

AGENDA
REGULAR MONTHLY CONFERENCE CALL MEETING OF THE
BOARD OF DIRECTORS
SEAL BEACH MUTUAL FIVE
January 18, 2023
Meeting begins at 9:00 a.m.
Building 5, Conference Room B / Zoom Video and Conference Call

TO ATTEND: The Shareholder will be provided with instructions on how to access the call via telephone upon the Shareholder contacting Mutual Administration and requesting the call-in information. Please submit your information, including your name, Unit number, and telephone number, via e-mail at mutualsecretaries@lwsb.com, by no later than 3:00 p.m., the business day before the date of the meeting.

TO PROVIDE COMMENTS DURING MEETING: In order to make a comment during the open Shareholder forum, the Shareholder must (i) notify their parcel director of their intent to speak during Shareholder open forum, or (ii) submit their information, including their name, Unit number, and telephone number, via e-mail at mutualsecretaries@lwsb.com, by no later than 3:00 p.m., the business day before the date of the meeting.

1. CALL TO ORDER/ PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. SHAREHOLDERS' COMMENTS (limited to 2-3 minutes per shareholder)
4. INTRODUCTION OF GRF REPRESENTATIVE, STAFF, AND GUEST(S):

Mr. Thompson, GRF Representative
Mr. Meza, Building Inspector
Ms. Barua, Portfolio Specialist
Ms. Vasquez, Acting Portfolio Specialist
Ms. Equite, Assistant Portfolio Specialist

5. APPROVAL OF MINUTES:
 - a. **Regular Meeting Minutes of November 16, 2022.**
 - b. **Special Meeting Minutes of November 21, 2022. (p. 3)**
6. **GRF REPRESENTATIVE** Mr. Thompson
7. **BUILDING INSPECTOR'S REPORT** Mr. Meza
Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (p. 4-5)
8. **UNFINISHED BUSINESS**
 - a. Discuss and vote to ratify rescinding Policy 7414.05 – Solar Panel Installation (pp. 6-8)
 - b. Discuss and vote to ratify adopting Rule 05-7414-1 – Solar Panel Installation (pp. 9-18)
 - c. Discuss and vote to ratify adopting Rule 05-7496-1– Electrical Vehicle Charging Station and EV-Dedicated Time of Use Meter Installation (pp. 19-27)
 - d. Discuss and vote to ratify adopting Rule 05-7701-1 – Personal Property Liability (pp. 28-31)
 - e. Discuss and vote to ratify rescinding Policy 7701.05 – Personal Property Liability (pp. 32-34)

9. **NEW BUSINESS**

- a. Approval of Monthly Finances (p. 35)
- b. Discuss and vote to adopt Form 05-7414-4 – Maintenance, Repair, Replacement, and Indemnity Agreement regarding the Installation of a Solar System (pp. 36-41)
- c. Discuss and vote to end the distribution of monthly meeting minutes to Mutual Five's buildings (p. 42)
- d. Discuss and vote to amend Rule 05-7403-1 – Building Alterations and Additions (pp. 43-45)
- e. Discuss and vote to authorize Mutual Administration to mail out Opt-Out Notices to the mutual's shareholders (pp. 46-47)
- f. Discuss and vote to amend the numbering of each of the following listed Policies to be Mutual 05 Rules and Regulations using the format 05-7XXX-3 for Procedures, and 05-7XXX-4 for forms (p. 48)
- g. Discuss and vote to rescind Policies 7491.05 – Roof Access, 7491.3 – Rain Gutters, and 7491.1 – Roof Leaks (pp. 49-54)
- h. Discuss and vote to adopt Rule 05-7491-1 – Roof and Attic Access, Roof Leaks, Gutters, Satellite Dishes (pp. 55-61)

STAFF BREAK BY 11:00 A.M.

- 10. SECRETARY / CORRESPONDENCE Ms. Gardner
- 11. CHIEF FINANCIAL OFFICER'S REPORT Mr. Cude
- 12. PRESIDENT'S REPORT Ms. DeRungs
- 13. PORTFOLIO SPECIALIST REPORT Ms. Vasquez
- 14. ANNOUNCEMENTS

- a. **NEXT REGULAR MEETING:** Wednesday, February 15, 2023, at 9:00 a.m., Building 5, Conference Rm B and Zoom Video/ Conference Call.

- 15. COMMITTEE REPORTS
- 16. DIRECTORS' COMMENTS
- 17. ADJOURNMENT
- 18. EXECUTIVE SESSION

STAFF WILL LEAVE THE MEETING BY 12:00 P.M.

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL NO. FIVE
November 21, 2022**

The Special Meeting of the board of Directors of Seal Beach Mutual No. Five was called to order by President DeRungs at 1:31 p.m. on Monday, November 21, 2022, via Zoom Video Conference Call.

Those members present were President DeRungs, Vice President Murphy, Chief Financial Officer Cude, Directors Gould, Shannon, and Powell (**all Directors via Zoom**). Also present was Portfolio Specialist Barua (**via zoom**) and Acting Portfolio Specialist Vasquez (**via zoom**).

Absent: Secretary Gardner

One shareholder was present.

The purpose of this meeting is to ratify rescinded Policy 7585.05 – Protocol for Enforcing Governing Documents and adopted Rule 05-7585-01 - Protocol for Enforcing Governing Documents.

Following a discussion and upon a MOTION duly made by Director Gould and seconded by Vice President Murphy, it was

RESOLVED to ratify rescinded Policy 7585.05 – Protocol for Enforcing Governing Documents; the 28-day posting requirement has been met.

The MOTION passed unanimously with ROLL CALL vote.

Following a discussion and upon a MOTION duly made by Director Gould and seconded by Vice President Murphy, it was

RESOLVED to ratify adopted Rule 05-7585-01 - Protocol for Enforcing Governing Documents; the 28-day posting requirement has been met.

The MOTION passed unanimously with ROLL CALL vote.

President DeRungs adjourned the meeting at 1:34 p.m.

Attest: Laura Gardner, Secretary
SEAL BEACH MUTUAL NO. FIVE
KV: 11/21/22

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: (05) FIVE		INSPECTOR: Mike Meza
MUTUAL BOARD MEETING DATE:	January, 2023	

PERMIT ACTIVITY

UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	PERMIT ISSUE	COMP. DATE	Improvement Values	RECENT INSPECTION	CONTRACTOR
71-H	DRYWALL/ FLOORING	BOTH	09/01/22	12/31/02	\$7,150		MAMUSCIA CONSTRUCTION
110-A	SKYLIGHT FLARE	BOTH	09/07/22	11/07/22	\$6,475		VICKERS CONSTRUCTION
115-F	SHOWER REMODEL	BOTH	10/13/22	12/30/22	\$10,000		MP CONSTRUCTION
95-G	UNIT REMODEL	BOTH	11/20/22	03/15/23	\$138,700		JC KRESS
108-A	SHOWER CUT DOWN	BOTH	10/25/22	11/25/22	\$3,540		NUKOTE
70-F	ELECTRICAL WORK	BOTH	11/01/22	01/30/23	\$750		CJ CONSTRUCTION
98-C	COUNTERS/ WASH/DRYER	BOTH	11/12/22	03/30/23	\$20,000		MP CONSTRUCTION
113-A	COUNTERTOP KIT	BOTH	11/14/22	12/10/22	\$9,350		M&M SKYLIGHTS
106-E	FLOORING	GRF	12/28/23	02/28/23	\$4,600		B&B CARPET
97-C	SLIDING DOOR	BOTH	12/31/23	02/28/23	\$7,800		VICKERS CONSTRUCTION
121-B	UNIT REMODEL	BOTH	01/01/23	07/30/23	\$65,000		MP CONSTRUCTION
105-C	WINDSCREEN PATIO	GRF	01/03/23	01/15/23	\$1,540		CUSTOM GLASS
72-J	FLOORING	GRF	01/15/23	02/28/23	\$4,625		KARYS CARPET
116-A	SHOWER REMODEL	BOTH	01/30/23	05/18/23	\$23,450		LOS AL BUILDERS

ESCROW ACTIVITY

Unit #	NMI	PLI	NBO	FI	FCOEI	ROF	ACTIVE, CLOSING, CLOSED
							9 1 0
101-B		06/21/22					
103-G		08/24/21					
105-D		09/30/20					
105-I		12/13/22					
110-C		10/27/20					
115-F		10/13/22	01/10/23	01/11/23			
116-E		12/06/22					
122-A		11/17/22					
122-E		10/21/22					
124-J		11/17/22					

SHADED AREAS HAVE BEEN SIGNED OFF

FI = Final Inspection FCOEI = Final COE Inspection ROF = Release of Funds

CONTRACTS

CONTRACTOR	PROJECT
J&J LANDSCAPE AUGUST 8th 2025	Landscaping & Irrigation
EMPIRE PIPE DECEMBER 31st 2022	Annual inspection
FENN MAY 31st 2023	Pest and rodent control services
ROOFING PROJECT	Buildings 70, 100, 101, 113, 120

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RATIFY RESCINDING POLICY 7414.05 – SOLAR PANEL INSTALLATION (UNFINISHED BUSINESS, ITEM A)
DATE: JANUARY 18, 2023
CC: MUTUAL FILE

I move to ratify the proposed policy change by rescinding Policy 7414.05 – Solar Panel Installation; the 28-day posting requirement has been met.

MUTUAL OPERATIONS**PHYSICAL PROPERTY****Solar Panel Installation****MUTUAL OPERATIONS****Resident Regulations****Solar Panel Installation — Mutual Five**

~~California Civil Code section 714, Civil Code section 714.1, Civil Code section 4600, and most importantly, Civil Code section 4746, concern solar panel energy system rooftop installations.~~

~~All the Civil Codes noted above taken together, allow that the shareholder has the right to install a rooftop solar energy system “on the roof of the building in which the shareholder resides.” Under Civil Code section 714.1(b)(1).~~

~~Therefore, the Shareholder is allowed to have the exclusive use of that portion of the common area roof above their unit without the 67% approval required in Civil Code section 4600.~~

~~Architectural Solar panel installation rules, pursuant to Civil Code section 4746.~~

~~Any Shareholder applying for architectural approval:~~

- ~~1) Must notify each shareholder in his/her building of his/her proposed rooftop installation.~~
- ~~2) Such Shareholder and each successor shareholder must maintain liability coverage, (\$100,000 liability insurance.) providing the Mutual with the certificate of insurance within 14 days of approval and annually thereafter.~~
- ~~3) Installation and removal of any product that penetrates the common area roof, such as solar system support jacks, shall be performed by the roofing contractor that holds the guarantee, at the shareholders expense and requires a Permit from Physical Properties.~~
- ~~4) Installation, repairs and removal of the solar system itself, (not the jack) may be done by the solar system contractor, at the shareholder’s expense.~~
- ~~5) Cleaning of the solar system must be done by LW Service Maintenance, a LW approved Handyman or the solar system contractor, at the shareholder’s expense.~~
- ~~6) The shareholder and any successor shall be responsible for any damage to the common area roof from: a. the installation, b. repairs, c. cleaning and/or d. removal of the solar panels.~~

MUTUAL OPERATIONS

PHYSICAL PROPERTY

Solar Panel Installation

- ~~7) The shareholder and any successor are responsible for maintenance and replacement of the panels. Replacement of the solar system itself (not the jack) requires a Permit from Physical Property.~~
- ~~8) The shareholder and any successor must restore the common area roof after panel removal. This requires a Permit from Physical Property. Any work that penetrates the roof must be done by the contractor company that holds the warrantee for that roof.~~
- ~~9) The shareholder and any successor must disclose the solar panel installation to prospective buyers and all related obligations as set forth above.~~

~~**MUTUAL**~~ ~~**ADOPTION**~~ ~~**AMENDMENTS**~~
~~FIVE~~ ~~May 19~~

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RATIFY ADOPTING RULE 05-7414-1 – SOLAR PANEL INSTALLATION (UNFINISHED BUSINESS, ITEM B)
DATE: JANUARY 18, 2023
CC: MUTUAL FILE

I move to ratify the proposed rule change by adopting Rule 05-7414-1 – Solar Panel Installation prepared by Mutual Attorney; the 28-day posting requirement has been met.

SEAL BEACH MUTUAL NUMBER FIVE**Physical Property****ADOPT****Solar Panel Installation**

1 This Solar Energy System Policy (“Policy”) is established in accordance with Civil Code
 2 sections 714, 714.1 and 4746 and the Mutual’s governing documents, to govern the
 3 installation of solar energy systems, as defined below, within the development and
 4 provide requirements for Shareholders seeking approval from the Board of Directors
 5 (“Board”) for installation of a solar energy system. All the Civil Codes noted above taken
 6 together, allow that the shareholder has the right to install a rooftop solar energy system
 7 “on the roof of the building in which the shareholder resides” pursuant to Civil Code
 8 section 714.1(b)(1). Civil Code §4600(b)(3)(J) creates an exception to the membership
 9 approval requirements of Civil Code §4600(a) for the installation of solar energy systems
 10 that meet the requirements of the above statutes.

11
 12 1. Operating Rule. This Solar Energy System Policy is an operating rule, as defined in
 13 Civil Code §4340(a), subject to, supplementing, and in addition to the Mutual’s other
 14 governing documents. This policy amends the previous Solar Policy adopt on May
 15 15, 2019.

16
 17 2. Definition. A solar energy system (“System”) means either of the following, all as
 18 defined in Civil Code §801.5:

19
 20 a. Any solar collector or other solar energy device whose primary purpose is to
 21 provide for the collection, storage, and distribution of solar energy for space
 22 heating, space cooling, electric generation, or water heating; or

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 24 b. Any structural design feature of a building, including the following:

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 26 i. Solar racking, solar mounting, and elevated solar support structures,
 27 including, but not limited to, solar carports, solar shade structures,
 28 solar awnings, solar canopies, and solar patio covers, regardless of
 29 whether the feature is on the ground or on a building. Elevated solar
 30 support structures include the aboveground superstructure and
 31 associated foundation elements that support the solar collectors or
 32 other solar energy devices described in subparagraph 2 a. above.

33
 34 ii. Any design feature whose primary purpose is to provide for the
 35 collection, storage, and distribution of solar energy for electricity
 36 generation, space heating or cooling, or for water heating.

37
 38 iii. Any photovoltaic device or technology that is integrated into a
 39 building, including, but not limited to, photovoltaic windows, siding,

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SEAL BEACH MUTUAL NUMBER FIVE

Physical Property

ADOPT

Solar Panel Installation

and roofing shingles or tiles

3. Authority, Approval and Reconsideration.

- a. **General Authority.** Subject to all requirements of the law and all Mutual governing documents, a Shareholder may only install a System on the portion of the building’s roof directly above the Shareholder’s dwelling unit. The System must only serve the Shareholder’s domestic energy needs. No installation may begin until the Shareholder applies for and receives written approval for the installation and meets all conditions of the approval. Such approval may be granted by the Board of Directors and/or by the Board, on appeal.
- b. **Rule Conflicts.** The application must be processed and approved in the same manner as any other Mutual architectural request, except that if these rules conflict with any other Mutual architectural procedures, these rules will prevail.
- c. **Approval of Individuals Prohibited.** Applications shall not be approved by any individual Director. In the event an individual Director approves architectural plans and specifications, such approval must not be relied upon and shall not be deemed valid approval.
- d. **Reasonable Conditions of Approval Permitted.** The Board of Directors is authorized to impose any reasonable conditions of approving an architectural application, in writing, including, but not limited to, (1) requiring modifications of particular aspects of the Shareholder’s architectural submission and/or (2) requiring the preparation, execution and recording, at the Shareholder’s expense, of a covenant establishing maintenance, repair and replacement, indemnity, and other obligations binding current and future Shareholders owning the dwelling unit.
- e. **Approval Timing.** Applications are deemed approved within forty-five (45) days from the date of submission of a complete application unless (i) disapproved by the Board of Directors, (ii) additional information necessary to properly consider the application is requested by the Board of Directors within the forty-five (45) day period, or (iii) any proposed Renovations would violate the Mutual’s governing documents, any Building, Safety and Fire Codes, or any other laws.

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Physical Property

ADOPT

Solar Panel Installation

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f. Disapproval and Reconsideration

- i. Applications that are disapproved must be in writing and must explain why the proposed installation was disapproved.**
- ii. The Shareholder is permitted to seek reconsideration of a disapproved application, in writing, by the Board, unless (1) the original disapproval was made by the Board or a body that has the same membership as the Board at a meeting that satisfied the requirements of the Open Meeting Act or (2) as to any installation that were disallowed because they would violate the Mutual’s governing documents, any Building, Safety and Fire Codes, or any other laws. Reconsideration is not internal dispute resolution under Civil Code §5905.**
- iii. A permissible written request for reconsideration must be received by the Board not more than forty-five (45) days after the denial.**
- iv. Within forty-five (45) days after receipt of a permissible request for reconsideration, the Board must hold an open meeting to consider the reconsideration and decide the issue. Failure of the Board to decide within the forty-five (45) day period is deemed a decision in favor of the Shareholder**

4. Application Requirements.

- a. General Requirements. The applicant Shareholder must submit two (2) sets of construction plans and specifications, an engineering report, a solar site survey, Shareholder notifications, photographs, and specifications for the entire proposed System, including, without limitation, details regarding size, design, color, and materials listed on each set of plans, and the proposed location of the System and all component parts on the roof and exterior of the dwelling unit. All drawings must show elevations.**
- b. Engineering Report. The application must include a written report of findings by a California licensed structural engineer (at applicant’s sole expense) to certify that the structure of the building is sufficient to bear the weight of the System.**
- c. Notification and Solar Site Survey. When a Shareholder applies for**

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architectural approval to install a System on a multifamily common area roof shared by multiple homeowners in a building, the Shareholder must do all the following:

- i. Notify each Shareholder of a dwelling unit in the building on which the installation will be located of the application to install a System. Evidence of such notification shall be provided to the Mutual in the form of a notification sheet signed by a Shareholder of each dwelling unit.
- ii. Submit a solar site survey showing the placement of the System prepared by a licensed contractor or the contractor's registered salesperson knowledgeable in the installation of solar energy systems to determine usable solar roof area. The site survey must include a determination of an equitable allocation of the usable solar roof area among all Shareholders sharing the same roof. If the survey does not demonstrate that the applying Shareholder's equitable allocation of the common area roof is sufficiently large for the installation of the Shareholder's proposed System, the application will be denied.
- d. Survey Costs. Neither the survey nor the costs to determine usable space required by the previous subparagraph of this Section are deemed as part of the cost of the System as used in Civil Code section 714. (Civil Code §4746.)

5. Installation Requirements.

- a. Licensed and Insured Contractor. The System must be installed by an actively licensed, insured and bonded contractor bearing either a C-46 license, or if appropriate for the work to be performed a C-10 license, from the Contractor's State License Board. The installation process must conform in all respects to the requirements of the Mutual's governing documents, including these rules. The applicant Shareholder is responsible to ensure compliance by the contractor.
- b. Additional Insured. Before the installation begins the applicant must provide evidence to the satisfaction of the Mutual's Board of Directors that the Mutual has been named as an additional insured on the required insurance liability policy of the installing contractor.
- c. Contractor Insurance. All contractors installing, maintaining, repairing,

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159 removing, and/or replacing the solar system must carry commercial general
 160 liability insurance with policy limits of at least one million dollars
 161 (\$1,000,000.00) and such workers compensation insurance as is required by
 162 law. All such contractors shall also be bonded to the extent required by the
 163 California State Contractors Licensing Board. All such contractors shall
 164 present proof of all such insurance and/or bonding to the Mutual before the
 165 installation begins. The Board and/or Board of Directors has the right to
 166 review the contract of any such contractor to confirm compliance as a
 167 condition of approval of the installation.

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 169 d. Permits. Before the installation begins, applicant must obtain (at applicant's
 170 expense) all necessary building or other permits as may be required by the
 171 State or local governments. A permit must also be obtained from Physical
 172 Properties department of Golden Rain Foundation.

173
 174 e. Professional Fees. The Mutual is permitted to incur reasonable professional
 175 fees from an architect, engineer or contractor to review or confirm findings
 176 of plan submittals and reasonable legal fees to prepare the Covenant. The
 177 Shareholder applicant must reimburse the Mutual for such costs before
 178 construction is permitted to begin. If necessary, the Mutual is permitted to
 179 recover such costs from the Shareholder applicant by reimbursement
 180 assessment following proper notice and a hearing.

181
 182 f. Construction Rules. Applicant must notify all contractors of the Mutual's
 183 Rules & Regulations, including, parking, construction hours and contractor
 184 rules and applicant is obligated to ensure contractor compliance with such
 185 rules.

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 187 g. Legal Standards. The System must meet all health and safety standards and
 188 requirements imposed by state and local permitting authorities, consistent
 189 with Section 65850.5 of the Government Code. The System must meet all
 190 applicable safety and performance standards of the California Electrical
 191 Code, the Institute of Electrical and Electronics Engineers, and accredited
 192 testing laboratories, such as Underwriters Laboratories. Where applicable,
 193 the System must comply with the rules of the Public Utilities Commission
 194 regarding safety and reliability.

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 196 6. Shareholder Obligations. During the period of record ownership of any
 197 Shareholder(s) of a dwelling unit receiving power, heat or any other benefit from a
 198 System, the following are all required:

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- 199 a. Ownership and Maintenance of System. The System will, at all times, be
 200 owned by and remain the property of the current record Shareholder(s) of the
 201 respective dwelling unit benefiting from the System. Each Shareholder(s) of
 202 record will be solely responsible for the maintenance, repair, replacement
 203 and/or removal of the System, during the period of their respective
 204 ownership, except that routine cleaning of the System must be performed by
 205 LW Service Maintenance, an LW approved vendor, or the contractor who
 206 installed the System each as shareholders expense.
- 207
- 208 b. Roof Inspections and Repair. At the sole expense of any Shareholder(s) of
 209 record, during their period of record ownership, the Mutual may require the
 210 System to be inspected and the Common Area roof water tested for leaks at
 211 any points where the system is attached to the roof. Any leaks discovered,
 212 and damage caused thereby, must be immediately repaired by a qualified
 213 licensed, insured and bonded contractor, at the expense of any
 214 Shareholder(s) of record, during their period of record ownership.
- 215
- 216 c. Architectural Approval. Any maintenance, repairs, removal or replacement of
 217 the System is subject to architectural approval of the Board of Directors
 218 and/or the Board of Directors on all terms and conditions provided herein. In
 219 the case of any emergency maintenance or repairs on the System,
 220 Shareholder(s) of record shall provide advanced written notification to the
 221 Mutual through its manager.
- 222
- 223 d. Liability for Damage from System. Shareholder(s) of record are solely
 224 responsible to install, remove, repair, maintain, and replace the System must
 225 bear all costs therefor. Shareholder(s) of record are also liable for all costs of
 226 maintenance, repair, and replacement of any portion of the building damaged
 227 or affected by the installation, removal, repair, maintenance, replacement
 228 and/or use of the System. This includes, without limitation, (1) damage to the
 229 roof, framing/structural components, roof covering, shingles, eaves, gutters,
 230 and any other part of the building that may be penetrated or otherwise
 231 affected by any activity or use involving the System, (2) damage from water
 232 leaks and/or resulting mold that develops due to those leaks, (3) damage from
 233 any fires and/or (4) any other property damage or personal injury caused by
 234 and/or resulting from such installation, removal, repair, maintenance,
 235 replacement and/or use of the System.

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Physical Property

ADOPT

Solar Panel Installation

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e. Indemnification and Defense. If the installation, maintenance, repair, replacement, removal, and/or use of the System results in any damage to the roof, any dwelling unit, or any other building structure, the Shareholder(s) of record of the dwelling unit, during his/her/their period of record ownership must indemnify, reimburse, defend and hold harmless the Mutual, and its directors, officers, committee members, agents, assigns and insurers, and/or any other Shareholder of the Mutual, from any claims, legal actions, costs, expenses, or any other losses arising or resulting from such roof, dwelling unit, or other building structure damage, including, but not limited to, those involving real property damage, damage resulting from moisture intrusion, structural repairs, drywall repair, mold remediation, damage to the common area or any dwelling unit (as defined in the law and CC&Rs), damage to any personal property of the Mutual, and/or any Shareholder of the Mutual, and any personal injuries.

f. Mutual Easement Rights to Roofs. The Mutual is hereby granted full easement rights beneath, over and around the System for the purposes of conducting any maintenance, repairs and replacement of the roof, roofing components, and/or any other portions of the building structure as required by the Mutual's CC&Rs and/or the law. In the event that such maintenance, repairs and replacement cannot be undertaken or completed with the System in place, the Shareholder(s) of record of the dwelling unit, during their period of record ownership, at his/her/their sole expense, will remove, or cause to be removed, the entire System, or any portion thereof necessary, to allow the Mutual to conduct such maintenance, repairs and replacement. The System may thereafter be replaced by the Shareholder(s) of record, during his/her/their period of record ownership, at his/her/their sole expense. All such removal and/or replacement of the System as provided for in this paragraph shall be subject to and comply with all other conditions of these rules

7. Architectural Requirements. To the extent they do not collectively increase the cost of the originally proposed System by more than one thousand dollars (\$1,000), a System must meet the following conditions:

a. Inverter Locations. All inverters must be installed where recommended by Mutual Five and the licensed contractor of the dwelling unit.

b. Concealed Cables. All cables, conduit and wiring which are part of the System shall be concealed as much as possible and approved by Mutual Five and the Physical Properties Department.

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Physical Property

ADOPT

Solar Panel Installation

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c. Solar Panel Colors. Permissible colors for solar panels and all hardware, bracket, trim and other components visible to the Common Area are black.

d. Low Mounting. Solar panels must be mounted using hardware that secures them as close to the roof as possible.

8. Other Requirements.

a. Approval Disputes. For any legal dispute, legal proceeding, or other claim by a Shareholder or resident of the Mutual, arising from the approval of a Shareholder’s installation of the System, the applicant Shareholder and/or the record Shareholder at the time of the dispute must take all reasonable measures to resolve the dispute informally. If that cannot be done, the Shareholder must indemnify, defend, and otherwise hold the Mutual, and its directors, officers, committee Shareholders, agents, assigns and insurers, harmless for such claims, losses and/or damages.

b. Homeowner’s Insurance. The Shareholder of record and each successive Shareholder of record must maintain a homeowner liability insurance coverage policy at all times and provide the Mutual with the corresponding certificate of insurance within 14 days of approval of the application and annually thereafter.

c. Disclosure. The Shareholder of record and each successive Shareholder of record must disclose to prospective buyers the existence of the Shareholder’s System and the related responsibilities of the Shareholder under Civil Code §4746 and these rules.

d. Maintenance and Indemnity Agreement. As a condition of the Mutual’s approval to install a System, and before any construction begins, an applicant must execute a Maintenance and Indemnity Agreement Regarding a Solar Energy System (“Agreement”), in a form to be provided by the Mutual. The Agreement will be binding on all subsequent owners and run with the land. Each Shareholder who purchases a dwelling unit for which a solar energy system was approved must agree to and be bound by the Agreement applicable to the dwelling unit they purchased and sign an addendum acknowledging their agreement or must immediately remove System. The Agreement will incorporate all conditions of any architectural approval and all of the requirements and obligations set forth in this policy that apply to

(Oct 2022)

SEAL BEACH MUTUAL NUMBER FIVE

Physical Property

ADOPT

Solar Panel Installation

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the current and future owners

Document History

Adopted: 16 Nov 2022

322

Keywords: Solar Panel Installation

ADOPT

(Oct 2022)

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RATIFY ADOPTING RULE 05-7496-1– ELECTRICAL VEHICLE CHARGING STATION AND EV-DEDICATED TIME OF USE METER INSTALLATION (UNFINISHED BUSINESS, ITEM C)
DATE: JANUARY 18, 2023
CC: MUTUAL FILE

I move to ratify the proposed rule change by adopting Rule 05-7496-1 Electrical Vehicle Charging Station and EV-Dedicated Time of Use Meter Installation prepared by Mutual Attorney; the 28-day posting requirement has been met.

SEAL BEACH MUTUAL NUMBER FIVE**Physical Property****ADOPT****Electric Vehicle Charging Station and EV-Dedicated Time of Use Meter Installation**

1 This Electric Vehicle Charging Station and EV-Dedicated TOU Meter Policy (“Policy”) is
 2 established in accordance with Civil Code §§4745 and 4745.1 and the Mutual’s Governing
 3 Documents, to govern the installation of electric vehicle charging stations and electric
 4 vehicle, as defined below, within the development and provide requirements for
 5 Shareholders seeking approval from the Board of Directors (“Board”) for installation of a
 6 solar energy system. The Policy revokes all previous Operating Rules, Regulations and
 7 Policies regarding the same matters and substitutes this Policy in their place.

1. Definitions

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11 a. “Electric Vehicle Charging Station” means a station, compliant with the
 12 California Building Standards Code, which delivers electricity from a source
 13 outside an electric vehicle into one or more electric vehicles. An electric
 14 vehicle charging station may include several charge points simultaneously
 15 connecting several electric vehicles to the station and any related equipment
 16 needed to facilitate charging plug-in electric vehicles. Civil Code §4745(d).
 17
 18 b. “EV-Dedicated TOU Meter” means an electric meter supplied and installed by
 19 an electric utility, that is separate from, and in addition to, any other electric
 20 meter and is devoted exclusively to the charging of electric vehicles, and that
 21 tracks the time of use (TOU) when charging occurs. An EV-Dedicated TOU
 22 meter includes any wiring or conduit necessary to connect the electric meter
 23 to an electric vehicle charging station, as defined in Civil Code §4745.1,
 24 regardless of whether it is supplied or installed by an electric utility. Civil
 25 Code §4745.1(d).
 26
 27 c. Definitions in Governing Documents. Capitalized terms herein have the same
 28 definitions as the same terms when found in the Mutual’s current Governing
 29 Documents or the law.

2. General Requirements

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33 a. Health and Safety Compliance. All Electric Vehicle Charging Stations and
 34 EVDedicated TOU Meters installed in the Development must meet applicable
 35 health and safety standards and requirements imposed by state and local
 36 authorities, and all other applicable zoning, land use, or other ordinances, or
 37 land use permits. Civil Code §§4745(c) and 4745.1(c).
 38
 39 b. Governing Documents. Installation, removal, replacement, and use of any
 40 Electric Vehicle Charging Station and EV-Dedicated TOU Meter must comply

(Oct 2022)

SEAL BEACH MUTUAL NUMBER FIVE

Physical Property

ADOPT

Electric Vehicle Charging Station and EV-Dedicated Time of Use Meter Installation

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with all architectural procedures, standards and other requirements of the Mutual’s Governing Documents. Civil Code §§4745(f)(1)(A) and 4745.1(f)(1)(A).

- c. Licensed Contractors. Regardless of whether Mutual approval is required, any installation, removal, replacement of an Electric Vehicle Charging Station and EVDedicated TOU Meter must be performed by a contractor, licensed by the State of California to perform the necessary work, and who has liability insurance for the work to be provided with commercially reasonable policy limits.
- d. Building Department and Mutual Approvals. Any installation, removal or replacement of an Electric Vehicle Charging Station or EV-Dedicated TOU Meter requiring the issuance of a building permit must be submitted by the Shareholder to the appropriate governmental entity for review and approval. If there is a conflict between the conditions of approval imposed by the governmental entity and the Mutual, the more restrictive conditions will control. The Board may impose conditions of approval which are more restrictive than conditions imposed by governmental agencies.

3. Architectural Approval Requirements and Procedures

- a. Approval Required. Installation, removal or replacement of an Electric Vehicle Charging Station or EV-Dedicated TOU Meter, including any related wiring, conduits, or other components, within or through any portion of the Shareholder’s Exclusive Use Common Area or the Common Area, without advanced written approval from the Mutual’s Board of Directors is prohibited. Installation, removal or replacement of an Electric Vehicle Charging Station or EV-Dedicated TOU Meter, including all related wiring, conduit and other components, entirely within the Shareholder’s separate interest does not require Mutual approval, but is subject to all other requirements herein and required by law.
- b. Approval Process. Any application for approval of the installation of an Electric Vehicle Charging Station or an EV-Dedicated TOU Meter must be processed and approved by the Mutual in the same manner as any other architectural application for approval and must not be willfully avoided or delayed. Approvals and disapprovals must be in writing. Civil Code §§4745(e) and 4745.1(e). Disapprovals must include both an explanation of why the proposed change is disapproved and a description of the procedure for

(Oct 2022)

SEAL BEACH MUTUAL NUMBER FIVE**Physical Property****ADOPT****Electric Vehicle Charging Station and EV-Dedicated Time of Use Meter Installation**

81 reconsideration of the decision by the Board. Civil Code §4765(a)(5).

- 82
- 83 c. Approval of Individuals Prohibited. Applications cannot not be approved by
- 84 any individual Director. In the event an individual Director approves
- 85 architectural plans and specifications, such approval should not be relied
- 86 upon and will not be deemed approval.
- 87
- 88 d. Appeal to Board. If a proposed installation is disapproved, the Shareholder
- 89 is entitled to reconsideration by the Board at an open meeting of the Board,
- 90 except if the disapproval was made at a properly noticed open meeting of the
- 91 Board or a committee that has the same membership as the Board. Civil Code
- 92 §4765(a)(5).
- 93
- 94 e. Submission of Plans. Plans and specifications in accordance with the
- 95 Mutual's Governing Documents must be submitted to the Board by personal
- 96 delivery or certified mail. Unless a delay in approval by the Board is the result
- 97 of (i) the applicant's failure to properly submit an application in accordance
- 98 with the Mutual's guidelines, or (ii) a reasonable request by the Board for
- 99 additional information, the application will be deemed approved after forty-
- 100 five (45) days of being submitted to the Board, unless the application has
- 101 been disapproved by the Board. Civil Code §§4745(e) and 4745.1(e). Provided,
- 102 however, that all applications that violate the Mutual's Governing Documents
- 103 or Building and Safety Codes are automatically disapproved without action
- 104 by the Board unless variances are specifically approved in writing by the
- 105 Board.

106

107 **4. Conditions of Approval**

- 108
- 109 a. Conditions of Approval – Electric Vehicle Charging Station. The Shareholder
- 110 must meet the following conditions before approval will be granted for the
- 111 installation, removal, replacement of an Electric Vehicle Charging Station,
- 112 including any related wiring, conduits, or other components, within or
- 113 through any portion of the Shareholder's Exclusive Use Common Area or the
- 114 Common Area:
- 115
- 116 i. Use a licensed contractor to install the station.
- 117 ii. Provide a certificate of insurance that names the Mutual as an
- 118 additional insured under the Shareholder's insurance policy in the
- 119 amount of \$1,000,000.
- 120 iii. Pay for both the costs associated with the installation of and the

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SEAL BEACH MUTUAL NUMBER FIVE**Physical Property****ADOPT****Electric Vehicle Charging Station and EV-Dedicated Time of Use Meter Installation**

121 electricity usage associated with the Electric Vehicle Charging Station.

- 122 iv. Execute an agreement containing covenants to be prepared by the
 123 Mutual, at the Shareholder's expense, which makes the current and
 124 future owners of the Shareholder's dwelling unit responsible for at
 125 least the following:

- 126
- 127 1. Costs for damage to the Electric Vehicle Charging Station,
 128 Common Area, Exclusive Use Common Area, or separate
 129 interests resulting from the installation, maintenance, repair,
 130 removal, or replacement of the charging station.
- 131
- 132 2. Costs for the maintenance, repair, and replacement of the
 133 Electric Vehicle Charging Station until it has been removed and
 134 for the restoration of the Common Area after removal.
- 135
- 136 3. The cost of electricity associated with the Electric Vehicle
 137 Charging Station.
- 138
- 139 4. Disclosing to prospective buyers the existence of any Electric
 140 Vehicle Charging Station of the Shareholder and the related
 141 responsibilities of the Shareholder under the agreement.

142

143 **Civil Code §4745(f).**

- 144
- 145 b. Conditions of Approval – EV-Dedicated TOU Meter. The Shareholder must
 146 meet the following conditions before approval will be granted for the
 147 installation, removal, or replacement of an EV-Dedicated TOU Meter,
 148 including any related wiring, conduits, or other components, within or
 149 through any portion of the Shareholder's Exclusive Use Common Area or the
 150 Common Area:

- 151
- 152 i. Engage the relevant electric utility to install the EV-Dedicated TOU
 153 Meter and, if necessary, a licensed contractor to install wiring or
 154 conduit necessary to connect the electric meter to an Electric Vehicle
 155 Charging Station at Shareholder's expense.
- 156 ii. Provide a certificate of insurance that names the Mutual as an
 157 additional insured under the Shareholder's insurance policy in the
 158 amount of \$1,000,000.
- 159 iii. Execute an agreement containing covenants to be prepared and
 160 recorded by the Mutual, at the Shareholder's expense, which makes

(Oct 2022)

SEAL BEACH MUTUAL NUMBER FIVE

Physical Property

ADOPT

Electric Vehicle Charging Station and EV-Dedicated Time of Use Meter Installation

the current and future owners of the Shareholder’s dwelling unit responsible for the following:

- 1. Costs for damage to the EV-Dedicated TOU Meter, Common Area, Exclusive Use Common Area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the EVDedicated TOU Meter.
- 2. Costs for the maintenance, repair, and replacement of the EVDedicated TOU Meter until it has been removed and for the restoration of the Common Area after removal.
- 3. Disclosing to prospective buyers the existence of any EV-Dedicated TOU Meter of the Shareholder and the related responsibilities of the Shareholder under the agreement

Civil Code §4745.1(f).

5. Additional Restrictions and Conditions of Approval. The Mutual may impose additional reasonable restrictions and architectural standards concerning the installation, use, removal and replacement of Electric Vehicle Charging Stations and EV-Dedicated TOU Meters. The Board may impose additional reasonable conditions of approval of the Shareholder’s architectural request to install an Electric Vehicle Charging Station or EV-Dedicated TOU Meter which are not inconsistent with the Mutual’s Governing Documents and the law.

a. Limitations on Electric Vehicle Charging Station Restrictions. Restrictions on Electric Vehicle Charging Stations may not significantly increase the cost of the station or significantly decrease its efficiency or specified performance. Civil Code §4745(b).

b. Limitations on EV-Dedicated TOU Meter Restrictions. Reasonable restrictions and conditions on EV-Dedicated TOU Meters may be based on space, aesthetics, structural integrity, and equal access to such services for all Shareholders, but the Mutual must attempt to find a reasonable way to accommodate the requested installation unless doing so would require the Mutual to incur an expense. Civil Code §4745.1(b).

6. Permissible Installation Locations

(Oct 2022)

SEAL BEACH MUTUAL NUMBER FIVE**Physical Property****ADOPT****Electric Vehicle Charging Station and EV-Dedicated Time of Use Meter Installation**

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- a. **Electric Vehicle Charging Stations. Electric Vehicle Charging Stations may be installed in the following locations.**
- i. **Separate Interest or Designated Space. The Mutual must permit installation of Electric Vehicle Charging Stations within a Shareholder's dwelling unit or in a designated parking space, including, but not limited to, a deeded parking space, a parking space in a Shareholder's Exclusive Use Common Area (as defined in the Mutual's Governing Documents), or a parking space that is specifically designated for use by a particular Shareholder. Civil Code §4745(a).**
 - ii. **Common Area for Exclusive Use by a Shareholder. The Mutual must permit installation of Electric Vehicle Charging Stations for the exclusive use of a Shareholder in the Common Area, which is not Exclusive Use Common Area, only if installation in the Shareholder's designated parking space is impossible or unreasonably expensive. In this case, the Mutual and Shareholder must enter into a license agreement for the use of the space in the Common Area. Civil Code §4745(g).**
 - iii. **Common Area for Use by all Shareholders. Upon approval of the Board or the Membership of the Mutual, an Electric Vehicle Charging Station may be installed in the Common Areas for the use of all Shareholders of the Mutual, subject to such terms and conditions of use established by the Mutual. Civil Code §4745(h).**
 - iv. **New Parking Space. The Mutual may create a new parking space where one did not previously exist to facilitate the installation of an Electric Vehicle Charging Station. Civil Code §4745(i).**
- b. **EV-Dedicated TOU Meters. EV-Dedicated TOU Meters may be installed in the following locations.**
- i. **Shareholder's Separate Interest. To the extent reasonably possible, an EVDedicated TOU Meters must be installed in the Shareholder's separate interest.**
 - ii. **Exclusive Use Common Area. If installation of an EV-Dedicated TOU Meters in the Shareholder's separate interest is not reasonably possible, it must be installed in the Shareholder's Exclusive Use Common Area, if any.**
 - iii. **Common Area for Exclusive Use by a Shareholder. If installation in the Shareholder's separate interest and the Shareholder's Exclusive Use Common Area, if any, is not reasonably possible, an EV-Dedicated TOU**

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SEAL BEACH MUTUAL NUMBER FIVE**Physical Property****ADOPT****Electric Vehicle Charging Station and EV-Dedicated Time of Use Meter Installation**

Meter may be installed in the non-exclusive Common Area, if reasonable. In this case, the Mutual and Shareholder must enter into a license agreement for the use of the space in the Common Area.

- iv. Common Area for All Shareholders. Upon approval of the Board or the Membership of the Mutual, an EV-Dedicated TOU Meter may be installed in the Common Areas for the use of all Shareholders of the Mutual, subject to such terms and conditions of use established by the Mutual. Civil Code §4745.1(g).

7. Other Requirements**a. Insurance**

- i. Insurance Required. Any Shareholder with an Electric Vehicle Charging Station or EV-Dedicated TOU Meter, whether located within a separate dwelling unit or within the Common Area or Exclusive Use Common Area, must, at all times, maintain a liability coverage policy with limits of one million dollars (\$1,000,000). The Shareholder that submitted the application to install the Electric Vehicle Charging Station or EV-Dedicated TOU Meter must provide the Mutual with the corresponding certificate of insurance within 14 days of approval of the application. That Shareholder and each successor Shareholder must provide the Mutual with the certificate of insurance annually thereafter. Civil Code 4745(f)(3).

- ii. Exception to Insurance Requirement. A Shareholder is not required to maintain a liability coverage policy for an Electric Vehicle Charging Station consisting of an existing National Electrical Manufacturers Association standard alternating current power plug. Civil Code §4745(f)(4).

- b. Good Standing. Only Shareholders in Good Standing may submit architectural requests for approval of Electric Vehicle Charging Stations or EV-Dedicated TOU Meters. "Good Standing" is defined to mean Shareholders who are not delinquent by more than sixty (60) days in the payment of any Assessment, fee, or fine, and not found to be in violation of the Mutual's Governing Documents (following proper notice, hearing, and a finding by the Board).

- c. Architect/Consultant. The Board may retain the services of an architect and one or more consultants to assist the Board in its duties. Compensation for consultants' services must be fixed by the Board. The cost of such

(Oct 2022)

SEAL BEACH MUTUAL NUMBER FIVE

Physical Property

ADOPT

Electric Vehicle Charging Station and EV-Dedicated Time of Use Meter Installation

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consultants and any related expenses may be charged to those Shareholders submitting plans for installation of Electric Vehicle Charging Stations or EV-Dedicated TOU Meters. Any significant costs must be submitted to the Shareholder for approval before being incurred by the Mutual.

d. Inspection. The Mutual has the right, but not the obligation, to periodically inspect any work approved by the Board. Shareholders must allow inspection and work may be halted and the Shareholder fined if inspection is not allowed. Such inspections do not relieve a Shareholder from his/her duty to comply with the Mutual’s Architectural Standards and all applicable building and fire codes.

e. Mechanics’ Liens. Shareholders must ensure that no lien is placed against any other dwelling unit or against the Common Areas for labor or material furnished to the applicant Shareholder’s dwelling units. If a lien is placed against the Common Areas and any other Shareholders’ dwelling units, and the responsible Shareholder does not immediately cause the removal of the lien, the Mutual may, after written notice to the responsible Shareholder, pay the amounts necessary to have the lien removed and levy a Reimbursement Assessment against the responsible Shareholder for the monies advanced as well as any fees and costs incurred by the Mutual to remove the lien.

Document History

Adopted: 16 Nov 2022

Keywords: Electrical Vehicle Charging-Station Time of Use Meter Installation

304

(Oct 2022)

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RATIFY ADOPTING RULE 05-7701-1 - PERSONAL PROPERTY LIABILITY (UNFINISHED BUSINESS, ITEM D)
DATE: JANUARY 18, 2023
CC: MUTUAL FILE

I move to ratify the proposed rule change by adopting Rule 05-7701-1 - Personal Property Liability prepared by mutual attorney; the 28-day posting requirement has been met.

SEAL BEACH MUTUAL NUMBER FIVE**Mutual Operations****ADOPT****Personal Property/ Liability Insurance**

1 For the purposes of this policy, the term “Unit” or “Apartment” shall refer to the living
 2 space granted to the Shareholder by the occupancy agreement. “Shareholder” means a
 3 Member of Mutual Five as the term is defined in the Mutual’s governing documents.
 4

- 5 1. Mutual Five Shareholders, at their sole expense, must purchase and maintain
 6 insurance covering their real and personal property whether the Unit is Shareholder
 7 occupied, vacant or held out for rent. This includes, without limitation.
 8
- 9 a. personal property coverage that insures the contents of their Unit against
 10 damage or loss;
 - 11 b. real property coverage that insures their Unit against damage or loss,
 12 including, but not limited to, all improvements to the Unit and all fixtures and
 13 components within or appurtenant to the Unit;
 - 14 c. real property coverage that insures Exclusive Use and Non-Exclusive Use
 15 Common Area servicing the Unit;
 - 16 d. premises liability that includes protection for bodily injury and property
 17 damage;
 - 18 e. personal liability coverage with a policy limit of at least \$300,000;
 - 19 f. loss of use that protects a Shareholder for additional living expenses, loss of
 20 rents, or any other losses should their Unit become uninhabitable due to a
 21 covered loss;
 - 22 g. loss assessment coverage that protects against Assessments due to a loss
 23 which exceeds the Mutual’s master policy limits or deductible, master policy
 24 deductible coverage, and such other coverage as the Shareholder deems
 25 appropriate.
 26
- 27 2. In addition, if a Shareholder operates a vehicle which is driven across or stored in
 28 the Mutual’s Common Areas, the Shareholder must carry appropriate automobile
 29 insurance. The Mutual has no obligation to police this provision and is specifically
 30 relieved of any responsibility or liability from doing so or failing to do so.
 31
- 32 3. Shareholders are required to display their insurance policy declaration page on
 33 their kitchen counter during fire/safety inspections.
 34
- 35 4. Shareholders hereby waive their claims against the Mutual to the extent such claims
 36 are covered under insurance which Shareholders are required to carry, regardless
 37 of whether Shareholders actually carry such insurance.
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(Oct 2022)

SEAL BEACH MUTUAL NUMBER FIVE**Mutual Operations****ADOPT****Personal Property/ Liability Insurance**

- 41 **5. If any loss intended to be covered by the Mutual's insurance occurs and the**
 42 **proceeds payable by the Mutual's insurance are reduced because of proceeds paid**
 43 **under a Shareholder's insurance coverage, that Shareholder must assign such**
 44 **insurance proceeds to the Mutual, to the extent of the reduction. The Board must**
 45 **apply those proceeds to the same purposes as the reduced proceeds received by**
 46 **the Mutual.**
- 47
- 48 **6. If a Shareholder has a non-owner occupant, caregiver, washer and/or dryer, bidet**
 49 **toilet or bidet toilet attachment, dishwasher, ice maker, golf cart, Jacuzzi type tub,**
 50 **therapeutic walk-in tub, outdoor hot tub, water filter and/or water purification**
 51 **system, instaheat water heater, extended patio and/or unit, Shareholder owned**
 52 **water heater, heat pump, air conditioning or heating equipment, liability insurance**
 53 **must cover all nonstandard items, including the increased liability these items**
 54 **create.**
- 55
- 56 **7. Shareholders must require Lessees to have renters or tenant insurance, including**
 57 **coverage for damage to or loss of personal property, personal liability, medical**
 58 **payment to others, and loss of use. The liability insurance must have a policy limit**
 59 **of at least \$300,000.**
- 60
- 61 **8. The Golden Rain Foundation and the Mutual are not responsible for personal**
 62 **property within or attached to the unit or stored or parked on the street or in the**
 63 **carport including property stored in or under the storage cabinets in the carport.**
- 64
- 65 **9. Shareholders should consider obtaining sufficient coverage to insure the value of**
 66 **any artwork, jewelry, antiques or other items that would not normally be covered by**
 67 **an average policy for personal property.**
- 68
- 69 **10. The Mutual's Master Insurance Policy covers the Mutual's buildings and common**
 70 **areas including properly permitted expansions, but for standard building materials**
 71 **only. It does not cover non-standard items such as upgraded doors, bay windows,**
 72 **multi-pane windows, flooring, window treatments, special countertops, heat**
 73 **pumps/air conditioning, dishwashers, washer/dryers, microwaves, and other**
 74 **special appliances.**
- 75
- 76 **11. The HO6 condominium policy is generally recommended.**
- 77
- 78 **12. Earthquake damage is not covered by the Mutual's policy**
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(Oct 2022)

SEAL BEACH MUTUAL NUMBER FIVE

Mutual Operations

ADOPT

Personal Property/ Liability Insurance

Document History

Adopted: 16 Nov 2022

Keywords: Personal Property Liability Insurance

81

ADOPT

(Oct 2022)

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RATIFY RESCINDING POLICY 7701.05 – PERSONAL PROPERTY LIABILITY (UNFINISHED BUSINESS, ITEM E)
DATE: JANUARY 18, 2023
CC: MUTUAL FILE

I move to ratify proposed policy change by rescinding Policy 7701.05 – Personal Property Liability; the 28-day posting requirement has been met.

PHYSICAL PROPERTY

RESCIND

Personal Property/Liability Insurance – Mutual Five

~~The term unit or apartment shall refer to the living space granted to the shareholder by the occupancy agreement.~~

~~Mutual Five shareholders, whether residing in their unit or not, shall carry HO6 insurance to cover the personal contents of their unit, to cover any damage to their unit for which they are responsible, and to cover any damage, for which they are responsible, to adjacent units. Shareholders are required to display their insurance policy declaration page on their kitchen counter during fire/safety inspections.~~

~~Shareholders shall carry personal liability insurance in an amount sufficient for the indemnification of other persons in the event that the shareholders become legally liable for causing bodily injury and/or property damage to another person.~~

~~If shareholder owns a pet, at least \$300,000 in personal liability coverage is recommended. If shareholder does not own a pet, it is recommended that the personal liability coverage be at least \$200,000.~~

~~If a shareholder has a non-owner occupant, caregiver, washer and/or dryer, golf cart, Jacuzzi type tub, walk in tub, extended patio and/or unit, shareholder owned water heater, heat pump, air conditioning or heating equipment, liability insurance must cover all non-standard items, including the increased liability these items create.~~

~~The Golden Rain Foundation and the Mutual are not responsible for personal property within or attached to the unit or stored or parked on the street or in the carport including property stored in or under the storage cabinets in the carport.~~

~~Shareholder should consider obtaining sufficient coverage to insure the value of any artwork, jewelry, antiques or other items that would not normally be covered by an average policy for personal property.~~

~~The Mutual's Master Insurance Policy covers the Mutual's buildings and common areas including properly permitted expansions, but for standard building materials only. It does not cover non-standard items such as upgraded doors, bay windows,~~

~~multi-pane windows, flooring, window treatments, special countertops, heat pumps/air conditioning, dishwashers, washer/dryers, microwaves, and other special appliances. Earthquake damage is not covered by the Mutual's policy.~~

PHYSICAL PROPERTY

RESCIND

Personal Property/Liability Insurance – Mutual Five

~~The HO6 condominium policy is generally recommended. The Mutual does not cover housing if shareholders are displaced from their unit. Shareholders should ensure that their policy provides for displacement living expenses.~~

~~Shareholders must be aware that the mutual master policy has a \$50,000 deductible for which the shareholder is liable. Additional insurance coverage to cover this deductible is highly recommended.~~

~~Shareholders must consult with a professional insurance agent that is knowledgeable about stock co-operatives to ensure that they are sufficiently covered in case of a loss.~~

**MUTUAL
FIVE:**

**RATIFIED
01-15-2020**

**ADOPTION
12-18-19**

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: APPROVAL OF MUTUAL MONTHLY FINANCES (NEW BUSINESS, ITEM A)
DATE: JANUARY 18, 2023
CC: MUTUAL FILE

I move to acknowledge, per the requirements of the Civil Code Section 5500(a)-(f), a review of the reconciliations of the operating and reserve accounts, operating revenues and expenses compared to the current year's budget, statements prepared by the financial institutions where the Mutual has its operating and reserve accounts, an income and expense statement for the Mutual's operating and reserve accounts, the check registers, monthly general ledger and delinquent assessment receivable reports for the month of November and December 2022.

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO ADOPT FORM 05-7414-4 – MAINTENANCE, REPAIR, REPLACEMENT, AND INDEMNITY AGREEMENT REGARDING THE INSTALLATION OF A SOLAR SYSTEM (NEW BUSINESS, ITEM B)
DATE: JANUARY 18, 2023
CC: MUTUAL FILE

I move to adopt form 05-7414-4 – Maintenance, Repair, Replacement, and Indemnity Agreement regarding the Installation of a Solar System prepared by Mutual Attorney on a preliminary basis until the 28-day posting period is completed. A decision on the rule changes by the Board of Directors will be made at the next scheduled monthly meeting after consideration of all shareholder comments.

SEAL BEACH MUTUAL NO. FIVE

Solar Panel Maintenance, Repair, Replacement Indemnity Agreement

ADOPT

**MAINTENANCE, REPAIR, REPLACEMENT AND INDEMNITY AGREEMENT
REGARDING THE INSTALLATION OF A SOLAR ENERGY SYSTEM AT:**

Street Address _____ Building _____ Unit

**THIS AGREEMENT (“Agreement”) is effective when fully executed and notarized by
Leisure World Seal Beach Mutual No. Five (“Mutual”) and**

**_____ :
(Shareholder’s Name)**

**Mutual is an association, as defined by Civil Code §4080 created to manage a common
interest development known as Seal Beach Mutual No. Five consisting of that certain real
property located in Leisure World Seal Beach, Seal Beach, California (“the Property”).**

**This Agreement is subject to the Mutual’s governing documents, including, without
limitation, its Bylaws, and Occupancy Agreement. Shareholder is the sole record fee title
owner of dwelling unit within the Property.**

**Shareholder has submitted an Architectural Request Form, with plans and specifications,
to the Mutual seeking approval for the installation of a solar energy system upon the
Common Area roof directly above the Unit, as reflected in the records of the Mutual, and
the Mutual has considered the application and has conditionally approved the installation
of the system in such location upon such terms and conditions in Conditions of Approval
of _____ Architectural Application of _____ (Shareholder)
_____, a copy of which is attached hereto
as Exhibit A and incorporated by reference.**

**One of the conditions of approval is that Shareholder execute this Agreement which
contains those terms and conditions that are affecting real property and will run with the
land as equitable servitudes and be binding on Shareholder and all future successive
owners of the Unit during the respective periods of their record ownership.**

Now therefore, Mutual and Shareholder covenant and agree as follows:

- 1. Shareholder – Definition. For the purposes of this Agreement, “Shareholder” means
all current shareholders of record of the Unit, as of the date this document is
recorded, any future shareholders of record of the Unit who take ownership at any
time on or after the date this Agreement is signed, and all heirs, executors, personal
representatives, successors, transferees, and assigns, of any current or future
owner of the Unit.**
- 2. Conformance to Plans. Installation and any reinstallation of the Solar Energy
System must be completed according to the plans submitted with the architectural**

SEAL BEACH MUTUAL NO. FIVE**Solar Panel Maintenance, Repair, Replacement Indemnity Agreement****ADOPT**

45 request and not otherwise, including, without limitation, the placement of solar
 46 panels as designated on the approved solar panel allocation drawing. Installation
 47 must not interfere with any maintenance, repair, or replacement obligations of the
 48 Mutual.

- 49
- 50 3. **Governing Documents.** Each Shareholder, during his period of ownership, must
 51 comply with all provisions of the Mutual's current and future governing documents
 52 as they may bear on the Solar Energy System.
- 53
- 54 4. **Contractors.** All maintenance, repair, replacement or removal of the Solar Energy
 55 System must be performed by licensed contractors hired by an Shareholder, with a
 56 license entitling them to do the work they are to perform. Such licensed contractors
 57 must carry one or more commercial liability insurance policies with coverage limits
 58 of at least one million dollars (\$1,000,000) combined single limit per occurrence for
 59 personal injury and property damage, workers' compensation in such amounts
 60 required by law, and one or more automobile insurance policies with coverage
 61 limits of at least one million dollars (\$1,000,000) combined single limit per
 62 occurrence for personal injury and property damage for any vehicle to be driven on
 63 Mutual property. Any subcontractors of a general contractor must carry the same
 64 types of insurance policies with the same coverage. Each Shareholder must provide
 65 the Board with proof of such policies before construction begins. All contractors
 66 performing any work on the Solar Energy System must be notified of and abide by
 67 the Mutual's parking and construction rules subject to any exceptions granted by
 68 the Board of Directors to facilitate the work.
- 69
- 70 5. **Permits.** Each Shareholder and/or its contractors must obtain and comply with all
 71 necessary City and County building permits, inspections and required approvals
 72 prior to, during, and in connection with any use, installation, maintenance, repair,
 73 replacement and/or removal of the Solar Energy System. A permit must also be
 74 obtained from Physical Properties department of Golden Rain Foundation.
- 75
- 76 6. **Initial Leak Check.** Immediately following the initial installation or any reinstallation
 77 of the Solar Energy System, at the sole expense of the Shareholder(s) of record, a
 78 contractor must inspect the roof for damage and water test for any leaks at any
 79 points where the Solar Energy System is attached to the roof. Any roof damage, or
 80 leaks, or damage cause by leaks, resulting from the initial installation, use or
 81 reinstallation of the Solar Energy System must be immediately repaired by a
 82 qualified licensed, insured and bonded contractor, at the sole expense of the
 83 Shareholder(s) of record. The contractor must certify to the Mutual either that the
 84 inspection revealed no damage and no leaks or that any leaks and/or damage
 85 located were successfully repaired.
- 86
- 87 7. **Ownership and Care.** The Solar Energy System will be owned by and remain the
 88 property of the Shareholder(s) of record of the Unit during the Shareholder's period
 89 of ownership of the Unit. Any Shareholder(s) of record of the Unit are solely

(Jan 2023)

SEAL BEACH MUTUAL NO. FIVE**Solar Panel Maintenance, Repair, Replacement Indemnity Agreement****ADOPT**

90 responsible for the installation, maintenance, repair, replacement and removal of
 91 the Solar Energy System, and all associated costs and expenses, during the
 92 Shareholder's period of record ownership except that routine cleaning of the
 93 System must be performed by LW Service Maintenance, an LW approved vendor,
 94 or the contractor who installed the System each as shareholders expense. The Solar
 95 Energy System must be periodically inspected and maintained by the
 96 Shareholder(s) of record of the Unit, during the Shareholders' period of record
 97 ownership, in the manner recommended by the manufacturer, provider, and/or
 98 installer of the Solar Energy System and in first class condition and working order.
 99

100 8. Annual Leak Inspection. At the sole expense of any Shareholder(s) of record, during
 101 the Shareholders' period of record ownership, the Solar Energy System and the
 102 portion of the Common Area roof upon which the Solar Energy System is installed,
 103 will be inspected annually, during the months of July or August, for any damage
 104 and water tested for any leaks at all points where the Solar Energy System is
 105 attached to the roof. Any roof damage, or leaks, or damage cause by leaks, resulting
 106 from the initial installation, use or reinstallation of the Solar Energy System must
 107 be immediately repaired by a qualified licensed, insured and bonded contractor, at
 108 the sole expense of the Shareholder(s) of record. The contractor must certify to the
 109 Mutual either that the inspection revealed no damage and no leaks or that any leaks
 110 and/or damage located were successfully repaired.
 111

112 9. Access for Repairs. The Mutual is granted full right of access beneath, over and
 113 around the Solar Energy System to conduct Common Area and/or roof
 114 maintenance, repairs and replacement required by the CC&Rs. If Common Area
 115 maintenance, repairs and replacement cannot safely be undertaken or completed
 116 with the Solar Energy System in place, the Shareholder(s) of record of the Unit,
 117 during their period of record ownership, at the Shareholders' sole expense, will
 118 disable, disconnect or remove the entire Solar Energy System, or any portion
 119 thereof, necessary to allow the Mutual to conduct required Common Area
 120 maintenance, repairs and replacement. The Solar Energy System may thereafter be
 121 replaced by the Shareholder(s) of record, during the Shareholders' period of record
 122 ownership, at the Shareholders' sole expense. Any removal or replacement of the
 123 Solar Energy System will be subject to and comply with all other conditions of this
 124 Agreement.
 125

126 10. Removal. If the Solar Energy System is no longer desired, or must be removed,
 127 Shareholder will remove the Solar Energy System and all components thereof and
 128 restore all portions of the Common Area to the condition they were in before the
 129 Solar Energy System was installed.
 130

131 11. Code and Law Compliance. All installation, maintenance, repair, replacement and
 132 removal of, or other work performed on, the Solar Energy System will comply with
 133 all Building Code, Municipal Code, or other legal requirements, and will be done
 134 under any building or other permits and inspections required by the City of Seal

(Jan 2023)

SEAL BEACH MUTUAL NO. FIVE**Solar Panel Maintenance, Repair, Replacement Indemnity Agreement****ADOPT**

135 Beach, County of Orange, State of California, or any other municipality or
 136 governmental agency imposing any requirements.
 137

138 **12. Health and Safety Compliance.** The Solar Energy System must meet all health and
 139 safety standards and requirements imposed by state and local permitting
 140 authorities, consistent with Section 65850.5 of the Government Code. The Solar
 141 Energy System must meet all safety and performance standards of the California
 142 Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited
 143 testing laboratories, such as Underwriters Laboratories. Where applicable, the Solar
 144 Energy System must comply with the rules of the Public Utilities Commission
 145 regarding safety and reliability.
 146

147 **13. Architectural Approval.** Any installation, maintenance, repair, replacement, removal
 148 of, or other work performed on, the Solar Energy System requires approval of the
 149 Board of Directors of the Mutual, as provided for in the Mutual's governing
 150 documents.
 151

152 **14. Insurance.** Regardless of any insurance policy held by the Mutual which may cover
 153 personal injuries or property damage or other losses arising from or concerning the
 154 use, failure, malfunction, installation, maintenance, repair, replacement and/or
 155 removal of the Shareholder's Solar Energy System, each Shareholder must
 156 maintain in full force and effect a homeowner's liability policy covering any claims,
 157 liabilities, and/or causes of action for personal injuries or property damage or other
 158 losses arising from or concerning the use, failure, malfunction, installation,
 159 maintenance, repair, replacement and/or removal of the Solar Energy System. The
 160 insurance policy must: (i) have policy limits of at least one million dollars
 161 (\$1,000,000) combined single limit per occurrence for personal injury and property
 162 damage, (ii) be primary and non-contributing with the Mutual's insurance policies,
 163 (iii) remain in effect at all times and require thirty (30) days' prior written notice to
 164 the Mutual of any cancellation, termination or expiration thereof, and (iv) to the
 165 extent available, name the Mutual as an additional insured. The Shareholder must
 166 present the Board with proof of such policy within 14 days of installation.
 167

168 **15. Liability for Damage from System.** Shareholder(s) of record are solely responsible
 169 to install, remove, repair, maintain, and replace the System must bear all costs
 170 therefor. Shareholder(s) of record are also liable for all costs of maintenance, repair,
 171 and replacement of any portion of the building damaged or affected by the
 172 installation, removal, repair, maintenance, replacement and/or use of the System.
 173 This includes, without limitation, (1) damage to the roof, framing/structural
 174 components, roof covering, shingles, eaves, gutters, and any other part of the
 175 building that may be penetrated or otherwise affected by any activity or use
 176 involving the System, (2) damage from water leaks and/or resulting mold that
 177 develops due to those leaks, (3) damage from any fires and/or (4) any other property
 178 damage or personal injury caused by and/or resulting from such installation,
 179 removal, repair, maintenance, replacement and/or use of the System.

(Jan 2023)

SEAL BEACH MUTUAL NO. FIVE

Solar Panel Maintenance, Repair, Replacement Indemnity Agreement

ADOPT

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16. Hold Harmless, Defend and Indemnify. Each Shareholder, during their period of ownership, is responsible for, and will hold harmless, defend and indemnify the Mutual, and each of the Mutual’s past, present and future officers, directors, employees, agents, and members, and each of them, from any and all claims, liabilities, and/or cause of action, for personal injuries, property damage, attorneys’ fees and costs, and any other losses of any kind, which arise from or concern or are related to the use, failure, malfunction, maintenance, repair, replacement and/or removal of the Solar Energy System and/or any component thereof, whenever such claims, liabilities, causes of action, injuries, damages and/or expenses occur, except when caused by or resulting from the willful misconduct of the Mutual, its officers, directors, or employees, or any member of the Mutual.

17. Attorneys’ Fees. The prevailing party in any legal action to enforce this Agreement will be awarded reasonable attorney’s fees and costs.

18. Agreement Runs with the Land. This Agreement runs with the land as an enforceable equitable servitude and is binding upon the current Shareholder, the Unit and all future, successive Shareholders of the Unit.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective upon full execution and notarization.

Dated: _____

LEISURE WORLD SEAL BEACH MUTUAL NO. FIVE

By: Mutual Five President

Dated: _____

Shareholder Signature

Document History
Adopted: 15 Dec 2019 Amended:

Keywords: Solar Panel Maintenance Repair Replacement Indemnity Agreement

216

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO END THE DISTRIBUTION OF MONTHLY MEETING MINUTES TO MUTUAL FIVE'S BUILDINGS (NEW BUSINESS, ITEM C)
DATE: JANUARY 18, 2023
CC: MUTUAL FILE

I move to end the distribution of monthly meeting minutes to Mutual Five's buildings.

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO AMEND RULE 05-7403-1 BUILDING ALTERATIONS AND ADDITIONS (NEW BUSINESS, ITEM D)
DATE: JANUARY 18, 2023
CC: MUTUAL FILE

I move to propose a rule change by amending Rule 05-7403-1 Building Alterations and Additions on a preliminary basis until the 28-day posting period is completed. A decision on the rule changes by the Board of Directors will be made at the next scheduled monthly meeting after consideration of all shareholder comments.

SEAL BEACH MUTUAL NO. FIVE**AMEND****Mutual Operations****Physical Property – Building Alterations and Additions****1. Construction Permit**

A GRF permit for alterations or additions to buildings in Mutual 5 will not be issued by the Physical Property Department until a written, signed proposal and contract between the shareholder and the contractor have been presented to the Physical Property Department along with the application for issuance of a building permit.

- 1.1. The application must contain the following information:
 - 1.1.1. The work to be done by the contractor.
 - 1.1.2. The fee for the proposed work.
 - 1.1.3. The start date and completion date for the work.
- 1.2. Mutual Five requires the signature of the Mutual president or chair of the physical property committee on any building permit, building plan, or change order issued for unit remodeling. In their absence, those documents may be signed by any officer of the Mutual 5 board.

2. Contractor License Requirements

- 2.1. Shareholders undertaking any modification of their units, with the exception of interior painting, window treatments and closet interiors, must employ a state-licensed contractor.
- 2.2. The Physical Property Office makes available to shareholders a list of contractors who have proper license credentials and who have presented evidence of adequate liability and Worker's Compensation Insurance to perform work in the City of Seal Beach. Inclusion on this list of contractors does not constitute a recommendation, approval, or warranty as to the contractor's ability to perform, quality of work, reputation in the community or other such considerations for hiring a contractor that shareholders are required to judge for themselves.

3. Electrical Upgrades

- 3.1 Any electrical additions or electrical changes that increase the electrical load or number of circuits on the existing electrical panel will require upgrading the service panel at the shareholder's expense.

4. Notification of Remodeling

- 4.1. The contractor of record for a remodeling project must notify all adjacent apartments sharing common entryways at least 24 hours before work is to begin of the intent and scope of all proposed work. Adjacent residents unable to be notified will have a letter mailed to them indicating the intent and scope of remodeling work to be performed.

SEAL BEACH MUTUAL NO. FIVE**AMEND****Mutual Operations****Physical Property – Building Alterations and Additions**

- 4.2. A record of all such notifications will be maintained by the Physical Property Department.

5. Limitation of Work Hours

Any contractor engaged by a Mutual 5 shareholder to perform interior or exterior remodeling, and/or install or remove equipment or appliances in their units, shall do so only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

6. Penalty for Construction Delay

- 6.1. A penalty of \$100 per day shall be assessed to the contractor by the Mutual for every calendar day that the construction exceeds the completion date as listed on the GRF permit. The affected shareholder will receive all penalty fees.
- 6.2. The Mutual Board, or its designee, may make an exception to the completion date and award an extension to the contractor without penalty due to unforeseen delays or problems.

7. Mutual Not Responsible for Damage

The Mutual is not responsible to any Shareholder, or any successor Shareholder, for any damage to any Unit with permitted upgrades, regardless of date of installation or cause of damage or failure.

Document History

Adopted: 17 Aug 2022 Action

Amended: 18 Jan 2023

Keywords: Building Alterations Additions

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO AUTHORIZE MUTUAL ADMINISTRATION TO MAIL OUT OPT-OUT NOTICES TO THE MUTUALS SHAREHOLDERS (NEW BUSINESS, ITEM E)
DATE: JANUARY 18, 2023
CC: MUTUAL FILE

I move to authorize Mutual Administration to mail out an Opt-Out Notice to Mutual 05 shareholders, allowing the shareholder to remove their name, property address, mailing address, and/or email address from the membership list, per Civil Code §5220 Membership List Opt-Out.

Mutual Corporation No. Five

Opt-Out Notice

A member may request that the Association provide him or her with a copy of the membership list(s), including the names, property address, mailing address and, as of January 1, 2020, the email address, of each member. The member's request must be in writing and must set forth the purpose for which the list(s) is requested, which purpose must be reasonably related to the requester's interests as a member of the Association. The Association will be obligated to provide the member with a copy of such membership list(s) unless it reasonably believes that the member will use the information for another purpose. **NOTE: If filed in previous years, you are not required to submit this notice again.**

Pursuant to Civil Code § 5220, a member can "opt out" of having his or her name and address(es) included on a membership list(s) which must be distributed to members upon request. If you would like to "opt out" of having your name and/or address(es) included on a membership list(s), please complete the following form and return by mail:

Mutual Administration
PO Box 2069, Seal Beach, CA 90740

OR

In-Person to
Stock Transfer
Administration Building A, Mail Drop-Box

Email to
MutualSecretaries@lwsb.com

To Whom It May Concern,

Please **REMOVE** the following information related to my Mutual _____ and Unit _____ from the Mutual's membership list in accordance with Civil Code § 5220 until further written notice from me:

(Check all that are applicable)

- Name
- Property Address
- Mailing Address
- Email Address

Date: _____

Print Name: _____

Signature: _____

Unit Address: _____

P. O. Box 2069, Seal Beach, California 90740 (562) 431-6586

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO AMEND THE NUMBERING OF EACH OF THE FOLLOWING LISTED POLICIES TO BE MUTUAL 05 RULES AND REGULATIONS USING THE FORMAT 05-7XXX-1 FOR RULES, 05-7XXX-3 FOR PROCEDURES, AND 05-7XXX-4 FOR FORMS (NEW BUSINESS, ITEM F)
DATE: JANUARY 18, 2023
CC: MUTUAL FILE

I move to amend the numbering of each of the following listed Policies to be Mutual 05 Rules and Regulations using the format 05-7XXX-1 for Rules, 05-7XXX-3 for Procedures, and 05-7XXX-4 for Forms: 05-7110-1 Code of Ethics, 05-7211-1 Proxy Form, 05-7306-1 Banking Resolution, 05-7405-1 Flooring and Floor Covering Permits, 05-7410-1 Unit Fire/Safety Inspection, 05-7426-1 SmartBurners, 05-7491-1 Roof Extensions, 05-7492-1 Padmount Transformers, 05-7503-1 Plumbing Stoppages, 05-7504-1 Lock Resolution, 05-7505-1 Maintenance Responsibility, 05-7508-1 Patio and Estate Sales and Forms, 05-7532-1 Smoking Regulations, 05-7549-3 Lockout Procedures, 05-7555-1 Visitors, 05-7556-1 Co-Occupant Not Allowed, 05-7570-1 Sign Resolution, 05-7575-1 Laundry Room Use, 05-7590-1 Feeding Wildlife, 05-7709-1 Intention to Withdraw, 05-7711-1 Stock and Membership Transfers Outside Escrow, 05-7712-1 Stock and Membership Transfers Affected by Escrow and 05-7731-1 Internal Dispute Resolution – IDR MU 05.

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RESCIND POLICIES 7491.05 – ROOF ACCESS, 7491.3 – RAIN GUTTERS, AND 7491.1 ROOF LEAKS (NEW BUSINESS, ITEM G)
DATE: JANUARY 18, 2023
CC: MUTUAL FILE

I move to propose a policy change by rescinding Policies 7491.05 – Roof Access, 7491.3 – Rain Gutters, and 7491.1 – Roof Leaks on a preliminary basis until the 28-day posting period is completed. A decision on the policy change by the Board of Directors will be made at the next scheduled monthly meeting after consideration of all shareholder comments.

MUTUAL OPERATION**PHYSICAL PROPERTY****RESCIND****Roof Access – Mutual Five**

~~Purpose: To protect the Mutual Five roofs from damage and premature wear by limiting the number of workmen and others on the roofs and protect the warranty.~~

~~No person shall access the roof of any Mutual Five building without the express permission and approval of the GRF Physical Property Department.~~

~~Emergency circumstances to protect persons or property, of course, preempt any and all such restrictions and limitations.~~

~~Access to the roofs for the following should be performed by authorized personnel only and may, in addition, require a GRF permit:~~

- ~~• Skylight repair, upgrade, and cleaning.~~
- ~~• TV antennas:

 - ~~a. Satellite installation for DirecTV shall be connected to the master multi-family dish.~~
 - ~~b. All others shall be pole mounted per Mutual Five standard. This includes garden poles of the type based on satellite line of sight. (See exhibit A, pg. 2)~~~~
- ~~• Gutter cleaning: shall not be done from the roof. (Except by qualified personnel.)~~
- ~~• Gutter guards: shall be installed, where necessary, by Mutual Five only.~~
- ~~• Holiday lights and decorations shall not be installed from or on the roof but may be attached to the gutters with plastic clips or to the fascia.~~
- ~~• Any foreign object landing on the roofs, as a result of a shareholders action, shall be removed by authorized personnel or Service Maintenance only, at the shareholder's expense.~~
- ~~• Roof access shall be points along the gutter where it is structurally attached to the building (where the nails are).~~
- ~~• Any antennas or other objects placed on any Mutual Five roof without a permit shall be removed at the shareholder's expense.~~

~~MUTUAL OPERATION~~

~~PHYSICAL PROPERTY~~

RESCIND

~~Roof Access – Mutual Five~~

~~Exhibit A: Pole Mounts~~



~~MUTUAL ADOPTION~~

~~FIVE: 12-20-17~~

MUTUAL OPERATIONS

PHYSICAL PROPERTY

RESCIND

Rain Gutters – Mutuals Five and Eleven Only

The following policy is in effect for shareholders who are having their apartments remodeled in Mutuals Five and Eleven.

- 1) — All rain gutters shall be replaced on remodeled apartments.
 - a) — A five-inch rain gutter shall be placed the entire length of the unit with no seams above the walkway (entryway).
 - b) — A 2 ¼ inch hole shall be drilled in the gutter and a proper downspout inserted. Caulking shall be done with Rainbuster Caulking or another approved caulking.
- 2) — Downspouts:
 - a) — One downspout is required on one-bedroom units.
 - b) — Two evenly spaced downspouts are required on two-bedroom units.
 - c) — The proper grade is to be on the lower downspout elbow, with extension over the flowerbed terminating at the outer edge of the scallop edging.

MUTUAL ADOPTION

FIVE: 18 May 05

ELEVEN: 01 Jan 06

(Jan 06)

MUTUAL OPERATIONS**PHYSICAL PROPERTY****RESCIND****Roof Leak Procedure****RESOLUTION:**

Mutual No. ____ hereby resolves to authorize the Service Maintenance Department to make roofing repairs if a roofing contractor fails to effect warranty repairs within fifteen (15) working days from notification by the Physical Property Department. The following procedure will be followed:

When a roof leak is reported by a resident, a Mutual Director or the Service Maintenance Department:

1. The leak is reported to the Physical Property Department, and recorded in the Roof Leaks Log.
2. The Physical Property Department Secretary reports the leak to the appropriate Inspector.
3. The Physical Property Inspector initiates a Roof Leak Report.
4. The Inspector determines whether the leak is under warranty and, if not, whether it is the responsibility of the Mutual or the resident.
 - a. If the leak is under warranty:
 1. The Inspector notifies, in writing, the contractor holding the warranty. The contractor is given a period of 15 working days to repair the leak.
 2. If the leak is not repaired within 15 working days by the contractor:
 - a. The inspector notifies the Service Maintenance Department to perform the work.
 - b. Upon completion, the Service Maintenance Department prepares a monthly status report on assigned roofs and issues a copy to the Mutual and Physical Property Department, and forwards an SRO to accounting to invoice the contractor.
 3. The Inspector notifies the Physical Property Department Secretary to record the job as complete in the Roof Leaks Log.
 - b. If the leak is not under warranty and is the responsibility of the Mutual:

MUTUAL OPERATIONS

PHYSICAL PROPERTY

RESCIND

Roof Leak Procedure

1. ~~The Inspector reports the leak to the Service Maintenance Department. The Service Maintenance Department performs the work; prepares a monthly status report on assigned roofs and issues a copy to the Mutual and Physical Property Departments; and generates a Service Repair Order and invoicing.~~
2. ~~The Inspector notifies the Department Secretary to record the job as complete in the Roof Leaks Log.~~

Mutual Six Only: Use the following Section b, Item 1:

b. If the leak is not under warranty and is the responsibility of the Mutual:

1. ~~The Inspector reports the leak to the Mutual President and the Service Maintenance Department is notified to repair the leak as soon as possible.~~

c. If the leak is not under warranty and is the responsibility of the resident:

1. ~~The Inspector sends a letter to the resident that the leak is their responsibility. A copy of the letter is sent to the Mutual President and to file.~~
2. ~~The Inspector notifies the Department Secretary to record the job as such in the Roof Leaks Log.~~

MUTUAL ADOPTION

ONE	04-26-01	NINE	04-09-01	rescinded 03-14-16
TWO	04-19-01	TEN	04-25-01	
THREE	04-13-01	ELEVEN	04-19-01	
FOUR	05-07-01	TWELVE	04-12-01	
FIVE	04-18-01	FOURTEEN	04-11-01	
SIX	04-24-01	FIFTEEN	04-16-01	
SEVEN	04-20-01	SIXTEEN	04-16-01	
EIGHT	04-23-01	SEVENTEEN	Not Applicable	

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE ADOPT RULE 05-7491-1 ROOF AND ATTIC ACCESS, ROOF LEAKS, GUTTERS, SATELLITE DISHES (NEW BUSINESS, ITEM H)
DATE: JANUARY 18, 2023
CC: MUTUAL FILE

I move to propose a rule change by adopting Rule 05-7491-1 – Roof and Attic Access, Roof Leaks, Gutters, Satellite dishes on a preliminary basis until the 28-day posting period is completed. A decision on the rule change by the board of Directors will be made at the next scheduled meeting after consideration of all shareholder comments.

SEAL BEACH MUTUAL NUMBER FIVE**Physical Property****ADOPT****Roof and Attic Access, Roof Leaks, Gutters, Satellite Dishes**

1 Purpose: To protect the Mutual Five roofs and attics from damage and premature wear by limiting the
 2 number of workmen and others on the roofs and in the attics and protect the warranty.
 3

1. Roof and Attic Access

4
 5
 6 a. No person shall access the roof or enter the attic of any Mutual Five building
 7 without the express permission and approval of the GRF Physical Property
 8 Department. The only person within this Physical Property Department who
 9 may give such permission or approval is the GRF Building Inspector or the
 10 GRF Physical Property Facilities Director, or their specific and assigned
 11 designees. This prohibition includes:

- 12
 13 i. Any Shareholder, even if such Shareholder is an occupant of the
 14 building whose roof or attic is being accessed;
 15 ii. Any other person related to, or associated with, any other resident or
 16 Shareholder such as a caregiver, a relative, or guest, and including
 17 any director sitting on the Mutual Board, including any two or more
 18 such directors in concert;
 19 iii. Any contractor of any sort for whom access had been requested or
 20 granted for an existing contract, any prior contract, or for the purpose
 21 of bidding on a future contract;
 22 iv. Any public official such as an inspector or other legal authority
 23 without proper, documented permission.

24
 25 b. Emergency circumstances to protect persons or property preempt any and
 26 all such restrictions and limitations.

27
 28 c. Shareholders with attic access in their units are not allowed to enter the attic
 29 and/or place any personal items in the attic space.

2. Access to the Roofs

30
 31 Should be performed by authorized personnel only and may, in addition, require a
 32 GRF permit.

33
 34
 35 a. Skylight repair and upgrades must be done by a GRF approved contractor
 36 with a permit.

37
 38 b. Skylight cleaning must be done by Service Maintenance at the shareholder's
 39 expense.

40 c. Satellite installation for DirecTV, Dish Network, or any other company shall

(Jan 2023)

SEAL BEACH MUTUAL NUMBER FIVE**Physical Property****ADOPT****Roof and Attic Access, Roof Leaks, Gutters, Satellite Dishes**

41 be connected to a satellite dish, or the master multi-family dish or wireless
 42 connections installed in the attic. All dishes must be installed at the end of
 43 the building. (See Satellite Dishes and Attic Cable Access).

- 44
- 45 d. Gutter cleaning shall be done annually by the Mutual Landscaper.
 46 Shareholders are not allowed to clean their own gutters.
- 47
- 48 e. Shareholders may not install gutter guards.
- 49
- 50 f. Gutter guards shall be installed, where necessary, by Mutual Five only.
- 51
- 52 g. Holiday lights and decorations shall not be installed from or on the roof but
 53 may be attached to the gutters with plastic clips or to the fascia.
- 54
- 55 h. Any foreign object landing on the roofs, as a result of a shareholder's action,
 56 shall be removed by authorized personnel or Service Maintenance only, at
 57 the shareholder's expense.
- 58
- 59 i. Antennas or other objects are prohibited on any Mutual Five roof and shall
 60 be removed at the shareholder's expense.

61

62 **3. Roof Leak Procedures**

- 63
- 64 a. Mutual Five will authorize the Service Maintenance Department to make
 65 roofing repairs if a roofing contractor fails to effect warranty repairs within
 66 fifteen (15) working days from notification by the Physical Property
 67 Department. The following procedure will be followed.

68

69 **4. When a Roof Leak is Reported**

70 When a roof leak is reported by a resident, a Mutual Director, or the Service
 71 Maintenance Department:

- 72
- 73 a. The leak is reported to the Physical Property Department, and recorded in the
 74 Roof Leaks Log.
- 75
- 76 b. The Physical Property Department Secretary reports the leak to the
 77 appropriate Inspector.
- 78
- 79 c. The Physical Property Inspector initiates a Roof Leak Report.
- 80 d. The Inspector determines whether the leak is under warranty and, if not,

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whether it is the responsibility of the Mutual or the resident.

e. If the leak is under warranty

i. The Inspector notifies, in writing, the contractor holding the warranty. The contractor is given a period of 15 working days to repair the leak.

ii. If the leak is not repaired within 15 working days by the contractor:

1. The inspector notifies the Service Maintenance Department to perform the work.

2. Upon completion, the Service Maintenance Department prepares a monthly status report on assigned roofs and issues a copy to the Mutual and Physical Property Department and forwards an SRO to accounting to invoice the contractor.

iii. The Inspector notifies the Physical Property Department Secretary to record the job as complete in the Roof Leaks Log.

f. If the leak is not under warranty and is the responsibility of the Mutual:

i. The Inspector reports the leak to the Service Maintenance Department. The Service Maintenance Department performs the work; prepares a monthly status report on assigned roofs and issues a copy to the Mutual and Physical Property Departments; and generates a Service Repair Order and invoicing.

ii. The Inspector notifies the Department Secretary to record the job as complete in the Roof Leaks Log.

g. If the leak is not under warranty and is the responsibility of the resident:

i. Shareholders must report any sign of a leak immediately. Failure to do so could result in the leak being repaired at the shareholder's expense.

ii. A letter will be sent to notify the resident of that the leak is their responsibility. A copy of the letter is sent to the Mutual President and to file.

iii. The Inspector notifies the Department Secretary to record the job as such in the Roof Leaks Log.

5. Gutters

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a. New Seamless Gutters

- i. A patch to a gutter is not permitted in any remodel which alters the gutter or moves a downspout. A contractor may reuse and modify the downspout. Full lengths of gutter without patches must be installed by the contractor. A contractor must contact the Mutual-approved roofer and have the roofer install full lengths of gutter without patches on new roofs that have gutters with one seam at the middle of the building. The install will be at least one half the entire length of the building without patches. Downspouts may be reused but will only be located as per the GRF Building Inspector's directions.
- ii. If there is any damage caused by the shareholder or any services employed by the shareholder, the shareholder will be required to replace the section per this Mutual policy.

b. Existing Old Gutters

- i. One downspout is required on one-bedroom units.
- ii. A five-inch rain gutter shall be placed the entire length of the unit with no seams above the walkway (entryway).
- iii. A 2¼ inch hole shall be drilled in the gutter and proper downspout inserted.
- iv. Two evenly spaced downspouts are required on two-bedroom units.
- v. The proper grade is to be on the lower downspout elbow. With extension over the flowerbed terminating at the outer edge of the mow strip edging on the garden.

6. Satellite Dishes and Attic Cable Access**Any Shareholder that wishes to install a satellite dish, must adhere to the following:**

- a. NO SATELLITE DISH MAY BE INSTALLED ON ANY ROOF, WALL, OR ANY PART OF A BUILDING WITHOUT FIRST OBTAINING A PERMIT FROM GRF PHYSICAL PROPERTIES.
- b. DIRECT ALL SATELLITE DISH INSTALLERS TO THE GRF OFFICE FOR PERMISSION AND INSTRUCTIONS ON INSTALLING SATELLITE DISHES.

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- 160 c. SHAREHOLDERS WILL BE HELD PERSONALLY LIABLE FOR ALL DAMAGE
 161 TO THE COMMON AREA AND BUILDINGD FROM IMPROPER SATELLITE
 162 DISH INSTALLATION AND MUST BEAR THE EXPENSE OF MOVING ANY
 163 IMPROPERLY LOCATED SATELLITE DISHES INSTALLED IN THE COMMON
 164 AREA OR ON ANY BUILDING.
- 165
- 166 d. Shareholder must ensure that the licensed company complies with all GRF
 167 Physical Property Department and Mutual Five's policies, rules and
 168 regulations.
- 169
- 170 e. Shareholder understands that the Mutual has the authority to remove the
 171 satellite dish at Shareholder's expense if a permit is not obtained from the
 172 Physical Property Department.
- 173
- 174 f. Any damage which may occur to the building or roof during installation, or
 175 during the operation of the satellite dish, is the responsibility of the
 176 Shareholder and will be paid by the Shareholder.
- 177
- 178 g. Shareholder must maintain the satellite dish in good condition, both
 179 aesthetically and functionally. Should Shareholder fail to maintain the
 180 satellite dish in good condition, the satellite dish will be removed at the
 181 Shareholder's expense.
- 182
- 183 h. Shareholder must remove the satellite dish upon the sale or transfer of Unit,
 184 at the Shareholder's expense, unless the purchaser of the Unit is willing to
 185 sign an indemnity and release agreement with the Mutual.
- 186
- 187 i. Shareholder's contractor must install and wire the satellite dish pursuant to
 188 the Mutual's requirements and conditions for a satellite dish.
- 189

190 7. Mutual Requirements and Conditions for a Satellite Dish; Mountain Locations;
 191 Cable Routing; Grounding

- 192
- 193 a. Obtain a GRF permit prior to the installation.
- 194
- 195 b. The size of the satellite dish is not to exceed one (1) meter (39.37 inches).
- 196
- 197 c. The southern view must not be obstructed at any time. There can be no
 198 obstructions, such as trees or structures, between the dish and the satellite.
 199 Seasonal foliage, future growth of existing trees, possible remodeling or

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additions to the Shareholder’s Unit or adjacent units and changes in landscaping must be considered when installing the satellite dish.

- d. All satellite dishes must be stable and secure and must be able to withstand winds.
- e. The installation of the satellite dish shall be done in accordance with the current National Electrical Code, installed by a licensed television company that meets all Foundation and Mutual insurance requirements.
- f. Direct roof mount is not allowed due to the required roof penetration.
- g. All entry points into the Unit and any and all test holes must be sealed with approved sealant to prevent water seeping into the Units.
- h. Penetration of Fire Wall, Fire-Resistive Wall Partitions and Floors.
 - i. Such penetrations shall be completed per the current Uniform Building Code.
 - ii. All openings made through a ceiling for penetrations such as cables, cable tracks, conduit, pipes, or tubing shall be protected with approved through-penetration fire stops.
- i. Local electrical installation codes and the current National Electrical Code require the satellite dish to be grounded.
- j. Satellite dishes will be mounted only on the ends of buildings in accordance with Mutual 5 policy and GRF standards, and a permit is required

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