



**OPEN MEETING**

**REGULAR MEETING OF THE THIRD LAGUNA HILLS MUTUAL  
ARCHITECTURAL CONTROL AND STANDARDS COMMITTEE**

**February 24, 2020 – 9:30 a.m.  
Laguna Woods Village Community Center Sycamore Room  
24351 El Toro Road**

**NOTICE AND AGENDA**

1. Call to Order
2. Acknowledgement of Media
3. Approval of the January 27, 2020 Report
4. Approval of the Agenda
5. Chair Remarks
6. Member Comments - *(Items Not on the Agenda)*
7. Division Manager Update

**Consent:**

*All matters listed under the Consent Calendar are considered routine and will be enacted by the Committee by one motion. In the event that an item is removed from the Consent Calendar by members of the Committee, such item(s) shall be the subject of further discussion and action by the Committee.*

None.

**Items for Discussion and Consideration:**

**Variance Requests:**

8. 3288-B (El Doble, SB703A, P46): Request to Replace Existing 5' Gate/Fence with 7' Gate/Fence

**Reports**

9. Status of Mutual Consents

**Future Agenda Items:**

- 5598-A (Casa Palma, 10R) – Request to Extend Entryway onto Exclusive Use Common Area and to Replace Planter with Concrete Slab on Previously Extended Common Area
- Concrete slabs for exterior electrical panels
- New building material information (on-going)

**Concluding Business:**

10. Committee Member Comments
11. Date of next meeting – March 23, 2020
12. Adjourn

Steve Parsons, Chair  
Brett Crane, Staff Officer  
Alisa Rocha, Alterations Coordinator: 949-268-2301



**OPEN MEETING**

**REGULAR MEETING OF THE THIRD LAGUNA HILLS MUTUAL  
ARCHITECTURAL CONTROL AND STANDARDS COMMITTEE**

**Monday, January 27, 2020 – 9:30 a.m.  
Laguna Woods Village Community Center Sycamore Room  
24351 El Toro Road**

**REPORT**

**COMMITTEE MEMBERS PRESENT:** Acting Chair Lynn Jarrett, John Frankel, Ralph Engdahl, Robert Mutchnick

**COMMITTEE MEMBERS ABSENT:** Chair Steve Parsons

**OTHERS PRESENT:**

**ADVISORS PRESENT:** Mike Butler

**STAFF PRESENT:** Brett Crane, Alisa Rocha, Gavin Fogg

**1. Call to Order**

Acting Chair Jarrett called the meeting to order at 9:31 a.m.

**2. Acknowledgement of Media**

None.

**3. Approval of December 3, 2019 Report**

Director Mutchnick moved to accept the report. Acting Chair Jarrett seconded. The committee had no objection.

**4. Approval of the Agenda**

Director Frankel moved to accept the agenda. Director Engdahl seconded. The committee had no objection.

**5. Committee Chair Remarks**

None.

**6. Member Comments - (Items Not on the Agenda)**

None.

**7. Division Manager Update**

Mr. Crane indicated, he, Jeff Parker, Siobhan Foster, and Ernesto Munoz met with Chris Macon with The City last week to continue the discussion of creating and/or updating the standard plan book. A follow up meeting will take place and Mr. Crane will update the committee then.

Consent:

*All matters listed under the Consent Calendar are considered routine and will be enacted by the Committee by one motion. In the event that an item is removed from the Consent Calendar by members of the Committee, such item(s) shall be the subject of further discussion and action by the Committee.*

None.

Items for Discussion and Consideration:

Variance Requests:

**8. 5123 (Villa Reposa, C11A-1) - Request for a Non-Standard Solar Panel Installation**

Director Mutchnick made a motion to accept staff's recommendation and deny this request. Director Engdahl seconded. The committee was in unanimous support.

**9. 5575-A (Casa Siena, RC11) - Request to Construct a Room Addition on the Original Exclusive Use Common Area Courtyard**

Director Mutchnick made a motion to accept staff's recommendation and approve this request. Director Frankel seconded. The committee was in unanimous support. This approval is subject to review and approval from legal counsel.

Reports

**10. Status of Mutual Consents**

Mr. Crane reviewed this report with the committee.

Future Agenda Items:

- 5598-A (Casa Palma, 10R) – Request to Extend Entryway onto Exclusive Use Common Area and to Replace Planter with Concrete Slab on Previously Extended Common Area
- Concrete slabs for exterior electrical panels
- New building material information (on-going)

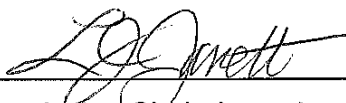
Concluding Business:

**11. Committee Member Comments**

None.

**12. Date of next meeting – Monday, February 24, 2020**

**13. Adjourned at 10:12 a.m.**



Acting Chair, Lynn Jarrett  
Brett Crane, Staff Officer

Alisa Rocha, Alterations Coordinator, 949-268-2301



## **STAFF REPORT**

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**DATE:** February 24, 2020  
**FOR:** Architectural Control and Standards Committee  
**SUBJECT:** Variance Request  
Ms. Diane Landers of 3288-B (El Doble, SB703A, P46)  
Request to Replace Existing 5' Gate/Fence with 7' Gate/Fence

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### **RECOMMENDATION**

Staff recommends the Board approve the request to replace the existing gate/fence with the conditions in Appendix A.

### **BACKGROUND**

Ms. Landers of 3288-B San Amadeo, a La Princesa style unit, is requesting Board approval of a variance to install a white vinyl fence around her previously extended rear patio.

The first alteration gate/fence was installed in 1973 via Mutual Consent 3530a. It spans the width of the entryway to the unit (approx. 13'-10"), and measures 5' tall. The existing alteration is of wrought iron and meets existing Mutual Standards for Fences and Gates.

Due to the current Third Mutual Standard 13: Fences, Wrought Iron Section 2.1 stating 'No fence shall be over 5'-0" in height, inclusive of wall and fence, nor under 12" in height.' staff require Board approval to issue a Mutual Consent for a 7' tall fence with gate.

There is no land use agreement on file.

Plans have been provided of the above-mentioned items (Attachment 1).

The cost of the proposed alteration would be borne by the Member.

### **DISCUSSION**

Ms. Landers proposes to remove the existing 5' tall gate/fence and replace with a 7' tall wrought iron fence with gate. The location at the entry between unit B's room addition and unit C's garage would remain the same, as well as using the same wrought iron materials (see attachment 1).

Existing Wrought Iron Fencing Mutual Standards will ensure fence fixtures and posts are sufficient for the project.



Staff recommends approval of this request in conjunction with current Third Mutual's Common Area Use Policy (RESOLUTION 03-18-146) '**BE IT RESOLVED FURTHER**, that no further alteration may be approved or constructed on any previously approved or "grandfathered" alteration that encroaches upon common area, other than like for like, that augments, enlarges, or changes the construction, purpose, or use of the previously approved or grandfathered alteration;'

Staff believes the proposed alteration falls within the like-for-like replacement and has no perceived negative effects on neighboring units.

There are no previous variances for similar requests on file.

At the time of preparing this report, there are no open Mutual Consent for Unit 5341-A.

A Neighbor Awareness Notice was sent to Units 3286-A, 3286-B, 3287-A, 3287-B, 3288-A and 3288-C on November 25, 2019, due to line of sight and/or effects of construction noise/debris within 150' of the alteration.

At the time of writing the report, there has been no response to the Neighbor Awareness Notices.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 3288-B.

**Prepared By:** Gavin Fogg, Inspections Supervisor

**Reviewed By:** Brett Crane, Permits, Inspections & Restoration Manager  
Alisa Rocha, Alterations Coordinator

#### **ATTACHMENT(S)**

Appendix A: Conditions of Approval  
Appendix B: Condo Plan  
Attachment 1: Variance Request, October 30, 2019  
Attachment 2: Photos  
Attachment 3: Map

## APPENDIX A

### CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

1. Alteration must be in conjunction with Mutual Standards: 13 – Fences Wrought Iron and 17 - Gates.
2. No improvement shall be installed, constructed, modified or altered at unit **3288-B**, (“Property”) within the Third Laguna Hills Mutual (“Mutual”) unless and until a Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. (“VMS, Inc.”), Alterations Division (“Division”), or, in the event of a Variance from the Mutual’s Alteration Standards, the Architectural Control and Standards Committee (“ACSC”). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member Owner or Owners (“Member Owner”) agrees to comply with the Mutual’s Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
3. A Variance for Unit Alterations has been granted at **3288-B** for **Gate and Fence Replacement at Entry**, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property’s Member Owner at **3288-B** and all future Mutual members at **3288-B**.
5. Parking of contractors or other invitees’ vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors’ or other invitees’ vehicles should be limited in number.
6. Member Owner(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized “Covenant to Run with the Land” for a proposed improvement that would utilize any portion of the Mutual’s Common Area. Prior to the issuance of a Mutual Consent for Unit Alterations, that “Recordable Common Area Agreement” must be filed with the Orange County Clerk/Recorder.
7. Prior to the issuance of a Mutual Consent for Unit Alterations, the Member Owner shall request a Landscape Department inspection in order to assure all landscape, irrigation, and drainage modifications associated with the improvements are identified and completed by the Landscape Department at the expense of the Member Owner. All gutter drainage shall be directed away from structures, free standing walls, foundations, and pedestrian walkways.
8. Prior to the issuance of a Mutual Consent for Unit Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are

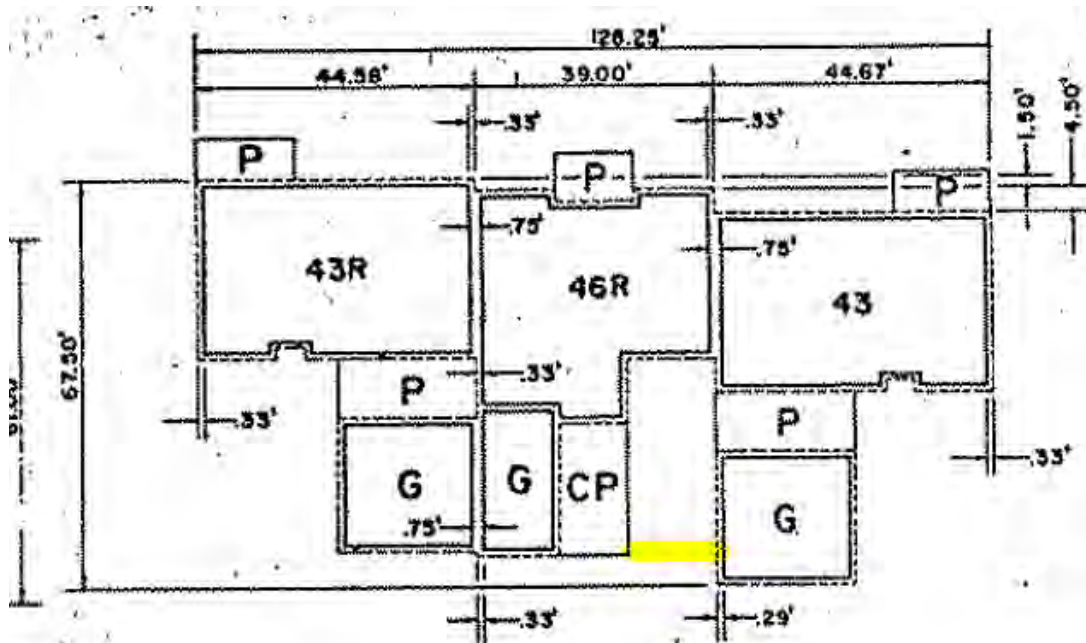
identified as "Third Laguna Hill Mutual Color Selections" at Resident Services, located at the Community Center first floor.

9. Member Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, and use of Mutual property for storage of equipment or materials without prior approval. Member Owner acknowledges and agrees that all such persons are his/her invitees. Member Owner shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations.
10. Member Owner hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
11. Member Owner shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment, traffic or other charge levied in connection therewith.
12. Member is responsible for following the gate clearance process in place to admit contractors and other invitees.
13. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. The Conformance Deposit will be held until Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
14. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member Owner or the Property, to cover and/or recoup any costs whatsoever, including, but not be limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member Owner; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member Owner's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.
15. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Member Owner agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the

originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.

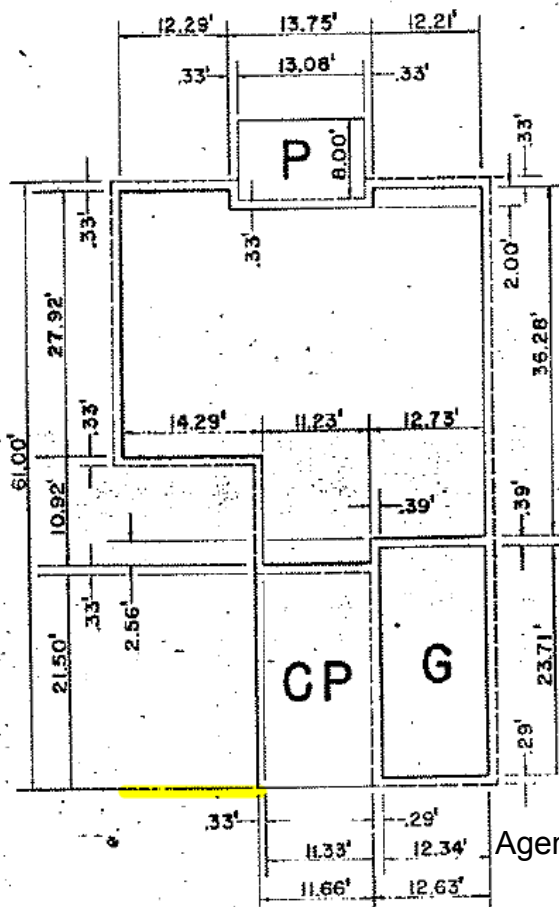
16. Any remaining Conformance Deposit is refundable if the Member Owner notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member Owner's address of record with the Mutual. Under no circumstances shall Member Owner be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member Owner within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.
17. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards, Policies and Guidelines. See <http://www.lagunawoodsvillage.com>.
18. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
19. During construction, both the Mutual Consent for Unit Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
20. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
21. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. All dumpsters must conform to the Policy for Temporary Containers. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
22. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
23. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
24. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Owner Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
25. Mutual member shall indemnify, defend and hold harmless Third and its officers, directors, committee members and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual member's improvements and installation, construction, design and maintenance of same.

**APPENDIX B**  
**Condominium Plan**



**Proposed Location**

**(Reverse Plan)**



MANOR # 3288-B☐ ULWM☒ TLHM

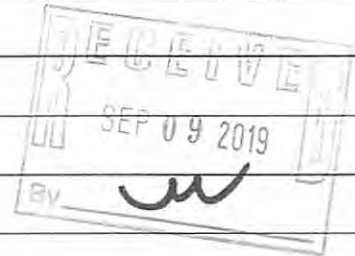
## Variance Request Form

SA \_\_\_\_\_

Model: <u>EL DOBLE</u>	Plan: <u>46</u>	Date: <u>9-6-19</u>
Member Name: <u>DIANE LANDERS</u>	Signature: <u>Diane Landers</u>	
Phone: [REDACTED]	E-mail: [REDACTED]	
Contractor Name/Co: <u>EXTREME IRON WORK</u>		
Owner Mailing Address: [REDACTED] (to be used for official correspondence)		

## Description of Proposed Variance Request ONLY:

wrought iron gate & fence  
 replace current gate-fence with new  
 7 feet high gate & fence  
 WIDTH 19 FEET



## Dimensions of Proposed Variance Alterations ONLY:

7 feet high

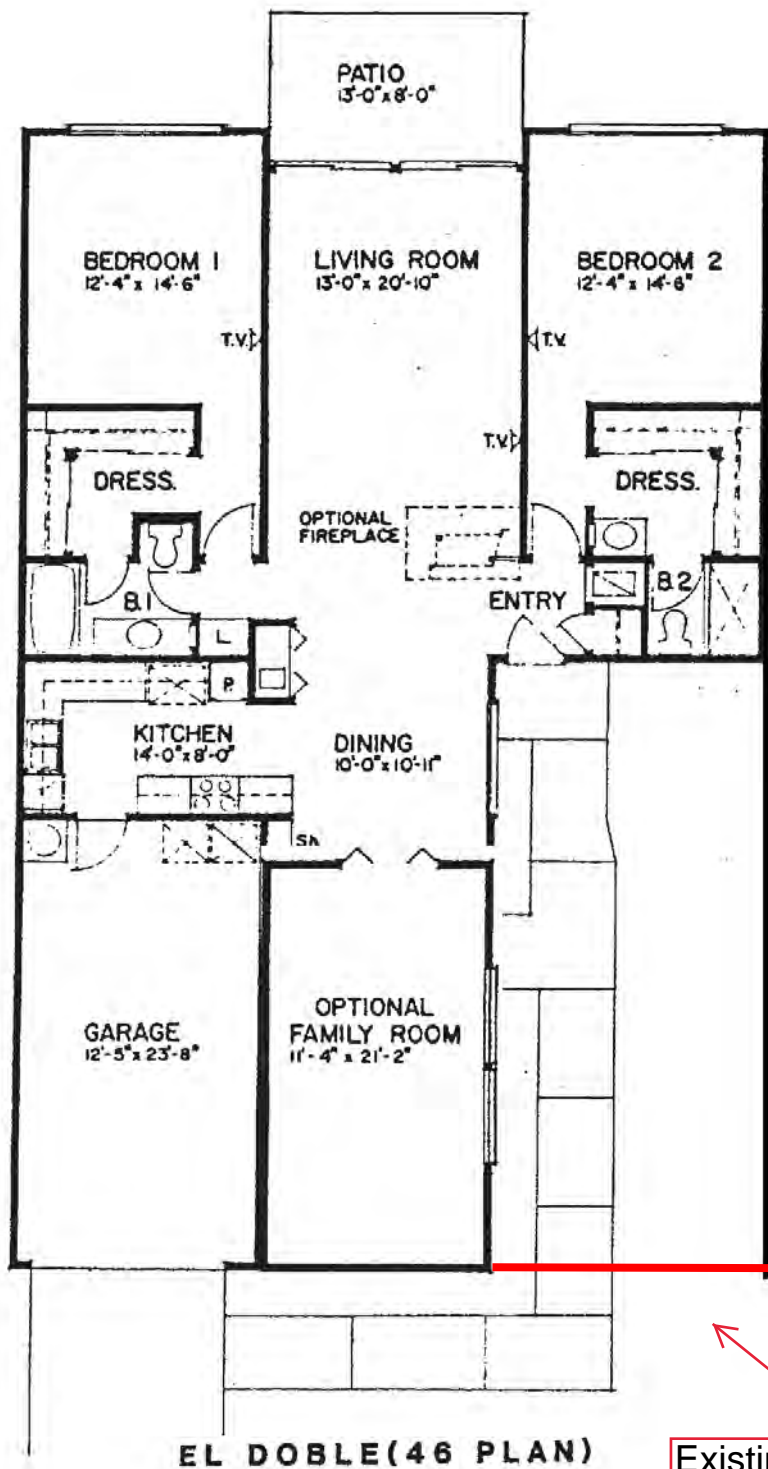
## FOR OFFICE USE ONLY

RECEIVED BY: \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_ Check# \_\_\_\_\_ BY: \_\_\_\_\_

<b>Alteration Variance Request</b>  Check Items Received: <input type="checkbox"/> Drawing of Existing Floor Plan <input type="checkbox"/> Drawing of Proposed Variance <input type="checkbox"/> Dimensions of Proposed Variance <input type="checkbox"/> Before and After Pictures <input type="checkbox"/> Other: _____	<b>Complete Submittal Cut Off Date:</b> <u>9/20/19</u>  <b>Meetings Scheduled:</b> Third AC&S Committee (TACSC): <u>10/21/19</u> United M&C Committee: _____ Board Meeting: <u>11/19/19</u> <b>*</b> <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other: _____
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3288-B



Unit C

Existing and proposed location of Gate and Fence replacement



chment: 1

“Trust is just one of  
the things we build well”

DATE: 8/20/19 0632

BID #:

PREPARED BY:

CUSTOMER'S NAME:

COMPANY NAME:

PHONE: EMAIL:

Tel: Fax:

## JOB PROPOSAL

CUSTOMER'S NAME

DIANE LANDERS

ADDRESS:

3288 SAN AMADEO UNIT B

TELEPHONE:

TYPE OF WORK:

Luis

- ☐ Entry Doors
- ☐ Driveway Gates
- ☐ Interior Railing
- ☐ Exterior Railing
- ☐ Single & Double Gates
- ☐ Custom Iron work
- ☐ Furniture
- ☐ Home Décor
- ☐ Pool Fence
- ☐ Window Guards
- ☐ Fireplace Screens
- ☐ Hand Rail
- ☐ Balcony Railing
- ☐ Miscellaneous
- ☐ Staircases
- ☒ Repair & Replacement
- ☐ Fence

## Gates

- ☐ Folding ☐ Sliding
- ☒ Double ☐ Single
- ☐ Electric

- ☐ Whole Knuckles
- ☐ Half Knuckles
- ☐ Baskets
- ☐ Shoes, Bases and collars
- ☐ Access Controls
- ☐ Hardware

- ☐ Spears, Finial and Post Caps
- ☐ Rosettes
- ☒ Aluminum Casting
- ☐ Forged Steel Prefabricated
- ☐ Hand Made Forged
- ☒ Pickets 5/8
- ☐ Forged Steel Panels
- ☐ Molded Cap Rail
- ☐ Gate Operators
- ☐ Balcony Elements
- ☐ Forged Post
- ☐ Decorative Panels
- ☐ Cast Steel Elements / Floral
- ☐ Stamped Floral Elements
- ☐ Pressed Sheet Metal Elements
- ☐ Hand Made Metal Elements
- ☐ Bushing & Cast Iron Collars
- ☐ Integrate Wood
- ☐ Plasma Cut Designs
- ☐ Forged Steel Balusters
- ☐ Forged Steel Panels and Scroll works
- ☐ Forged Steel Hand Rail Brackets
- ☐ Weld Tabs
- ☐ Base Plates
- ☐ Mounting Brackets
- ☐ Terminations

## Screening Material

- ☐ Mesh ☐ Expanded Metal ☐ Sheet Metal
- Locks**
- ☐ Latch ☐ Hinge
- Lock Boxes**
- ☐ Single Hole ☒ Double Hole

## MATERIAL

- ☒ Steel ☐ Aluminum ☐ Brass
- ☐ Stainless Steel ☐ Galvanized
- ☐ Other

## SIZE

## THICKNESS

- ☒ Square Tubing 1 1/2 14 g
- ☐ Round Tubing
- ☐ Rectangular Tubing
- ☐ Flat Bar
- ☐ Pipe
- ☐ Square Bar
- ☐ Round Bar
- ☐ Angle
- ☐ Hammered
- ☐ Twisted
- ☐ Other
- ☐ Channel

## COLOR

## FINISH

- ☒ Powder Coated ☐ Flat
- ☐ Primer ☒ Semi Gloss
- ☐ Sandblasting ☐ Gloss
- ☐ Metalized
- ☐ Custom Paint
- ☐ Black
- ☐ White
- ☐ Other

## MEASUREMENTS

Height 9 FT' IN'  
Width 19  
Depth

Any alteration or deviation from the above specifications, including but not limited to any such alterations of deviation involving additional material and/or labor costs, will be executed only upon written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payments for a period in excess of days from the due date of the payment shall be deemed a material breach of this contract.

In addition, the following general provisions apply:

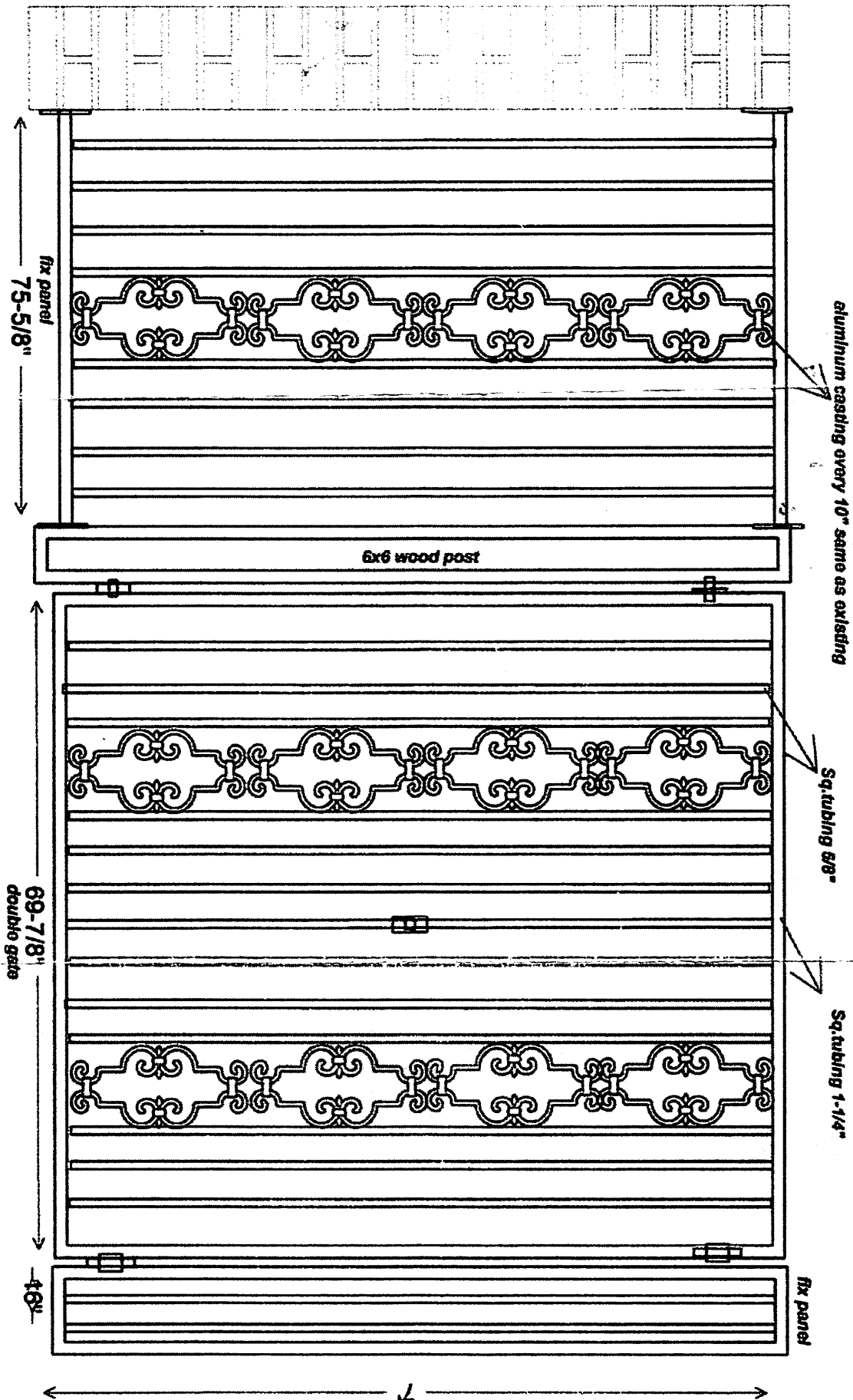
1. All work shall be completed in a workman-like manner.
2. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employee.
3. In the event Owner shall fail to pay payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
4. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
5. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
6. Contractor warrants all work for a period of 6 months following completion and is not liable for any damages to property, any individuals or work itself.

Client's Name: DIANE LANDERS Signature: Luis Date: 8-20-19

We accept all major credit cards



***will put mesh for privacy***



**XTREME IRON WORK**

**Drawing Copyright 2016**

chment: 1

3288-B





Attachment: 2





Street View



Street View

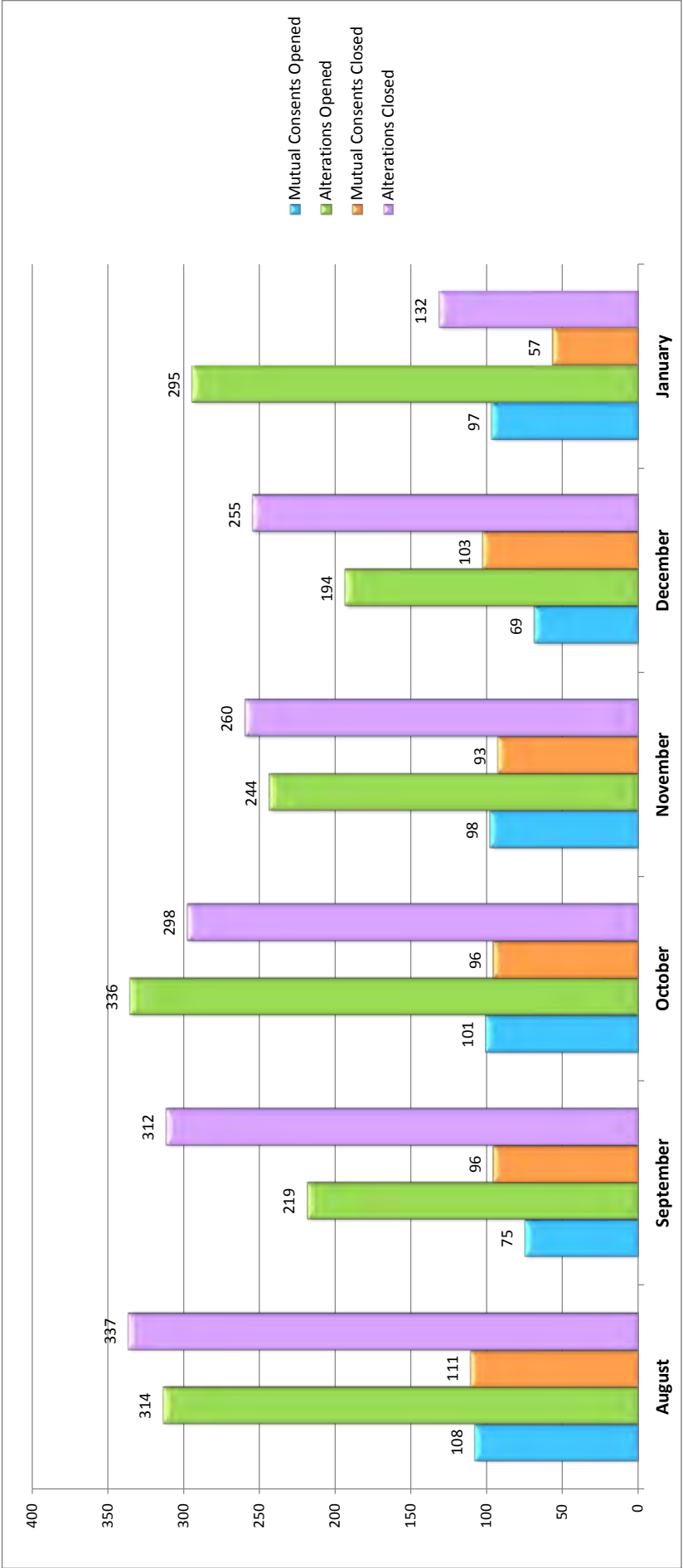




## Attachment: 3



Permits and Alterations Division  
Mutual Consents Report  
Third Mutual



	August	September	October	November	December	January	Total
Opened	Mutual Consents	108	75	101	98	97	548
	Alterations	314	219	336	244	295	1602
Closed	Mutual Consents	111	96	96	103	57	556
	Alterations	337	312	298	260	132	1594

\* One Mutual Consent may contain multiple individual Alterations