



**OPEN MEETING**

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

**Monday, March 26, 2018 – 9:30 a.m.  
Laguna Woods Village Community Center Sycamore Room  
24351 El Toro Road**

**NOTICE AND AGENDA**

1. Call to Order
2. Acknowledgement of Media
3. Approval of the February 26, 2018 Report
4. Approval of the Agenda
5. Chair Remarks
6. Member Comments - *(Items Not on the Agenda)*
7. Department Head Update

**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.*

**Reports:**

None

**Items for Discussion and Consideration:**

8. 5098 (Villa Paraisa, C13C\_1) - Room Addition on Private Garden and Roof over Entry and Removal of Soffits and Ceilings
9. Discuss Common Area Request by 3456-B
10. Discuss Solar Application Process
11. Review Next Steps for Standards 5a, 5b, and 5c – Satellite Dishes
12. Review Next Steps for Architectural Standard 14 – Fireplaces
13. Review Next Steps for Architectural Standard 16 – Garage Doors
14. Review Next Steps for Architectural Standard 18 – Gutters & Downspouts
15. Review Architectural Standard 26 – Skylight Installations
16. Review Architectural Standard 27 – Tubular Skylight Installations

Items for Future Agendas

Concluding Business:

17. Committee Member Comments
18. Date of Next Regular Meeting and Bus Tour – April 23, 2018
19. Adjourn

Bill Walsh, Chair  
Kurt Wiemann, Staff Officer  
Eve Morton, Alterations Coordinator: 949-268-2565



**OPEN MEETING**

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ARCHITECTURAL CONTROL AND STANDARDS COMMITTEE**

**Monday, February 26, 2018 – 9:30 a.m.  
Laguna Woods Village Community Center Sycamore Room  
24351 El Toro Road**

**REPORT**

**MEMBERS PRESENT:** Acting Chair - Steve Parsons, John Frankel, Roy Bruninghaus, Bert Moldow, Rosemarie diLorenzo and VMS Director Dennis O'Connor

**MEMBERS ABSENT:** Chair – Bill Walsh

**ADVISORS PRESENT:** Mike Butler and Bob Hatch

**STAFF PRESENT:** Kurt Wiemann, Gavin Fogg, and Eve Morton

**1. Call to Order**

Acting Chair Parsons called the meeting to order at 9:30 a.m.

**2. Acknowledgement of Media**

No media were present.

**3. Approval of January 18, 2018 Report**

Director Frankel moved to approve the Report. Director Bruninghaus seconded. The Committee approved the motion unanimously.

**4. Approval of the Agenda**

Director diLorenzo made a motion to approve the agenda. Director Frankel seconded. Acting Chair Parsons requested to add an agenda item 8a, "Discussion Items from Bill Walsh," to the agenda. The amended agenda was approved unanimously.

**5. Committee Chair Remarks**

Director Parsons reported he is acting Committee Chair for this meeting as Chair Walsh is sick.

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

Several Members commented on various topics.

## **7. Department Head Update**

Staff reported on the status of 5585-B, which has a cracked driveway.

### **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.*

None

### **Reports:**

#### **8a. Discussion items from Chair Bill Walsh**

Discussion ensued regarding the City code for egress requirements for sliding doors.

President diLorenzo asked Staff to report at the next meeting regarding seamless gutters in the Standards.

Director Bruninghaus asked for a clarification on contractor parking, discussion ensued.

President diLorenzo requested Staff report at the next meeting regarding construction dumpsters.

#### **8b. Review Staff's Recommendations for Standard 19 – Balcony Modesty Paneling**

Per Committee's request, Staff reported that on the revisions to the Balcony Railing Panel Standard.

Director Bruninghaus requested a minor revision to the Standard.

President diLorenzo requested that a notice be given to residents during the paint program advising them that only approved panels may be put back up after paint. Staff will add a copy of this notice as an attachment to the Staff report when this Standard goes to the Board.

President diLorenzo made a motion to approve Staff's recommendation. Director Bruninghaus seconded. The motion was approved unanimously.

## **9. Review Proposed Closet/Partition Walls Policy**

Director Moldow made a motion to accept Staff's recommendation. Director Bruninghaus seconded. The motion was approved unanimously.

### **Items for Discussion and Consideration:**

#### **10. 3191-D (La Reina, PL804RA) - Replace Existing Enclosed Rear Patio with Room Addition**

The Committee requested that flashing in the roof valley be added as a Condition of Approval.

Director Frankel made a motion to follow Staff's recommendation with the added condition. Director Bruninghaus seconded. The motion was approved unanimously.

**11. 3238-B (La Reina, SM903B) - Room Addition on Front Patio**

Director Moldow made a motion to follow Staff's recommendation. Director Bruninghaus seconded. The motion was approved unanimously.

**12. 5037 (Villa Reposa, C11RC) - Room Addition and Patio Cover on Rear Patio**

Director Frankel made a motion to follow Staff's recommendation with the condition that the overhang on the rear gable roof be changed from 12 inches to no more than six inches. Director Bruninghaus seconded. The motion was approved unanimously.

**13. Review Next Steps for Standards 5a, 5b, and 5c – Satellite Dishes**

The Committee requested the Staff review what the Third Board discussed regarding allocation for different items on the roof. Staff will also check Davis-Sterling on this topic and report findings at the next Committee meeting.

Director DiLorenzo requested Staff review roof mounted air conditioning.

**14. Review Architectural Standard 12 – Exterior Wall Attachments**

Staff was requested to revise the verbiage of §2.5. Director Bruninghaus made a motion to accept Staff's recommendation with the revised verbiage. Director Moldow seconded. The motion was approved unanimously.

The Committee directed staff to make a recommendation to the M&C Committee to create a policy in the paint program stating that, after paint, residents may not reinstall wall hangings which don't comply with the Standard.

**15. Review Architectural Standard 14 – Fireplaces and Discuss Next Step**

The Committee requested that this Standard be revised to state that no wood-burning or gas fireplace installations are allowed. Staff will bring the revised Standard to next Committee meeting.

**16. Review Architectural Standard 16 – Garage Doors and Discuss Next Step**

The Committee requested that §2.3 be amended and §2.4 be removed from the Standard.

President diLorenzo will confer with Counsel regarding garage door requirements. Staff was asked to bring this Standard back to a future Committee meeting.

Items for Future Agendas

None

Concluding Business:

**17. Committee Member Comments**

Director Moldow suggested that residents be given a checklist of items that could be included in their alteration contracts. Staff will provide a report on this subject for a future meeting.

Advisor Hatch suggested providing to residents how Common Area is defined.

**18. Date of Next Regular Meeting and Bus Tour – March 26, 2018**

**19. Adjournment at 12:20 p.m. There was no bus tour.**

  
\_\_\_\_\_

Acting Chair, Steve Parsons

Kurt Wiemann, Staff Officer

Eve Morton, Alterations Coordinator, 268-2565

FYI: An updated  
Staff Report to be  
provided at the  
committee meeting



## STAFF REPORT

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**DATE:** March 26, 2018  
**FOR:** Architectural Control and Standards Committee  
**SUBJECT:** Variance Request  
Mr. Ed Frazier of 5098 (Villa Paraisa, C13C\_1)  
Room Addition on Private Garden and Installing Roof over Entry

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### **RECOMMENDATION**

Staff recommends the Board approve the request for a room addition on the private garden and installing a roof over the entry of the unit with the conditions stated in Appendix A.

### **BACKGROUND**

Mr. Frazier of 5098 Avenida Del Sol, a Villa Paraisa style unit, is requesting Board approval of a variance to construct a room addition on half of the existing footprint of a private garden area. Alteration Standard #46 provides for a master bedroom extension for Villa Paraisa style Manors into the private garden areas, however due to this request being a partial enclosure it does not meet the criteria of the Standard.

Mr. Frazier is also requesting to cover the existing entry way by installing a new roof to match the existing building with a skylight. There is no Standard available for the roof extension.

The cost of the proposed alteration would be borne by the Member.

### **DISCUSSION**

The existing private garden measures 12' 6" wide by 6' deep, Mr. Frazier proposes to utilize half of the existing front private garden area to extend the master bathroom 6' to accommodate a Jacuzzi tub in the bathroom remodel. The remaining garden area will measure 6' 6" wide by 6' deep.

The room addition would be wood frame construction with drywall and exterior stucco finishes matching the existing exterior of the building and would have a new gable roof with a 4:12 pitch and materials to match the existing roof.

The new roof would follow the existing roofline and be 13' 6" at its tallest. Due to the location of the addition, the additional height of the roof would not interfere with the view for any other Manor.

The sliding glass door from the master bedroom to the private garden will be removed and the opening size reduced with wood frame construction with drywall. New French doors opening onto the remaining open garden area will be 4' wide by 6' 7" tall. A new window measuring 3' wide square will be installed on the bathroom extension looking onto the remaining open garden area.



Mr. Frazier also proposes to extend the existing roof to cover the entryway located on the side of the unit. This proposal would consist of tying in to the existing roof above the entry door and extending the roof 10' 6" over the entry. A roof tie-in form will be required as part of the conditions of approval (Appendix A). Materials to match the existing roof will be required to maintain aesthetic consistency. A skylight measuring 4' square will be installed in the center of the roof extension to allow for natural light in the covered entryway.

Detailed architectural drawings along with a City permit that would ensure Title 24 is met will be required for Mutual approval.

A City of Laguna Woods building permit final would verify compliance with all applicable building codes to include light, ventilation, and egress.

Adding a roof over the entry way of a Villa Paraisa has been previously approved for Manor 5212 in December 2017.

A Neighbor Awareness Notice was sent to affected Manors 5021, 5022, 5023, 5024, 5097 and 5099 on March 7, 2018. All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 5098.

**Prepared By:** Gavin Fogg, Alterations Inspector II

**Reviewed By:** Kurt Wiemann, Permits, Inspections & Restoration Manager  
Eve Morton, Alterations Coordinator

#### **ATTACHMENT(S)**

- Appendix A: Conditions of Approval
- Attachment 1: Site Plan
- Attachment 2: Variance Request
- Attachment 3: Photos
- Attachment 4: Map

## APPENDIX A

### CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

1. No improvement shall be installed, constructed, modified or altered at Manor **5098**, ("Property") within the Third Laguna Hills Mutual ("Mutual") unless and until a Mutual Consent for Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Manor Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member Owner or Owners ("Member Owner") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
2. A Variance for Manor Alterations has been granted at **5098** for a **Room Addition and Roof over Entry**, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
3. Prior to the issuance of a Mutual Consent for Manor Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 5098 and all future Mutual members at 5098.
5. Member Owner(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized "Recordable Common Area Agreement" for a proposed improvement that would utilize any portion of the Mutual's Common Area. Prior to the issuance of a Mutual Consent for Manor Alterations, that "Recordable Common Area Agreement" must be filed with the Orange County Clerk/Recorder.
6. A City of Laguna Woods permit is required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a Mutual Consent for Manor Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.
7. Prior to the Issuance of a Mutual Consent for Manor Alterations, **the Member Owner must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed.** The inspection will be a chargeable service to the Member Owner. Inspection appointments are to be made with Resident Services, by authorized persons only. Findings from the video inspection will be recorded on the chargeable

service ticket for Manor Alterations staff to review.

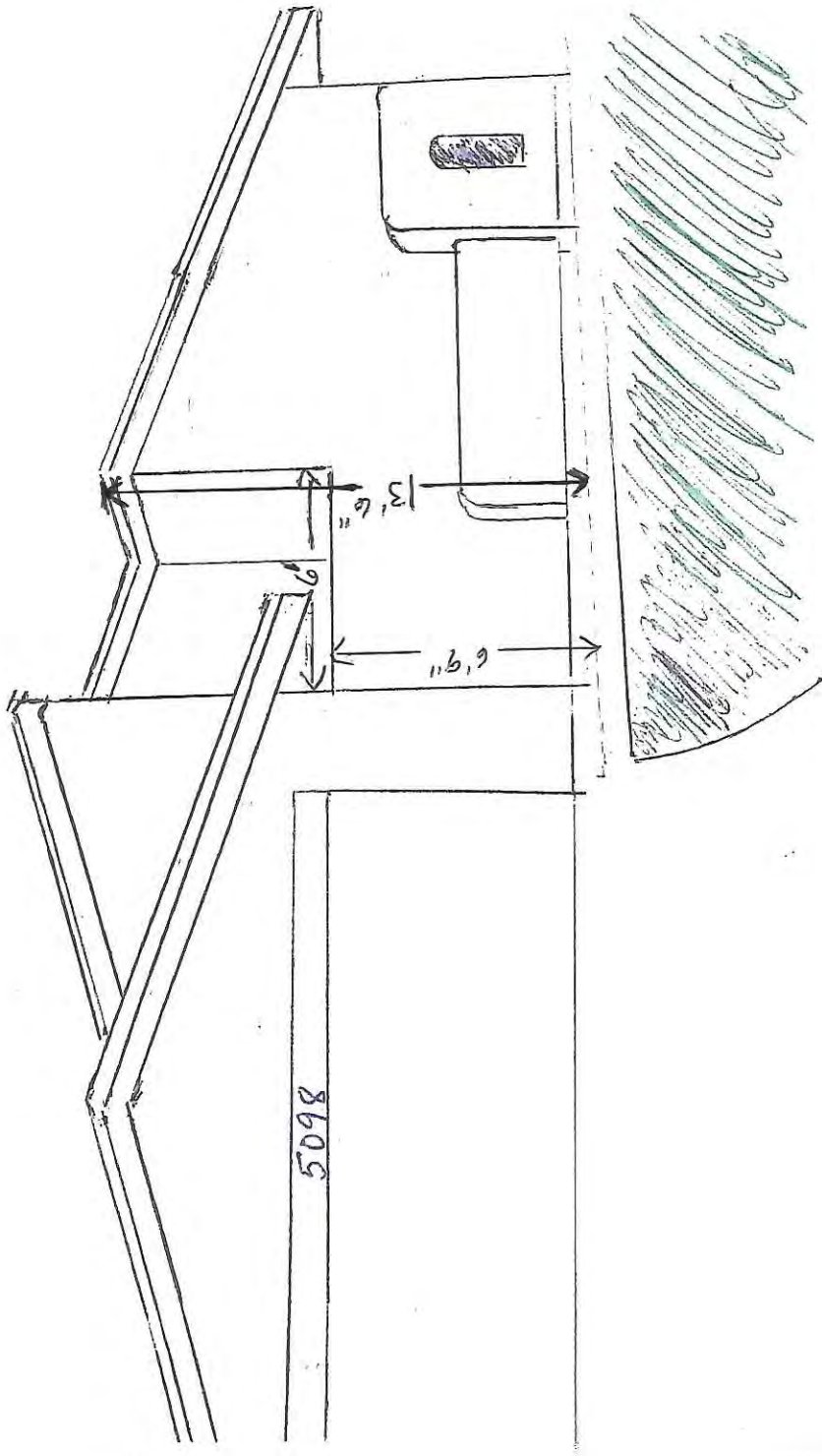
8. Prior to the issuance of a Mutual Consent for Manor Alterations, if required, a Mutual Roof Alteration Notification ("Tie-In Form") must be submitted to the Division. All roof tie-ins must be performed by a C-39 Licensed Contractor. The Member Owner may hire a C-39 Licensed Contractor of his/her own choice to perform roof tie-ins for the installation of solar panels on all roof types except PVC Cool Roofs. For PVC Cool Roofs, regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member Owner's expense. All tie-ins may only be made to sound structural elements. Existing structural elements proposed to be tied to, which exhibit signs of dry rot or other structural defects, must first be replaced or repaired at the Member Owner's expense during construction of the improvement.
9. Prior to the issuance of a Mutual Consent for Manor Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "Third Laguna Hill Mutual Color Selections" at Resident Services, located at the Community Center first floor.
10. Member Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, and use of Mutual property for storage of equipment or materials without prior approval. Member Owner acknowledges and agrees that all such persons are his/her invitees. Member Owner shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations.
11. Member Owner hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
12. Member Owner shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment, traffic or other charge levied in connection therewith.
13. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com/residents/resident-services> and click on documents and Business Pass Application Instructions) in place to admit contractors and other invitees.
14. Member Owner's contractors and other invitees shall have business signage on vehicles and travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
15. Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.

16. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. The Conformance Deposit will be held until Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
17. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member Owner or the Property, to cover and/or recoup any costs whatsoever, including, but not be limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member Owner; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member Owner's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.
18. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Member Owner agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.
19. Any remaining Conformance Deposit is refundable if the Member Owner notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member Owner's address of record with the Mutual. Under no circumstances shall Member Owner be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member Owner within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.
20. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.
21. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
22. During construction, both the Mutual Consent for Manor Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
23. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
24. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. Any dumpster must be covered and locked at the end of each day.

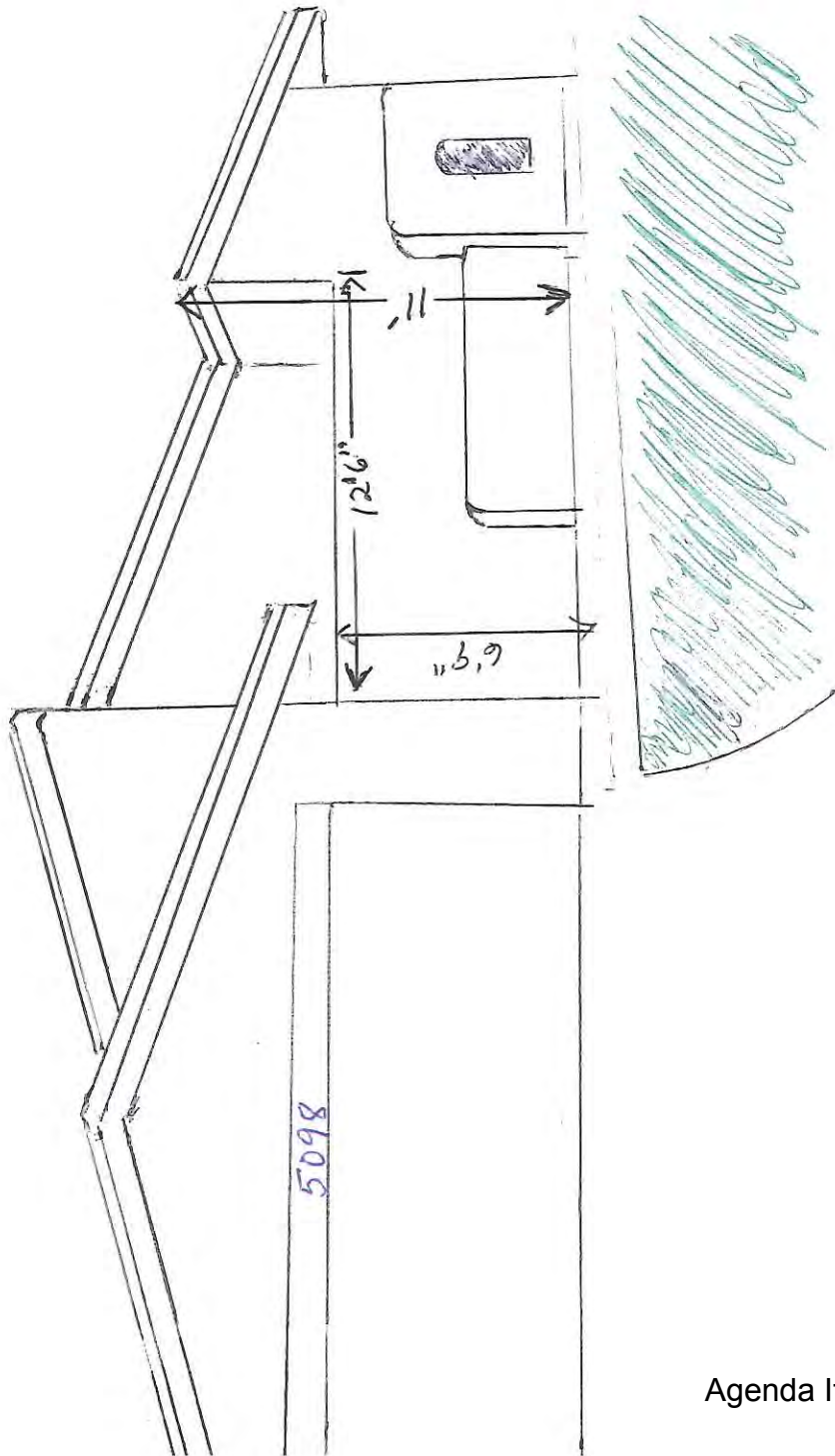
Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.

25. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
26. The Mutual Consent for Manor Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
27. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Owner Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
28. Mutual member shall indemnify, defend and hold harmless Third and its officers, directors, committee members and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual member's improvements and installation, construction, design and maintenance of same.

Proposed Front View

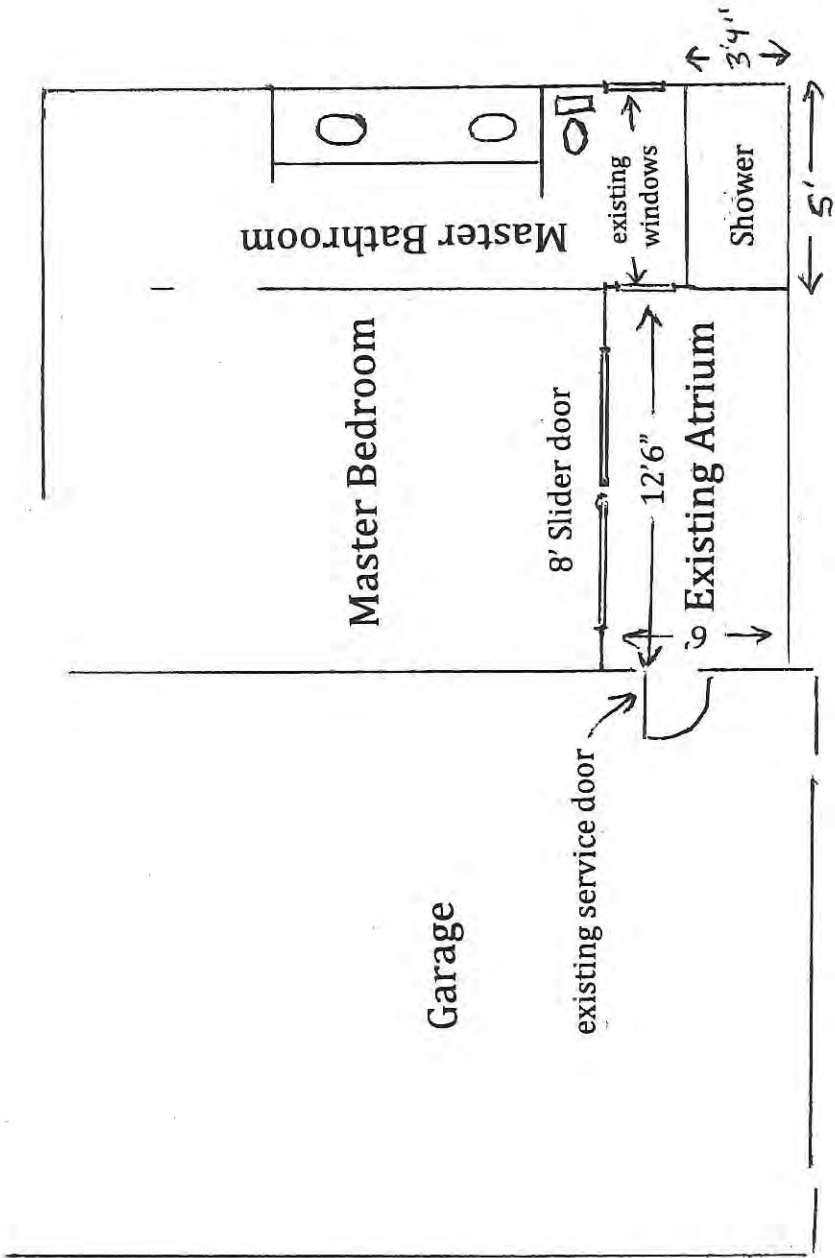


Existing Front View

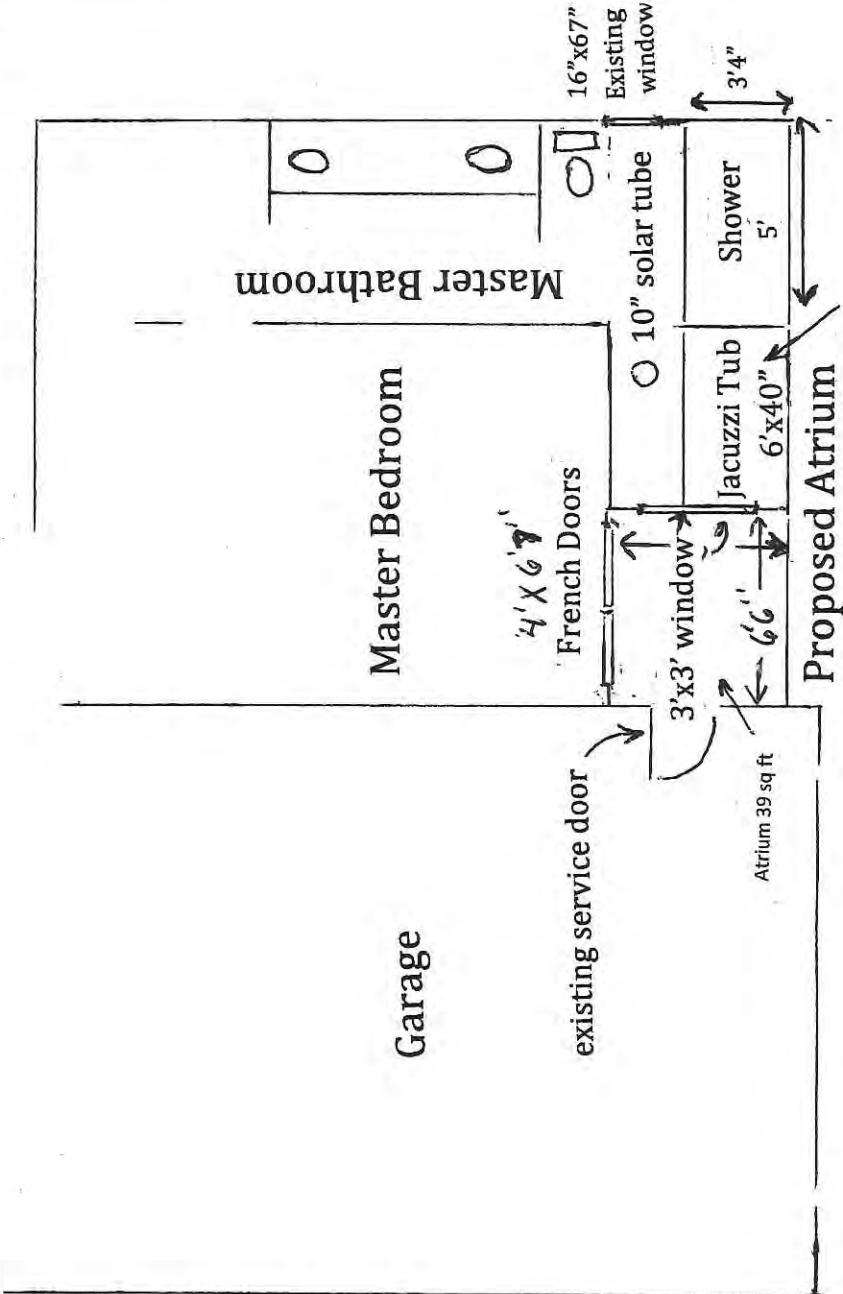


Window & Door Schedule for 5098

LN	STYLE	QTY	WIDTH	HEIGHT	TYPE	GLASS	FRAME
1	XO	1	36	36	TEMPERED	LOW-E3/CLEAR	WH VINYL
2	2 FRENCH DOORS	1	24	79	TEMPERED	LOW-E3/CLEAR	WH VINYL
3							
4							
5							
6							
7							
8							
9							

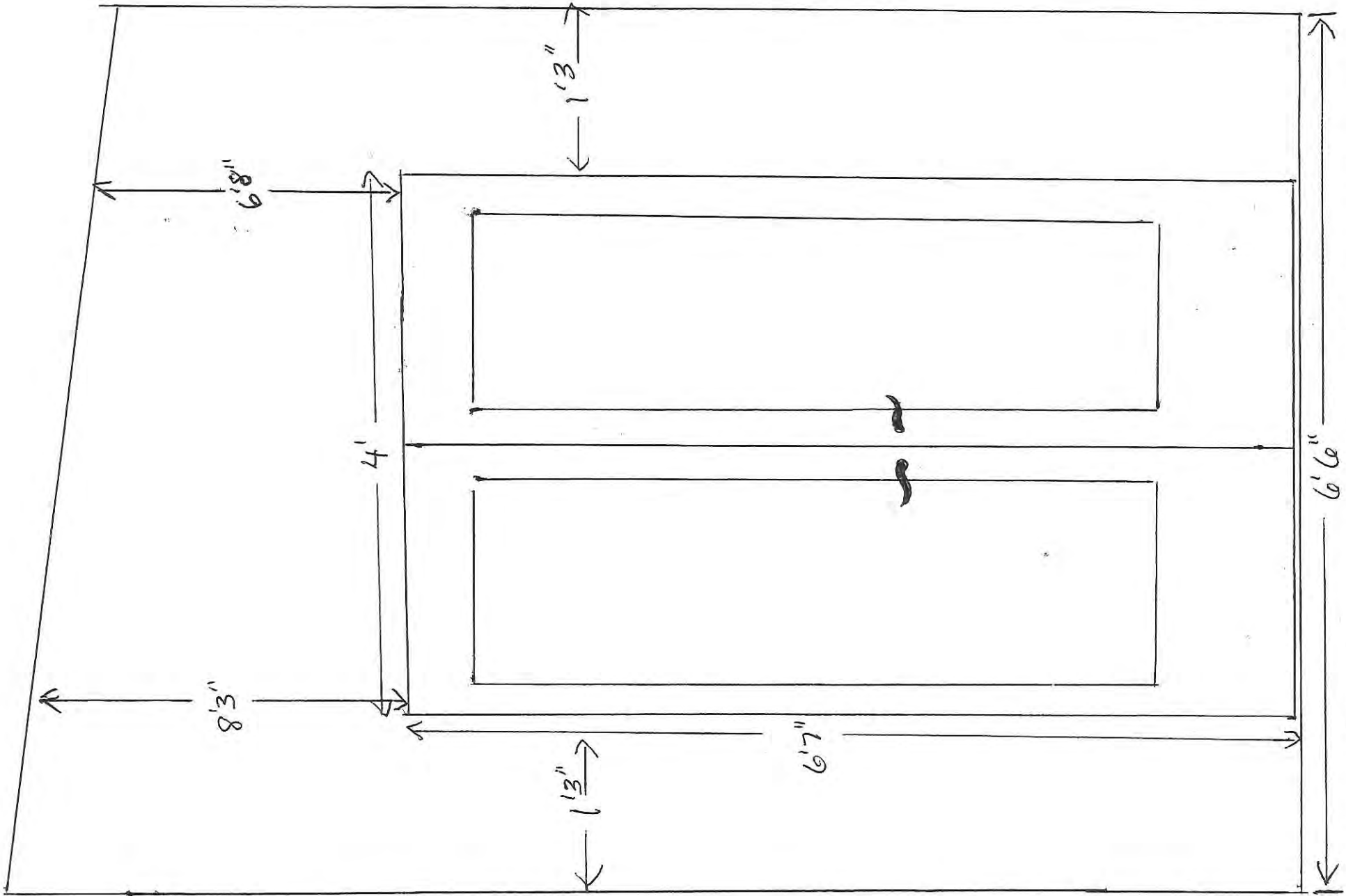


Existing Floor Plan 5098



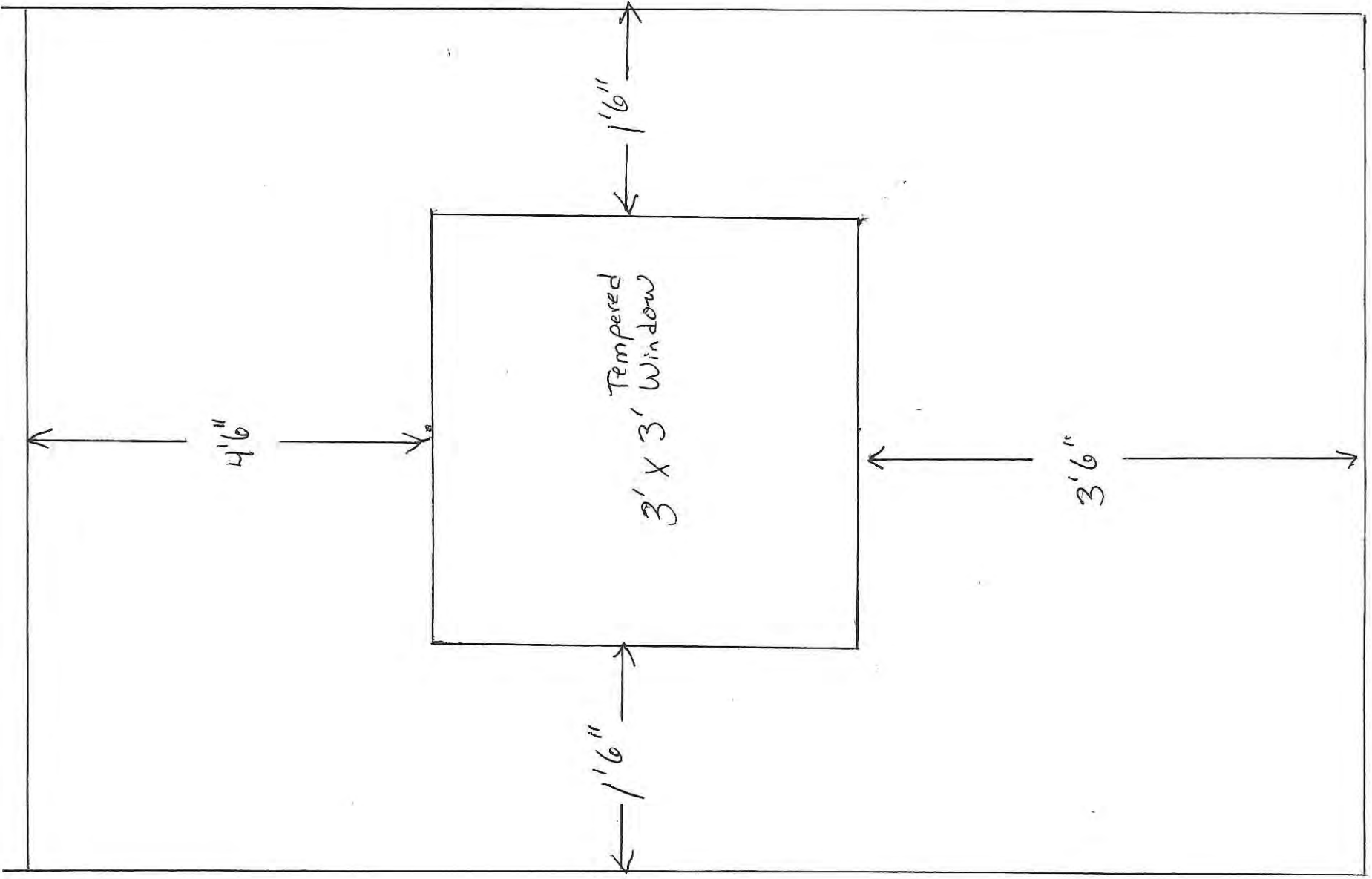
Proposed Floor Plan 5098





Elevation for French doors from M. Bedroom to Atrium

5098 Avenida Del Sol

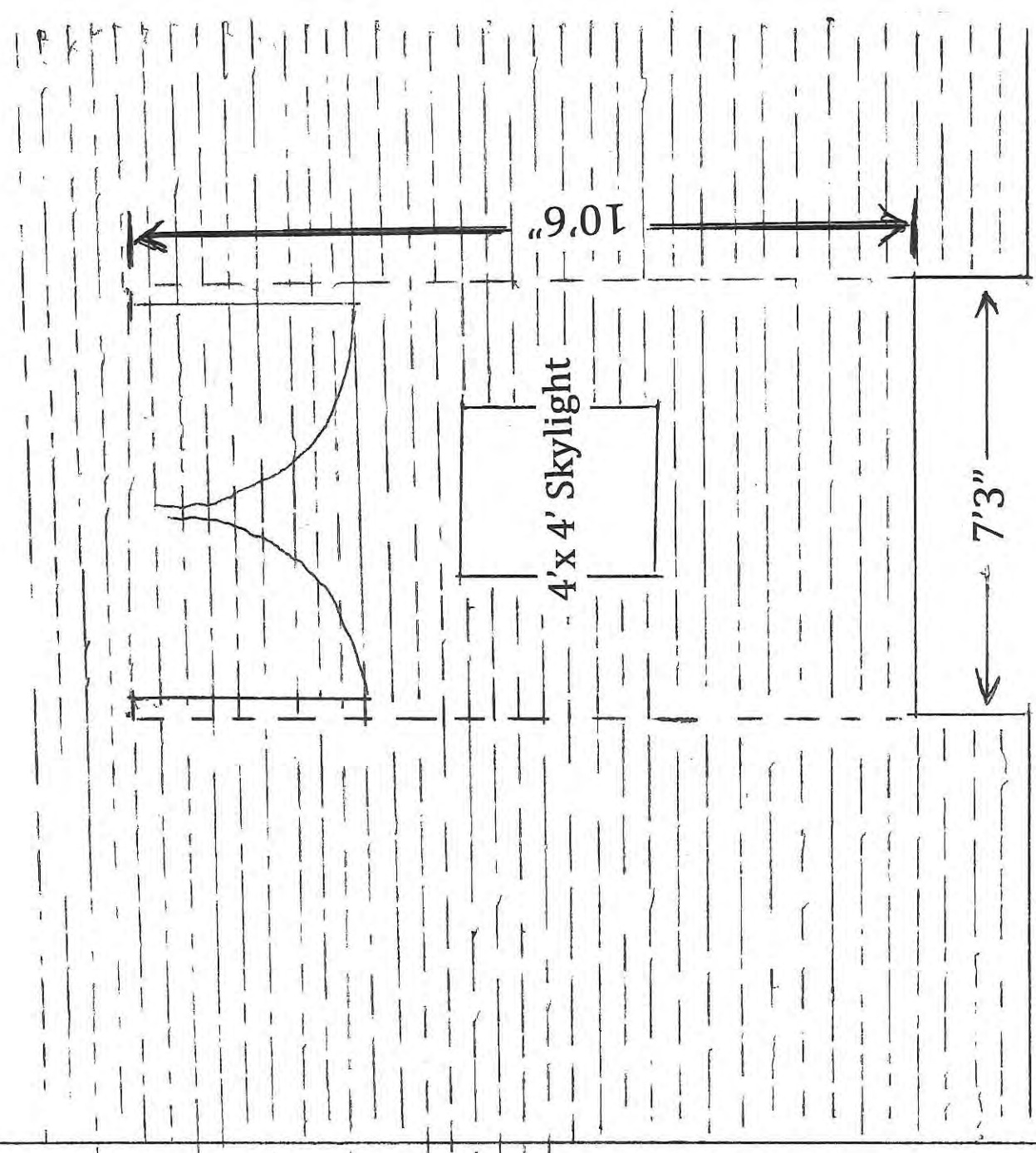


Elevation for window from Atrium to M Bath

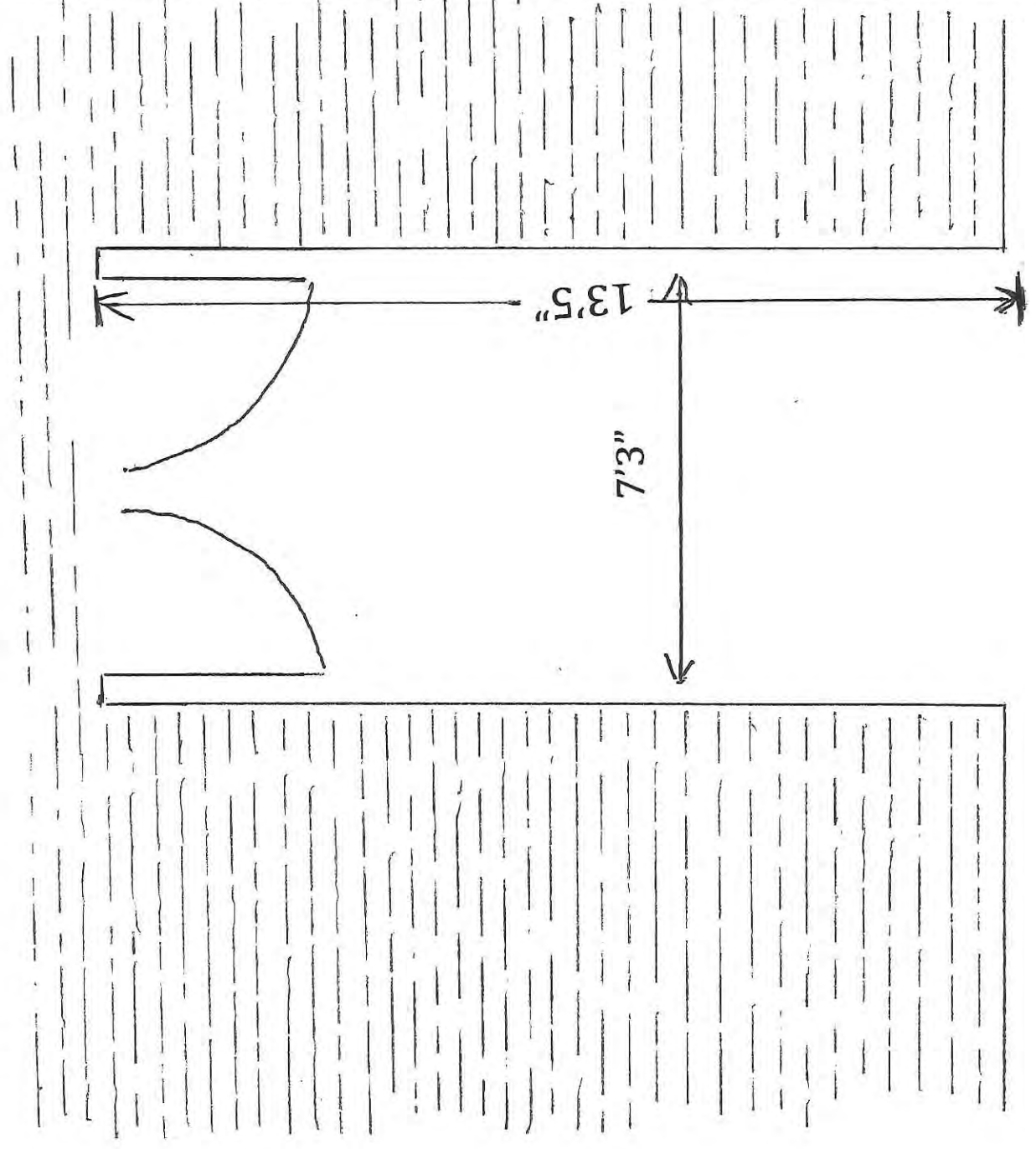
5098 Avenida Del Sol



Proposed Top View of Roof



Existing Top View of Roof





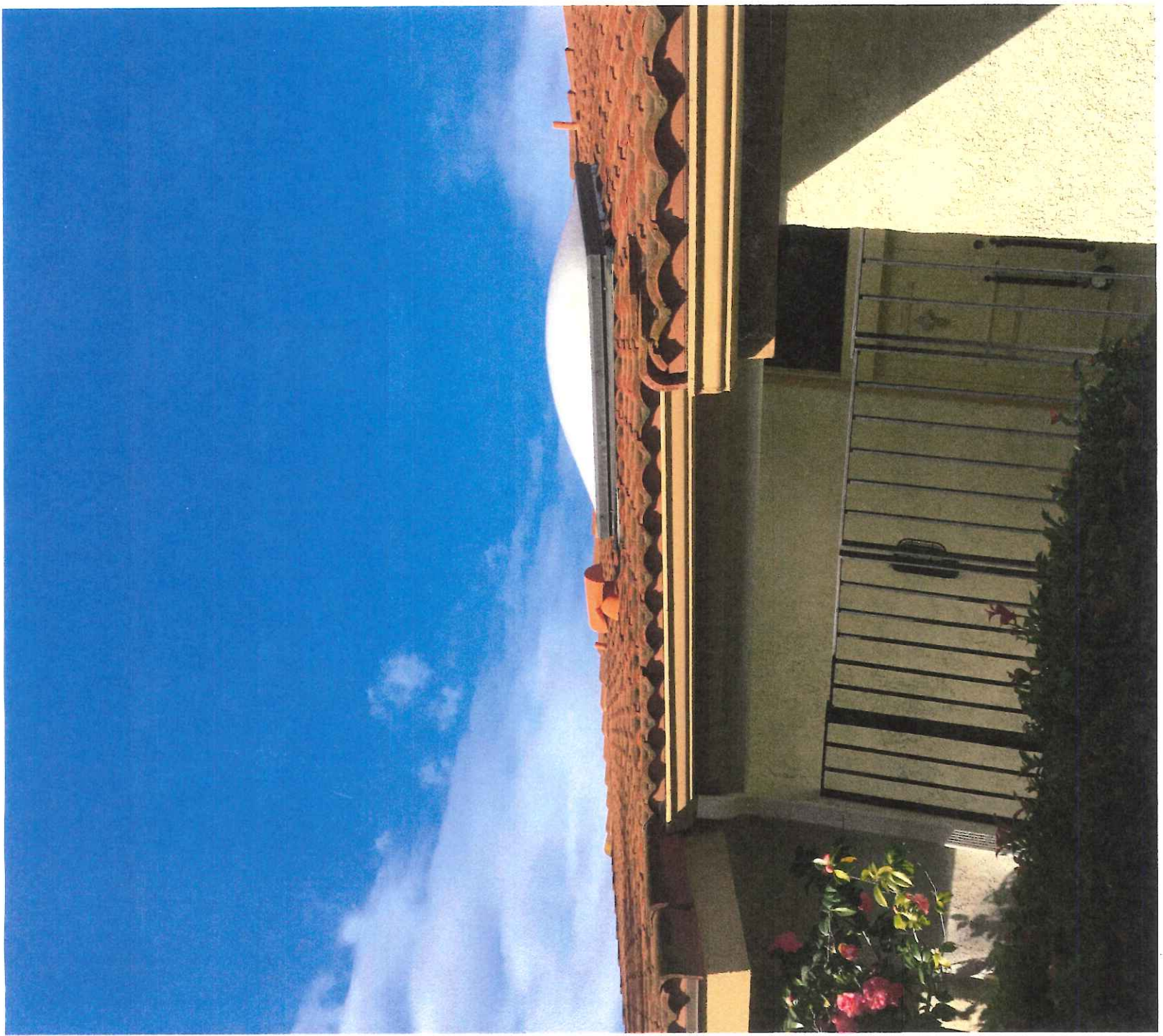
Existing Entry for 5098

Attachment 2.5 (B)



Proposed Entry for 5098

Attachment 2.5B







Laguna Woods Village

**Attachment: 2**MANOR # 5098☐ ULWM☒ TLHM

## Variance Request Form

SA 21231375

Model: <u>Villa Paraisa</u>	Plan: <u>C13C-1</u>	Date: <u>2/21/18</u>
Member Name: <u>Ed Frazier</u>	Signature: <u>Edward Frazier</u>	
Phone: [REDACTED]	E-mail: [REDACTED]	
Contractor Name/Co: <u>West Coast Remodel Inc.</u>	Phone: [REDACTED]	[REDACTED]
Mailing Address (to be used for official correspondence): [REDACTED]		

## Description of Proposed Variance Request ONLY:

- Convert half of the atrium to addition to the master bathroom for a jacuzzi tub including a 10" solar tube and a 3'x3' operable window.
- Extend roof over open front entry area to protect front entry from rain and direct sunlight. Add a 4'x4' Skylight in the center of the entry roof.

## Dimensions of Proposed Variance Alterations ONLY:

- Atrium - 6'6" x 6' 39 sq ft. 4'x6'7" French Doors  
Addition - 6'x6' 36 sq ft window 3'x3'
- Added roof - 7'3" x 10'6" Skylight - 4'x4'



## FOR OFFICE USE ONLY

RECEIVED BY: Abraham B DATE RECEIVED: 2-23-18 Check# 7686 BY: West Coast Remodel

<b>Alteration Variance Request</b>	<b>Complete Submittal Cut Off Date:</b> <u>2-23-18</u>
<b>Check Items Received:</b> <input checked="" type="checkbox"/> Drawing of Existing Floor Plan <input checked="" type="checkbox"/> Drawing of Proposed Variance <input checked="" type="checkbox"/> Dimensions of Proposed Variance <input checked="" type="checkbox"/> Before and After Pictures <input type="checkbox"/> Other: _____	<b>Meetings Scheduled:</b> Third AC&S Committee (TACSC): <u>3-26-18</u> United M&C Committee: _____ Board Meeting: <u>4-17-18</u> <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other _____

Agenda Item #8 Page 13 of 17



Attachment: 3



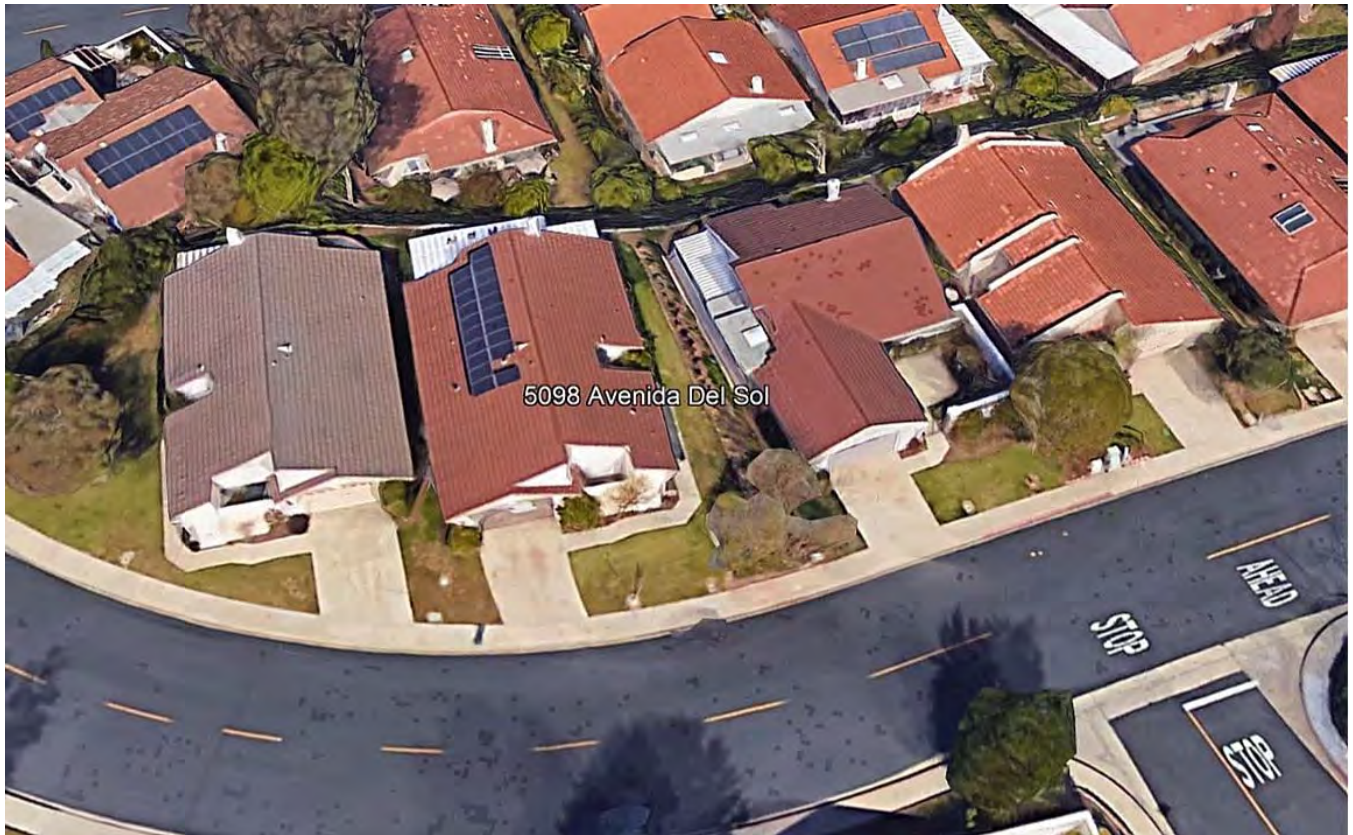








## Attachment: 4



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Third Laguna Hills Mutual  
c/o VMS, Inc.  
24351 El Toro Road  
Laguna Woods, California 92637

Attn: Pamela Bashline  
Community Services Manager

A.P. N. \_\_\_\_ - \_\_\_\_ - \_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT REGARDING SOLAR PANEL INSTALLATION ON COMMON AREA PROPERTY**

This Agreement Regarding Solar Panel Installation on Common Area Property ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between \_\_\_\_\_ ("Member(s)") and Third Laguna Hills Mutual, a California nonprofit mutual benefit corporation ("Mutual") with reference to the following facts and circumstances.

**WHEREAS**, Member has requested and Mutual has approved Member's request to install a solar panel assembly, including any hardware connecting to or penetrating the roof and including all portions outside the separate interest of the member (the "Solar Panel") that will be located, in whole or in part, on common area property in the Mutual. The Member's separate interest property at the Mutual (a legal description of which is attached hereto as Exhibit "A" and incorporated herein by this reference), is commonly known as **(address)**, Laguna Woods, California 92637.

**WHEREAS**, Member and Mutual wish to provide through this Agreement for Member's express acknowledgment that the common area of the Mutual on which Member will install the Solar Panel shall nevertheless retain and always shall retain its common area character, and shall not in any fashion be construed to create additional area as Member's separate interest property, and further for Member's agreement to remove, alter or cover the Solar Panel, at Member's expense, and the indemnification of the Mutual and related entities for any and all costs or expenses arising or incurred in any manner related to the installation, operation, maintenance and removal of such Solar Panel.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Common Area Status of Property.** Notwithstanding that Member has been given approval by the Mutual to install the Solar Panel (or is hereby obtaining retroactive approval for a previous installation), Member hereby expressly acknowledges and agrees that such Solar Panel is being installed on, over or across certain specified common area of the Mutual, for which title is and shall continue to be held by all Mutual Members as tenants in common, and further that this Agreement does not create any separate ownership rights over said common area.

2. **Removal, alteration or covering of Solar Panel.** Member expressly acknowledges and agrees that the Solar Panel shall be removed at Member's sole cost within thirty (30) days after a written request delivered to Member at the Mutual's sole discretion if at any time the Mutual finds it necessary or appropriate to have such Solar Panel removed, altered or covered in the course of the Mutual's maintenance or repairs of common area, and further that Member shall at Member's sole cost also return the common area on or around which the Solar Panel was installed to its original condition, or reinstall the alteration with the approval of the Mutual. If, after written demand to remove, alter or cover the Solar Panel, Member has not done so by the date demanded, the Mutual may remove, alter or cover the Solar Panel at Member's cost, and restore the common area at Member's cost, and will charge Member as a Chargeable Service for the cost thereof.



3. **Maintenance.** The Member shall be responsible for the installation, use, maintenance, repair and removal of the Solar Panel at Member's sole cost and expense in a manner consistent with the Mutual's standards, as reasonably determined by the Mutual.

4. **Covenant running with the land.** This Agreement binds all current owners of Member's Manor, as well as all future owners.

5. **Damage.** In the event any damage occurs to common area, to any Manor or to any personal property which arises out of or relates to the Solar Panel, Member shall pay for the repair of such damage, regardless of whether Member is negligent. If the Member fails to pay for the repairs, the Mutual may secure the obligation by recording a lien against the Manor. Member releases any claim against the Mutual or the below-identified "Indemnified Parties" from any claim for damage to Member's personal property or to interior décor or fixtures in Member's manor arising out of the Solar Panel, and accepts sole responsibility for any such damage.

6. **Indemnification.** The Member agrees to indemnify and hold harmless the Mutual, Golden Rain Foundation of Laguna Woods and VMS, Inc., and their respective officers, directors, employees and agents, and each of them (collectively, the "Indemnified Parties"), from and against any and all claims, damages, liabilities or expenses (including, without limitation, settlement costs and legal or other expenses for investigating or defending any action or threatened action) based on, or arising out of the installation, maintenance, repair, existence, leasing or use of the Solar Panel (and including damage of any kind or in any location, whether to any adjacent or other area, that is caused by the Member's Solar Panel), whether caused by the Member directly, and/or by the Member's contractors, sub-contractors, guests, lessees or related parties. The Indemnified Parties shall have the right to employ their own counsel in any such case, and the fees and expenses of such counsel shall be borne by the Member.

7. **Insurance.** Member shall purchase and at all times keep in effect general liability insurance with coverage limits of not less than one million dollars (\$1,000,000.00) per occurrence applicable to any and all liability of Member related to or arising from Member's installation, use, maintenance, repair or removal of the Solar Panel. Member's insurance shall be primary to any policy issued to the Mutual and shall not require contribution from any policy held by the Mutual or its managing agent. The Mutual shall be given thirty (30) days written notice of any cancellation, termination and/or non-renewal of Member's insurance policy. Member shall provide the Mutual with proof of the required insurance before work begins on the construction or installation of the Solar Panel, and thereafter upon request by the Mutual.

8. **Miscellaneous.** This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the internal laws of the State of California. In the event of any controversy or dispute arising out of this Agreement, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties, reasonable expenses, including, without limitation, attorneys' fees and costs actually incurred. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof. This Agreement shall be binding upon the heirs, administrators, executors, successors and assigns of each of the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, this Agreement has been executed as of the date first written above.

**THIRD LAGUNA HILLS MUTUAL**

**MEMBER**

**MEMBER**

By:\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Rosemarie diLorenzo

Typed Name      President

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

Phone Number\_\_\_\_\_

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

# Third Laguna Hills Mutual

## Section 41 - Solar Panels, 1 Story Buildings

ADOPTED JANUARY 2008, RESOLUTION 03-08-09  
GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49  
REVISED OCTOBER 2014, RESOLUTION 03-14-107  
REVISED JANUARY 2016, RESOLUTION 03-16-08

### 1.0 GENERAL REQUIREMENTS

- 1.1 **PERMITS AND FEES:** A Mutual Consent for Manor Alteration(s) is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual Consents and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Manor Alterations Department with City permit number(s) prior to beginning work.
- 1.2 **MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.
- 1.3 **CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC), and all state, county and local building and safety regulations, statutes and ordinances.
- 1.4 **WORK HOURS:** No work shall commence prior to 7:00a.m. and no work shall be permitted after 6:00p.m. Monday through Friday. Work on Saturday shall be permitted from 9:00a.m. – 2:00p.m. for work which results in construction-related noise (e.g. cutting tile, hammering, use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00a.m. – 6:00p.m. No work whatsoever shall be permitted on Sunday.
- 1.5 **PLANS:** The Member applying for a permit 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 is responsible for removal of debris and excess material and must leave work areas "**BROOM**

**CLEAN" daily. USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.**

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

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

## **2.0 APPLICATIONS**

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

required to ensure the solar panel system does not compromise the existing roof structure and that the roof is adequate to accept attachments and to support all applied loadings, per the California Building Code and any other applicable laws or ordinances.

- 2.8.** The mounting system must have a current Engineering Certification that certifies the system will be structurally adequate and satisfy building codes when installed per the instructions.
- 2.9.** Flat roof mounting shall be set with the highest point flush with the top of the parapet wall so as to be hidden from the ground or surrounding properties.
- 2.10.** Flat roof mounting must leave a minimum of two feet between the panels and the parapet to permit access.
- 2.11.** Water and electric lines must be set on blocking above the surface to facilitate re-roofing.
- 2.12.** Detailed plans of the installation of roof jacks should be submitted to the Permits and Inspections office for approval.
- 2.13.** Lag screws must have adequate pullout strength and shear capacities.
- 2.14.** Regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member's expense.
- 2.15.** Connections to the manor's electrical system must be coordinated with the local electric utility.
- 2.16.** Solar Electric Panels, and their associated electrical components, must be UL approved, or comply with equivalent international standards.
- 2.17.** A solar panel system may only serve a single manor.
- 2.18.** Leasing of Solar Panels is permitted only under the following conditions:
  - a. Only pre-paid leases are permitted, and Member must provide the Mutual a copy of the pre-paid lease contract together with proof of payment before any work on the construction or installation of the solar panel system begins; and
  - b. The pre-paid lease contract must be assignable by the Member.

### **3.0 OBLIGATIONS**

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

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

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

# Third Laguna Hills Mutual

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

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

### 1.0 **GENERAL REQUIREMENTS**

- 1.1 **PERMITS AND FEES:** A Mutual Consent for Manor Alteration(s) is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual Consents and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Manor Alterations Department with City permit number(s) prior to beginning work.
- 1.2 **MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.
- 1.3 **CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC), and all state, county and local building and safety regulations, statutes and ordinances.
- 1.4 **WORK HOURS:** No work shall commence prior to 7:00a.m. and no work shall be permitted after 6:00p.m. Monday through Friday. Work on Saturday shall be permitted from 9:00a.m – 2:00p.m. for work which results in construction-related noise (e.g. cutting tile, hammering, and use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00a.m. – 6:00p.m. No work whatsoever shall be permitted on Sunday.
- 1.5 **PLANS:** The Member applying for a Consent shall provide to the Manor Alterations Department a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 **DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor are responsible for removal of



debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.**

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

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

## 2.0 **APPLICATIONS**

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

required to ensure the solar panel system does not compromise the existing roof structure and that the roof is adequate to accept attachments and to support all applied loadings, per the California Building Code and any other applicable laws or ordinances.

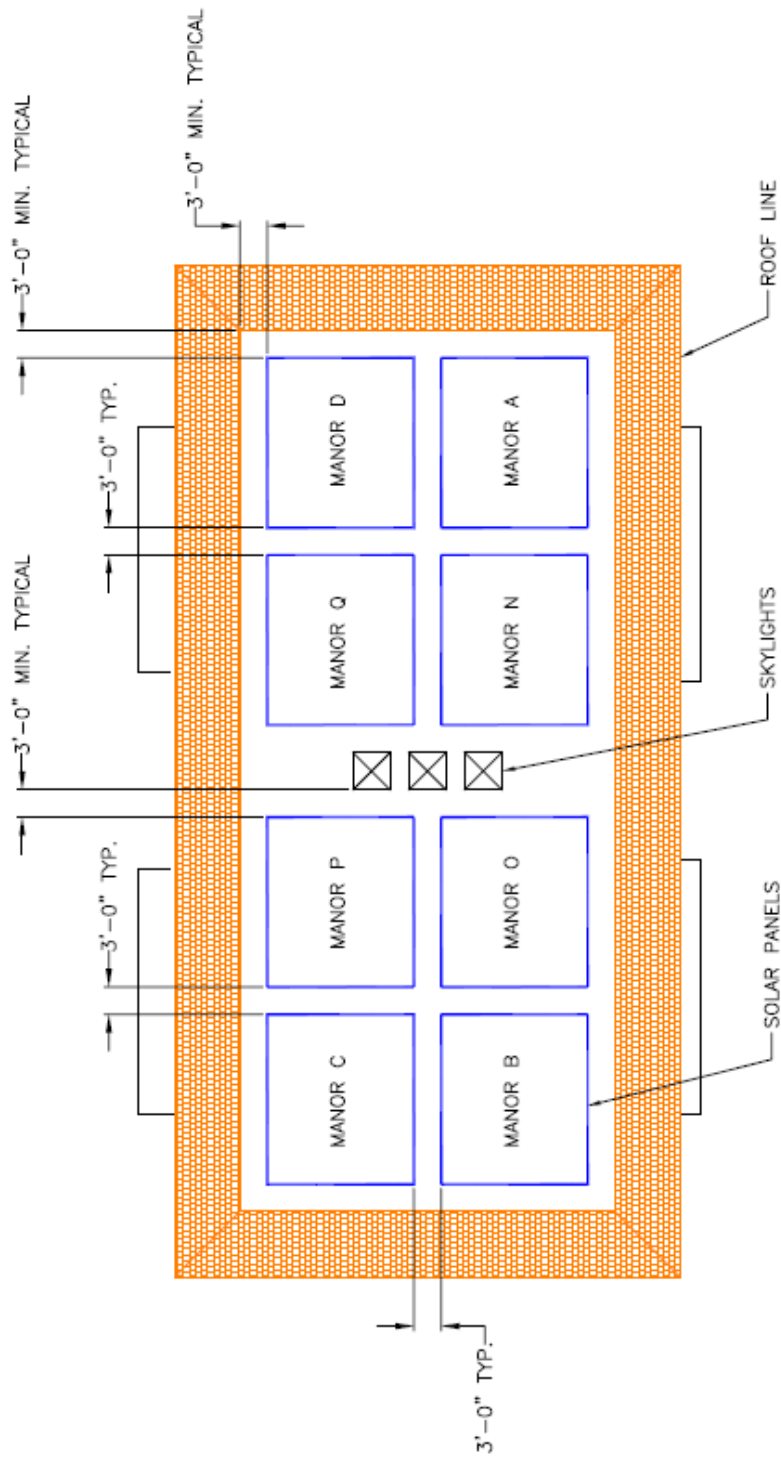
- 2.9** The mounting system must have a current Engineering Certification that certifies the system will be structurally adequate and satisfy building codes when installed per the instructions.
- 2.10** The solar panel array must be located a minimum of 3 feet from the edge of the roof; and a minimum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

**2.19** Panels for water solar heating systems are not permitted.

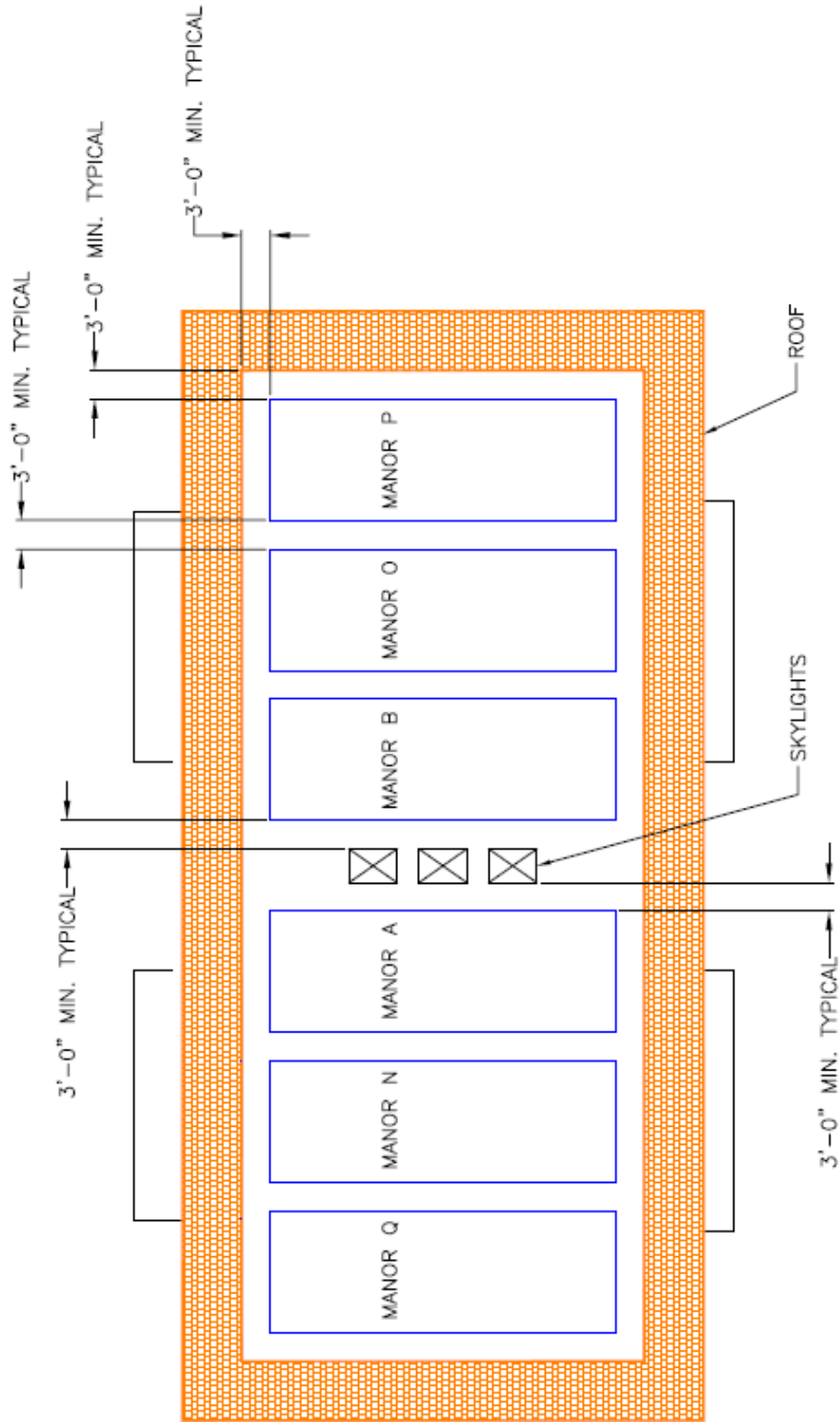
### **3.0 OBLIGATIONS**

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

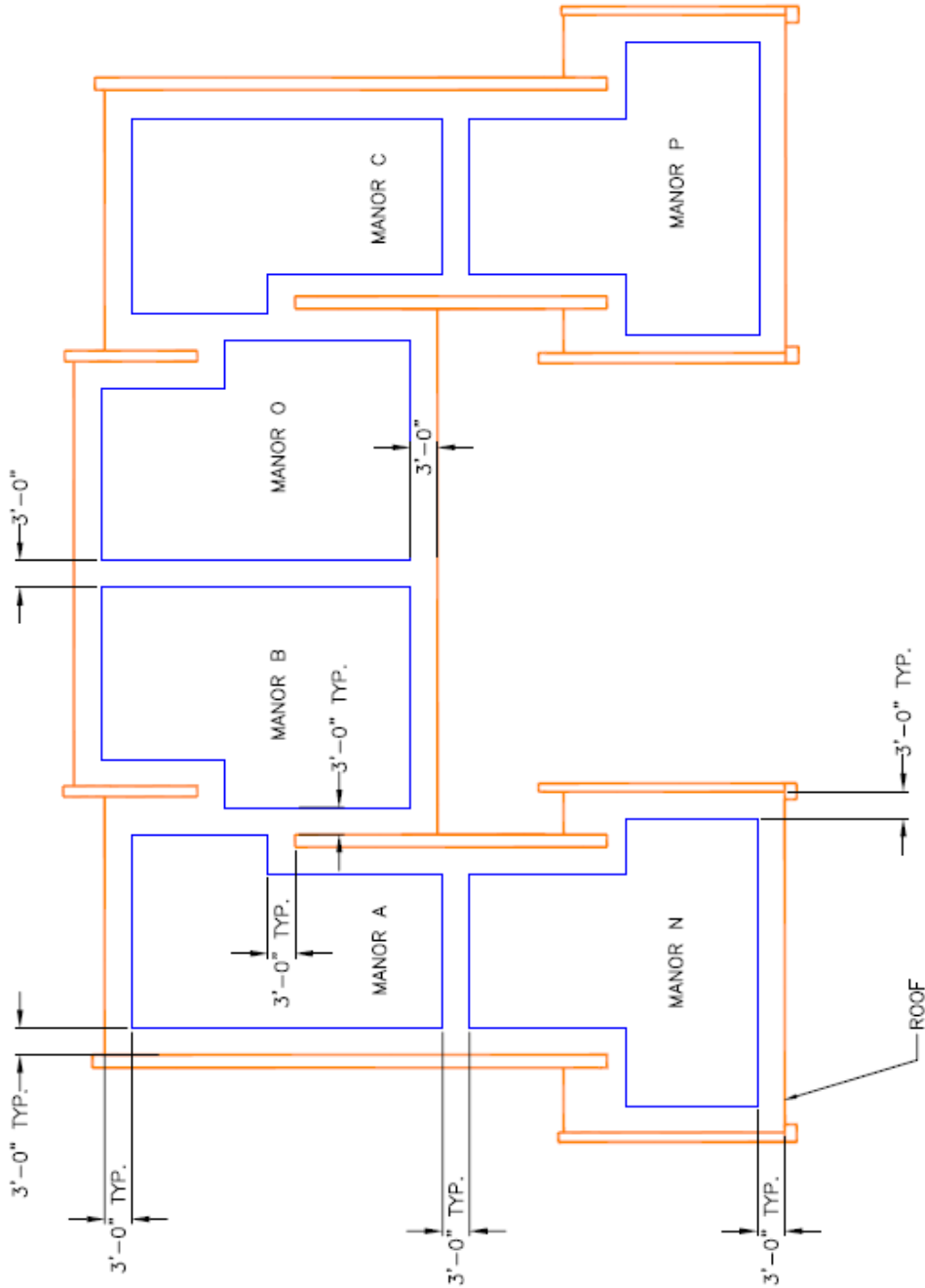
- 3.8** If Member discontinues use of the solar panels, Member will remove panels, all associated parts, connections and wiring associated with the solar panels after giving notice to the Mutual through the Permit and Inspections office.
- 3.9** Regardless of the roof type, the restoration of the roof must be performed by the Mutual's roofing contractor at the Member's expense.
- 3.10** Member must present to the Mutual a vendor/installer agreement that requires vendor to hold harmless and indemnify the Mutual for any and all claims, damages, costs and expenses, including attorney fees related to or arising from the installation, use, maintenance, repair or removal of the solar panel system.



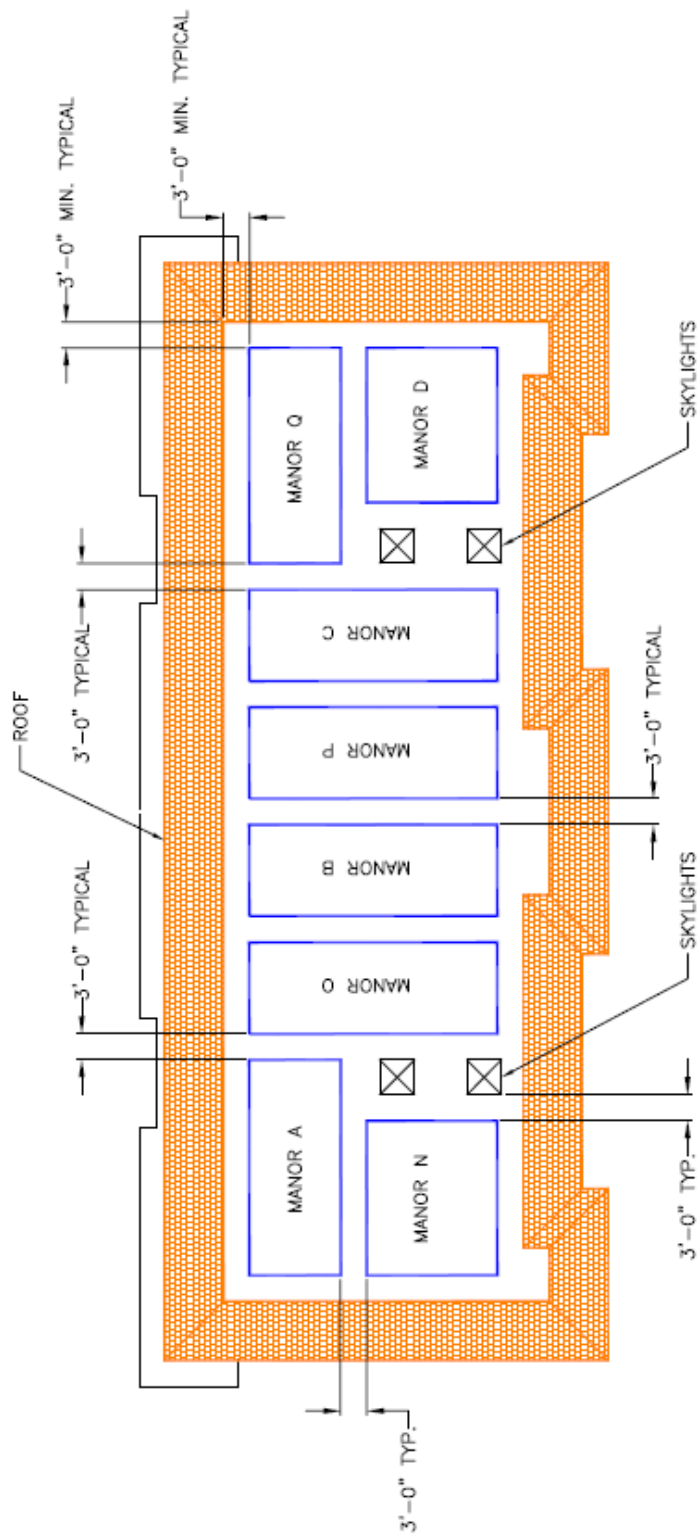
SOLAR PANEL ROOF DIVISIONS  
CASA CONTENTA (KK08)  
8 UNIT BUILDING



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

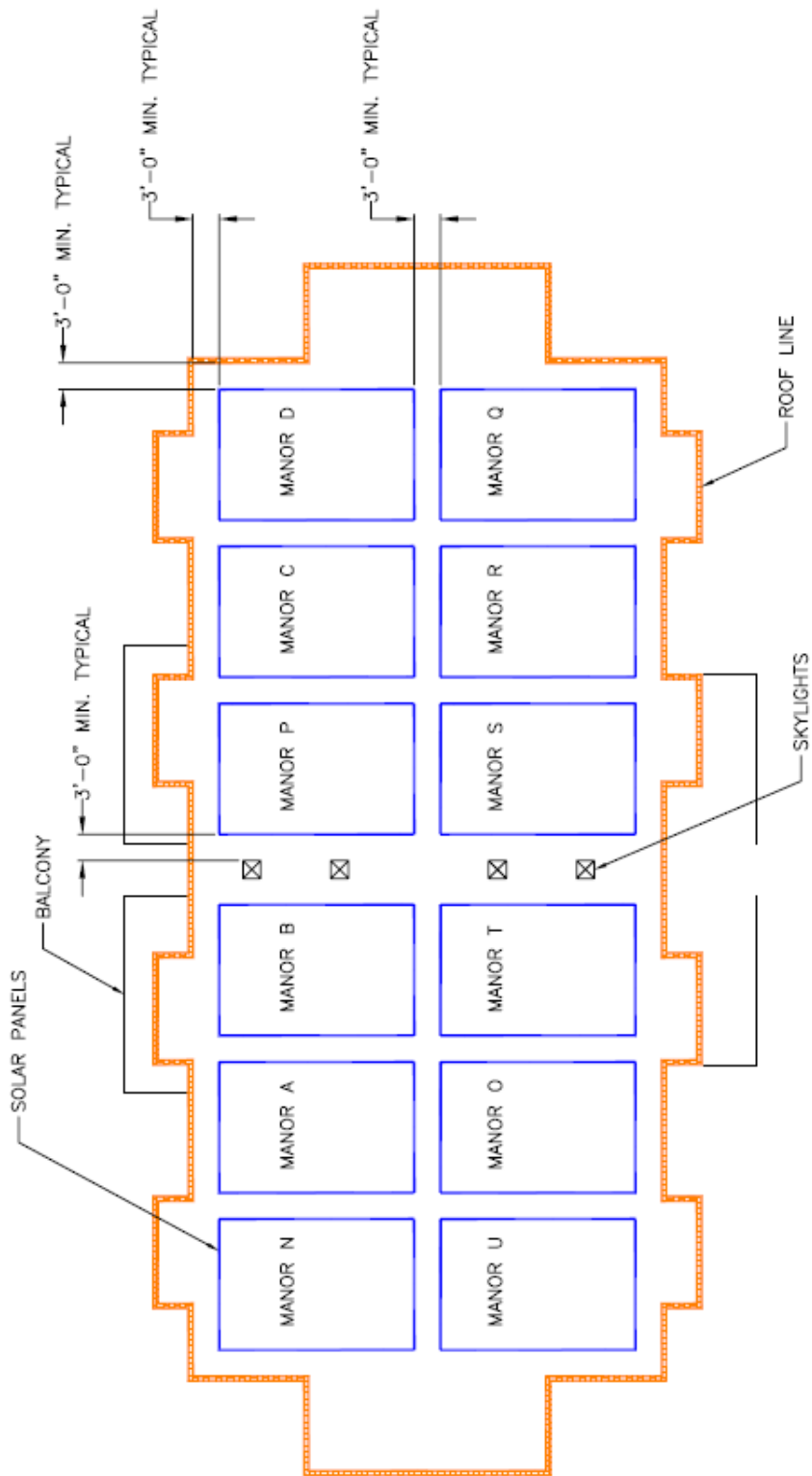


SOLAR PANEL ROOF DIVISIONS - THIRD  
 CASA MILANO/CATALINA/LA QUINTA/VILLA LUGANO  
 (LHX06) (LH06)  
 6 UNIT BUILDING



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





SOLAR PANEL ROOF DIVISIONS  
MONTEREY/CORONADO (PQ-12)  
 12 UNIT BUILDING

EXHIBIT "A"

LEGAL DESCRIPTION OF MEMBER'S SEPARATE INTEREST PROPERTY  
[This is usually found with your deed]

[SEE ATTACHED]

## Davis-Stirling Re: Satellite Dishes

### Summary<sup>1</sup>

**Reasonable Restrictions:** Associations may always adopt and enforce rules to require owners to provide for repair and maintenance of roofs, exterior walls, or similar components due to installing an antenna or dish, and also to require indemnification against any loss or damage arising from the installation. Associations can always require prior notice, but prior approval through the architectural process is only allowed for installations that are not within exclusive use areas, and even then, the process must move quickly to avoid unreasonable delays.

**Safety:** Associations may adopt clearly-defined, safety restrictions, even if they impair installation, maintenance or use, provided they are necessary to protect public safety and are no more burdensome than necessary to ensure safety.

**Camouflage:** Associations can require owners to camouflage their antennas so they blend into the background, provided it does not interfere with reception or impose unreasonable costs. This includes painting the antennas and screening or landscaping around antennas.

**Number of Antennas:** Associations cannot restrict multiple antennas if more than one is necessary to receive the desired service.

**Other Antennas:** Associations can prohibit other kinds of antennas that are not designed to receive television signals such as radio antennas, citizen band towers and/or parabolic dishes that receive or transmit signals other than television signals.

**Central Antenna:** Under some circumstances where a central or common antenna is available, an association may restrict the installation of individual antennas.

### Davis-Sterling

#### Civil Code §4725: TV Antennas and Satellite Dishes.

[Old: Civ. Code §1376]

(a) Any covenant, condition, or restriction contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of, or any interest in, a common interest development that effectively prohibits or restricts the installation or use of a video or television antenna, including a satellite dish, or that effectively prohibits or restricts the attachment of that antenna to a structure within that development where the antenna is not visible from any street or common area, except as otherwise prohibited or restricted by law, is void and unenforceable as to its application to the installation or use of a video or television antenna that has a diameter or diagonal measurement of 36

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<sup>1</sup> <https://www.davis-stirling.com/HOME/Satellite-Dish>

inches or less.

(b) This section shall not apply to any covenant, condition, or restriction, as described in subdivision (a), that imposes reasonable restrictions on the installation or use of a video or television antenna, including a satellite dish that has a diameter or diagonal measurement of 36 inches or less. For purposes of this section, "reasonable restrictions" means those restrictions that do not significantly increase the cost of the video or television antenna system, including all related equipment, or significantly decrease its efficiency or performance and include all of the following:

- (1) Requirements for application and notice to the association prior to the installation.
- (2) Requirement of a member to obtain the approval of the association for the installation of a video or television antenna that has a diameter or diagonal measurement of 36 inches or less on a separate interest owned by another.
- (3) Provision for the maintenance, repair, or replacement of roofs or other building components.
- (4) Requirements for installers of a video or television antenna to indemnify or reimburse the association or its members for loss or damage caused by the installation, maintenance, or use of a video or television antenna that has a diameter or diagonal measurement of 36 inches or less.

(c) Whenever approval is required for the installation or use of a video or television antenna, including a satellite dish, the application for approval shall be processed by the appropriate approving entity for the common interest development in the same manner as an application for approval of an architectural modification to the property, and the issuance of a decision on the application shall not be willfully delayed.

(d) In any action to enforce compliance with this section, the prevailing party shall be awarded reasonable attorney's fees.



## **~~Third Laguna Hills Mutual~~**

### **~~Section STANDARD 5A:-~~ Satellite Dishes: 1 Story Buildings**

ADOPTED NOVEMBER 2006, RESOLUTION 03-06-57  
REVISED APRIL 2007, RESOLUTION 03-07-31  
GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49  
REVISED NOVEMBER 2013, RESOLUTION 03-13-119  
**REVISED APRIL 2018, RESOLUTION 03-18-XX**

#### **1.0 GENERAL GUIDELINES**

#### **SEE STANDARD SECTION 1: GENERAL REQUIREMENTS**

- 1.1 PERMITS AND FEES:** ~~A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Permits and Inspections office with City permit number(s) prior to beginning work.~~
- 1.2 MEMBERS' RESPONSIBILITY:** ~~The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.~~
- 1.3 CODES AND REGULATIONS:** ~~All work shall comply with all applicable local, state, and federal requirements, including, but not limited to, the current edition of the National Electric Code (NEC).~~
- 1.4 WORK HOURS:** ~~No work shall commence prior to 7:00a.m. and no work shall be permitted after 6:00p.m. Monday through Friday. Work on Saturday shall be permitted from 9:00a.m. – 2:00p.m. for work which results in construction-related noise (e.g. cutting tile,~~

~~hammering, use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00a.m. — 6:00p.m. No work whatsoever shall be permitted on Sunday.~~

- ~~1.5 **PLANS:** The Member applying for a permit shall provide to the Permits and Inspections office a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.~~
- ~~1.6 **DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor is responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's or Member's dumpsters, if required, must have location approved by the Permits and Inspections office.~~
- ~~1.7 **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.~~
- ~~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 GENERAL GUIDELINES**

- 2.1** Any installation permitted in Mutual Common Area at one story buildings must follow all guidelines set forth by the following Mutual Alteration Standard.
- 2.2** Prior to installation of any satellite dish, a plan and the specifications of all proposed work and equipment must be submitted for approval as specified in Section 1.5. The submitted plan must indicate all work to be done, i.e., type of dish, size, a full description, it's location on the building, anchoring, and method of sealing wall(s) and attachments. Site location will be contingent upon Mutual approval.
- 2.3** The Mutual Member assumes all responsibility for any damage including, but not limited to, roof or wall damage, or damage from

moisture intrusion resulting from improper installation of the satellite dish.

- 2.4 No satellite dish will be permitted which may become hazardous to other residents or workmen due to its location or dimensions.
- 2.5 Any satellite dish must be made easily removable as required for performance of maintenance. In the event a satellite dish must be removed it shall be the Mutual Member's responsibility to remove and properly store the dish until such time that maintenance work has been completed. The cost of removal, storage and re-installation shall be borne by the Mutual Member.
- 2.6 Any satellite dish installation must follow all guidelines set forth by the Federal Communications Commission's Over-the-Air-Reception-Devices rule (OTARD).
- 2.7 Any installation violating these guidelines is subject to immediate removal at the sole cost of the Mutual Member, and the restoration of any Mutual property, at the Member's expense.
- 2.8 Should the proposed location of a satellite dish be in an area that is technically Common Area, e.g., the roof, then the applicant is required to execute and submit to Third Laguna Hills Mutual, prior to installation of a dish, the "Agreement Regarding Satellite Dish Installation on Common Area Property" ~~or similarly titled document.~~

2.9 Should the proposed location of a satellite dish be in a location that is currently occupied by a functional solar panel, an alternate location will be designated by the Alteration Department.

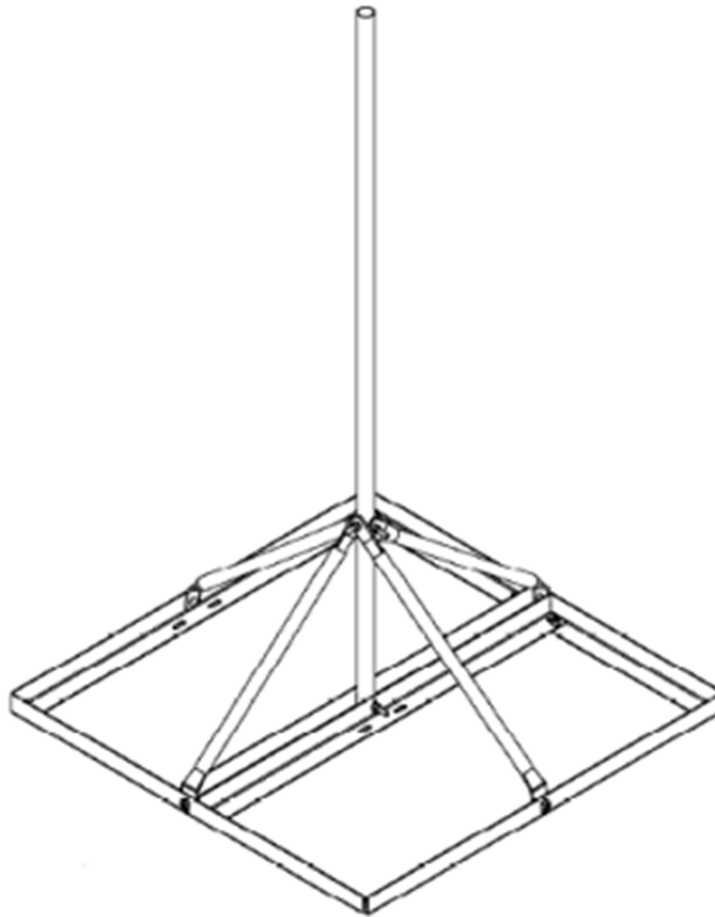
### 3.0 INSTALLATION GUIDELINES

- 3.1 Satellite dish installation is permitted on Exclusive Use Common Area, i.e., ~~patios~~patio, atrium or courtyard. The dish must stay within the footprint of ~~patios~~such areas.
- 3.2 Satellite dish installation is permitted on building fascias ~~of detached manors only~~. The ~~resident Member~~ shall ~~make all efforts coordinate with and receive approval of from the Alterations Department for all satellite dish locations. All to install a~~ satellite dish installations shall that will not be visible from neighboring street(s). Satellite dishes must be installed no less than twenty (20) feet from the corner of the building closest to the street, and cannot be attached on a side of the building that faces the street.

- 3.3 For satellite dish installations on building fascias of detached manors, the mounting bracket ~~and its perimeter bolt pattern~~ shall be clamp style and must fully fit onto the fascia, with no overhang.
- 3.4 Satellite dish installation is permitted on **flat roofs** when the location does not interfere with the overall visual continuity of the manor and/or surrounding area. No satellite dish or any portion of a satellite dish and its related Members shall be attached to any built-up roofing on a flat roof. See 2.2 for installation criteria.
- 3.5 To install a dish on a **flat roof**, mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" ~~cinder blocks~~ concrete blocks (see Example 1 below).
- 3.6 For installation of a satellite dish onto a **flat PVC cool roof**, the member must install a 3' X 3' satellite dish pad provided by the Mutual's roofing contractor at the expense of the Member.
- 3.7 Only one (1) satellite dish per manor is allowed.
- 3.8 Any satellite dish installed on Common Area shall not exceed a diameter of 36".
- 3.9 No coaxial cable shall be larger than ½" in diameter.
- 3.10 Fasteners shall be properly sealed to prevent moisture intrusion. Sealants shall be specifically manufactured for the application for which it is used.
- 3.11 Drilling through a roof is prohibited.
- 3.12 Mounting a satellite dish on a chimney is prohibited.
- 3.13 Utilization of any GRF Broadband installation and/or equipment is prohibited.
- 3.14 Mounting of a satellite dish to PVC, ABS, or plumbing vent pipes is prohibited.
- 3.15 No modifications to any fascia, rain gutter or plumbing vent shall be permitted. A satellite dish installation shall not obstruct a rain gutter or plumbing vent in any way.



- 3.16** ~~It is recommended that satellite dishes and installation materials be grounded in accordance with the National Electric Code.~~



**Example 1: Non-Penetrating Satellite Dish Roof Mount**



## **~~Third Laguna Hills Mutual~~**

### **~~Section STANDARD 5B:-~~ Satellite Dishes: 2 Story Buildings**

ADOPTED NOVEMBER 2006, RESOLUTION 03-06-58

REVISED APRIL 2007, RESOLUTION 03-07-32

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

REVISED NOVEMBER 2013, RESOLUTION 03-13-120

**REVISED APRIL 2018, RESOLUTION 03-18-XX**

#### **1.0 GENERAL REQUIREMENTS**

##### **SEE STANDARD SECTION 1: GENERAL REQUIREMENTS**

- 1.1 PERMITS AND FEES:** A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Permits and Inspections office with City permit number(s) prior to beginning work.
- 1.2 MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.
- 1.3 CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).
- 1.4 WORK HOURS:** No work shall commence prior to 7:00a.m. and no work shall be permitted after 6:00p.m. Monday through Friday. Work on Saturday shall be permitted from 9:00a.m. — 2:00p.m. for work which results in construction-related noise (e.g. cutting tile, hammering, use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00a.m. — 6:00p.m. No work whatsoever shall be permitted on Sunday.

- ~~1.5 **PLANS:** The Member applying for a permit shall provide to the Permits and Inspections office a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.~~
- ~~1.6 **DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor is responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's or Member's dumpsters, if required, must have location approved by the Permits and Inspections office.~~
- ~~1.7 **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.~~
- ~~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 GENERAL GUIDELINES**

- 2.1** Any installation permitted in Mutual Common Area at two story buildings must follow all guidelines set forth by the following Mutual Alteration Standard.
- 2.2** Prior to installation of any satellite dish, a plan and the specifications of all proposed work and equipment must be submitted for approval as specified in Section 1.5. The submitted plan must indicate all work to be done, i.e., type of dish, size, a full description, it's location on the building, anchoring, and method of

sealing wall(s) and attachments. Site location will be contingent upon Mutual approval.

- 2.3 The Member shall indemnify the Mutual and assumes all responsibility for any damage including, but not limited to, roof or wall damage, or damage from moisture intrusion resulting from improper installation of the satellite dish.
- 2.4 No satellite dish will be permitted which may become hazardous to other residents or workmen due to its location or dimensions.
- 2.5 Any satellite dish must be made easily removable as required for performance of maintenance. In the event a satellite dish must be removed it shall be the Mutual Member's responsibility to remove and properly store the dish until such time that maintenance work has been completed. The cost of removal, storage and re-installation shall be borne by the Mutual Member.
- 2.6 Any satellite dish installation must follow all guidelines set forth by the Federal Communications Commission's Over-the-Air-Reception- Devices rule (OTARD).
- 2.7 Any installation violating these guidelines is subject to immediate removal at the sole cost of the Mutual Member, and restoration of any Mutual property, at the Member's expense.
- 2.8 Should the proposed location of a satellite dish be in an area that is Common Area, the applicant is required to execute and submit to Third Laguna Hills Mutual, prior to installation of a dish, the "Agreement Regarding Satellite Dish Installation on Common Area Property" ~~or similarly titled document~~.
- 2.9 If the proposed location of a satellite dish be in a location that is currently occupied by a functional solar panel, an alternate location, if possible, will be designated by the Alteration Division.
- 2.1 This section refers to two story dwellings with shared flat roof space. The satellite dish shall be located so that it does not encroach outside of the area allocated on the roof for each owner

of a manor. Refer to Pages 6, 7, 8, 9 and 10 for roof allocation on the flat roofs of 6-, 8-, and 12-unit buildings. In case of conflict, existing installations shall prevail.

### **3.0 INSTALLATION GUIDELINES**

- 3.1** Satellite dish installation is permitted on Exclusive Use Common Area, e.g. patios or balconies. Dish must stay within footprint of patio or perimeter of balcony railing.
- 3.2** Only one (1) satellite dish per manor is allowed.
- 3.3** Any satellite dish installed on Common Area shall not exceed a diameter of 36", with the exception of manor types listed in paragraph 3.16 herein.
- 3.4** No coaxial cable shall be larger than ½" diameter.
- 3.5** Unless otherwise specified, coaxial cable shall be encased in ½", 26 gauge steel ~~wire mold~~ wire mold -fastened to the surface of the wall with ½"- mounting clips and anchors, specified for stucco, attached every four feet. ~~Wire mold~~ Wire mold -shall be painted to match the surface to which it is attached **prior to installation**. Fasteners shall be properly sealed to prevent moisture intrusion. Sealants shall be specifically manufactured for the application for which it is used.
- 3.6** Drilling through a roof is prohibited.
- 3.7** Utilization of any GRF Broadband installation and/or equipment is prohibited.
- 3.8** Mounting of a satellite dish to PVC, ABS, plumbing vent pipes is prohibited.

**3.9** No satellite dish or any portion of a satellite dish and its related ~~members~~Members shall be attached to any built-up roofing on a flat roof.

**3.10** Mounting a satellite dish on a chimney is prohibited.

**3.11** No modifications to any fascia, rain gutter or plumbing vent shall be permitted. A satellite dish installation shall not obstruct a rain gutter or plumbing vent in any way.

**3.12** It is recommended that satellite dishes and installation materials be grounded in accordance with the National Electric Code.

**3.13 Buildings with flat roof and mansard roof**

(a) Place the satellite dish approximately 15 feet from the edge of the flat roof above the manor for which the service is being provided. At no time can the dish be mounted on the side of the building or to existing fascias.

(b) For installation of a satellite dish onto a **flat PVC cool roof**, the member must install a 3' X 3' satellite dish pad provided by the Mutual's roofing contractor at the expense of the Member.

(c) Mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" cinderblocks (see Example 1 below).

(d) Extend the coaxial cable from the dish, across the surface of the roof, to the mansard roof. Continue over the mansard roof and rain gutter, firmly and without slack, until the coaxial cable reaches the overhang. (Do not alter or damage the tile or rain gutter in any way.

- (e) Attach wiremoldwire mold to the overhang, continue in a straight line to the wall of the building, and down vertically and horizontally, as required, to provide entry to the manor 24" from the floor. Encase the coaxial cable in the attached wiremoldwire mold. Penetrate the wall to bring coaxial cable into the manor. (See 3.5)
- (f) Do not place wiremoldwire mold –within 18" of balconies, balcony railings or balcony overhangs. Do not place wiremoldwire mold across any part of an overhang vent or near, or on, windows. Do not alter or damage wall-mounted air conditioners.

### 3.14 Buildings with flat roof and parapet

- (a) Place the satellite dish on the flat roof approximately 15 feet from the parapet above the manor for which the service is being provided. At no time can the dish be mounted on the side of the building or to existing fascias.
- (b) For installation of a satellite dish onto a **flat PVC cool roof**, the member must install a 3' X 3' satellite dish pad provided by the Mutual's roofing contractor at the expense of the Member.
- (c) Mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four, 8" x 8" x 16" cinderblocks (see Example 1 below).
- (d) Extend the coaxial cable from the dish across the surface of the flat roof to the parapet. Continue the coaxial cable up the wall of the parapet, over the crown, and down until it is several inches below an existing wire- mold installation. (Do not attach the coaxial cable to the interior wall of the parapet with fasteners.) Attach new wiremoldwire mold immediatelyimmediately below the existing wiremoldwire mold installation and continue vertically and horizontally as required to reach the manor 24" from the floor. Encase the

coaxial cable in the attached ~~wire~~wire mold. Penetrate the wall to bring coaxial cable into the manor. (See 3.5)

- (e) Do not use, alter or damage existing wire mold installation.

### 3.15 Seville

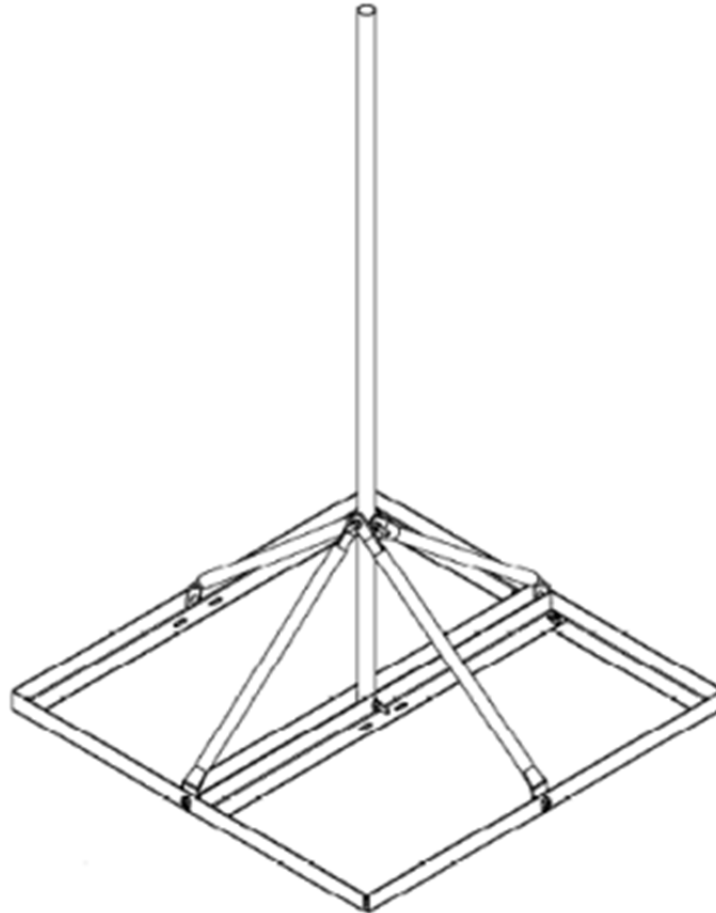
- (a) Place the satellite dish approximately 15 feet from the edge of the flat roof above the manor for which the service is being provided. At no time can the dish be mounted on the side of the building, existing fascias, or on roof beams.
- (b) For installation of a satellite dish onto a **flat PVC cool roof**, the member must install a 3' X 3' satellite dish pad provided by the Mutual's roofing contractor at the expense of the Member.
- (c) Mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four, 8" x 8" x 16" ~~cinder blocks~~concrete blocks (see Example 1 below).
- (d) Extend the coaxial cable from the dish across the surface of the roof to the fascia. Attach the coaxial cable to the inside of the fascia and continue down to a location that is directly in line above the room selected for installation of the jack. Attach the coaxial cable to the overhang and continue to the wall of the building. Attach ~~wire~~wire mold to the wall, vertically, in a straight line down to provide entry to the manor 24" from the floor. Encase the coaxial cable in the attached ~~wire~~wire mold. Penetrate the wall to bring coaxial cable into the manor. (See 3.5)
- (e) Do not use, alter or damage existing ~~wire~~wire mold installation. Do not alter or damage rain gutters.

### 3.16 ~~Catalina~~, Casa Milano, La Quinta and Villa Lugano series

- (a) Mounting of satellite dishes on buildings is permitted only upon approval of Permits and Inspections office of a detailed plan indicating all work to be done, i.e., size, location, description and specifications.



- (b) Satellite dish installation is permitted on Exclusive Use Common Area, e.g., patios or balconies. Dish must stay within footprint of patio or balcony railing.



**Example 1: Non-Penetrating Satellite Dish Roof Mount**



## **Third Laguna Hills Mutual**

### **Section STANDARD 5C: –Satellite Dishes: 3 Story Buildings**

ADOPTED NOVEMBER 2006, RESOLUTION 03-06-59  
REVISED APRIL 2007, RESOLUTION 03-07-33  
GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49  
REVISED NOVEMBER 2013, RESOLUTION 03-13-121  
**REVISED APRIL 2018, RESOLUTION 03-18-XX**

#### **1.0 GENERAL REQUIREMENTS**

#### **SEE STANDARD SECTION 1: GENERAL REQUIREMENTS**

#### **1.0 GENERAL REQUIREMENTS**

- 1.1 PERMITS AND FEES:** A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Permits and Inspections office with City permit number(s) prior to beginning work.
- 1.2 MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.
- 1.3 CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).
- 1.4 WORK HOURS:** No work shall commence prior to 7:00a.m. and no work shall be permitted after 6:00p.m. Monday through Friday. Work on Saturday shall be permitted from 9:00a.m. – 2:00p.m. for

~~work which results in construction-related noise (e.g. cutting tile, hammering, use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00a.m. — 6:00p.m. No work whatsoever shall be permitted on Sunday.~~

- ~~1.5 — **PLANS:** The Member applying for a permit shall provide to the Permits and Inspections office a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.~~
- ~~1.6 — **DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor is responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's or Member's dumpsters, if required, must have location approved by the Permits and Inspections office.~~
- ~~1.7 — **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.~~
- ~~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 GENERAL GUIDELINES**

- 2.1** Any installation permitted in Mutual Common Area at three story buildings must follow all guidelines set forth by the following Mutual Alteration Standard.
- 2.2** Prior to installation of any satellite dish, a plan and the specifications of all proposed work and equipment must be submitted for approval as specified in Section 1.5. The submitted plan must indicate all work to be done, i.e., type of dish, size, a full description, it's location on the building, anchoring, and method of

sealing wall(s) and attachments. Site location will be contingent upon Mutual approval.

- 2.3** The Mutual Member assumes all responsibility for any damage including, but not limited to, roof or wall damage, or damage from moisture intrusion resulting from improper installation of the satellite dish.
- 2.4** No satellite dish will be permitted which may become hazardous to other residents or workmen due to its location or dimensions.
- 2.5** Any satellite dish must be made easily removable as required for performance of maintenance. In the event a satellite dish must be removed it shall be the Mutual Member's responsibility to remove and properly store the dish until such time that maintenance work has been completed. The cost of removal, storage and re-installation shall be borne by the Mutual Member.
- 2.6** Any satellite dish installation must follow all guidelines set forth by the Federal Communications Commission's Over-the-Air-Reception- Devices rule (OTARD).
- 2.7** Any installation violating these guidelines is subject to immediate removal at the sole cost of the Mutual Member, and restoration of any Mutual property, at the Member's expense.
- 2.8** Should the proposed location of a satellite dish be in an area that is technically Common Area, e.g., the roof, then the applicant is required to execute and submit to Third Laguna Hills Mutual, prior to installation of a dish, the "Agreement Regarding Satellite Dish Installation on Common Area Property" ~~or similarly titled document~~.
- 2.9** Should the proposed location of a satellite dish be in a location that is currently occupied by a functional solar panel, an alternate location will be designated by the Alteration Department.

### 3.0 **INSTALLATION GUIDELINES**

- 3.1 Satellite dish installation is permitted on Exclusive Use Common Area, e.g. patios or balconies. Dish must stay within footprint of patio or perimeter of balcony railing.
- 3.2 Only one (1) satellite dish per manor is allowed.
- 3.3 Any satellite dish installed on Common Area shall not exceed a diameter of 36", with the exception of manor types listed in paragraph 3.15 herein.
- 3.4 No coaxial cable shall be larger than ½" in diameter.
- 3.5 Unless otherwise specified, coaxial cable shall be encased in ½", 26 gauge steel ~~wire mold~~ wire mold fastened to the surface of the wall with ½" mounting clips and anchors, specified for stucco, attached every four feet. ~~Wire mold~~ Wire mold shall be painted to match the surface to which it is attached **prior to installation**. Fasteners shall be properly sealed to prevent moisture intrusion. Sealants shall be specifically manufactured for the application for which it is used.
- 3.6 Drilling through a roof is prohibited.
- 3.7 Utilization of any GRF Broadband installation and/or equipment is prohibited.
- 3.8 Mounting of a satellite dish to PVC, ABS or plumbing vent pipes is prohibited.
- 3.9 No satellite dish or any portion of a satellite dish and its related members shall be attached to any built-up roofing on a flat roof.

**3.10** No modifications to any fascia, rain gutter or plumbing vent shall be permitted. A satellite dish installation shall not obstruct a rain gutter or plumbing vent in any way.

**3.11** It is recommended that satellite dishes and installation materials be grounded in accordance with the National Electric Code.

**3.12 Garden Villa-type buildings with a mansard roof**

- (a)** Place the satellite dish approximately 15 feet from the edge of the flat roof above the manor for which the service is being provided. Coaxial cable installation is permitted on exterior walls but is prohibited on interior walls facing the courtyard. At no time can the dish be mounted on the side of the building or to existing fascias.
- (b)** For installation of a satellite dish onto a **flat PVC cool roof**, the member must install a 3' X 3' satellite dish pad provided by the Mutual's roofing contractor at the expense of the Member.
- (c)** Mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" ~~cinder blocks~~ concrete blocks -(see Example 1 below).
- (d)** Extend the coaxial cable from the dish, across the surface of the roof, to the mansard roof. Continue over the mansard roof and rain gutter, firmly and without slack, until the coaxial cable reaches the overhang. Do not alter or damage the tile or rain gutter in any way.
- (e)** Attach wire mold wire mold to the overhang, continue in a straight line to the wall of the building, and down vertically and horizontally as required to provide entry to the manor 24" from the floor. Encase the coaxial cable in the attached wire mold wire mold. Penetrate the wall to bring coaxial cable into the manor. (See 3.5).

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

### 3.13 LH2Is with an overall flat roof and mansard roof

- (a) Place the satellite dish approximately 15 feet from the edge of the flat roof above the manor for which the service is being provided. Coaxial cable installation is permitted on the back and end walls but is prohibited on the front wall of the building. At no time can the dish be mounted on the side of the building or to existing fascias.
- (b) For installation of a satellite dish onto a **flat PVC cool roof**, the member must install a 3' X 3' satellite dish pad provided by the Mutual's roofing contractor at the expense of the Member.
- (c) Mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" [cinderblocksconcrete blocks](#) (see Example 1 below).
- (d) Extend the coaxial cable from the dish, across the surface of the flat roof and down the fascia. Continue over the mansard roof and rain gutter, firmly and without slack, until the coaxial cable reaches the wall of the building. Do not alter or damage the tile or rain gutter in any way.
- (e) Attach [wiremoldwire mold](#) to the wall immediately below the rain gutter and continue down vertically and horizontally as required to provide entry to the manor 24" from the floor. Encase the coaxial cable in the attached [wiremoldwire mold](#). Penetrate the wall to bring coaxial cable into the manor. (See 3.5)

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

### 3.14 LH2Is with flat elevated center roof and mansard roof

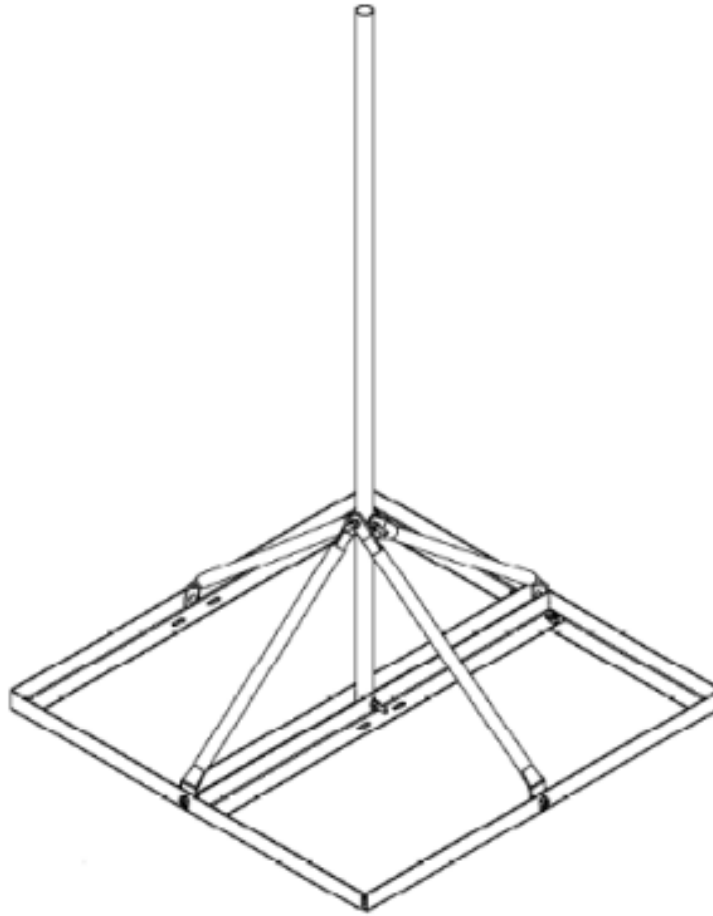
- (a) Place the satellite dish in the approximate center of the elevated flat roof above the manor for which the service is being provided. Coaxial cable installation is permitted on the back and end walls but is prohibited on the front of the building. At no time can the dish be mounted on the side of the building or existing fascias.
- (b) For installation of a satellite dish onto a **flat PVC cool roof**, the member must install a 3' X 3' satellite dish pad provided by the Mutual's roofing contractor at the expense of the Member.
- (c) Mount the satellite dish on a non-penetrating satellite dish roof-mount weighted down by a minimum of four 8" x 8" x 16" ~~cinder blocks~~ [concrete blocks](#) (see Example 1 below).
- (d) Extend the coaxial cable from the dish across the surface of the flat elevated roof, and continue downward, firmly and without slack, over the mansard roof until the coaxial cable reaches the rain gutter or fascia. Do not alter or damage the fascia or rain gutter in any way.
- (e) Attach [wiremoldwire mold](#) to the overhang, continue in a straight line to the wall of the building, and down vertically and horizontally, as required, to provide entry to the manor 24" from the floor. Encase the coaxial cable in the attached [wiremoldwire mold](#). Penetrate the wall to bring coaxial cable into the manor. (See 3.5)



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

### **3.15 LH2ls with sloping overall tile roof**

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



**Example 1: Non-Penetrating Satellite Dish Roof Mount**



## ~~THIRD LAGUNA HILLS MUTUAL~~

### ~~SECTION 14~~**STANDARD 14: FIREPLACE INSTALLATIONS**

JANUARY 1989

REVISED APRIL 1996, RESOLUTION M3-96-28

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

REVISED MAY 2013, RESOLUTION 03-13-55

**REVISED APRIL 2018, RESOLUTION 03-18-XX**

#### **1.0 GENERAL REQUIREMENTS**

**See Standard Section 1: General Requirements**

#### ~~1.0~~ **GENERAL REQUIREMENTS**

~~1.1~~ **PERMITS AND FEES:** A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Permits and Inspections office with City permit number(s) prior to beginning work.

~~1.2~~ **MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.

~~1.3~~ **CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).

~~1.4~~ **WORK HOURS:** No work shall commence prior to 7:00a.m. and no work shall be permitted after 6:00p.m. Monday through Friday. Work on Saturday shall be permitted from 9:00a.m. — 2:00p.m. for work which results in construction-related noise (e.g. cutting tile, hammering, use of power tools). For work that does not result in excessive noise, such as

~~painting and carpet installation, permitted hours are 7:00a.m. — 6:00p.m.  
No work whatsoever shall be permitted on Sunday.~~

~~1.5 **PLANS:** The Member applying for a permit shall provide to the Permits and Inspections office a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.~~

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

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

~~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 All installations must meet the Southern California Air Quality Management District (SCAQMD) Rule 445 Wood Burning Devices as required by the City of Laguna Woods (949-639-0500). No new wood or gas burning fireplaces are permitted~~

2.2 All units shall be constructed to the same height as originally designed units.

~~2.3 Fireplaces will be permitted to be built only as a part of a building where a fireplace had been an optional item during construction and shall be located as shown on the original plan.~~

2.4 The exterior design and construction shall be as originally ~~planned~~constructed.

2.5 Fireplaces ~~will be permitted to~~may be removed in single story Manors.

2.6 The installation of a carbon monoxide detector is required when a fireplace is ~~installed~~altered if one does not exist.

### 3.0 **SPARK ARRESTORS**

3.1 Spark arrestors will be required for ~~new~~all units~~fireplaces~~.

3.2 Spark arrestors shall be flat wire or screen type as part of the flue assembly designed for the unit.

3.3 A permit will be required for installation of spark arrestors or rain caps for existing fireplaces. Some units, depending upon design and color, may be required to be painted to match the building or chimney color.

3.4 No spark arrestor or rain cap may protrude higher than 12" above the flue exit.



## ~~THIRD LAGUNA HILLS MUTUAL~~

### ~~SECTION STANDARD 16: GARAGE DOORS, SECTIONAL OR ONE PIECE~~

JANUARY 1993

REVISED AUGUST 2002, RESOLUTION M3-02-39

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

REVISED DECEMBER 2014, RESOLUTION 03-14-141

REVISED SEPTEMBER 2015, RESOLUTION 03-15-127

REVISED APRIL 2018, RESOLUTION 03-18-XX

#### 1.0 GENERAL REQUIREMENTS

#### SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

#### 1.0 GENERAL REQUIREMENTS

1.1 PERMITS AND FEES: A Mutual Consent for Manor Alteration(s) is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual Consents and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Manor Alterations Department with City permit number(s) prior to beginning work.

1.2 MEMBERS' RESPONSIBILITY: The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.

1.3 CODES AND REGULATIONS: All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).

1.4 WORK HOURS: No work shall commence prior to 7:00a.m. and no work shall be permitted after 6:00p.m. Monday through Friday. Work on

~~Saturday shall be permitted from 9:00a.m.—2:00p.m. for work which results in construction-related noise (e.g. cutting tile, hammering, use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00a.m.—6:00p.m. No work whatsoever shall be permitted on Sunday.~~

~~1.5 **PLANS:** The Member applying for a permit 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 is responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's or Member's dumpsters, if required, must have location approved by the 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 No garage door will be installed that requires modification to the building structure.

2.2 Garage doors shall utilize existing door frames with only minor modifications to facilitate fit and clearances.

2.3 ~~With the exception provided in paragraph 2.4, a~~All garage doors in multi-unit buildings shall be selected and/or painted to maintain an appearance

that conforms to the approved paint color criteria as dictated by the Mutual's Policy on Exterior Paint Colors and Procedures. ~~The style and color of all doors installed shall be selected to match other garage doors in the same building.~~

~~2.4 Alteration metal garage doors with a white/off-white factory finish are exempt from being painted during the Exterior Paint Program when white/off-white is part of the approved color scheme for that particular building.~~

**2.5** All garage doors shall be of aluminum, wood or steel construction. One-piece or sectional panel style is optional. Sectional style shall be limited to five panels maximum.

**2.6** Built-in self closing mail slots are permissible.

**2.7** Built-in windows in the top panel or second from the top panel of a sectional panel style garage door are permissible.

**2.8** All design or patterns including window shape and size must be in keeping with the architecture of the building. Approval by the Permits and Inspections office will be deemed in keeping with the existing architecture of the building.

**2.9** No built-in type access or pet doors will be permitted.





## STAFF REPORT

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**DATE:** March 20, 2018  
**FOR:** Board of Directors  
**SUBJECT:** Revisions to Alteration Standard 18 – Gutters and Downspouts

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### **RECOMMENDATION**

Approve a resolution to revise Alteration Standard Section 18 – Gutters and Downspouts.

### **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 Alteration Standards available for Members to use to perform alterations to their Manor. Many have not been reviewed or updated for years to reflect changes in technology, materials, and construction methods.

Alteration Standard Section 18 – Exterior Wall Attachments was last revised in April, 1996, via Resolution M3-96-28.

### **DISCUSSION**

The ACSC has reviewed the existing Alteration Standard Section 12 – Gutters and Downspouts and determined that the Standard needs to be revised to reflect the current Building Codes, Municipal Codes, or Mutual policies. The proposed revisions to the Standard are as follows:

- §2.2 No downspout may be installed that will drain into an area that will effect ~~yard~~ surface drainage in an adverse way.
- §2.3 Applications to roofs where hangers penetrate or may harm the roofing in any way ~~will not be allowed~~ are prohibited.
- §2.4 All gutters and downspouts ~~will~~ shall be seamless and the same ~~type~~ style and color as to match the existing gutters on the building.

### **FINANCIAL ANALYSIS**

None

**Prepared By:** Kurt Wiemann, Permits, Inspections and Restoration Manager  
**Reviewed By:** Eve Morton, Alterations Coordinator

### **ATTACHMENT(S)**

**Attachment 1:** Resolution 03-18-XXX Revise Section 18  
**Attachment 2:** Red Lines of Section 18 – Gutters and Downspouts.

## **Attachment 1**

### **RESOLUTION 03-18-XX**

#### **Alteration Standard Section 18 – Gutters and Downspouts**

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

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard Section 12 – Exterior Wall Attachments.

**NOW THEREFORE BE IT RESOLVED**, March 20, 2018, that the Board of Directors of this Corporation hereby introduces the following Alteration Standard Section 18 – Gutters and Downspouts;

#### **1.0 GENERAL REQUIREMENTS**

**See Standard Section 1: General Requirements**

#### **2.0 APPLICATIONS**

- 2.1** A splash block will be required in areas where a downspout empties into an area in which erosion may result.
- 2.2** No downspout may be installed that will drain into an area that will effect surface drainage in an adverse way.
- 2.3** Applications to roofs where hangers penetrate or may harm the roofing in any way are prohibited.
- 2.4** All gutters and downspouts shall be seamless and the same style and color as the existing gutters on the building.
- 2.5** Gutters and downspouts will be of the same color to match the surface they are attached to.

**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.

**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 30-days from the postponement to comply with Civil Code §4360.**



## ~~THIRD LAGUNA HILLS MUTUAL~~

### **SECTION 18 GUTTERS & DOWNSPOUTS**

**OCTOBER 1981**

**REVISED APRIL 1996 RESOLUTION M3-96-28**

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

**GENERAL REQUIREMENTS REMOVED JANUARY 2018, RESOLUTION 03-18-XX**

**REVISED MARCH 2018, RESOLUTION 03-18-XX**

#### **1.0 GENERAL REQUIREMENTS**

##### **See Standard Section1: General Requirements**

- 1.1 PERMITS AND FEES:** ~~A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Permits and Inspections office with City permit number(s) prior to beginning work.~~
- 1.2 MEMBERS' RESPONSIBILITY:** ~~The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.~~
- 1.3 CODES AND REGULATIONS:** ~~All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).~~
- 1.4 WORK HOURS:** ~~No work shall commence prior to 7:00a.m. and no work shall be permitted after 6:00p.m. Monday through Friday. Work on Saturday shall be permitted from 9:00a.m. — 2:00p.m. for work which results in construction-related noise (e.g. cutting tile, hammering, use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00a.m. — 6:00p.m. No work whatsoever shall be permitted on Sunday.~~



- ~~1.5 — **PLANS:** The Member applying for a permit shall provide to the Permits and Inspections office a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.~~
- ~~1.6 — **DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor is responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's or Member's dumpsters, if required, must have location approved by the Permits and Inspections office.~~
- ~~1.7 — **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.~~
- ~~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 A splashblock will be required in areas where a downspout empties into an area in which erosion may result.
- 2.2 No downspout may be installed that will drain into an area that will effect yard surface drainage in an adverse way.
- 2.3 Applications to roofs where hangers penetrate or may harm the roofing in any way ~~will not be allowed~~ are prohibited.



- 
- 2.4** All gutters and downspouts ~~will~~shall be seamless and ~~of~~ the same ~~type~~style and color ~~as to match~~as the existing gutters on the building.
- 2.5** Gutters and downspouts will be of the same color to match the surface they are attached to.



## ~~THIRD LAGUNA HILLS MUTUAL~~

### SECTION STANDARD 26 SKYLIGHT INSTALLATIONS

AUGUST 1992

REVISED MAY 2003, RESOLUTION 03-03-43

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

REVISED APRIL 2018, RESOLUTION 03-18-XXX

#### 1.0 GENERAL REQUIREMENTS

##### SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

- ~~1.1 — PERMITS AND FEES: A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Permits and Inspections office with City permit number(s) prior to beginning work.~~
- ~~1.2 — MEMBERS' RESPONSIBILITY: The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.~~
- ~~1.3 — CODES AND REGULATIONS: All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).~~
- ~~1.4 — WORK HOURS: No work shall commence prior to 7:00a.m. and no work shall be permitted after 6:00p.m. Monday through Friday. Work on Saturday shall be permitted from 9:00a.m. — 2:00p.m. for work which results in construction-related noise (e.g. cutting tile, hammering, use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00a.m. — 6:00p.m. No work whatsoever shall be permitted on Sunday.~~

- ~~1.5 — PLANS: The Member applying for a permit shall provide to the Permits and Inspections office a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.~~
- ~~1.6 — DUMPSITES: The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor is responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily. USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED. Contractor's or Member's dumpsters, if required, must have location approved by the Permits and Inspections office.~~
- ~~1.7 — CONTRACTOR: Installation must be performed by a California licensed contractor of the appropriate trade.~~
- ~~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** Skylights may be of openable or fixed type.
- 2.2** Interior finish, such as open well or luminous panel ceiling, is optional. Size of opening at ceiling line is optional unless specifically called out on Standard Plan drawing to be of a special size, to comply with light and ventilation requirement.
- 2.3** Skylight(s) installed in any roof, under warranty with the Mutual's reroofing contractor, shall be sealed using the same specifications in force at that time.
- 2.4** Roofing must be in strict conformance with the I.U.B.C., Third Mutual Standards, and standard drawings.
- 2.5** Electrical fixtures may be placed inside skylight wells providing they meet the latest edition of the N.E.C.
- 2.6** Skylights shall be in keeping with the architecture of the building and be either off-white or smoke tinted in color. Approval by the P.C.M. Permits and Inspections Alterations division office will be deemed in

keeping with the existing architecture. All skylights shall match other existing skylights. Clear skylights are not acceptable on any roof.

- 2.7** One skylight shall be permitted per 10 linear feet of a patio cover's longest dimension, and all skylight placement and spacing shall be approved by the Permits and Inspections office.
- 2.8** Maximum skylight size shall not exceed Uniform-International Building Code and Title 24 requirements. All questionable skylights to be reviewed by the Mutual's Board of Directors.
- 2.9** Skylights shall be curb mounted and installed per Standard Plans and/or drawings in detail, size and location. Skylights will meet or exceed all current Uniform-International Building Code (IU.B.C.), State and/or City Standards.
- 2.10** Skylights shall be mounted on minimum 2"x6" curbs. Mounting shall be with Galvanized or equal hex-head screws to aid in removal during reroofing.
- 2.11** No skylight shall be installed within 12" of any vent, ridge, or vertical structure.
- 2.12** Skylights installed in existing acoustical sprayed ceilings may encounter asbestos. The resident(s) and contractor(s) must meet or exceed requirements of Federal, State or local government regarding asbestos removal procedures.
- 2.13** All skylights shall be of ICBO approved double lens construction.
- 2.14** Square-Flex™ or equivalent skylight tubes are permitted, provided that the installation meets all of the aforementioned standards.





## ~~THIRD LAGUNA HILLS MUTUAL~~

### ~~SECTION STANDARD 27:~~ TUBULAR SKYLIGHT INSTALLATIONS

SEPTEMBER 1995

REVISED MAY 2003, RESOLUTION 03-03-44

REVISED MAY 2007, RESOLUTION 03-07-46

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

REVISED ~~APRIL~~ 2018, RESOLUTION 03-18-XXX

#### 1.0 GENERAL REQUIREMENTS

##### SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

- ~~1.1 — PERMITS AND FEES: A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Permits and Inspections office with City permit number(s) prior to beginning work.~~
- ~~1.2 — MEMBERS' RESPONSIBILITY: The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.~~
- ~~1.3 — CODES AND REGULATIONS: All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).~~
- ~~1.4 — WORK HOURS: No work shall commence prior to 7:00a.m. and no work shall be permitted after 6:00p.m. Monday through Friday. Work on Saturday shall be permitted from 9:00a.m. — 2:00p.m. for work which~~

~~results in construction-related noise (e.g. cutting tile, hammering, use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00a.m. — 6:00p.m. No work whatsoever shall be permitted on Sunday.~~

~~1.5 — **PLANS:** The Member applying for a permit shall provide to the Permits and Inspections office a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.~~

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

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

~~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 — **DEFINITION**~~

~~2.1 — "Tubular skylight" refers to skylights with a cylindrical roof-mounted light collector typically consisting of an acrylic lens set in a metal frame. A reflective sun-scoop in the rooftop assembly directs sunlight into a metal or plastic tube with a highly reflective interior coating. The reflective tube guides sunlight to a diffuser lens mounted on the interior ceiling surface that spreads light throughout the room.~~

~~2.2 — Tubular skylights are sold under several different brand names. For the purpose of definition, some of the more common brand names include: Solatube, Daylight, Solar Bright, Sun-Dome, Sun-Tek, True Light, etc.~~

## ~~3.0 — **APPLICATIONS**~~

~~3.1 — All roofing work shall be in strict conformance with current building codes and any applicable Mutual standard drawings.~~

- ~~3.2 — **Notification:** Member must notify the Permits and Inspections office of any broken/damaged roofing materials, before any installation begins. Additional roofing materials may be required for typical installations, due to breakage/damage. Member is responsible for restoring the roof to its original pre-installation condition, regardless of the amount of replacement required. All materials will match the existing manufacturer and color or approved equal by the Permits and Inspections office.~~
- ~~3.3 — **Final Inspection:** During the final inspection, should the Permits and Inspections office notice damaged/broken roofing materials that appear to be caused by the installer/installation and absent prior notice of damage, the Member will be responsible for the proper repair(s).~~
- ~~3.4 — **ASBESTOS:** Installations in existing acoustical sprayed ceilings may encounter asbestos. The Member(s) must assure that the requirements of federal, state and local government regarding asbestos removal procedures are met or exceeded.~~
- ~~3.5 — No units shall be installed with the edge of the tubular skylight flashing within 12" of any vent, ridge or vertical structure.~~
- ~~3.6 — Hypolon skirts will not be permitted as acceptable flashings.~~
- ~~3.7 — All tubular skylight flashings are required to be minimum 8" in height.~~
- ~~3.8 — All tubular skylight installations require a 2" Turret Extension to conform to Mutual Standards height requirements.~~
- ~~3.9 — All tubular skylight flashings and related parts to be painted either Flat Black (BUR Roofs); Flat Black or Orange (Tile and Metal Shingle Roofs); Flat Black or Tan (Comp/Shingle Roofs) or to match color scheme of roof.~~
- ~~3.10 — Products: Henry Asphalt Primer (#103 or #105), Henry Cold-Ap Cement (#403), Henry Underlayment (#604), Henry Interply Adhesive (#902). Henry products may be substituted by an equal or better product. All substituted products require approval from the Permits and Inspections office.~~

#### **4.0 INSTALLATION SPECIFICATIONS**

#### 4.1 FLAT ROOFS (Built Up Roofing)

- a. 10", 14" and 16" tubular skylights are the only size units approved for installation on BUR roofs.
- b. Spud back the perimeter around the flashing edge a minimum of 10" and maximum 14", leaving roof surface smooth and gravel-free for primer and base felt application.
- c. Apply Henry Asphalt Primer to flashing and scraped/spudded roof surface and let dry.
- d. Apply Henry Cold-Ap Cement # 403 to base of flashing per manufacturer's specifications and press in place. Nail aluminum base through raised surface of outer ring, 10 inches on center.

*(First Ply/Base Ply)*

- e. Apply Henry Cold-Ap Cement # 403 at the rate of 2 gallons per 100 sq. ft. and cover with Henry Fiberglass ply sheet 25lb #604 starting at vertical surface across the flashing and over roof surface to a point three (3) inches beyond the edge of the flashing.

*(Second and Third Ply)*

- f. Apply Henry Interply Adhesive #902 and a second ply of Henry Fiberglass Ply Sheet #604 two (2) inches beyond the perimeter of the base ply and continue across roof, terminating at vertical surface, allowing the Henry Interply Adhesive #902 to ooze out slightly onto the vertical surface and above the ply. Apply a third ply of Henry Fiberglass Ply Sheet #604 two (2) inches beyond the perimeter of second ply and continue across roof, terminating at vertical surface and again allow the Henry Fiberglass Ply Sheet #604 to ooze out slightly onto the vertical surface and above the ply. Both plies to be embedded in Henry Cold-Ap Cement # 403 at the rate of 2 gallons per 100 sq. ft.
- g. Apply one layer of \*MB Cap embedded in Henry Cold-Ap Cement # 403 at the rate of 2 gallons per 100 sq. ft. starting at the bottom of the vertical surface across the newly installed plies, to a point seven (7) inches away from the flashing edge and embed #11 Granule Aggregate or cap sheet (if flat or built up roof (BUR) is cap sheet).

- h. If cap sheet is used, nail perimeter of cap sheet 4 inches on center. Apply a 3 coarse application over cap sheet edge using Henry Cold-Ap Cement # 403 and webbing.
- i. Reapply gravel evenly to entire area, stopping at the tubular skylight vertical surface.

#### 4.2 **3 STORY BUILDINGS**

Installation of tubular skylights on all three-story buildings are to follow Mutual Standards for Built-Up Roofing with the following changes:

- a. Install a (1) one-layer 5/8" type X drywall chase around the reflective tube. Drywall chase to be inclusive of attic area and to start from drywall ceiling and terminate at plywood roof sheathing. Each end and all incisions into the drywall chase to be filled with drywall compound.
- ~~b. An "In-Progress" inspection by the Permits and Inspections office is required for all tubular skylights installed in 3 Story buildings.~~

#### 4.3 **PITCHED ROOFS:** All pitched roof (over 3:12) installations shall be as follows:

##### 4.3.1 **Asphalt Composition Shingles**

10" and 14" tubular skylights are the only size units approved for installation on pitched Composition Shingle roofs in Third Mutual.

- a. Pitched Metal Flashing: The powder coated black epoxy based finish applied over a 0.032 in. thick aluminized steel stamped seamless flashing with 32 total added rigid ribs and 8 pre-punched fastener holes shall be laced into existing Asphalt Composition Shingles as existing roof jacks are installed.
- b. Metal Turret Extension: Shall be installed onto Pitched Metal Flashings with a polyurethane sealant and screwed into flashing with (4) #8x1/2 philip head, self-tapping stainless steel screws.
- c. Turret Shroud: Shall be installed onto Pitched Metal Flashing and Turret Extension.
- d. No caulking will be used as primary water leak protection.

#### **4.3.2 Concrete & Clay Tile**

10" and 14" tubular skylights are the only size units approved for installation on all tile roofs in Third Mutual.

- a. Counterbase Flashing: injected molded polypropylene CC2 classified, 30% mica filled .125 inch thick mold tech pattern MT11365 finish base flashing shall be installed between rafters and be laced into existing underlayment as existing roof jacks are installed.
  - 1. Monier concrete tiles over space sheathing and/or plywood with no underlayment do not require the installation of a Counterbase Flashing.
- b. Secondary Flashing: Polypropylene (Tile Retro Kit for 10" Solatubes) or .060 inch thick A93003 aluminum secondary pre-formed flashing shall be installed over Counterbase Flashing.
- c. Polypropylene Turret Extension: shall be installed onto Secondary Flashing with a polyurethane sealant and screwed into flashing with (4) #8x1/2" philip head, self-tapping stainless steel screws.
- d. Turret Shroud: shall be installed onto Secondary Flashing and Turret Extension.
- e. No caulking will be used as primary water leak protection.
- f. All tiles shall be saw cut and not "broken to fit".

#### **4.3.3 Metal Shingles**

10" and 14" tubular skylights are the only size units approved for installation on all tile roofs in Third Mutual. Single flashing permitted only on metal shingle roofs.

- a. Counterbase Flashing: injected molded polypropylene CC2 classified, 30% mica filled .125 inch thick mold tech pattern MT11365 finish base flashing shall be installed between rafters and be laced into existing underlayment as existing roof jacks are installed.
- b. Polypropylene Turret Extension: shall be installed onto Counterbase Flashing with a polyurethane sealant and screwed

into flashing with (4) #8x1/2" philip head, self-tapping stainless steel screws.

- c.** Turret Shroud: shall be installed onto Flashing and Turret Extension.
- d.** All tiles shall be saw-cut or sheared and not "broken or bent" to fit.