

NEWCASTLE MANOR HOMEOWNERS ASSOCIATION

A California Non-Profit Corporation

ROOF ACCESS POLICY

Adopted August 29, 2022

The following rules have been adopted by the Newcastle Manor Homeowners Association ("Association") Board of Directors:

1. **GENERAL**

- A. The Association, through its Board of Directors, is charged with the fiduciary duty to operate and manage the Association's affairs, including managing and maintaining the Common Areas (i.e., roofs, stairwells, recreational facilities, etc.) in the community.
- B. In order to minimize any alterations, modifications and/or damage to the Common Area roofs in the community and, in order to protect the Owners and residents, the following is intended to set forth guidelines for accessing the roof areas by Owners' contractors when performing work/services thereon (the "Policy").
- C. This Policy shall supersede and replace Section VII(A)(3) of the Association's Rules & Regulations regarding Antennas.

2. **REQUIREMENTS**

- A. Owners shall be required to execute the "Agreement" attached hereto as Exhibit "A" to this Policy before Owners' contractors shall be allowed access to the Common Area roofs to perform work on Owners': (i) solar power panels; (ii) satellite television system equipment ; and/or (iii) other utility services . Access to the Common Area roofs shall be limited to the Owners' authorized service technicians and to perform the work outlined herein, only. Owners shall not be allowed on the Common Area roofs in order to minimize life/safety concerns.
- B. Owners' contractors shall not disturb, alter, modify and/or damage the Common Area roof, and any and all other Common Area components located thereon, when performing work/services on behalf of Owners. Owners are responsible for any damage caused to other parts of the building as a result of the acts or omissions of their contractor(s) and shall promptly pay for any repairs needed as a result thereof, to the extent not covered by Owner's or contractor's insurance.

- C. Owners shall agree to indemnify, defend and hold harmless Association, and its respective officers, directors, employees and agents, from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, to the extent arising from, or in connection with Owners' contractors' willful, intentional, or negligent acts or omissions in connection with Owners' contractors' performance of any work.
- D. Access and entry to the Common Area roofs shall be for the express, limited purpose of undertaking actions in furtherance of the work/services that are to be set forth by the Owner in the "Agreement" attached hereto as Exhibit "A" to this Policy.
- E. Owners and their contractors shall recognize the potential for disruption to the quiet and peaceful enjoyment of the Unit(s) within the community. Accordingly, Owners' contractors are obligated to perform all actions in a manner that is intended to be the least intrusive means of performance. Reasonable mitigation measures must be taken to minimize issues related to dust, debris, cleanliness, vibration, scheduling and conducting of work to minimize any such disturbance and/or damage.
- F. The Association shall authorize access to the Common Area roofs for the specific purposes stated above, and only on a scheduled basis. Owners shall request roof access by submitting a completed roof access request form, which is attached as Exhibit "B," at least ninety-six (96) hours in advance of a scheduled service appointment and shall submit this form to the Association's community management company ("Management"). The ninety-six (96) hour lead time shall begin when the access form is received by Management (via postal delivery or electronic delivery).
- G. Owners shall submit a roof access form to the Association's management company.
- H. Owners' contractors, and all of their employees and agents, shall follow and comply with all health and safety procedures, recommendations and orders of any competent governmental authority, whether federal, state, or local, issued or existing at any time during performance of work.
- I. Prior to commencing work, Owners shall ensure that contractors furnish Certificates of Insurance (including contractors' exclusions and proof of valid Workers Compensation Insurance) in the required minimum amounts. The Association and Management shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress. Certificates of all such insurance shall be delivered with the completed roof access form to Management.
- J. What is more, Owners' contractors shall comply with all required laws, and Owners shall expressly inform their contractors that work performed on the roof may entail harness work for which the Association assumes no responsibility

for same, that davits have not been installed on any of the Association's buildings and that work performed shall be at contractors' sole risk. Owners' contractors are responsible for keeping the work area in a clean and neat condition and free of trip hazards.

- K. For proposed satellite dish installations, Owner may install on the roof or their balconies pursuant to the terms of this Policy and with prior written approval of the Association, but are prohibited from attaching dishes to common structure including roofing, balcony walls or railings, or rooftop vents or fixtures except as expressly provided herein. The only approved method for placing a dish on the roof requires that the installer attach the dish to a weighted 'sled' or platform that simply sits on the roof. All cabling is to be neatly stored and secured.
 - i. Any abandoned dish with a disconnected wire may be disposed of upon thirty (30) days written notice from Association. Any removal costs and repairs for any corresponding building damage shall be charged back to the Owner as a special assessment.

3. ENFORCEMENT

- A. The Association's Board of Directors is authorized to take disciplinary action against a Member found to be in violation of the Roof Access Policy. When a violation occurs, the Board is obligated to evaluate and impose, if appropriate, member discipline as set forth in the governing documents. The Board of Directors has the authority to impose monetary fines, suspend Owner privileges, and/or bring forth legal action.
- B. The Owner is entirely responsible for ensuring that the rules, regulations, and policies are followed by anyone they allow into the community.
- C. A monetary fine of \$500.00 per incident may be levied against an Owner and his/her/its Unit for failure to comply with the Roof Access Policy.

EXHIBIT “A”

AGREEMENT FOR ACCESS TO ROOF TO PERFORM WORK/SERVICES

OWNERS SHALL BE REQUIRED TO EXECUTE THE “AGREEMENT” ATTACHED HERETO AS EXHIBIT “A” TO THIS POLICY BEFORE OWNERS’ CONTRACTORS SHALL BE ALLOWED ACCESS TO THE COMMON AREA ROOFS TO PERFORM WORK ON OWNERS’: (I) SOLAR POWER PANELS ; (II)SATELLITE TELEVISION SYSTEM EQUIPMENT ; AND/OR (III) OTHER UTILITY SERVICES.

AGREEMENT FOR ACCESS TO ROOF TO PERFORM WORK/SERVICES

This Agreement ("Agreement") is made and entered into by and between _____ ("Owner"), residing at _____ Newcastle Avenue, #_____, Encino, CA (the "Unit"), and Newcastle Manor Homeowners Association ("Association"). Association and Owner shall be collectively referred to herein as the "Parties."

RECITALS

- A. The Association, through its Board of Directors, is charged with the fiduciary duty to operate and manage the Association's affairs, including managing and maintaining the Common Areas (i.e., roofs, stairwells, recreational facilities, etc.) in the community.
- B. Owner has retained the services of _____ ("Contractor") to perform work/services within the Common Area roof on Owner's:

- ☐ Solar Power Panels
- ☐ Satellite TV System Equipment
- ☐ Other Utility Services

(Please check all that applies)

- C. Association has agreed to grant Contractor permission to enter upon the Common Area roof to perform said work and services, pursuant to Owner'.

NOW, THEREFORE, in consideration of the terms, conditions, agreements and provisions set forth herein, and by incorporation of the Recitals referenced above into these terms, the Parties agree as follows:

- 1. Access Agreement.** Association, by way of this Agreement, hereby grants permission to the Contractor to perform its work and services outlined herein above, only. Owner agrees to ensure that Contractor performs its work/services in a manner that does not **disturb, alter, modify and/or damage** the Common Area roof, and any and all other Common Area components located thereon.
- 2. Indemnification.** Owner agrees to indemnify, defend and hold harmless Association, and its respective officers, directors, employees and agents, from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, to the extent arising from, or in connection with Contractor's willful, intentional, or negligent acts or omissions in connection with Contractor's performance of any work/services outlined herein above.
- 3. Notification Requirements and Obligation to Minimize Inconvenience and Disturbance.** Access and entry pursuant to this Agreement is for the express, limited purpose of undertaking actions in furtherance of the work/services outlined herein above. The Parties recognize the potential for disruption to the quiet and peaceful enjoyment of the Unit(s) within the community. Accordingly, Owner shall ensure that Contractor performs all actions in a manner that is intended to be the least intrusive means of performance. Reasonable mitigation measures shall be taken to minimize issues related to dust, debris, cleanliness, vibration, scheduling and conducting of work to minimize any such disturbance and/or damage.

AGREEMENT FOR ACCESS TO ROOF TO PERFORM WORK/SERVICES

Owners are responsible for any damage caused to other parts of the building as a result of the acts or omissions of their contractor(s) and shall promptly pay for any repairs needed as a result thereof, to the extent not covered by Owner's or contractor's insurance.

Owner shall provide written notification to Association's management company of Contractor's intended entry, the nature of the activity to be conducted, and the estimated length of the entry, at least ninety-six (96) hours in advance of a scheduled service appointment.

4. **Compliance with Health and Safety Order.** Owner shall ensure that Contractor, and all of its employees and agents, shall follow and comply with all health and safety procedures, recommendations and orders of any competent governmental authority, whether federal, state, or local, issued or existing at any time after the execution of this Agreement and/or during Contractor's performance of the work.
5. **Insurance.** Prior to Contractor commencing work/services, Contractor shall furnish Certificates of Insurance (including Contractor's exclusions and proof of valid Workers Compensation Insurance) in the required minimum amounts. The Association and its management company shall be named as an additional insured on the Certificates of Insurance for the period of time the work/services are in progress. Certificates of all such insurance shall be delivered by Owner to Association upon execution of this Agreement.
6. **Safety.** Owner shall ensure that Contractor assumes all responsibility for providing a safe working environment for their employees and complies with all required laws. Owner shall further ensure that Contractor is informed that work performed on the roof may entail harness work for which the Association assumes no responsibility for same, that davits have not been installed on any of the Association's buildings and that work performed shall be at the sole risk of Contractor.
7. **Authorization.** The persons signing this Agreement represent and warrant that they have the necessary power, consent, and authority to execute and deliver this Agreement on behalf of each of the Parties, and that this Agreement constitutes the final expression of the Parties' entire integrated agreement with respect to Roof Access.

Executed in the County of Los Angeles, State of California, this _____, 20__.

**NEWCASTLE MANOR HOMEOWNERS
ASSOCIATION**

Date: _____

By: _____

OWNER

Date: _____

Printed Name: _____

EXHIBIT “B”

ROOF ACCESS FORM

OWNERS SHALL REQUEST ROOF ACCESS BY SUBMITTING A COMPLETED ROOF ACCESS REQUEST FORM, WHICH IS ATTACHED AS EXHIBIT “B”, AT LEAST NINETY-SIX (96) HOURS IN ADVANCE OF A SCHEDULED SERVICE APPOINTMENT AND SHALL SUBMIT THIS FORM TO THE ASSOCIATION’S MANAGEMENT COMPANY.

ROOF ACCESS FORM

_____, the owner ("Owner") of a unit commonly known as _____ Newcastle Avenue, #____, Encino, California ("Unit"), located within the Newcastle Manor Homeowners Association ("Association") community, intends to hire a contractor to perform work as follows:

- ☐ Solar Power Panels
- ☐ Satellite TV System Equipment
- ☐ Other Utility Services

(Please check all that applies)

located on the Common Area roof on _____, 202__, at _____ a.m./p.m.

Circle building address: 5349 5400 5403 5414

Check One:

☐ A description of the proposed work, including proposed location is as follows: _____

_____.

-OR -

☐ A description of the proposed work, including proposed location is attached to this form.

As a reminder, this form must be received by the Association's management company at least ninety-six (96) hours in advance of a scheduled service appointment. No work shall commence unless, and until, the Association's management company is in receipt of a fully executed (i) Roof Access Form; (ii) Agreement for Access to Roof to Perform Work/Services; (iii) Certificates of Insurance from Owner's contractor.

For Association/Management's Use Only

Received: _____, 202__, at _____ a.m./p.m.

☐ Approved

☐ Disapproved

Authorized Agent

Date: _____