

MUTUAL OPERATIONS

PHYSICAL PROPERTY

Patio and Porch and Pergola Area Regulations – Mutual Nine

The purpose of this policy is to provide guidelines for the building and maintenance of patios and porches that are user friendly, increase the value to the Mutual, and improve the aesthetics of the shareholders' units in Mutual Nine (9). Also it addresses the need to meet applicable Fire Codes and the safety of each family.

Definition of Terms

1. A patio is any surface other than garden material that is attached or adjacent to the outside wall structure of the unit's structure.
2. A porch is the space under the roof of the structure open to the outside or enclosed from the weather.
3. A porch and patio can be built as a continuous structure, will be considered and maintained as a patio and or porch with this policy.
4. Transfer of title shall have the same meaning as used for determination of when a California transfer tax on real property is assessed by the State of California.

Stipulations for Existing Patios

1. All currently installed patios and porches will be considered as allowed. However, the following patio and porch use: "rules and maintenance requirements must be adhered to".
2. At the time of transfer of title or sale of a unit with a patio or porch, the buyer must agree to manage, maintain, and insure the cost of the patio or it shall be removed at the seller's cost. The new buyer/transferee must sign the License and Indemnity Agreement provided by the Mutual Nine Board. Remodels of existing patios must comply with this patio and porch policy in its entirety.

Patio Approval Process

1. All requests for patios must be submitted to the Golden Rain Foundation (GRF) Physical Property Department at least three (3) weeks prior to a regularly scheduled Mutual Nine (9) Board Meeting. The GRF Physical Property Inspector must submit the plan for approval to the Board of Directors at least two (2) weeks prior to a regularly scheduled Board Meeting.
2. Patio plans must be drawn to be easily understood with dimensions and must include the walls, wall caps, fences, and no lockable gates.

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3. All patio requests will be considered by the Board of Directors on a site-specific basis, taking into consideration, but not limited to the following:
 - a) Aesthetic/financial value to the Mutual
 - b) Functionality for the shareholder
 - c) Utility boxes
 - d) Electrical enclosures/panels
 - e) Sprinkler systems
 - f) Sprinkler valves/plumbing
 - g) Telephone pull boxes/equipment
 - h) Sidewalks
 - i) Laundry room
 - j) Landscaping
 - k) Other units access
4. A majority vote of a quorum of the Board of Directors is necessary for approval and the plans must be approved before the start of construction.
5. Shareholder must complete and submit the **Agreement to Patio Regulations Form (See Attachment – 7415.9A)** as part of the approval process and prior to the start of any work.

Patio Building Requirements

1. Patios must slope away from the building with adequate weep holes in walls for draining.
2. Patio top surface material must be no-skid when wet. Outdoor carpeting is NOT permitted.
3. All patios may be enclosed by a wall or a decorative wrought iron or similar material fence suitable for outdoor application. Patio wall including cap and fence may be up to 36 inches in total height. Patio fence may be up to 36 inches in total height. Gate colors will complement the patio walls. Walls may be constructed of brick, flagstone, slump stone, stack stone, or similar decorative masonry building materials. Walls may also be constructed of concrete block and surfaced with stucco the same color as the building. All block walls shall have a compatible stone cap.
4. When an adjacent neighbor's wall already exists, the newly constructed wall will complement the existing wall.
5. Patios may extend out 60 inches from the unit structure wall.

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6. A 36 inch access must be maintained from the entrance of the patio to the entry door of the unit. Walkway must have no obstructions included potted plants. Nothing must impede emergency personnel and equipment the Fire Department, Golden Rain Security personnel, and Service Maintenance personnel. All patio window spaces must be kept clear at all times to facilitate emergency exit and entrance to and from the unit.
7. No patio addition or porch may have an access door/gate that locks. A door outside in the patio or porch without direct access into your unit is not considered an entry door and many not lock.
8. A 5-inch cement mowing strip is required where the patio is adjacent to a grass area.
9. Any changes or deviations from the approved plans must be submitted to the Board of Directors and approved prior to implementation.
10. Mutual Nine will provide a disclosure to all new shareholders stating that their patios might have been built over sewer, water, electrical, or other types of utilities that the potential to require access or relocation and that this could require removal of all or a portion of the patio at the owner's expense. This disclosure must be signed by the selling shareholder and it will be provided to the purchasing shareholder with the Licensing and Indemnity Agreement.
11. Shareholders shall bear any and all costs of the patio including the maintenance of the patio, sprinkler relocation, grass replacement, tree replacement, and flower bed repairs. As a condition of patio approval, the shareholder must obtain and maintain liability covering any and all lawsuits involving the patio. The shareholder must agree and sign the Licensing and Indemnity Agreement provided by the Mutual.

Patio and Porch Use: Rules and Maintenance Requirements

1. Patio and Porch items appropriate for patio and porch outdoor usage such as chairs and lounges with cushions are allowed. Storage boxes designed for patio and porch use may not exceed 4 feet in width by 6 feet in length and

SHALL not exceed the height of the wall/fence. Patio sheds must be made of plastic, resin or polyurethane (not wood or metal).

2. Patios and Porch areas must be kept free of clutter. If there is a question whether clutter exists, the question will be decided by a vote of the Board.

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3. Barbeques may be kept on patios and porches and must be used according to the barbeque Policy 7427G – Barbeque – Usage and General Safety Precautions. Charcoal burning barbeques are NOT permitted.
4. Pets must not be left unattended on patios and porches.
5. Pet doors giving pet's free access to and from patios and porches are NOT allowed.
6. Potted plants may be kept on patio/porch walls. Plants may not be in nursery pots. Pots must have a water retention base and not allow water to drain on the patio/porch wall. Potted plants from the base of the pot to the top of the plant may not exceed 48 inches in height. A maximum number of potted plants on the patio/porch wall may not exceed 1 in every 4 feet of the patio/porch wall.
7. No more than 2 small/medium self-propelled vehicles scooters/wheelchairs.
8. Patio and Porch Décor:
 - a. Screens, panels or drapes to block the sun must be of outdoor fire retardant fabric and must be maintained.
 - b. Obscene objects hanging or stationary are prohibited.
9. Prohibited activities consist of any workshop causing noise, odor, unsightliness, and/or unhealthy conditions. Be guided by the "occasional hobby-oriented" activity rather than an ongoing business or any activity considered to be a nuisance to neighbors. Contact the Board by sending a letter to the Secretary for information and guidance.
10. Patios and Porches may NOT be converting into a storeroom. Items permitted for storage must be enclosed.
11. Any item in, on, or built into or onto a patio or porch in conflict with this policy must be removed by the shareholder after 10 days of written notification. If the item is not removed after the 10-day period, the Mutual will have the right to remove the item at the shareholder's expense.
12. An enclosed patio or porch may not function as a bedroom, kitchen or storage closet.

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13. A refrigerator or freezer in working condition plugged directly into wall socket is permitted only on the PORCH area of a NON expanded unit and located so as it does not impede passage nor detracts from the ambiance of the building.
14. A washer or a dryer or a stacking washer and dryer may be installed inside the PORCH ONLY of an NON expanded unit and must be in an enclosed storage cabinet. A permit must be obtained for the installation of these appliances and all codes relating to electrical and, if, applicable, plumbing and ventilation must be adhered to.
15. Items NOT permitted on patios and porches overnight and or stored are: Newspapers, magazines, paper, plastic bags, cardboard, any type of open food containers, including pet food, flammable chemicals, laundry hung airing or drying, non-working refrigeration or freezers, nursery for growing plants, saws, vacuum cleaners/rug shampoo machines, permanent pet kennels, dog runs, electric or gas golf carts, gas operated tools or equipment, spas or hot tubs, Extension cords strung across patio, or extended use of extension cords is not permitted. Shelving may not be supported/anchored off the building walls.
16. Hot tubs, fire pits or heaters, Jacuzzis, saunas dry or wet, spas, pools, barbeque islands, green houses, game tables, exercise equipment, hobby centers or work benches and any and all items that are free standing and better suited for a backyard or enclosed room are not permitted.

Pergola Patio Additions (End Units Only)

1. a. The addition of a pergola to an existing permitted end unit patio or a newly constructed end unit patio must meet all the existing Mutual 9 regulations as stated in the Mutual 9 Patio Policy 7415.09. Pergolas are not permitted on interior patios: units B – E and H – K.
- b. Prior to any Mutual approval, construction, materials used and all structural mounting must meet all City of Seal Beach building codes and GRF Physical Properties Department requirements. Only approved GRF and Mutual Contractors can be used to construct the Pergola.
- c. Plans for the proposed pergola must be submitted to the Mutual 9 Board of Directors along with a detailed architectural rendering by a contractor who is licensed, insured, and approved by the GRF Physical Properties Department and Mutual 9 Board.

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- d. The pergola must be site specific, determined by the Mutual Board on a case by case basis to be blended into the aesthetic plan of the total existing area
 - e. No electric outlets are to be installed or incorporated on the pergola.
 - f. No electric overhead fans, misters, extension cords or lights may be used on the pergola
 - g. No coverings of any type may be placed on the rafters of the pergola, including all solid materials, screens, or shade cloth of any type
 - h. No permanent screening may be used on the pergola, including framed screens, or any hanging roll-up blinds, vertical blinds or curtains of any materials.
 - i. Hanging pots or decorations hung from any part of the pergola are limited and must have Board approval.
2. a. The pergola may be constructed on an existing or newly constructed patio with or without patio enclosed walls. The existing support areas of the patio must meet all City of Seal Beach building code requirements of cement foundation to support the structure safely with proper mountings and footings. Vertical supports must be anchored to patio floor and not be outside the patio footprint. All existing patios must have been constructed with rebar enforced floor tied into the foundation of the building and a monolithic pour.
- b. The pergola's top surface of the structure must be below all building end rafter to allow access to the eaves of the building. No portion of the pergola may encroach into the attic end rafter to allow access to the eaves of the building. No trees or plants will be removed to accommodate the pergola. The pergola cannot encroach into any mutual sidewalk or common area.
- c. No wood, wood composite or other materials requiring painting may be used in the construction of the pergola. Alumawood may be used.
3. a. It is the total responsibility of the shareholder to maintain the appearance of the pergola. The shareholder must provide cleaning of the pergola to insure that all debris and accumulated dirt is removed to assure the original clean appearance of the pergola.

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- b. Any time the Mutual paints the building the shareholder will be financially responsible for all additional costs incurred by the painting contractor's need to provide extra care or materials to paint around the pergola.
- c. When routine maintenance of any area around the pergola is required and additional care or materials including removal of part or entire structure are required to make the repairs the additional cost will be borne by the shareholder,(i.e., yearly dry rot and termite repairs.)
- d. It is the total responsibility of the shareholder to carry the proper liability insurance as stated in the Mutual Patio Policy 7415.09.
- e. Upon sale of the unit, if the new buyer does not choose to sign the legal agreement to carry the liability insurance and abide by all the terms of the Patio Policy 7415.9 or if the new buyer does not want the pergola, the structure must be removed and any damage to the building or patio must be repaired to its original condition, with the total cost to be borne by the seller or the seller's estate.
4. a. All cost associated with the pergola must be borne by the Shareholder.
- b. Mutual 9 shall not be held liable for any damage to the existing structure, patio, pergola, or Mutual property caused by the addition of the pergola.
- c. Permits need to be board approved

Attachment:

- **7415.9A – Agreement to Patio and Porch Area Regulations**

<u>MUTUAL</u>	<u>ADOPTION</u>	<u>AMENDMENTS</u>
NINE:	10-10-16	11-13-17, 09-14-20

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I, _____ hereby attest that I am a Shareholder in the common interest development governed by Seal Beach Mutual No. NINE, (the “Mutual.”). My address is _____, Seal Beach, CA 90740, (the “Property”); the Property is a part of all the real property owned by the Mutual in fee title (the “Development”). Any references to “my” or “I” in the Agreement shall refer to the Shareholder.

1. This Agreement to the Patio/Pergola Regulations (the “Agreement”) shall govern any and all legal shareholders with the right to occupy the Property and each will be required to sign below. The Agreement shall hereby be deemed to be incorporated into and by this reference become a part of my Occupancy Agreement, signed on _____.
2. I understand that the Mutual’s Bylaws were amended by Shareholder vote on July 24, 2020 to allow for the construction and/or extension of patios/pergolas (Mutual Nine (9) Policy 7415.9). This Agreement grants permission for me to perform a modification, which will result in an encroachment into the Mutual’s common area for my exclusive use: (the “Patio Extension”).
3. This Agreement sets forth my financial and legal obligations prior to the issuance of the permit granting me authority to perform the Patio/Pergola Extension to the Property and will become a permanent part of my Occupancy Agreement, as described above. It is understood by both Shareholder and the Mutual that the explicit purpose and intent of this Agreement is to protect the Mutual and all of its shareholders from any untoward financial or legal obligations that may result from my Patio Extension.
4. The Patio/Pergola Extension is a non-standard addition to the Property and includes all applicable deck areas, walls, and gates. The total encroachment resulting from the Patio Extension will be _____ square feet into the Mutual’s common area. Specifications regarding my Patio Extension are required to be submitted and approved in writing by the Mutual prior to the issuance of a permit.
5. I understand and agree that all requests and plans for the new Patio Extension must adhere to Policy 7415.9 or it will be rejected.
6. I agree to assume all costs and responsibilities in connection with the Patio/Pergola Extension including, but not limited to the construction, expansion, ongoing maintenance, or resulting issues which arise from Patio Extension. I accept full financial responsibility for maintenance and repairs of my patio in accordance with the requirements of the Mutual’s Bylaws and my Occupancy Agreement. I authorize the Mutual, in the event of my failure or inability to comply with the terms of this

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Agreement, the Occupancy Agreement or any other maintenance or repair requirements imposed by the Mutual, to perform and complete necessary maintenance and bill/assess the cost thereof against me in any manner permitted by the Mutual's governing documents and/or applicable law.

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Further, should the Patio/Pergola Extension result in any damage to the Development or any utilities or other components for which the Mutual is responsible, I agree that the Mutual will hold me responsible for the costs incurred by the Mutual in repairing/remedying same after a noticed hearing before the Board of Directors.

7. I further hereby agree to obtain and maintain at all times an HO-6 (or similarly applicable) type insurance policy in an amount of at least Three Hundred Thousand and 00/100 (\$300,000.00) providing liability insurance and coverage of personal property to cover the permitted encroachment and the area covered by the Patio Extension (the "Policy"). The Policy shall name the Mutual as an additional insured and shall provide for 30 days written notice of cancellation or reduction of coverage to the Mutual (the name and address of Mutual Nine (9) is Seal Beach Mutual No. Nine 13533 Seal Beach Blvd., Seal Beach CA 90740).
9. Shareholder shall be responsible to provide evidence of such insurance coverage to the Mutual upon request at any time.
10. I further hereby agree to indemnify, defend and hold harmless the Mutual, it's directors, officers, managing agents, and committee members from and against any claims, liabilities, damages, injuries, causes of actions, demands, costs and expenses brought by any third parties or other Mutual Shareholders against the Mutual as a result of or arising from the Patio Extension in any manner whatsoever.
11. Further, upon the sale/transfer of my share in the Mutual and transfer/change in the corresponding unit for which I am granted the right to occupy and reside, I agree to remove the Patio/Pergola Extension and restore such patio and surrounding areas to their original condition prior to the Patio/Pergola Extension at my own expense unless the prospective buyer/shareholder/occupier of my unit agrees to execute this new Agreement and said Agreement be deemed to be incorporated into and by this reference become part of his/her Occupancy Agreement.
12. Without limiting the foregoing, this Agreement shall be kept on record with the Stock Transfer Department; however, it shall be my sole and full responsibility to notify the

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buyer/transferee of my share/Property regarding the existence of this Agreement as well as the requirement that the Patio Extension be removed and restored to its original condition prior to subsequent transfer/sale unless the prospective buyer/transferee agrees to sign an Agreement reflecting the same or similar obligations as set forth in this Agreement and that said Agreement be deemed to be incorporated into and by this reference become part of his/her Occupancy Agreement.

- 13. Finally, I agree and acknowledge that if the Mutual is able to record this Agreement and/or the Occupancy Agreement as against the Property or such other real property as may be desired with the Orange County Recorder's Office, the Mutual shall be permitted to do so, and I shall, without prejudice or protest, execute and deliver any and all instruments, liens, agreements, documents, notarizations and other writings and perform all other acts reasonably necessary to effect the terms, conditions and purposes of this Agreement as a recorded document against the Property and to permit the Mutual to record this Agreement. This Agreement shall be deemed effective as of the last date set forth below.
- 14. Shareholder: Please list all deviations from Mutual Nine (9) Policy 7415.9 Use separate sheet if necessary.
- 15. **Each Shareholder and person granted the right to occupy my Property is bound by this Agreement and is required to sign below.** By my signature, I hereby agree without reservation to all conditions listed herein (agreement must be signed and submitted prior to granting of permit by Board of Directors).

Shareholder:

PrintName: _____

Sign: _____ Date: _____

GRF ID No. _____

Shareholder:

PrintName: _____

Sign: _____ Date: _____

GRF ID No. _____

Shareholder:

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PrintName: _____

Sign: _____ Date: _____

GRF ID No. _____

Shareholder:

PrintName: _____

Sign: _____ Date: _____

GRF ID No. _____

Witness/GRF Physical Property:

PrintName: _____

Sign: _____ Date: _____

Board Action:

Approved in concept upon issuance of permit by Seal Beach and/or Physical Properties.

Date _____

Denied Date _____

Reason: _____

Mutual President/Director:

Name _____

Sign: _____ Date _____

Original: Stock Transfer
Copy: Physical Property Department
Copy: Shareholder