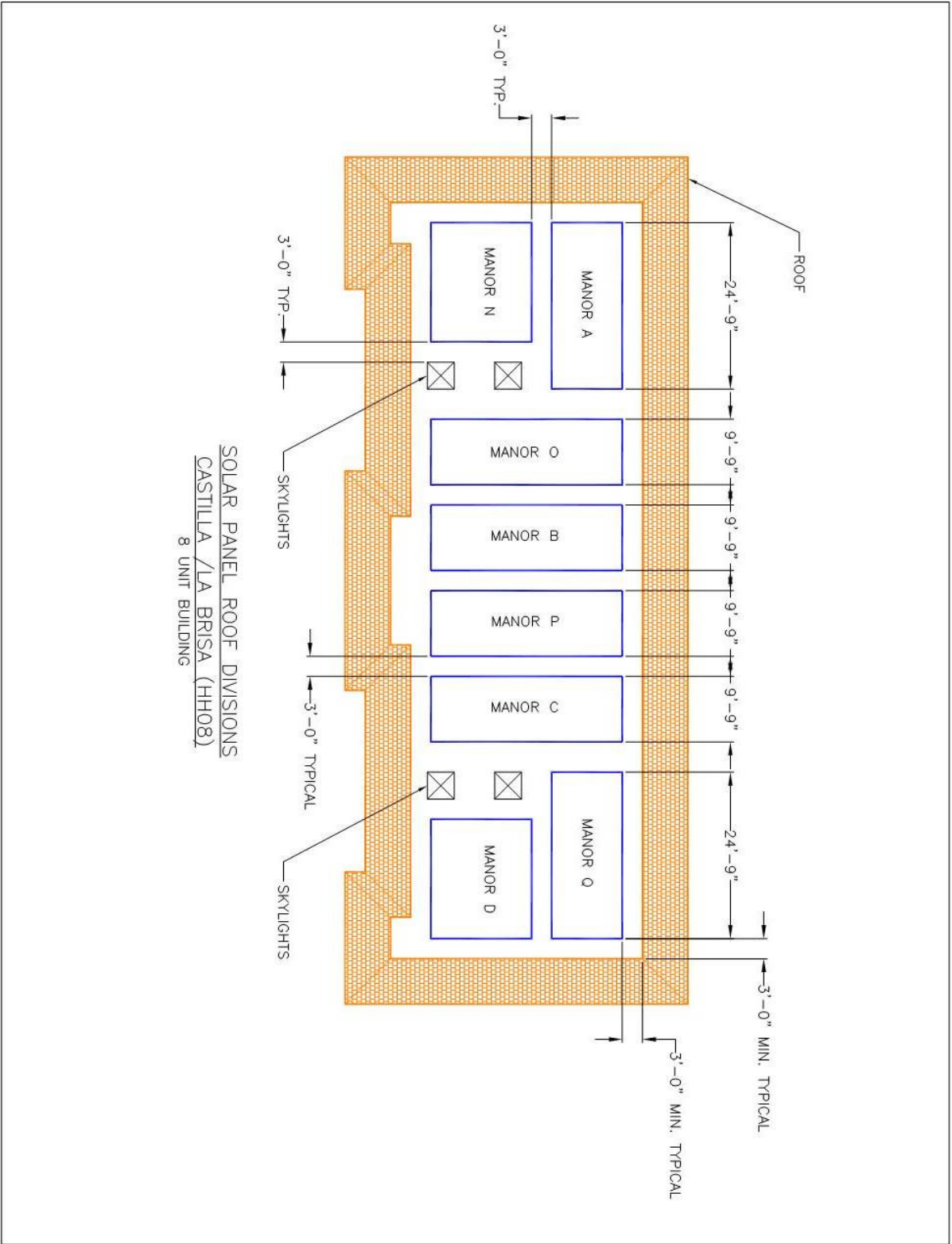
3.0 OBLIGATIONS

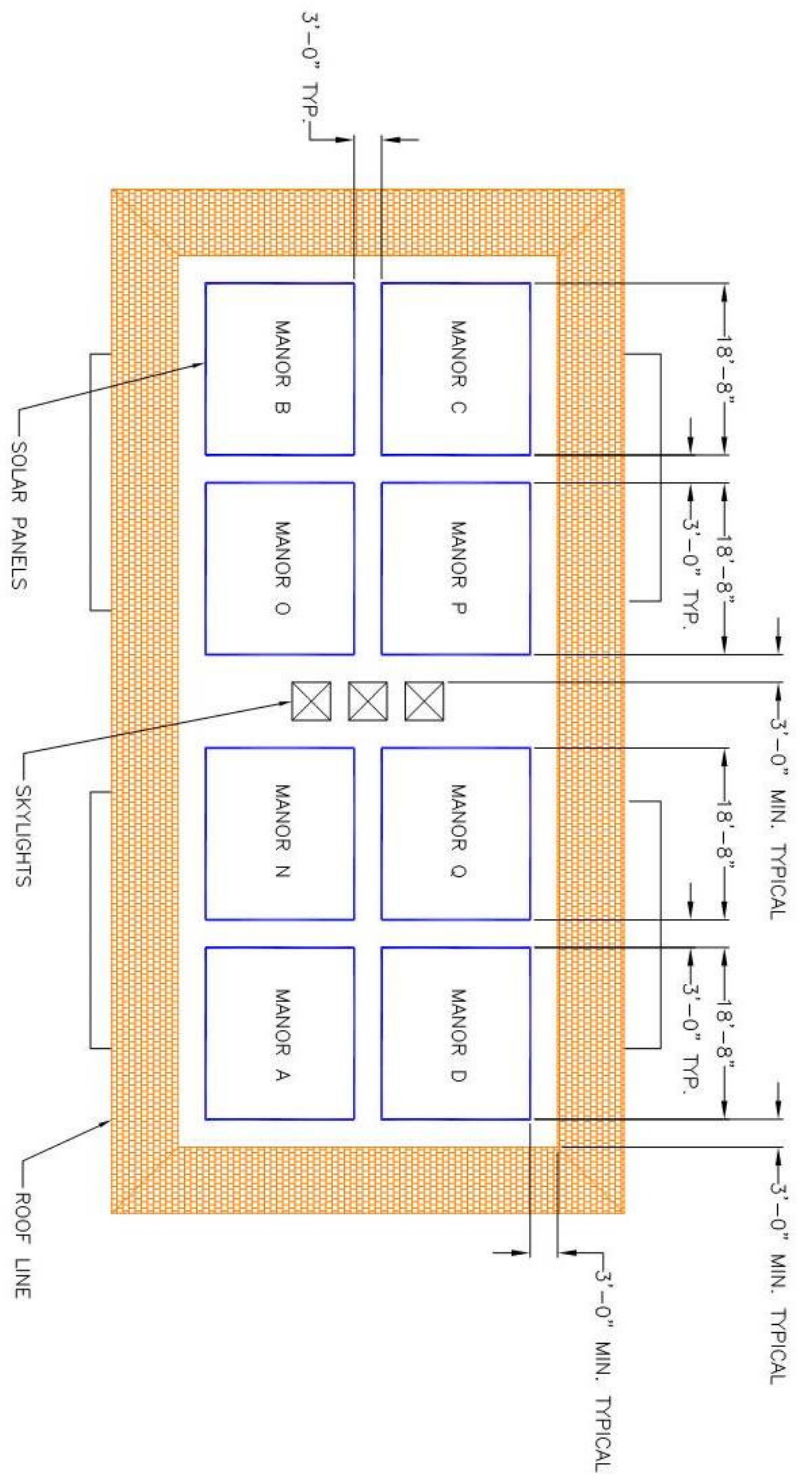
- 3.1 Member agrees to pay for repairs to roof that may be attributed to damage caused by contractors installing or servicing solar panels if manifested within 5 years of installation or servicing of solar panels.

- 3.2** The Mutual Member is responsible for, and will bear all costs associated with removing, altering, covering or replacing the alteration as may be necessary or appropriate to allow the corporation business.
- 3.3** The Mutual 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).

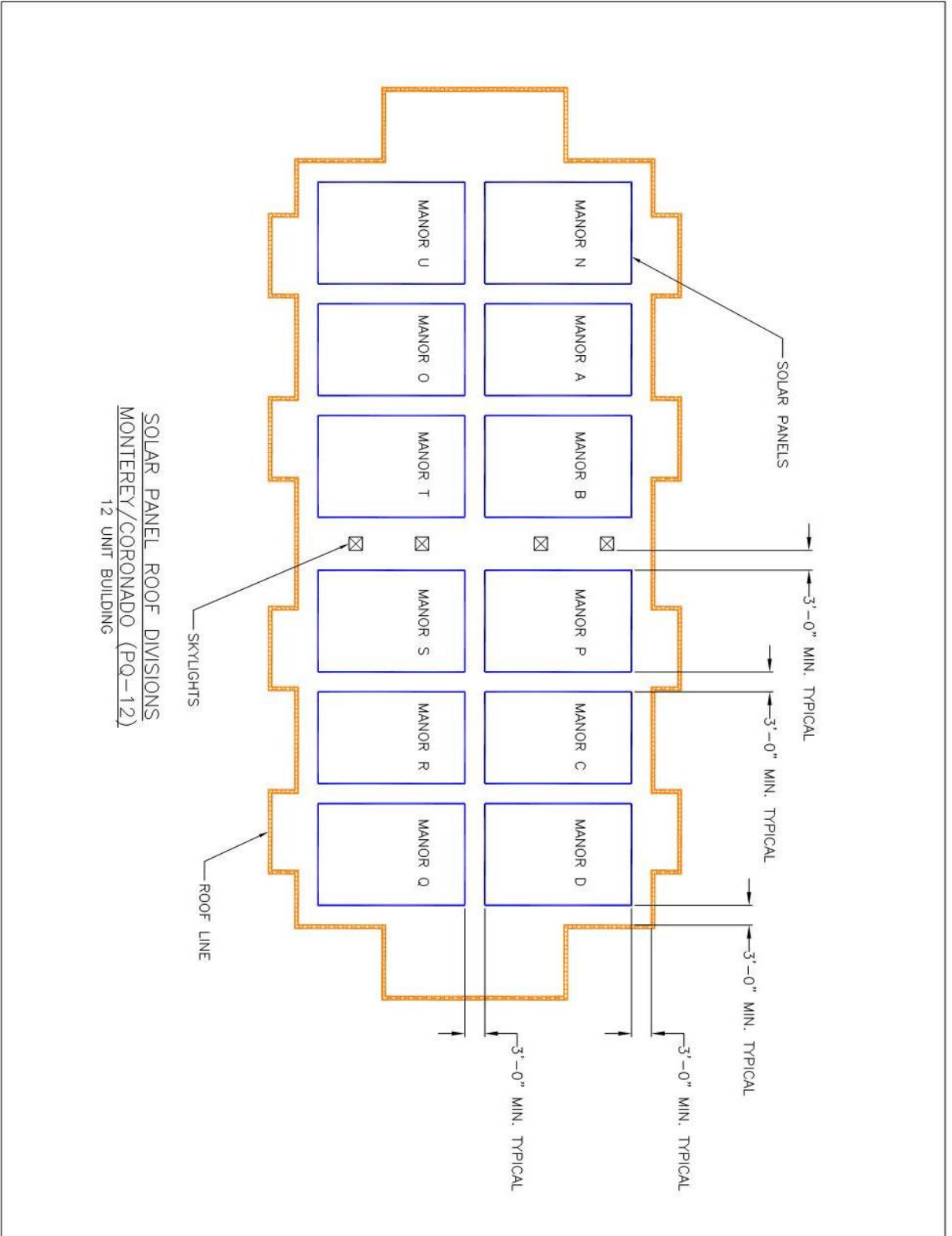
SOLAR PANEL ROOF DIVISIONS
CASA LINDA /CASA VISTA (11-06)
6 UNIT BUILDING







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



ATTACHMENT 3 – REVISED RESOLUTION 01-23-XX

RESOLUTION 01-23-XX **Alteration Standard, Section 42:** **Solar Panels, 2 Story Buildings**

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

WHEREAS, the Board recognizes the need to revise Standard 42 - Solar Panels, 2 Story Buildings;

NOW THEREFORE BE IT RESOLVED, [DATE], that the Board hereby adopts Standard 42 - Solar Panels, 2 Story Buildings as attached to the official meeting minutes; and

RESOLVED FURTHER, that Resolution 01-14-130 adopted October 23, 2014, is hereby superseded in its entirety and no longer in effect; 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 is to be applied at the time an application is approved; 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, 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.

FEBRUARY 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



~~UNITED LAGUNA WOODS MUTUAL~~

~~Section 42 – Solar Panels, 2 Story Buildings with Flat Roofs~~

~~STANDARD 42 SOLAR PANELS, 2 STORY BUILDINGS, WITH FLAT ROOFS~~

~~ADOPTED OCTOBER 2014, RESOLUTION 01-14-130
GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08
REVISED [DATE], RESOLUTION 01-23-XX~~

1.0 GENERAL REQUIREMENTS

- ~~1.1 — **PERMITS AND FEES:** A Mutual consent for Manor Alterations is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Manor Alterations Department office with City permit number(s) prior to beginning work.~~
- ~~1.2 — **MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.~~
- ~~1.3 — **CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).~~
- ~~1.4 — **WORK HOURS:** Contractors working for residents at individual manors and in carports are permitted to work from 9:00 AM — 5:00 PM Monday through Friday. No work whatsoever shall be permitted on Saturday and Sunday, and construction is restricted to 6 months out of every 12 months of the year.~~
- ~~1.5 — **PLANS:** The Member applying for a Mutual Consent for Manor Alteration(s) shall provide to the Manor Alterations Department a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.~~



~~1.6 — **DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's or Member's dumpsters, if required, must have location approved by the Manor Alterations Department.~~

~~1.7 — **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.~~

~~1.8 — **CONTRACTOR'S CONDUCT:** Member's contractor's, their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.~~

~~SEE STANDARD SECTION 1: GENERAL REQUIREMENTS~~

2.0 APPLICATIONS

~~2.1 — Leasing of solar panels for installation on United Mutual manors is strictly prohibited.~~

~~2.2 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 2.3 — 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 85, 96, 107 and 118 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).

2.54 Detailed, site-specific plans, including ~~for~~ all water and electrical lines for the solar panel installation, ~~including~~ penetrations, shall be submitted to ~~the~~ Manor Alterations ~~Department~~ for approval.

2.65 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

~~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 Regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member's expense.~~

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.

~~2.10.7~~ 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.

~~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.~~

~~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. n~~

~~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 All work must comply with the California Building Code.~~

~~2.17 The use of solar micro-inverter or power optimizer technology is required due to the potential number of separate systems that could be installed on one building.~~

~~2.21 Panels for water solar heating systems are not permitted.~~

~~2.21 Leasing of Solar Panels is permitted only under the following conditions:~~



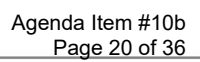
- ~~Only prepaid leases are permitted and Member must provide the Mutual a copy of the pre-paid lease contract together with proof of the payment before any work on the construction or installation of the solar panel system begins, and:~~
- a) ~~The prepaid lease contract must be assigned by the Member.~~

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.~~ agrees to pay for repairs to roof that may be attributed to damage caused by contractors installing or servicing solar panels if manifested within 5 years of installation or servicing of solar panels.
- 3.2 The ~~Mutual~~ Member is responsible for, and will bear all costs associated with removing, altering, covering or ~~reinstalling~~ replacing 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. ~~corporation business.~~
- 3.3 The ~~Mutual~~ Member is responsible for, and will bear all costs associated with, clean-up or repair of ~~M~~mutual owned or controlled property made necessary by or resulting from the alteration.



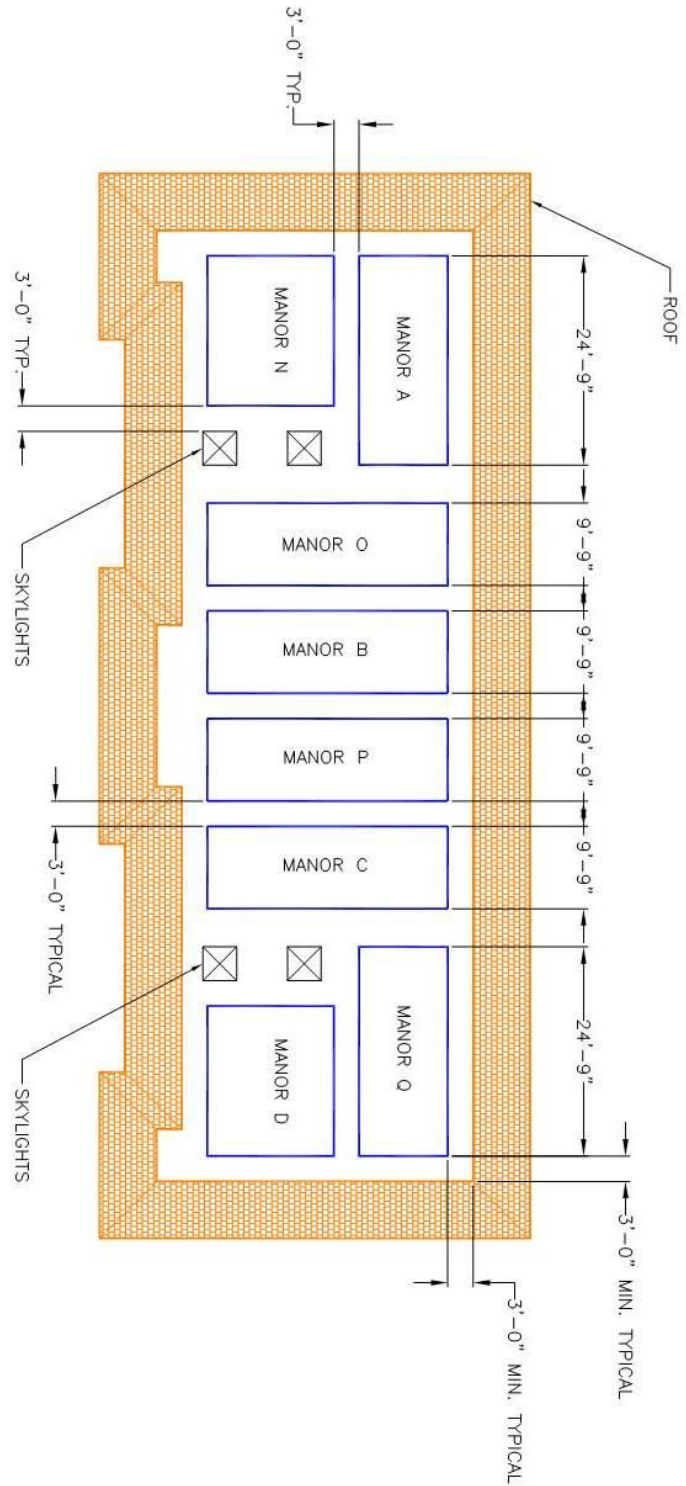
- 3.4 All costs associated with roof replacement above and beyond the typical cost for roof replacement due to the solar panel installation shall be borne by the Member(s).
- 3.5 The roof area allocated for solar panel installation is depicted in the attached Roof Allocation plan for each type of 2-story 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.
- 3.65 Upon sale of Member's Manor, all obligations herein shall apply to all subsequent owners of the Manor.
- 3.76 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.

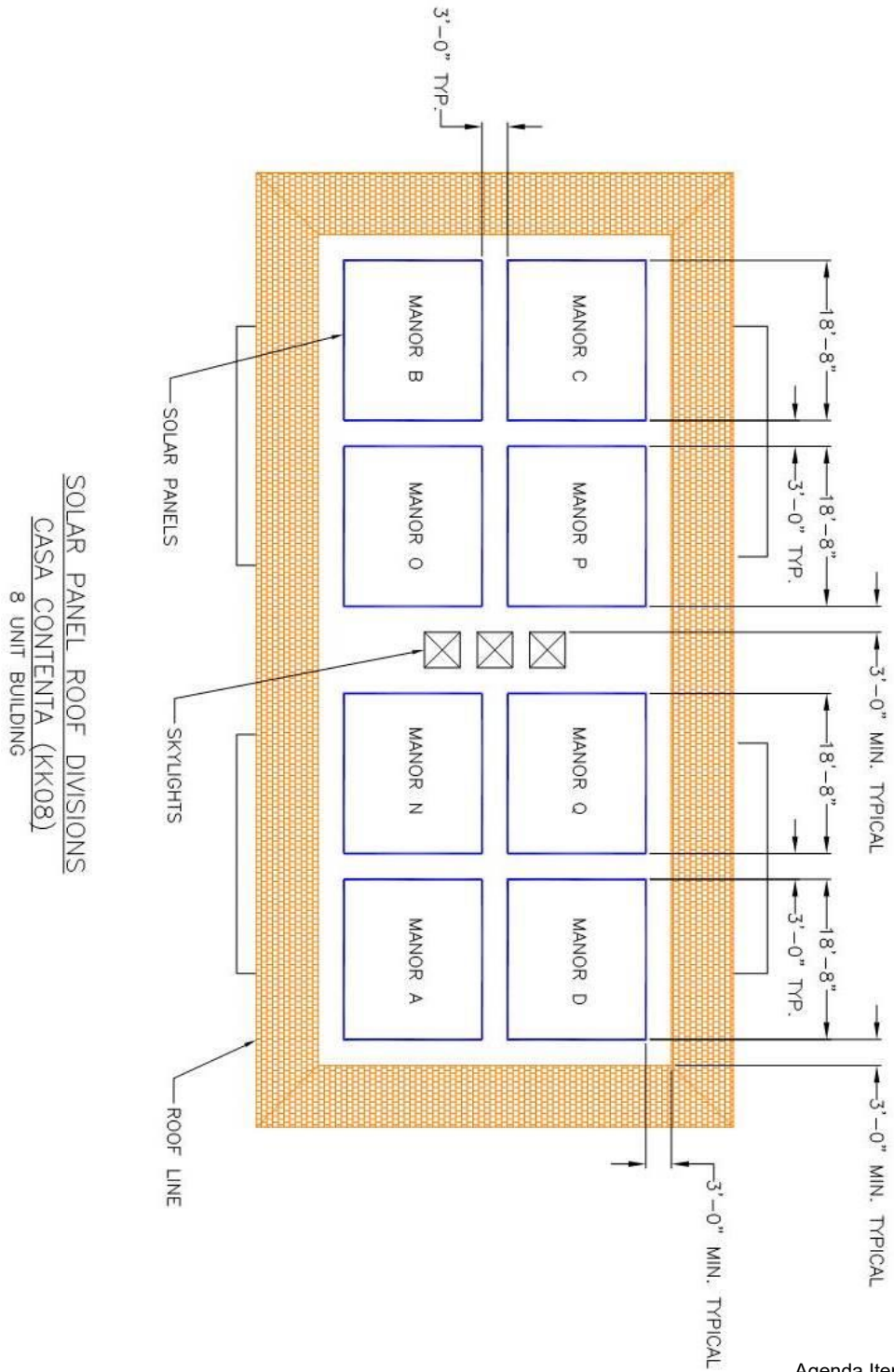




UNITED LAGUNA WOODS MUTUAL

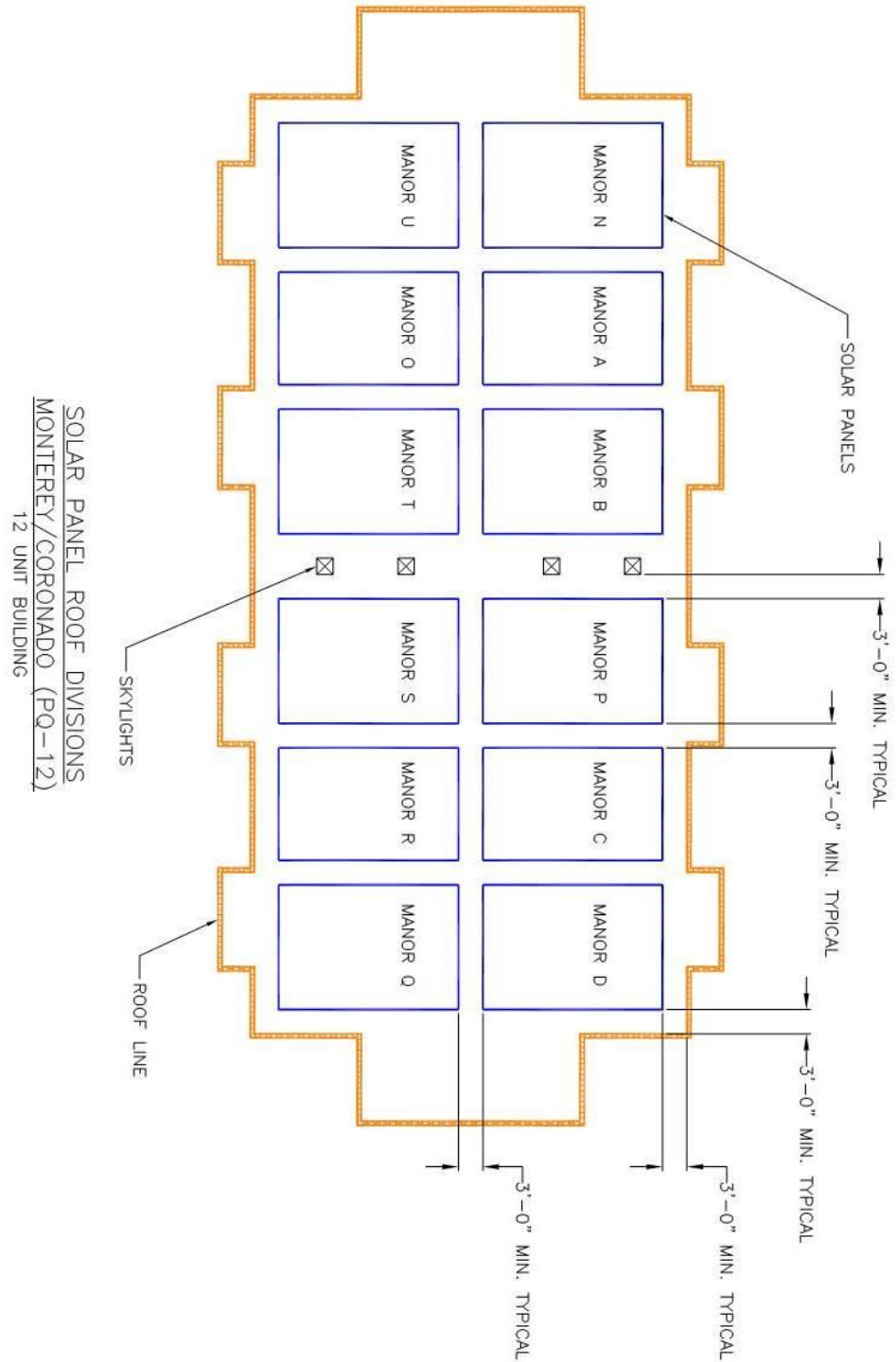
SOLAR PANEL ROOF DIVISIONS CASTILLA /LA BRISA (HH08) 8 UNIT BUILDING







UNITED LAGUNA WOODS MUTUAL



ATTACHMENT 5 – FINAL DRAFT STANDARD 42 SOLAR
PANELS, 2 STORY BUILDINGS



STANDARD 42 SOLAR PANELS, 2 STORY BUILDINGS, WITH FLAT ROOFS
ADOPTED OCTOBER 2014, RESOLUTION 01-14-130
GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08
REVISED [DATE], RESOLUTION 01-23-XX

1.0 GENERAL REQUIREMENTS

SEE STANDARD SECTION 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.



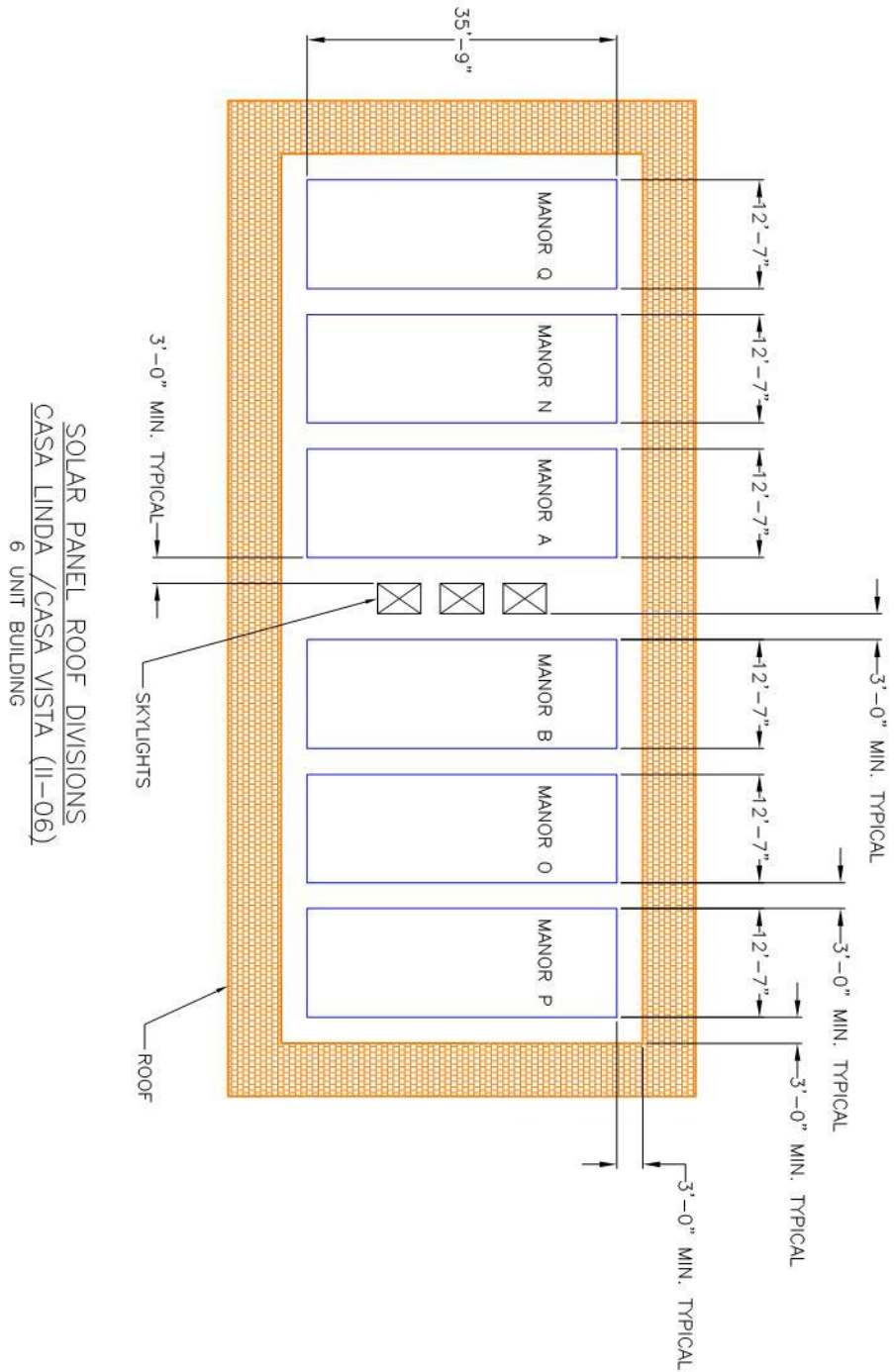
- 2.15** Solar Electric Panels, and their associated electrical components, must be UL listed, or comply with equivalent international standards.
- 2.16** A solar panel system may only serve a single manor. Leasing of Solar Panels is not allowed.
- 2.17** All solar panel installations located on the 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.

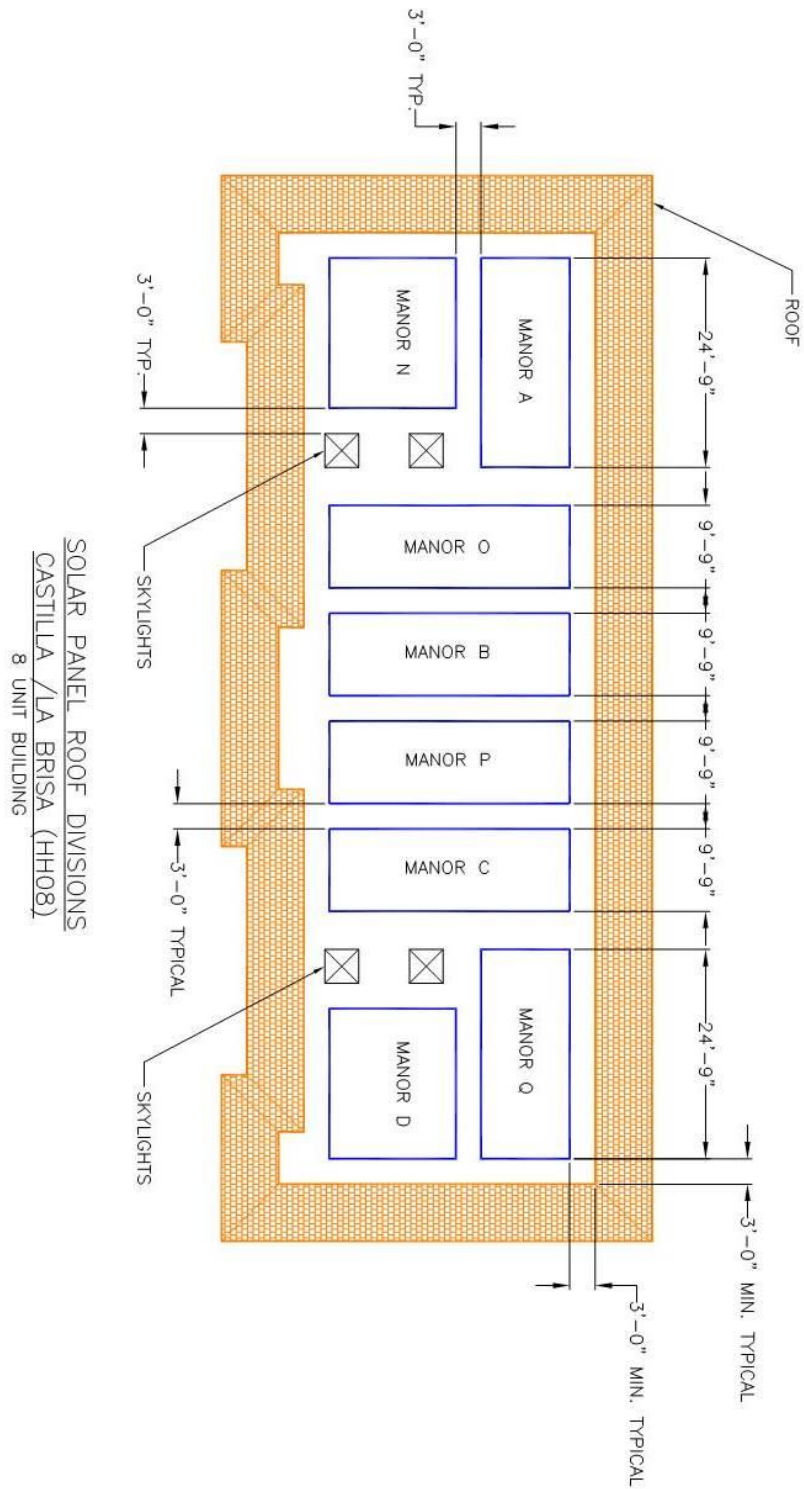
3.0 OBLIGATIONS

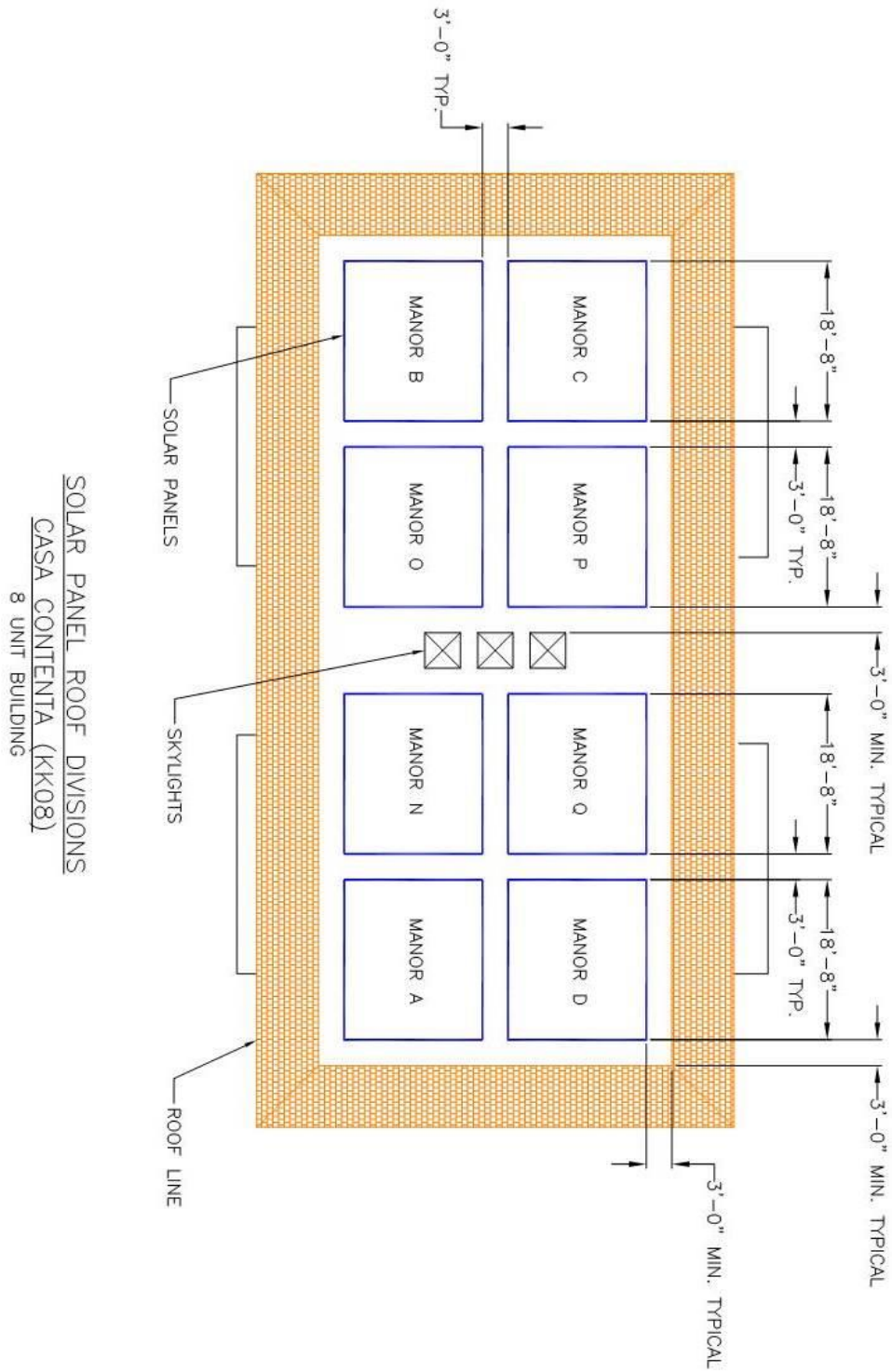
- 3.1** Member accepts responsibility and agrees to pay for repairs to common areas, including but not limited to roofing, framing, wiring and drywall caused, in whole or in part, by Member's solar panels or their installation, operation, maintenance or removal, and Member accepts all responsibility 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.

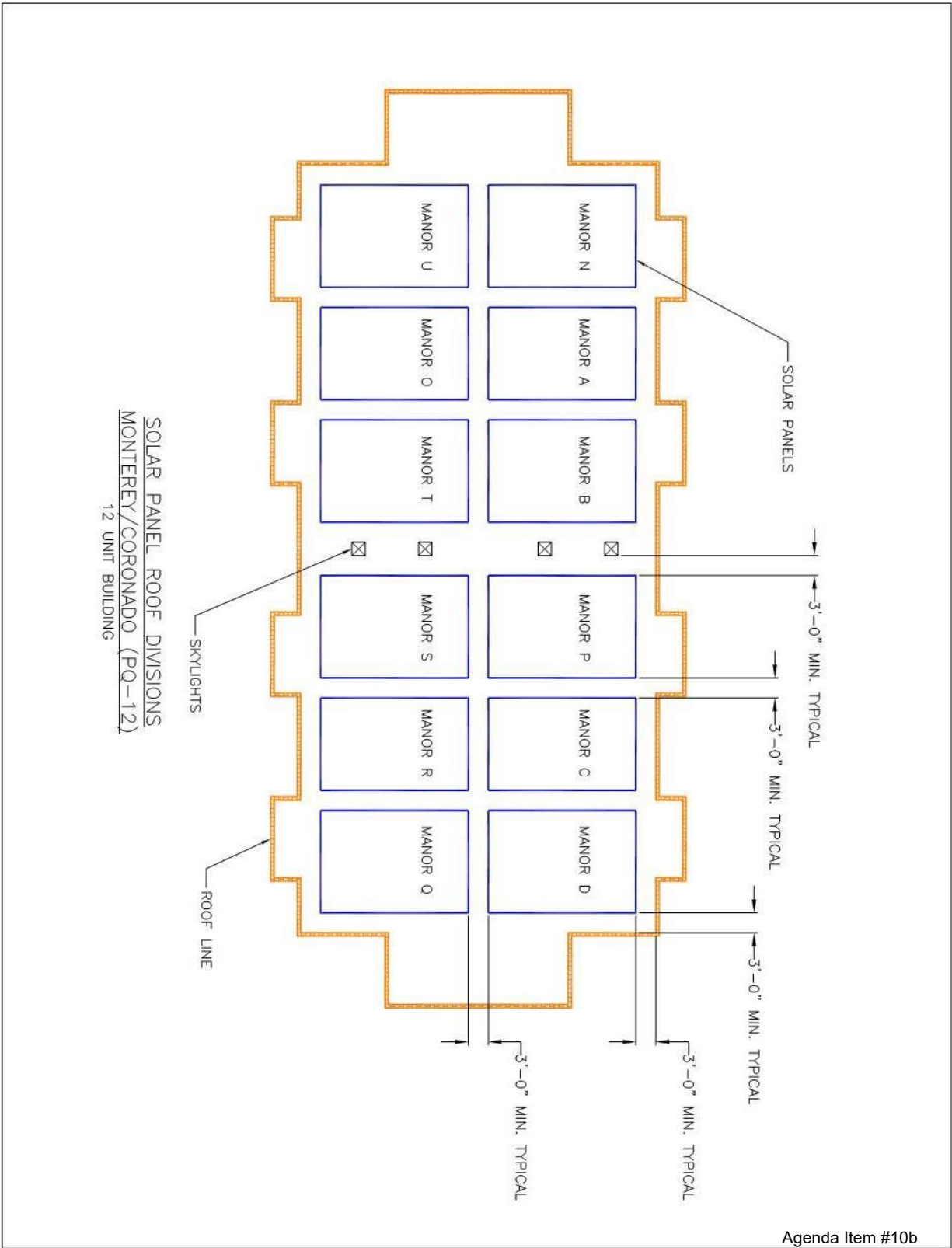


- 3.4** All costs associated with roof replacement above and beyond the typical cost for roof replacement due to the solar panel installation shall be borne by the Member(s).
- 3.5** The roof area allocated for solar panel installation is depicted in the attached Roof Allocation plan for each type of 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.









ATTACHMENT 6 – CURRENT RESOLUTION 01-19-22

RESOLUTION 01-19-22
ALTERATION PROCESSING FEE POLICY

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

WHEREAS, in order to offset administrative costs associated with processing alteration requests, Staff has determined it is necessary to update the Mutual Consent Processing Fee and the inspection fees to reflect the increased administrative costs; and

WHEREAS, the Mutual currently charges a \$35 fee for a Mutual Consent and a \$150 fee for a Variance to offset administrative costs associated with processing these requests and;

WHEREAS, the Mutual also currently charges a fee on a sliding scale for alterations meeting certain criteria; and

WHEREAS, the Board determined the fees should be non-refundable;

NOW THEREFORE BE IT RESOLVED, February 12, 2019, to partially offset administrative costs associated with processing alteration requests, the Board of Directors of this Corporation hereby sets the alteration and inspection fees as attached to the official minutes of this meeting;

RESOLVED FURTHER, that Resolution 01-17-149 adopted December 12, 2017, is hereby superseded and cancelled; and

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

JANUARY Initial Notification

28-day notification to comply with Civil Code §4360 has been satisfied.

ATTACHMENT 7 – 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			2
Total estimated revenue for 2023			\$ 1,400.00
Proposed New Fee			\$ 223.00
Estimated number of solar installations			2
Total estimated revenue for 2023			\$ 446.00
Net estimated revenue reduction for 2023			\$ 954.00

ATTACHMENT 8 - PROPOSED FEE RESOLUTION AND FEE SCHEDULE

RESOLUTION 03-23-XX

Solar 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 variance requests, which is often followed by multiple resubmittals, and can be followed by an appeal to the Board in accordance with Resolution 03-13-105; and

WHEREAS, the following revisions are approved: 1) The Solar Installation Application Fee is revised to \$223; 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] to partially offset administrative costs associated with processing alteration and variance requests, the Board of Directors of this Corporation 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, that Resolution 01-19-22 adopted February 12, 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.

FEBRUARY 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 and a City Permit as indicated below.

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
-----------------------------	-------

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

Variance Processing Fee	\$150
-------------------------	-------

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

*Some Alterations may require a Demolition Permit, which carries a \$50 fee. To confirm if your Alteration will require a Demolition Permit, please contact the Manor Alterations Department.

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

*In the event a member requires an "after the fact" ("ATF") Mutual Consent for work completed without prior appropriate authorization, the following will apply as appropriate to the nature of the improvement work: Unauthorized Alteration Fee + Variance Fee and/or Mutual Consent Fee and/or Demolition Fee.

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

Permit 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: January 19, 2023
FOR: Architectural Controls and Standards Committee
SUBJECT: Revision to Architectural Standard 1: General Requirements for Alteration Standards

RECOMMENDATION

Staff recommends the United Architectural Controls and Standards Committee (ACSC) endorse the revised Architectural Standard 1: General Requirements for Alteration Standards to the United Laguna Woods Mutual Board.

BACKGROUND

The Architectural Controls and Standards Committee (ACSC) 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 1: General Requirements for Alteration Standards was last revised in June 2018, via Resolution 01-18-57 (Attachment 1).

DISCUSSION

Architectural Standard 1: General Requirements for Alteration Standards (Attachment 2) needs to be revised to reflect current Federal and State regulations, City-adopted Building Codes, Municipal Codes, and mutual policies.

The proposed revisions to Standard 1 include changes requested by the City, shareholders, and Board members. The most significant change is the contractor working hours. Restrictions to contractor working hours are proposed to be reduced to key holidays to facilitate the completion of alterations while still preserving quiet times for family gatherings and events. Approval of the revised contractor working hours does not waive or override any City requirements specified in the City permit. For example, painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work that do not require electrical, mechanical or plumbing work can be performed during the expanded working hours; however, construction work like plumbing, electrical and framing work must be coordinated with the City.

The proposed revisions to Standard 1 along with the accompanying revised resolution are included in Attachments 3 and 4. Attachment 5 contains a final version of the proposed changes.

FINANCIAL ANALYSIS

There is no financial impact to the mutual if these revisions are implemented.

Prepared By: Baltazar Mejia, Maintenance & Construction Assistant Director

Reviewed By: Baltazar Mejia, Maintenance & Construction Assistant Director

ATTACHMENT(S)

Attachment 1 – Current Resolution 01-18-57

Attachment 2 – Current Standard 1 General Requirements for Alteration Standards

Attachment 3 – Revised Resolution 01-23-XX

Attachment 4 – Redlined Revised Standard 1 General Requirements for Alteration Standards

Attachment 5 – Final Draft Standard 1 General Requirements for Alteration Standards

ATTACHMENT 1 – CURRENT RESOLUTION 01-18-57

RESOLUTION 01-18-57

Section 1: General Requirements for all Alteration Standards

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

WHEREAS, the General Requirements are and should remain the same for all Alteration Standards and amending the General Requirements requires amending every individual Alteration Standard;

WHEREAS, the Architectural Controls and Standards Committee recognizes the need to remove the General Requirements from each individual Alteration Standard and create a new Alteration Standard for the General Requirements, eliminating the need to revise all the Alteration Standards for a revision of the General Requirements,

NOW THEREFORE BE IT RESOLVED, June 12, 2018, that the Board of Directors of this Corporation hereby adopts the following Standard 1 for the General Requirements of all Alteration Standards;



**STANDARD 1: GENERAL REQUIREMENTS
FOR ALTERATION STANDARDS
JUNE 2018, RESOLUTION 03-18-57**

- 1.1 PERMITS AND FEES: A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Alterations Division with City permit number(s) prior to beginning work.
- 1.2 MEMBERS' RESPONSIBILITY: The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.
- 1.3 CODES AND REGULATIONS: All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).
- 1.4 WORK HOURS: No work shall commence prior to 7:00 am and no work shall be permitted after 5:00 pm Monday through Friday. Work on Saturday shall be permitted from 9:00 am– 3:00 pm for work which results in construction-related noise (e.g. cutting tile, hammering, and the use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00 am – 5:00 pm. No work whatsoever shall be permitted on Sunday or holidays.
- 1.5 PARKING: Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces, cul-de-sacs, or fire lanes. Parking passes must be displayed in the windshield at all times. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
- 1.6 PLANS: The Member applying for a permit shall provide to the Alterations Division a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.7 DUMPSITES: The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily. USE OF

COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED. Cleaning of paint tools, buckets, or equipment is prohibited in Common Areas. Contractor's or Member's dumpsters, if required, may not be placed in cul-de-sacs or parking spaces, location must be approved by the Alteration Division.

- 1.8 CONTRACTOR: Installation must be performed by a California licensed contractor of the appropriate trade.
- 1.9 CONTRACTOR'S CONDUCT: Member's contractor's, their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.

ATTACHMENT 3 – REVISED RESOLUTION 01-23-XX

RESOLUTION 01-23-XX

Section 1: General Requirements for Alteration Standards

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

WHEREAS, the Board recognizes the need to revise Standard 1 – General Requirements for all Alteration Standards;

WHEREAS, the General Requirements are and should remain the same for all Alteration Standards and amending the General Requirements requires amending every individual Alteration Standard;

WHEREAS, the Architectural Controls and Standards Committee recognizes the need to remove the General Requirements from each individual Alteration Standard and create a new Alteration Standard for the General Requirements, eliminating the need to revise all the Alteration Standards for a revision of the General Requirements,

NOW THEREFORE BE IT RESOLVED, [DATE], that the Board hereby adopts Standard 1 – General Requirements of all Alteration Standards as attached to the official meeting minutes; and

RESOLVED FURTHER, that Resolution 01-18-57 adopted June 12, 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.

FEBRUARY 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



**STANDARD 1: GENERAL REQUIREMENTS FOR
ALTERATION STANDARDS**

ADOPTED JUNE 2018, RESOLUTION 013-18-57
REVISED [DATE], RESOLUTION 01-23-XX

- 1.1 PERMITS AND FEES: A Mutual consent permit—is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual consent and City permits shall be paid ~~for~~ by the Member and/or his or her contractor. When City permits are required, the Member and/or his or her contractor must provide a copy of the the Alterations Division with City permit number(s) prior to beginning work.
- 1.2 MEMBERS' RESPONSIBILITY: The Member is solely responsible for the maintenance, repair, and/or removal of all alterations performed by the Member and/or his/her contractor to the building.
- 1.3 CODES AND REGULATIONS: All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the City-adopted Building Code as per City requirements—current edition of the National Electric Code (NEC).
- 1.4 WORK HOURS: No work shall commence prior to 7:00 am and no work shall be permitted after 5:00 pm Monday through Friday. Work on Saturday shall be permitted from 9:00 am– 3:00 pm for work which results in construction-related noise (e.g. cutting tile, hammering, and the use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00 am – 5:00 pm. No work whatsoever shall be permitted on Sunday or the following holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November) and Christmas Day (December 25). Note that Member or his/her contractor must coordinate with the City any work that is performed outside of City working hours or on City-observed holidays.
- 1.5 PARKING: Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces, cul-de-sacs, or fire lanes. Parking passes must be displayed in the windshield at all times. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.

- 1.6 PLANS: The Member applying for a Mutual Consent ~~permit~~ shall provide to the Manor Alterations Division a detailed plan(s) ~~for approval~~ indicating all work to be done, i.e., size, location, description and specifications.
- 1.7 DUMPSITES: The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily. USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED. Cleaning of paint tools, buckets, or equipment is prohibited in Common Areas. Contractor's or Member's dumpsters, if required, may not be placed in cul-de-sacs or parking spaces, location must be approved by the Alteration Division.
- 1.8 CONTRACTOR: Installation must be performed by a California licensed contractor of the appropriate trade. In addition to any other City requirements, all contractors performing work in the Village must be duly licensed by the State of California for the work that they are performing and be properly insured.
- 1.9 CONTRACTOR'S CONDUCT: Member's contractor's, their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players Audio playing devices are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.



**STANDARD 1: GENERAL REQUIREMENTS FOR
ALTERATION STANDARDS**

ADOPTED JUNE 2018, RESOLUTION 01-18-57
REVISED [DATE], RESOLUTION 01-23-XX

- 1.1 **PERMITS AND FEES:** A Mutual consent is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual consent and City permits shall be paid by the Member and/or his or her contractor. When City permits are required, the Member and/or his or her contractor must provide a copy of the City permit number(s) prior to beginning work.
- 1.2 **MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations performed by the Member and/or his/her contractor.
- 1.3 **CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the City-adopted Building Code as per City requirements.
- 1.4 **WORK HOURS:** No work shall commence prior to 7:00 am and no work shall be permitted after 5:00 pm Monday through Friday. Work on Saturday shall be permitted from 9:00 am– 3:00 pm for work which results in construction-related noise (e.g. cutting tile, hammering, and the use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00 am – 5:00 pm. No work whatsoever shall be permitted on Sunday or the following holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November) and Christmas Day (December 25). Note that Member or his/her contractor must coordinate with the City any work that is performed outside of City working hours or on City-observed holidays.
- 1.5 **PARKING:** Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces, cul-de-sacs, or fire lanes. Parking passes must be displayed in the windshield at all times. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
- 1.6 **PLANS:** The Member applying for a Mutual Consent shall provide to the Manor Alterations Division a detailed plan(s) indicating all work to be done, i.e., size, location, description and specifications.

- 1.7** DUMPSITES: The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily. USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED. Cleaning of paint tools, buckets, or equipment is prohibited in Common Areas. Contractor's or Member's dumpsters, if required, may not be placed in cul-de-sacs or parking spaces, location must be approved by the Alteration Division.
- 1.8** CONTRACTOR: In addition to any other City requirements, all contractors performing work in the Village must be duly licensed by the State of California for the work that they are performing and be properly insured.
- 1.9** CONTRACTOR'S CONDUCT: Member's contractor's, their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Audio playing devices are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.