

PLEASE DO NOT DROP INTO THE MAIL SLOTS

**MINUTES OF THE REGULAR MONTHLY MEETING OF THE
BOARD OF DIRECTORS
SEAL BEACH MUTUAL FIVE**

February 15, 2023

The Regular Monthly Meeting of the Board of Directors of Seal Beach Mutual Five was called to order by President DeRungs on Wednesday, February 15, 2023 at 9:03 a.m. followed by the Pledge of Allegiance led by President DeRungs via Zoom/Video Conference Call and Conference Room B.

ROLL CALL

Present: President DeRungs, Vice President Murphy, Secretary Gardner, Chief Financial Officer Cude, Director Powell, and Director Shannon (**all directors via zoom**).

Absent: Director Gould

GRF Representative: Mr. Thompson (**via zoom**)

Guests: One Mutual Five Shareholder (**via zoom**)
Three Mutual Five Shareholders (**in person**)

Staff: Mr. Meza, Building Inspector
Ms. Barua, Portfolio Specialist
Mr Jackson, Portfolio Specialist

SHAREHOLDER COMMENTS

No shareholders made a comment.

MINUTES

The Regular Meeting Minutes of January 18, 2023 were approved by general consent of the board to stand as presented.

GRF REPRESENTATIVE'S REPORT

GRF Representative Thompson provided GRF updates.

Following questions, Mr. Thompson left the meeting at 9:14 a.m.

BUILDING INSPECTOR'S REPORT

Building Inspector Meza presented his report (attached).

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

RESOLVED to approve the plan to replace current electrical panels to Zinsco Electrical Panels in Mutual Five, resolving to replace at a rate of 10 Zinsco Electrical Panels a year.

The MOTION passed unanimously with ROLL CALL vote.

Following questions, Mr. Meza left the meeting at 9:36 a.m.

UNFINISHED BUSINESS

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

RESOLVED to ratify proposed policy change by rescinding Policies 7491.05 – Roof Access, 7491.3 – Rain Gutters, and 7491.1 – Roof Leaks; 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 Vice President Murphy and seconded by Secretary Gardner, it was

RESOLVED to ratify proposed rule change by adopting Rule 05-7491-1 – Roof and Attic Access, Roof Leaks, Gutters, Satellite dishes; 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 Vice President Murphy and seconded by Secretary Gardner, it was

RESOLVED to ratify adopting Form 05-7414-4 – Maintenance, Repair, Replacement, and Indemnity Agreement regarding the Installation of a Solar System prepared by Mutual Attorney; 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 Vice President Murphy and seconded by Secretary Gardner, it was

RESOLVED to ratify proposed rule change by amending Rule 05-7403-1 Building Alterations and Additions; the 28-day posting requirement has been met.

The MOTION passed unanimously with ROLL CALL vote.

NEW BUSINESS

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

RESOLVED 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 January 2023.

The MOTION passed unanimously with ROLL CALL vote.

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

RESOLVED to end the distribution of monthly meeting minutes on clipboards to every Mutual Five building for individual shareholders.

The MOTION passed with Five "yes" votes (DeRungs, Murphy, Gardner, Powell, Shannon) and one "no" Vote (Cude) with ROLL CALL vote.

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

RESOLVED to authorize Building Inspector to obtain updated pricing from Roofing Standards for buildings 96, 97, 107, 112, 123, and 125.

The MOTION passed unanimously with ROLL CALL vote.

SECRETARY / CORRESPONDENCE

No correspondence received.

CHIEF FINANCIAL OFFICER'S REPORT

Chief Financial Officer Cude presented his report (attached).

PRESIDENT'S REPORT

President DeRungs provided an update. (Attached)

PORTFOLIO SPECIALIST'S REPORT

Portfolio Specialist Barua presented her report (attached).

ANNOUNCEMENTS

- a. **NEXT MEETING:** Wednesday, March 15, 2023, at 9:00 a.m. via Zoom/Video Conference Call and Conference Room B.

COMMITTEE REPORTS

Landscape

No report was presented.

Physical Property

No report was presented.

Laundry Rooms/Emergency Information

No report was presented.

DIRECTORS' COMMENTS

No Directors made comments.

ADJOURNMENT

President DeRungs adjourned the meeting at 10:10 a.m. and announced that there would be an Executive Session following the meeting to discuss members issues.

EXECUTIVE SESSION SUMMARY

The Board met in Executive Session on Wednesday, February 15, 2023, at 10:31 a.m., and took the following actions:

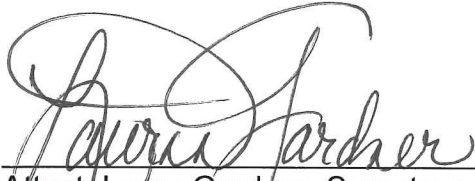
The board approved the Regular Executive Session Minutes of January 18, 2023

1. Legal Matters
 - a. One legal matters were discussed.
2. Contracts
 - a. No contracts were discussed.
3. Assessments / Delinquencies
 - a. Several letters were drafted.
 - b. Several accounts to monitor.
 - c. Several accounts were closed.
4. Disciplinary Hearings
 - a. No disciplinary hearings occurred.

**BOARD OF DIRECTORS
MUTUAL FIVE**

February 15, 2023

The Executive Session was adjourned at 11:25 a.m.

A handwritten signature in cursive script, appearing to read "Laura Gardner", written over a horizontal line.

Attest, Laura Gardner, Secretary
SEAL BEACH MUTUAL FIVE
RB/AJ 02/15/23
Attachments

INSPECTOR MONTHLY MUTUAL REPORT

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

PERMIT ACTIVITY

UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	PERMIT ISSUE	COMP. DATE	Improvement Values	RECENT INSPECTION	CONTRACTOR
95-G	UNIT REMODEL	BOTH	11/20/22	03/15/23	\$138,700	FRAM, ELEC 01/26/23	JC KRESS
70-F	ELECTRICAL WORK	BOTH	11/01/22	01/30/23	\$750	FINAL 01/26/23	CJ CONSTRUCTION
118-F	ROOM ADDITION	BOTH	11/10/23	04/30/23	\$88,000		MP CONSTRUCTION
98-C	COUNTERS/ WASH/DRYER	BOTH	11/12/22	03/30/23	\$20,000	PLUMB, ELEC 02/01/23	MP CONSTRUCTION
113-A	COUNTERTOP KIT	BOTH	11/14/22	12/10/22	\$9,350	WAITING ON CONTRACTOR	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	FINAL 01/11/2023	CUSTOM GLASS
72-J	FLOORING	GRF	01/15/23	02/28/23	\$4,625		KARYS CARPET
102-K	PORCH FLOORING	GRF	01/16/23	02/16/23	\$1,188		CORNERSTONE FLOORS
115-F	LOWER STORAGE CABINET	GRF	01/20/23	02/26/23	\$1,100		VICKERS CONSTRUCTION
115-F	ELECTRICAL OUTLETS	BOTH	01/26/23	03/01/23	\$1,450		VICKERS CONSTRUCTION
116-K	LOWER STORAGE CABINET	GRF	01/30/23	03/01/23	\$950		VICKERS CONSTRUCTION
113-D	HEAT PUMP	BOTH	02/13/23	05/13/23	\$7,835		GREENWOOD
116-A	SHOWER REMODEL	BOTH	01/30/23	05/18/23	\$23,450		LOS AL BUILDERS
112-C	UNIT ABATEMENT	GRF	02/07/23	02/09/23	\$3,200		UNIVERSAL ABATEMENT

ESCROW ACTIVITY

Unit #	NMI	PLI	NBO	FI	FCOEI	ROF	ACTIVE	CLOSING	CLOSED
							8	2	0
101-B		06/21/22							
104-F		01/27/23							
105-I		12/13/22							
110-C		10/27/20							
115-F		10/13/22	01/10/23	01/11/23	1/26/2023				
116-E		12/06/22							
122-A		11/17/22							
122-E		10/21/22	01/03/23	01/03/23	01/17/23				
122-L		11/17/22							
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

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: (05) FIVE		INSPECTOR: Mike Meza
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MUTUAL BOARD MEETING DATE:	February, 2023
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ROOFING PROJECT	Buildings 70, 100, 101, 113, 120
	Completed buildings: 70, 100, 101
	Starting building on 01/16/2023

MP CONSTRUCTION	10 Electrical panels
	Completed

SPECIAL PROJECTS

Contractor	Discription of Work
Roofing 2023	Buildings 96, 97, 107, 112, 123, 125

SHAREHOLDER AND MUTUAL REQUEST

105-K Termites in unit	Inspect mutual sidewalks
98-H Disposal not working	113 walk building for roofing project
95-B Bath room mirrior failing	
110-A Light issues	
71-B Skylight issues	
70-F Termite damage at windows	
123-C Broken window at 2nd bedroom	
121-B Questing regarding patio	
113-J Roof leak at living room	
113-C Contact contractor about solar panel	
102-I Question regarding new member inspection	
69-K Question about electrical	
103-G Resident wants copy of pre-listing	
118-L Inspect water damage at window	
112-B Inspect patio	
111-F Back to back disposal stoppage	
106-D Inspect roof leak	

P.O. Box 2069
Seal Beach CA 90740

Jan Actual	Jan Budget		2023 Y-T-D Actual	2023 Y-T-D Budget
154,005	154,006	Carrying Charges	154,005	154,006
73,122	73,122	Reserve Funding	73,122	73,122
227,127	227,128	Total Regular Assessments	227,127	227,128
1,092	109	Financial Income	1,092	109
3,175	7,256	Other Income	3,175	7,256
4,267	7,365	Total Other Income	4,267	7,365
231,394	234,493	Total Mutual Income	231,394	234,493
95,069	95,069	GRF Trust Maintenance Fee	95,069	95,069
12,462	17,412	Utilities	12,462	17,412
25	556	Professional Fees	25	556
0	25	Office Supplies	0	25
23,774	31,936	Outside Services	23,774	31,936
18,651	16,373	Taxes & Insurance	18,651	16,373
73,122	73,122	Contributions to Reserves	73,122	73,122
223,102	234,493	Total Expenses Before Off-Budget	223,102	234,493
8,292	0	Excess Inc/(Exp) Before Off-Budget	8,292	0
15,559	0	Depreciation Expense	15,559	0
(7,267)	0	Excess Inc/(Exp) After Off-Budget	(7,267)	0
		Restricted Reserves		
3,702	0	Appliance Reserve Equity	28,197	0
690	0	Painting Reserve	318,954	0
0	0	Contingency Operating Equity	65,520	0
41,709	0	Roofing Reserve	653,173	0
0	0	Emergency Reserve Equity	77,925	0
20,410	0	Infrastructure Reserve	174,931	0
66,511	0	Total Restricted Reserves	1,318,700	0

MUTUAL 5 - January 31, 2023 FINANCIAL REPORT SUMMARY

JANUARY Highlights:

Line No. **JANUARY Highlights:** [Please refer to the Monthly Financial Statement (MFS) for more details and page Nos.]

1 January financials, pages 1-5 and 16 of the MFS, show that M-5 is under budget with excess income of \$8,292. The only expense over budget was Property & Liability Insurance; and, that is expected to continue for the next nine months and is because of the method of writing off that expense in the MFS. Please see the Note on the next page.

On the Revenue side, we were under budget in Buyer's Premium Income and Inspection Fees by \$3,698 as shown on page 5 of the MFS.

2 GRF Accounting Department is about four months behind processing M-5 SRO's. We have been informed it is short staffed, new employees have been hired, backlog is being worked on, and no estimate has been given when the backlog will be cleared. Following are stats taken from monthly statistical reports received by M-5:

Dates	No of SRO's	\$ Labor Costs	\$ Parts Cost	
12-31-2020	77	\$5,078	\$683	
12-31-2022	244	\$17,663	\$7,593	Oldest SRO: 9-1-2022
1-31-2023	337	\$21,829	\$13,006	Oldest SRO: 9-1-2022

3 Investment Portfolio: please see page 15 (hand written number at the bottom of page) of the MFS to see how the reserve Funds are invested. Most of the available cash is in money-market accounts with a 0.005% interest rate. The remainder is in CD's with 4.3% and 4.4% interest rates. **Accrued interest at the end of the month is \$3,250.01.**

ENDING BALANCE BANK ACCOUNTS

4	RESTRICTED RESERVES (acct ending...9690)	1,586,020.25
5	NON-RESTRICTED RESERVES (acct ending...3364)	282,886.95
6	CHECKING ACCOUNT (acct ending...3181) adjusted for outstanding checks	55,369.06
7	M5 INVESTMENTS (US Bancorp Investments)	300,000.00

ENDING BALANCE OF MAJOR RESERVES

Types	Ending Balance	S/H Contribution		MFS Page No.
		Monthly	per unit	
8 ROOFING After Project Commitments for 2022 ReRoofs	570,574.16	44,317.50	90.08	11
9 APPLIANCES	28,036.71	4,758.08	9.67	8
10 PAINTING	317,577.61	686.67	1.40	9
11 INFRASTRUCTURE	159,224.29	13,795.83	28.04	13
12 CONTINENCY OPERATING FUNDS	65,519.68	-	-	...
13 EMERGENCY RESERVES	77,925.03	-	-	12
	1,218,857.48	63,558.08	129.18	

INCOME AND EXPENSES

From Monthly Financial Statement Pages 4, 5, 16	JANUARY Actual	JANUARY Budget	JANUARY Variance	2023 YTD Actual	2023 YTD Budget	MFS Page No.
14 MUTUAL TOTAL INCOME	231,394	234,493	(3,099)	231,394	234,493	5, 16
15 CONTRIBUTION TO RESERVES	73,122	73,122	-	73,122	73,122	4, 5, 16
16 EXPENSES *	54,911	66,302	11,391	54,911	66,302	4
17 EXCESS INCOME over(under) EXPENSES	8,292			8,292		5, 16

* Operating Expenses Do Not include reserve funded projects or GRF Carrying Charges Transfer.

Line #	Date of Work	Location	2023 Project Cost	Date of Payments	Remarks
17					
18	Sept 2022	Concrete Walks: Bldg. 100F *	7,737.00	9/14/22	Total project cost was \$11,682.00.
19					
20					
21					
22					
23					
24					
25		* Infrastructure Reserves for Concrete			
26		Walks/Drains for 2023			
27		Total to Date:	7,737.00	2023 Budget: \$100,000	

Please Use Water Wisely! The More WATER We Save, The More MONEY We Save!

Fees Collected	Monthly Budget	Jan '23	Dec '22	Nov '22	Oct '22	Sep '22	Aug '22	Jul '22	Jun '22	May '22
Buyer's Premium	2,500	750	3,750	750	1,500	2,250	1,500	750	3,000	3,000
Inspection Fees	4,700	2,400	6,000	2,400	1,200	1,200	2,400	4,800	4,800	3,600
Transfer Fee						250	250			

NOTE:

For P&L Insurance, the policy year begins in November each year and a large deposit is needed up front and is collected in advance by recording higher expenses (9.5% of total budget) for the first nine months of the year and a smaller amount (2.5% of total) over the last three months of the calendar year. At year end, it all averages out.

ROOFING PROJECTS 2023 Budget Year (Construction in _____)

Building No. and Type	Roof Type	Roof SQ	Cost (\$) per SQ	Contract Cost (\$)
96 2 Bedrooms	Low Slope			
97 2 Bedrooms Laundry Room	High Slope			
107 2 Bedrooms Laundry Room	High Slope			
112 2 Bedrooms Laundry Room	High Slope			
123 1 & 2 Bedrooms Laundry Room	Low Pitch			
125 1 & 2 Bedrooms	Low Pitch			
TOTAL				0

ROOFING PROJECTS 2022 Budget Year (Start date: September 13, 2022 | Finish 3 - __ - 23)

Building No. and Type	Roof Type	Roof SQ	Cost (\$) per SQ	Contract Cost (\$)
113 2 Bedrooms (5) (Order of construction)	Low Slope	153	941	143,973
120 1 and 2 Bedrooms (4)	Low Slope	123	941	115,743
100 2 Bedrooms (3) Completed	Low Slope	153	941	143,973
101 2 Bedrooms (2) Completed	Low Slope	153	941	143,973
70 2 Bedrooms (1) Completed	Low Slope	153	941	143,973
TOTAL		11,527.25		691,635

Avg Cost/Apt = \$11,527

SUMMARY FOR REFERENCE—2023 OPERATING BUDGET

3

Line #

51 **EXPECTED MONTHLY M5 HOA Income: \$132,057.72** (\$268.41/month X 492 UNITS)

1-31-23

52 **M5 HOA Fees per month per unit: \$268.41** (increase of \$29.74) for year 2023

53 **GRF HOA Fees per month per unit: \$193.23** (increase of \$21.20) for year 2023

2023 OPERATING BUDGET

	Monthly-Average \$ per Unit	Yearly-Total \$ for 492 Units	Total \$ Change From 2022 to 2023
54 OPERATING EXPENSES	134.76	795,622	56,677
55 OPERATING INCOME	14.97	88,382	(4,133)
56 NET OPERATING COST	119.79	707,240	60,810
57 RESERVE FUNDING	148.62	877,461	114,764
58 Total Operating-Reserve	268.41	1,584,701	175,574

2023 RESERVE FUNDING DISTRIBUTION

	Project	Monthly-Average \$ per Unit	Yearly-Total \$ for 492 Units	Total Dollar Change
				Per Unit per Month
				From 2022 to 2023
59	APPLIANCE	8.78	51,861	(2.25)
60	PAINTING	1.40	8,280	1.40
61	ROOFING	96.95	572,400	9.50
62	INFRASTRUCTURE	41.48	244,920	19.62
63	TOTAL	148.62	877,461	26.03

*See Appendix B of M5 Budget

2023 LANDSCAPING BUDGET

	Monthly-Average \$ per Unit	Yearly-Total \$ for 492 Units	Total \$ Change From 2022 to 2023
64 LANDSCAPE-CONTRACT	29.70	185,031	15,114
65 LANDSCAPE-EXTRAS	3.39	18,007	(2,067)
66 LANDSCAPE-TREES	3.05	16,000	(2,007)
67 TOTAL	36.14	219,038	11,040

2023 SERVICE REQUEST ORDERS (SRO) BUDGET

	Average Monthly per Unit	Yearly Total for 492 Units	Total Dollar Change From 2022 to 2023
68 STANDARD SERVICE	\$19.14	\$113,003	\$9,978

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154,005	154,006	Carrying Charges	154,005	154,006
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41,709	0	Roofing Reserve	653,173	0
0	0	Emergency Reserve Equity	77,925	0
20,410	0	Infrastructure Reserve	174,931	0
66,511	0	Total Restricted Reserves	1,318,700	0

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Directors' Corner

LINDA DeRUNGS

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KEVIN POWELL

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Service Maintenance

Direct 562-431-3548

GRF Switchboard

562-431-6586

Billing

Ext. 330

Stock Transfer

Ext. 346

Mutual 5 Inspector

Ext. 397

February 2023 President's Report

COMPOSTING ADVICE AND IDEAS



Composting isn't as difficult as I imagined it would be. Here are some thoughts and ideas:

- My regular garbage container stays sweet smelling because there is no food.
- The special composting can seals tightly. I make fewer trips to the dumpsters now that I have 3 types of garbage:
1.Compost 2.Recycling 3.Regular Trash
- There are many 1.75-gallon bins and semi-transparent green bags available.
- Pictured is the OXO Brand Compost Bin I purchased, and one of the many brands of bags you can find on Amazon.
- Please embrace the compost regulation.
- Save our sewers! Don't put the compost in the garbage disposal.

CONTINUE FOLLOWING RULES REGARDING THE DROUGHT

Please do not call to complain about the condition of the grass. Some areas will be greener than others. Here are your guidelines for water use:

All shareholders are still allowed to water their gardens. Replace leaky garden hose; turn off your faucet tightly.

Flowers & plants have been removed from all tree circles so shareholders will not waste water maintaining them.

DO NOT use water to wash walkways and sidewalks; use a broom.

DO NOT water the grass in front of your unit even if it looks brown.

DO NOT turn on your garden hose and walk away. Make sure your personal garden irrigation system does not leak.

Call Service Maintenance if your garden faucet leaks; it will be repaired at no charge to the shareholder.

Call Service Maintenance to repair leaky plumbing and running toilets.

CURB-PARKING COMPLAINTS

Many shareholders call to complain about the shortage of curb parking in Mutual 5. Please consider that:

Leisure World was built in 1962 with one carport space per unit at a time when most retired Americans had just one automobile.

Some of our current shareholders have 2-3 automobiles and there are a limited number of spaces for rent.

A number of shareholders never use their carport space, preferring to park on a curb. This limits the space available for visitors, caregivers, work crews, and additional shareholder cars.

SOLUTIONS?

- All shareholders should use their carport space out of consideration of other shareholders.
- Please rent your space if you no longer have a car. Contact Director Shannon.
- Sell second cars or cars that are no longer being used.

PORTFOLIO SPECIALIST REPORT

February 2023

Election time is here!



If you wish to run for a director’s position on the Mutual Board and be included on the ballot for your Mutual election, please see the staff in the Stock Transfer Office in the Administration Building window on the first floor for a candidate’s application form.

Please see the 2023 GRF & Mutual Election and Annual Meeting Schedule in LW Weekly.



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	

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 or approved
 39 contractor at the shareholder's expense.
 40

(Jan 2023)

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

- 41 c. Satellite installation for DirecTV, Dish Network, or any other company shall
 42 be connected to a satellite dish, or the master multi-family dish or wireless
 43 connections installed in the attic. All dishes must be installed at the end of
 44 the building. (See Satellite Dishes and Attic Cable Access).
 45
 46 d. Gutter cleaning shall be done annually by the Mutual Landscaper.
 47 Shareholders are not allowed to clean their own gutters.
 48
 49 e. Shareholders may not install gutter guards.
 50
 51 f. Gutter guards shall be installed, where necessary, by Mutual Five only.
 52
 53 g. Holiday lights and decorations shall not be installed from or on the roof but
 54 may be attached to the gutters with plastic clips or to the fascia.
 55
 56 h. Any foreign object landing on the roofs, as a result of a shareholder's action,
 57 shall be removed by authorized personnel or Service Maintenance only, at
 58 the shareholder's expense.
 59
 60 i. Antennas or other objects are prohibited on any Mutual Five roof and shall
 61 be removed at the shareholder's expense.

3. Roof Leak Procedures

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 64
 65 a. Mutual Five will authorize the Service Maintenance Department to make
 66 roofing repairs if a roofing contractor fails to effect warranty repairs within
 67 fifteen (15) working days from notification by the Physical Property
 68 Department. The following procedure will be followed.
 69

4. When a Roof Leak is Reported

70
 71 When a roof leak is reported by a resident, a Mutual Director, or the Service
 72 Maintenance Department:
 73

- 74 a. The leak is reported to the Physical Property Department, and recorded in the
 75 Roof Leaks Log.
 76
 77 b. The Physical Property Department Secretary reports the leak to the
 78 appropriate Inspector.
 79
 80 c. The Physical Property Inspector initiates a Roof Leak Report.

(Jan 2023)

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

- 81 d. The Inspector determines whether the leak is under warranty and, if not,
 82 whether it is the responsibility of the Mutual or the resident.
- 83
- 84 e. If the leak is under warranty
- 85
- 86 i. The Inspector notifies, in writing, the contractor holding the warranty.
 87 The contractor is given a period of 15 working days to repair the leak.
- 88 ii. If the leak is not repaired within 15 working days by the contractor:
- 89
- 90 1. The inspector notifies the Service Maintenance Department to
 91 perform the work.
- 92
- 93 2. Upon completion, the Service Maintenance Department prepares
 94 a monthly status report on assigned roofs and issues a copy to
 95 the Mutual and Physical Property Department and forwards an
 96 SRO to accounting to invoice the contractor.
- 97
- 98 iii. The Inspector notifies the Physical Property Department Secretary to
 99 record the job as complete in the Roof Leaks Log.
- 100
- 101 f. If the leak is not under warranty and is the responsibility of the Mutual:
- 102
- 103 i. The Inspector reports the leak to the Service Maintenance Department.
 104 The Service Maintenance Department performs the work; prepares a
 105 monthly status report on assigned roofs and issues a copy to the
 106 Mutual and Physical Property Departments; and generates a Service
 107 Repair Order and invoicing.
- 108 ii. The Inspector notifies the Department Secretary to record the job as
 109 complete in the Roof Leaks Log.
- 110
- 111 g. If the leak is not under warranty and is the responsibility of the resident:
- 112
- 113 i. Shareholders must report any sign of a leak immediately. Failure to do
 114 so could result in the leak being repaired at the shareholder's expense.
- 115 ii. A letter will be sent to notify the resident of that the leak is their
 116 responsibility. A copy of the letter is sent to the Mutual President and
 117 to file.
- 118 iii. The Inspector notifies the Department Secretary to record the job as
 119 such in the Roof Leaks Log.
- 120

(Jan 2023)

SEAL BEACH MUTUAL NUMBER FIVE**Physical Property****ADOPT****Roof and Attic Access, Roof Leaks, Gutters, Satellite Dishes****5. Gutters****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 2¹/₄ 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.

(Jan 2023)

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

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- c. SHAREHOLDERS WILL BE HELD PERSONALLY LIABLE FOR ALL DAMAGE TO THE COMMON AREA AND BUILDINGS FROM IMPROPER SATELLITE DISH INSTALLATION AND MUST BEAR THE EXPENSE OF MOVING ANY IMPROPERLY LOCATED SATELLITE DISHES INSTALLED IN THE COMMON AREA OR ON ANY BUILDING.
 - d. Shareholder must ensure that the licensed company complies with all GRF Physical Property Department and Mutual Five's policies, rules and regulations.
 - e. Shareholder understands that the Mutual has the authority to remove the satellite dish at Shareholder's expense if a permit is not obtained from the Physical Property Department.
 - f. Any damage which may occur to the building or roof during installation, or during the operation of the satellite dish, is the responsibility of the Shareholder and will be paid by the Shareholder.
 - g. Shareholder must maintain the satellite dish in good condition, both aesthetically and functionally. Should Shareholder fail to maintain the satellite dish in good condition, the satellite dish will be removed at the Shareholder's expense.
 - h. Shareholder must remove the satellite dish upon the sale or transfer of Unit, at the Shareholder's expense, unless the purchaser of the Unit is willing to sign an indemnity and release agreement with the Mutual.
 - i. Shareholder's contractor must install and wire the satellite dish pursuant to the Mutual's requirements and conditions for a satellite dish.

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7. Mutual Requirements and Conditions for a Satellite Dish; Mounting Locations; Cable Routing; Grounding

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- a. Obtain a GRF permit prior to the installation.
 - b. The size of the satellite dish is not to exceed one (1) meter (39.37 inches).
 - c. The southern view must not be obstructed at any time. There can be no obstructions, such as trees or structures, between the dish and the satellite.

(Jan 2023)

SEAL BEACH MUTUAL NUMBER FIVE

Physical Property

ADOPT

Roof and Attic Access, Roof Leaks, Gutters, Satellite Dishes

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Seasonal foliage, future growth of existing trees, possible remodeling or 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

Document History

Adopted: 15 Jan 2023

Keywords: Roof Attic Leaks Gutters Satellite Dishes

231

(Jan 2023)

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

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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

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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.

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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

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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.

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Mutual Operations

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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 competition date and award an extension to the contractor without penalty due to unforeseen delays or problems.

7. Mutual Not Responsible for Damage

Mutual 5 is not responsible to any shareholder or any successor shareholder for damage beyond that of the original structure, appliances, and fixtures. Upgrades, expansions, additions to structure, appliances, flooring, furnishings, or fixtures are the sole responsibility of the shareholder regardless of date of installation or cause of damage or failure.

Document History

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