



SECTION 8 PORCH LIFT/ELEVATORS

APRIL 1996, RESOLUTION M3-96-25
GENERAL REQUIREMENTS REVISED JANUARY 2018, RESOLUTION 03-18-12

Before a porch lift/elevator can be installed onto Mutual property, the following requirements must be agreed to by the requesting member(s) and his/her Mutual:

1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

2.0 Each requesting member must provide to the Mutual a letter from his/her doctor verifying that the member or member's spouse is disabled and requires that the porch lift be installed to assist that Member or Member's spouse in obtaining access to the second floor.

3.0 Requesting member(s) must agree to purchase and install the lift at their own expense and in accordance with all terms and conditions contained herein. Requesting member(s) represent that they shall own the lift as their own personal property and that no lien or encumbrance shall attach to the lift at any time.

4.0 Requesting member(s) must submit to and receive approval from their Mutual, through the Permits and Inspections office, detailed site specific plans and specifications for the lift and its installation.

Because of the varying building types and site conditions, the plan requirements may vary. The following should assist you and or/your architect, engineer, or contractor in providing the plans and specifications required to clearly show what, where and how you intend to install the lift on and into your Mutual's property:

1. Site plan
2. Floor Plans
3. Roof Plan
4. Electrical Plan
5. Elevations
6. Section(s)
7. Details

Structural modifications and/or requirements will be by a California licensed civil or structural engineer. All Modifications and/or additions to existing Mutual property must clearly be shown. In no event shall the Permits and Inspection office require a standard greater than that required by any governmental agency.

- 5.0** Installation of the lift must be by a licensed contractor who possesses adequate liability insurance in commercially reasonable amounts covering the installation of the list and any subcontractors who may be employed to assist in the installation of the lift.
- 6.0** Requesting member(s) must agree that the installation and operation of the lift shall comply with all applicable governmental regulations. Regulatory agencies with jurisdiction include but are not limited to, the County of Orange Environmental Management Agency and the State of California Department of Industrial Relations, Division of Occupational Safety and Health, Elevator Unit.
- 7.0** Requesting member(s) must agree at their own expense to obtain all permits or licenses necessary for the installation and operation of the lift, prior to installation and operation.
- 8.0** Prior to commencing installation of the lift, requesting member(s) must agree to purchase liability insurance or add a rider to their existing comprehensive general liability policy through an A-rated, California admitted liability insurance carrier covering the liability associated with the purchase, installation, maintenance, and operation of the lift.

The liability insurance must have a total liability limit of not less than \$1,000,000.00 or \$500,000.00 per each requesting member, whichever is greater, for risk arising out of the presence, maintenance, and/or operation of the lift. Each requesting member must deliver to their Mutual, certificates of insurance setting forth and confirming the identity of the insurance carrier, the limits of coverage and the type of coverage. Each requesting member must provide the Mutual with certificates of insurance setting forth this information at the commencement of each new policy period hereafter. In no event, shall the total liability insurance coverage for the lift ever be less than \$1,000,000.00 regardless of the number of requesting member(s) participating in the cost of said insurance coverage.

The requesting member(s) must agree that regardless of the original number of members involved in the lift, the remaining member(s) must continue to provide the above described liability insurance coverage at the same \$1,000,000.00 policy limit for the presence, maintenance and operation of the lift.

- 9.0** The requesting member(s) must agree to purchase an annual lift maintenance contract, for any period not covered by a manufacturer's or installer's maintenance and repair warranty, from a company authorized and licensed to perform said maintenance and to maintain said maintenance contract in place at the member(s) own expense throughout the existence of the lift on Mutual property. The requesting member(s) must agree that regardless of the original number of members involved in the lift, the remaining member(s) must continue to provide the above-described maintenance contract throughout the existence agree to provide their Mutual with an executed copy of said maintenance agreement at the commencement of the maintenance agreement which shall in any event be within two (2) months of completion of installation of said lift and, again, at thereafter. In any event, at all times the cost and the responsibility of the lift will be exclusively that of the remaining requesting member(s).
- 10.0** The requesting member(s) may propose a particular color for factory painting of a factory prefabricated metal frame lift, including the enclosure and other parts, using a durable process, such as electrostatic polyester powder coating. However, the Mutual reserves the right to reject the member(s) selection and to specify another color to be matched by the powder coating used at the factory. The responsibility and cost for the initial and all future painting of the lift will be exclusively that of the remaining requesting member(s).
- 11.0** The requesting member(s) must agree to pay into an interest bearing escrow account at a federally insured financial institution designated by the Mutual the total sum of \$1,500.00 prior to the installation of the lift. Said escrow account will be for the express purpose of paying for the actual cost of the removal of the porch lift, the cost of patching, painting and repairing the building and lift installation site following its removal and the cost of replacing the guardrail or wall at all floor stops above the ground floor of the building. In the event that the reasonable actual cost of removing the lift and restoring the premises to the condition as it existed prior to the installation of the lift exceeds \$1,500.00, then the remaining requesting member(s) will be liable for the cost of said removal and repair. Upon removal of the lift, any unused escrow funds shall be promptly refunded to each contributing member and/or their successor-in-interest. An automatic rollover certificate of deposit escrow account may be set up to require signatures of both VMS, Inc. officials and the requesting member(s) and/or their successor-in-interest in order to end the automatic rollover and close the account.

- 12.0** Each requesting member will have a key for the operation of the lift and provide written agreement that they, their family members and companions are the only persons authorized to operate the lift.

Rights to use the lift are transferable on the conveyance of a manor to a successor-in-interest, regardless of handicap, who agrees in writing to fully assume the responsibilities imposed herein.

- 13.0** Requesting member(s) agree that the cost of installing and hooking up electricity to the lift shall be borne exclusively by the requesting member(s). The electricity used in the operation of the lift must be limited to one member's residence. The electrical hookup will be installed by a licensed electrical contractor and comply with all governmental regulations. All permits and licenses necessary for the electrical shall be obtained by requesting member(s) and a copy of any such licenses or permits must be provided to their Mutual prior to start of any work. It is the intent of the Mutual to require that all electrical wiring and conduit be concealed, from view so as not to detract from the existing aesthetics of the building. However, should conditions require external mounting of conduit in order to preserve the structural integrity of walls or ceiling then the P.C.M. the Permits and Inspections office may permit the installation of said conduit. In this event, the Permits and Inspections office shall designate the reasonable placement and color of the conduit so as to interfere as little as possible with the existing aesthetics of the building.
- 14.0** Requesting member(s) must execute an Agreement to be Bound by Porch Lift/Elevator Requirements substantially in the form attached hereto as Exhibit A, and incorporated herein by reference, pursuant to which said member agrees to perform and be bound by all terms and conditions contained herein. A copy of the porch lift/elevator standards shall be attached to this Agreement and shall be made a part thereof.



AGREEMENT TO BE BOUND BY PORCH LIFT/ELEVATOR STANDARDS

This Agreement to Be Bound by Porch Lift/Elevator Standards (hereinafter the "Agreement") is made and effective as of this _____ day of _____ 20____, by the undersigned member (hereinafter the "Member") of Third Laguna Hills Mutual, a California nonprofit mutual benefit corporation (hereinafter the "Mutual") for the benefit of said Mutual.

- 1.0 CONSENT TO BE BOUND AND COVENANT TO PERFORM THE MUTUAL'S STANDARDS.** In consideration for the Mutual's consent to the Member's installation of a porch lift or elevator or similar improvement, the Member hereby covenants and agrees to perform, observe, and be bound by all terms and conditions contained in those certain Porch Lift/Elevator Standards attached hereto as Exhibit "A" and which are incorporated by reference in this Agreement as though set forth in full herein.
- 2.0 NO CHANGE TO MUTUAL'S GOVERNING DOCUMENTS.** This Agreement does not alter, but only supplements, all terms and conditions contained in the existing governing documents of the Mutual, as the same may from time to time be amended.
- 3.0 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the heirs, administrators, executors, successors and assigns of the Member, unless the Member's manor is conveyed to a new Member who chooses not to have lift/elevator rights and consequently does not wish to execute this Agreement. Then the remaining Member(s) who also use the lift or elevator, if any, must assume the added responsibilities required by the Porch Lift/Elevator Standards set forth on Exhibit "A," or else the lift/elevator be removed as provided therein.

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER: _____