



**OPEN MEETING**

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

**Monday, August 27, 2018 – 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 July 23, 2018 Report
4. Approval of the Agenda
5. Chair Remarks
6. Member Comments - *(Items Not on the Agenda)*
7. Department Head 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.*

**Items for Discussion and Consideration:**

8. 3140-C (La Princesa, PL203C, 41) - Room Expansion onto Front Walled Patio (Original Footprint)
9. Review Updates to Architectural Standard 30: Storage Cabinets
10. Review Updates to Architectural Standard 31: Washer/Dryer Installations

**Reports:**

11. Discuss and Review the Proposed Key Policy
12. Discuss and Review the Permanent Version of the Unoccupied Unit Policy
13. Discuss Revisions to the Common Area Use Policy

**Items for Future Agendas**

**Concluding Business:**

14. Committee Member Comments
15. Date of next meeting – Monday, September 24, 2018
16. Adjourn

Bill Walsh, Chair  
Kurt Wiemann, Staff Officer  
Eve Morton, Alterations Coordinator: 949-268-2565



**OPEN MEETING**

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

**Monday, July 23, 2018 – 9:30 a.m.  
Laguna Woods Village Community Center Sycamore Room  
24351 El Toro Road**

**REPORT**

**COMMITTEE MEMBERS PRESENT:** Chair – Bill Walsh, Roy Bruninghaus, Rosemarie diLorenzo, Steve Parsons, John Frankel

**COMMITTEE MEMBERS ABSENT:** None

**ADVISORS PRESENT:** Bob Hatch, Mike Butler, Michael Plean

**STAFF PRESENT:** Kurt Wiemann, Gavin Fogg, Eve Morton

**1. Call to Order**

Chair Walsh called the meeting to order at 9:30 a.m.

**2. Acknowledgement of Media**

No media were present.

**3. Approval of June 25, 2018 Report**

Advisor Plean moved to approve the Report. Director Bruninghaus seconded. The motion passed with a unanimous vote.

**4. Approval of the Agenda**

Director Bruninghaus moved to approve the Agenda. Advisor Plean seconded. The motion passed with a unanimous vote.

**5. Committee Chair Remarks**

Chair Walsh commented that this committee and the Board have decided to not give away Common Area, but requests will still be heard. Chair Walsh thanked all were that were present.

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

None.

## **7. Department Head Update**

Mr. Wiemann reported that there are currently 110 vacant units in Third. Owners are being notified about the new inspection policy and the first set of inspections has been scheduled. The goal is to inspect four units per day. Mr. Wiemann explained what potential hazards an unoccupied unit poses such as leaks, rodents, mold, etc.

He stated that he will be providing the permanent version of the Unoccupied Unit Policy to the August committee meeting, along with an updated key program.

### 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:

## **8. 3191-B (El Doble, PL804R\_A, 46R) Install Enclosure Under Existing Covered Patio**

Director Bruninghaus made a motion to accept Staff's recommendation to approve this request. Director Parson seconded. The motion passed with a unanimous vote.

The committee requested that Staff include in future reports whether anyone had responded to the Neighborhood Awareness Notices at the time of the printing of the agenda packet. Mr. Wiemann agreed but pointed out that residents who are opposed to their neighbor's alteration are given the option to either write a letter to the committee or to attend the committee meeting.

## **9. 3197-B (El Doble, PL703R-C) Request to Install Pavers on Common Area**

President diLorenzo made a motion to accept Staff's recommendation and deny this request. Director Parsons seconded.

Discussion ensued regarding Common Area.

The resident was in attendance and stated that he no longer was interested in putting up a fence.

Director Parsons made a motion to ask Staff to work with the General Manager and the Landscape Department to resolve this matter with the resident. Director Parsons seconded. The motion passed with a unanimous vote.

The committee requested that Mr. Wiemann contact the resident with a resolution to the matter by the end of the month.

**10. 3284-C (La Reina, SB104C, 4R) Retain Stacked Stone Veneer Coverings in Atrium, Entry and Garage**

President diLorenzo made a motion to accept Staff's recommendation to approve this request. Director Bruninghaus seconded. The motion passed with a unanimous vote.

**11. 5086 (Villa Reposa, C11RA\_1) Room Expansion, Construct New Pitched Roof and New Entry Door**

Director Bruninghaus made a motion to accept Staff's recommendation to approve this request with the addition of two conditions; that the existing patio fence must remain and that the room expansion must be within the existing footprint. President diLorenzo seconded. The motion passed with a unanimous vote.

**12. 5422 (San Marco, C12C\_2) Raise Living Room Ceiling above Existing Structural Members**

President diLorenzo made a motion to accept Staff's recommendation to approve this request. Advisor Plean seconded. The vote was seven in favor and one opposed. The motion passed.

**13. 5583-A (Casa Lorenzo, 12R\_13) Convert Laundry Room to Bathroom, Patio Wall Revision, Add Windscreen, and Install Hot tub**

Director Bruninghaus made a motion to accept Staff's recommendation to approve all the requests except for the patio wall gate. Advisor Plean seconded. The motion passed with a unanimous vote.

The committee requested that Staff send this resident information on receiving a special water allocation for the hot tub from the El Toro Water District since it will be used for medical purposes.

Reports:

**14. Review Updates to the Common Area Use Policy**

Mr. Wiemann stated this updated policy addresses topics of discussions which have happened in Closed sessions, closes loopholes, and restricts giving away Common Area except to accommodate handicapped access.

Director Bruninghaus requested the wording in the first paragraph be updated since the Mutuals didn't merge, they just agreed to the same set of CCRs. The committee requested that the Mutual attorney update the language and the updated language be updated in this document, on the website, etc.

Mr. Wiemann was asked to add to the Policy that Common Area will not be given any longer and if a manor has been granted Common Area in the past, the use of the area may not be repurposed. Mr. Wiemann was asked to draft the wording and give it to the Mutual's attorney to review.

The Committee asked Staff to also update the Policy with Advisor Butler's proposed paragraph before the Mutual attorney reviews the proposed changes to the Policy.

Items for Future Agendas

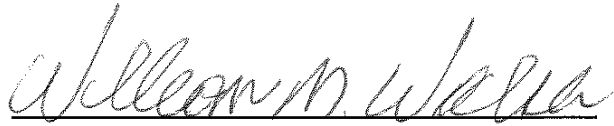
Concluding Business:

**15. Committee Member Comments**

Several comments were made on various topics.

**16. Date of next meeting – Monday, August 27, 2018**

**17. Adjourned at 12:18 p.m.**

A handwritten signature in cursive script, appearing to read "William M. Walsh", is written over a horizontal line.

Chair, Bill Walsh

Kurt Wiemann, Staff Officer

Eve Morton, Alterations Coordinator, 268-2565



## STAFF REPORT

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**DATE:** August 27, 2018  
**FOR:** Architectural Control and Standards Committee  
**SUBJECT:** Variance Request  
Ms. Jung Hae Lee of 3140-C (La Princesa, PL203C, 41)  
Room Expansion onto Front Walled Patio (Original Footprint)

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### **RECOMMENDATION**

Staff recommends the Board approve the request to construct a room expansion onto the existing walled front patio with the conditions stated in Appendix A.

### **BACKGROUND**

Ms. Lee of 3140-C Via Vista, a La Princesa style unit, is requesting Board approval of a variance to construct a room expansion on the same footprint as the existing walled front patio (Attachment 1).

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

The existing front patio 12'6" wide by 12' long is the original footprint of the unit, along with original fence measuring 5' tall that surrounds the patio in an "L" shape with leg lengths measuring 12'6" and 12'.

Other than tile being added to the patio slab in 1999 via Mutual Consent, there have been no other alterations performed on the patio. There are no previous Common Area Usage Agreements on file for this unit.

There are no Architectural Standard plans on file that match this alteration request on this type of unit; a Variance is required.

### **DISCUSSION**

The proposed room addition (Attachment 1) will be constructed on the existing 12'6" wide by 12' long front patio footprint, along with repurposing a 2'10" wide by 12' long portion of garage space (total expansion area 15'4" wide by 12' long). The condominium plan for unit 3140-C designates the patio and garage areas as Exclusive Use Common Area. The room expansion would allow for an additional bedroom, office or den with an en suite bathroom; therefore Staff recommends a condition of approval restricting the construction of a closet and the registration as a non-sleeping room.

The front elevation will have a white vinyl window measuring 8' wide by 5' tall and the right elevation shall have a 5' wide by 5' tall window that faces the street. A new French door will replace the existing dining room sliding glass door to provide access from the unit to the room expansion.

The proposed roof would consist of a new pitched roof (4:12) that matches the existing. The exterior will be constructed to match the existing roof in materials and appearance and tie in to the rest of the unit's roof at 11'8", while the main structures roof measure 15' tall.

Also shown on the plans provided are new skylight installations in the bathroom, kitchen and living room, a Solar tube in walk-in closet, retrofitting of all windows, a kitchen remodel, tile on rear patio, ceiling fans in bedroom and living room, recessed lighting throughout unit, a new entry door and a master bathroom remodel; these alterations can be constructed via an over-the-counter Mutual Consent.

Plumbing plans have been provided for the required drainage (Attachment 1).

A City permit that would ensure Title 24 is met will be required for Mutual approval.

Staff determined there would be no impairment of the structural integrity or mechanical systems of the surrounding buildings or lessening of its support.

A City of Laguna Woods building permit final would verify compliance with all applicable building codes to include light, ventilation, and egress.

Previous requests for similar front patio room additions have been approved for Manors 5534-A in August 2013, 3231-D in April 2014, 3164-A in June 2014, 3187-A in June 2015, 3172-C in July 2015 and 3319-D in February 2017 and 5345-D in December 2017.

At the time of preparing this report, there are no open Mutual Consents for Manor 3140-C.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 3140-C.

Staff does not believe the styling of the alteration would cause any negative effect on the surrounding units and would maintain consistency with the Community's aesthetics.

A Neighbor Awareness Notice was sent to Units 3140-B, 3141-A, 3141-B, 3170-P and 3170-Q on August 7, 2018 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 have been no responses to the Neighbor Awareness Notices.

**Prepared By:** Gavin Fogg, Alterations Inspector II

**Reviewed By:** Kurt Wiemann, Permits, Inspections & Restoration Manager

Eve Morton, Alterations Coordinator

## **ATTACHMENT(S)**

Appendix A:	Conditions of Approval
Attachment 1:	Site Plan
Attachment 2:	Variance Request, July 18, 2018
Attachment 3:	Photos
Attachment 4:	Map



## APPENDIX A

### CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

1. The new expanded area must be classified as a den or office.
2. No closet(s) can be constructed in the new expanded area.
3. No improvement shall be installed, constructed, modified or altered at unit **3140-C**, ("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.
4. A Variance for Unit Alterations has been granted at **3140-C** for **Room Expansion onto Front Patio**, 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.
5. Prior to the issuance of a Mutual Consent for Unit Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
6. 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 3140-C and all future Mutual members at 3140-C.
7. 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.
8. Prior to the Issuance of a Mutual Consent for Alterations, acoustical impacts shall be considered and will require noise reducing material such as sound dampening drywall on common walls of the alteration (such as QuietRock® drywall panels or similar approved products).
9. All piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations thorough framing.
10. This approval does not change the number of bedrooms or the original maximum

occupants permitted in the Unit.

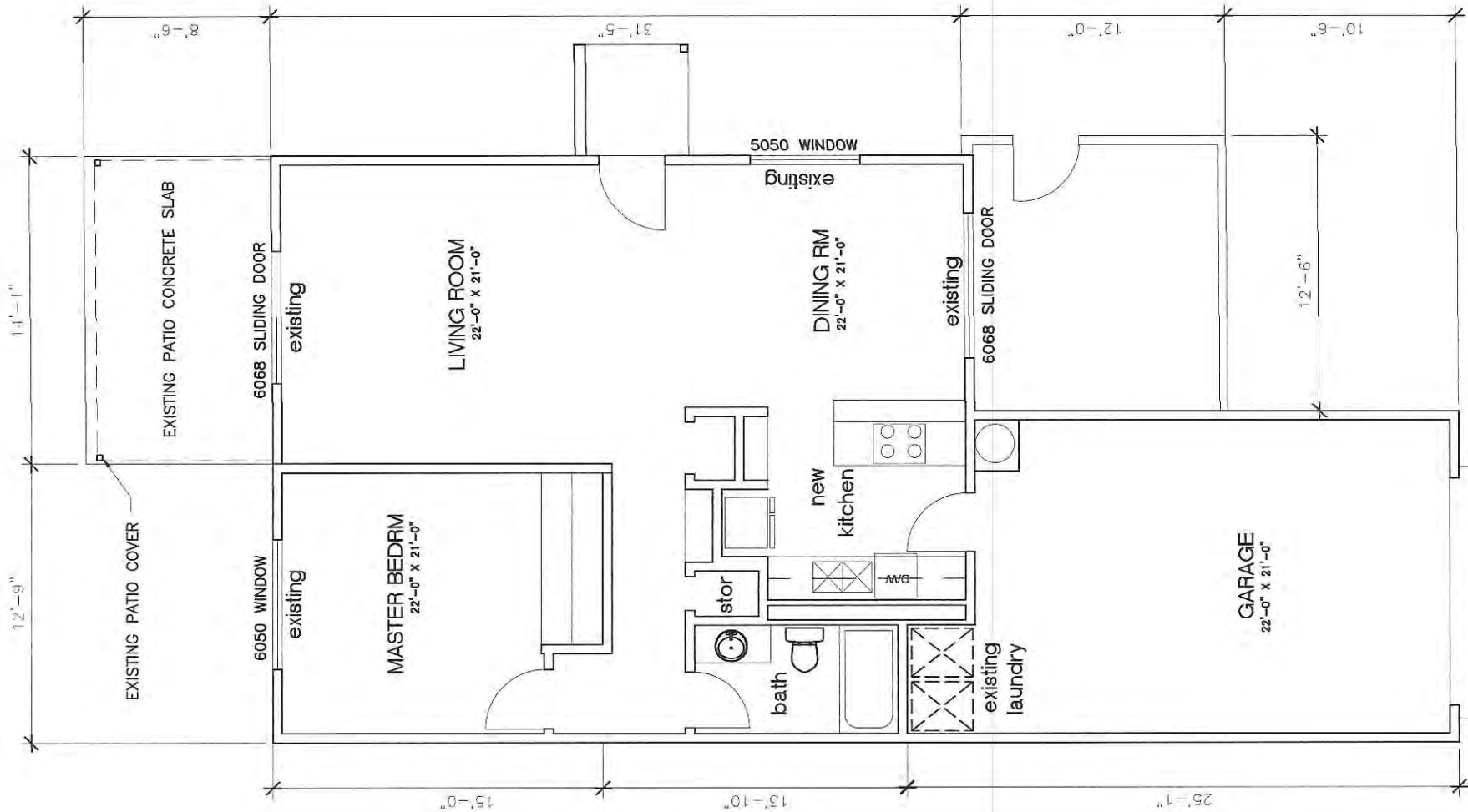
11. Member Owner(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized "Covenant to Run with the Land" for a proposed improvement that would utilize any portion of the Mutual's Common 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.
12. A City of Laguna Woods permit is required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a Mutual Consent for Unit Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.
13. Prior to the Issuance of a Mutual Consent for Unit Alterations, **the Member Owner must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed.** The inspection will be a chargeable service to the Member Owner. Inspection appointments are to be made with Resident Services, by authorized persons only. Findings from the video inspection will be recorded on the chargeable service ticket for Unit Alterations staff to review.
14. Prior to the issuance of a Mutual Consent for Unit Alterations, if required, a Mutual Roof Alteration Notification ("Tie-In Form") must be submitted to the Division. All roof tie-ins must be performed by a C-39 Licensed Contractor. The Member Owner may hire a C-39 Licensed Contractor of his/her own choice to perform roof tie-ins for the installation of solar panels on all roof types except PVC Cool Roofs. For PVC Cool Roofs, regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member Owner's expense. All tie-ins may only be made to sound structural elements. Existing structural elements proposed to be tied to, which exhibit signs of dry rot or other structural defects, must first be replaced or repaired at the Member Owner's expense during construction of the improvement.
15. 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.
16. Prior to the issuance of a Mutual Consent for Unit Alterations, the Member Owner shall request a Broadband infrastructure inspection to assure that Mutual property is appropriately identified in order to be addressed during construction.
17. 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.
18. 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.

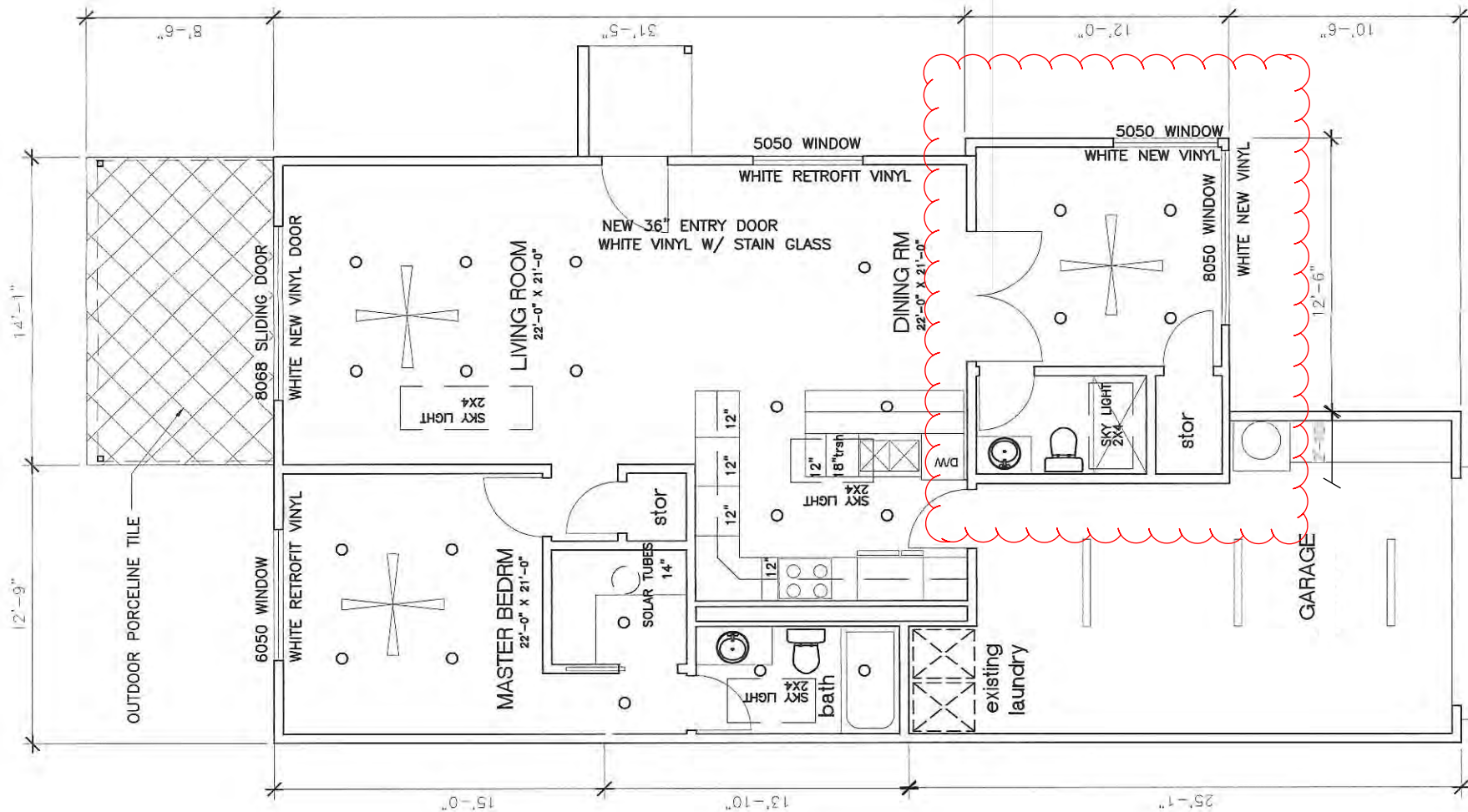
19. Member Owner hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy 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.
20. 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.
21. Member is responsible for following the gate clearance process in place to admit contractors and other invitees.
22. 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.
23. 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.
24. 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.
25. 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.

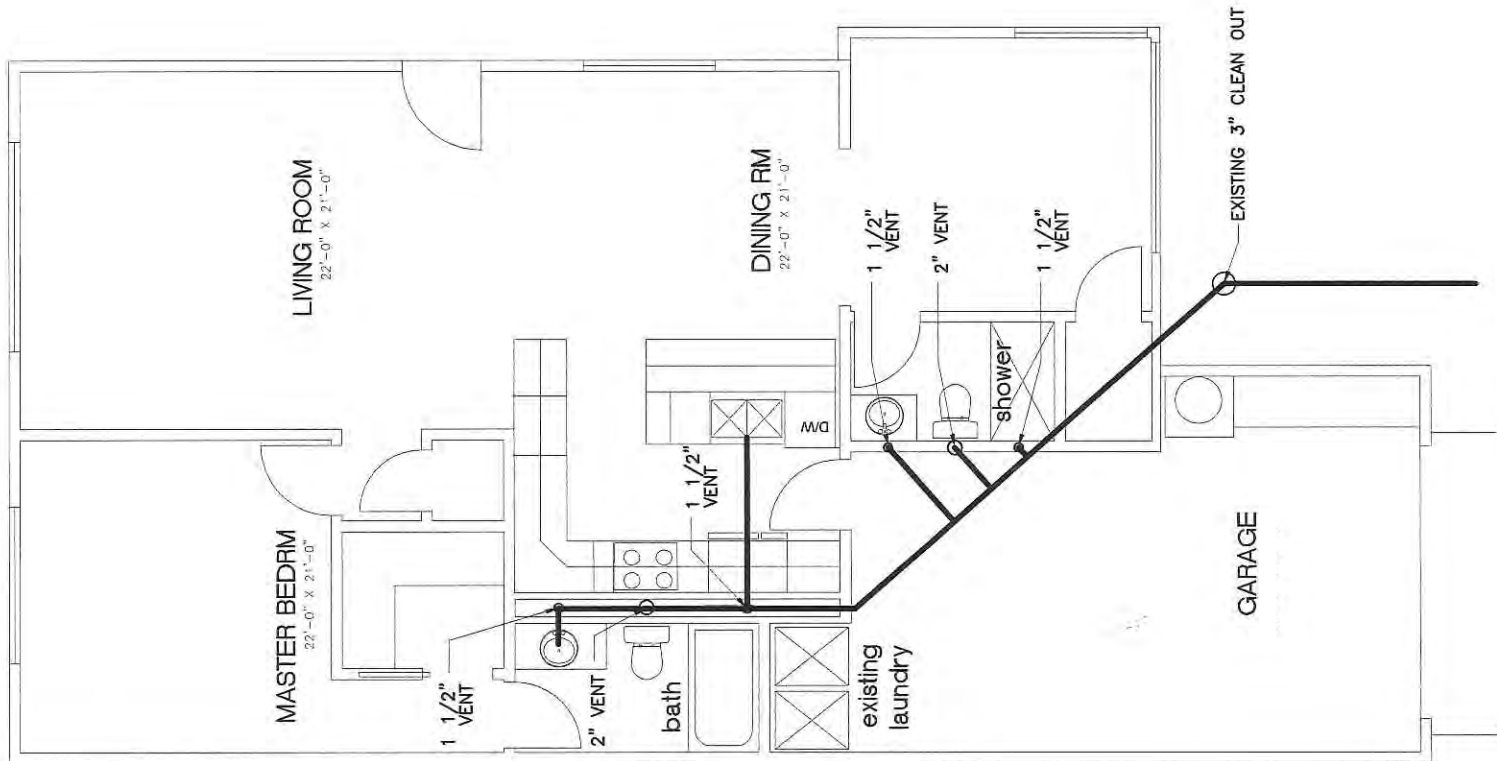
26. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.
27. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
28. 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.
29. 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.
30. 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.
31. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
32. 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.
33. 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.
34. 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.



EXISTING FLOOR PLAN



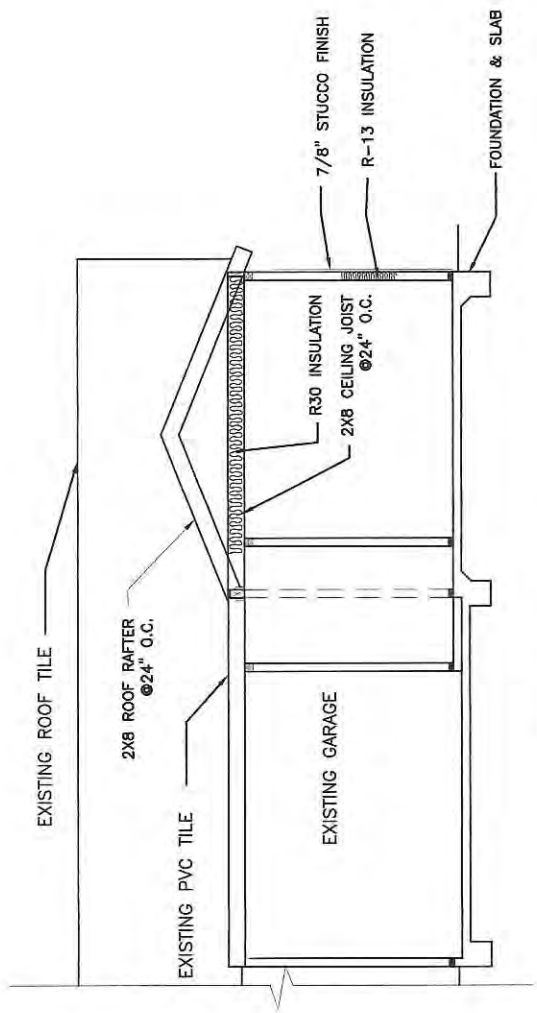
PROPOSED FLOOR PLAN



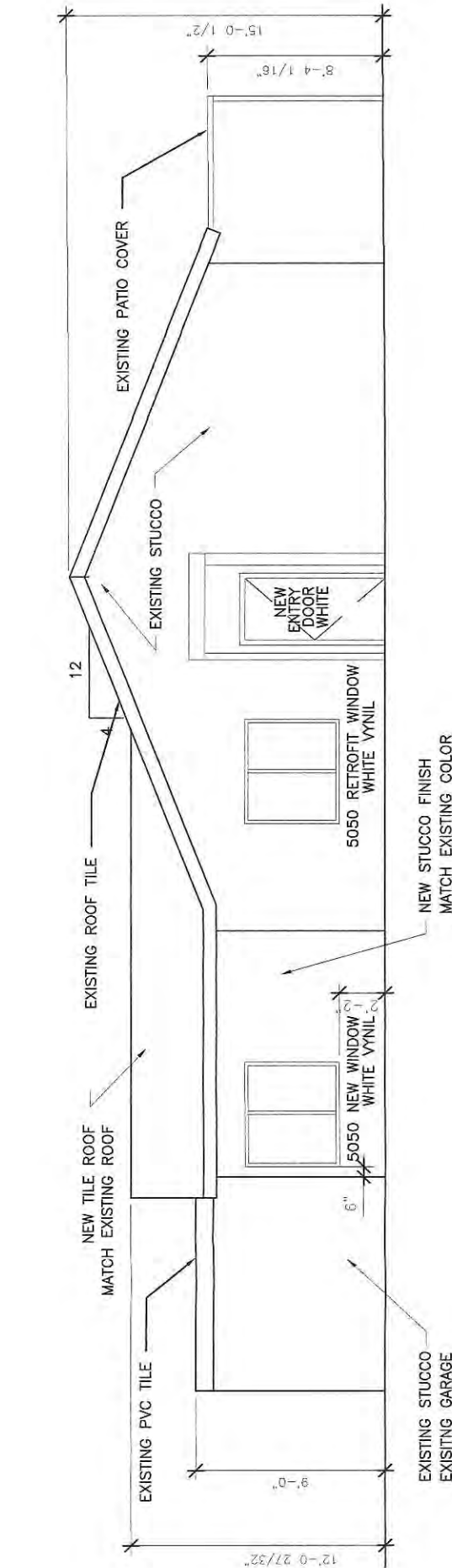
PLUMBING PLAN

VARIANCE FOR VIA VISTA #C LAGUNA WOODS



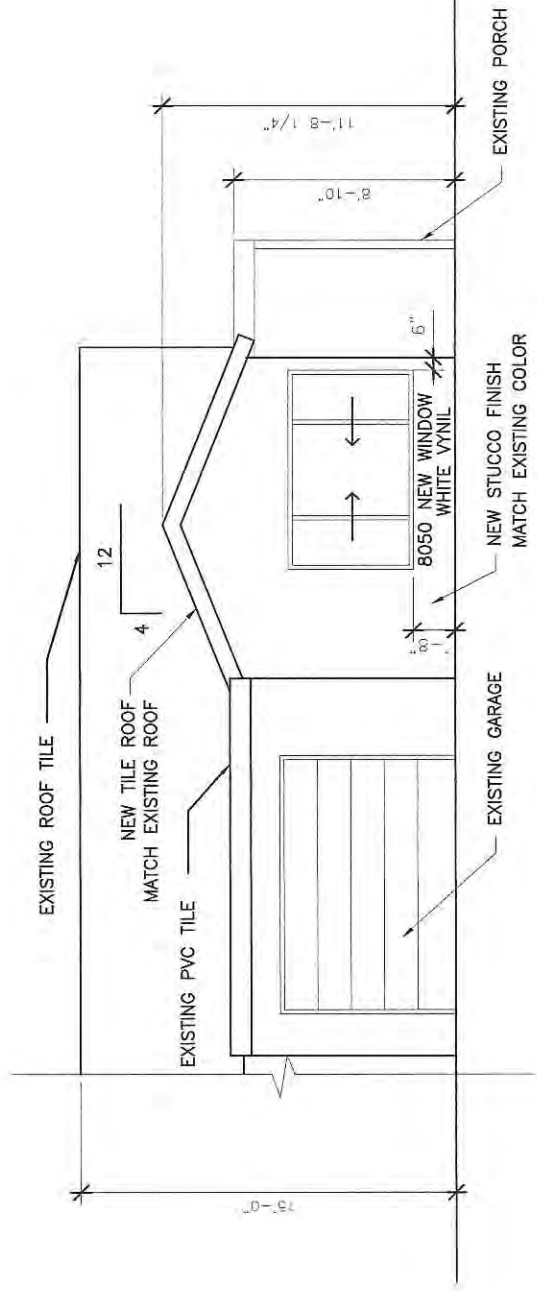


# SECTION



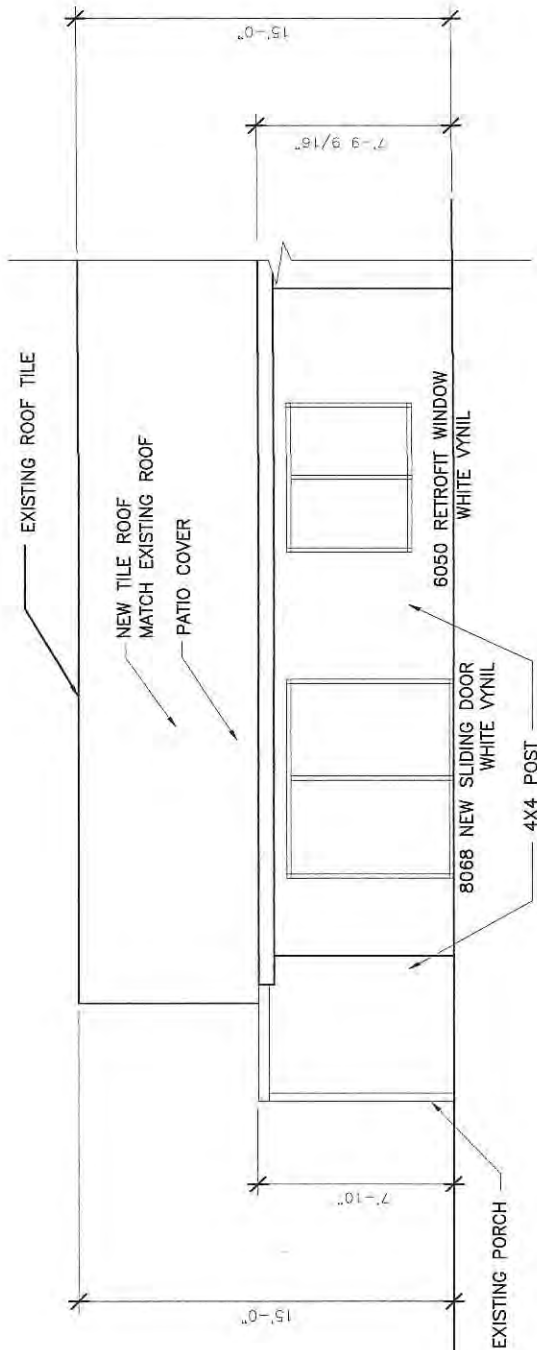
# RIGHT ELEVATION

SCALE: 1/8"=1'-0"



# FRONT ELEVATION

SCALE: 1/8"=1'-0"



# REAR ELEVATION

SCALE: 1/8"=1'-0"

Variance Request Form

Model: <u>La Princesa</u>	Plan: <u>PL 203</u>	Date: <u>7/18/18</u>
Member Name: <u>LEE, JUNG HAE</u>	Signature: <u>[Signature]</u>	
Phone: <u>[Redacted]</u>	E-mail: <u>N/A</u>	
Contractor Name/Co: <u>Paul Lee / Caleb Const.</u>	<u>[Redacted]</u>	
Mailing Address: <u>3140-C</u>	<u>[Redacted]</u>	

Description of Proposed Variance Request ONLY:

1 bed room addition with 1 bathroom at Front patio area.

Dimensions of Proposed Variance Alterations ONLY:

Room addition dims is 12'-11" X 12'-3"

FOR OFFICE USE ONLY

RECEIVED BY: Joe Jimenez DATE RECEIVED: 7/18/18 Check# 1508 BY: Paul Lee

<p><b>Alteration Variance Request</b></p> <p>Check Items Received:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Drawing of Existing Floor Plan</li> <li><input type="checkbox"/> Drawing of Proposed Variance</li> <li><input type="checkbox"/> Dimensions of Proposed Variance</li> <li><input type="checkbox"/> Before and After Pictures</li> <li><input type="checkbox"/> Other: _____</li> </ul>	<p><b>Complete Submittal Cut Off Date:</b> <u>7/26/18</u></p> <p><b>Meetings Scheduled:</b></p> <p>Third AC&amp;S Committee (TACSC): <u>8/27/18</u></p> <p>United M&amp;C Committee: _____</p> <p>Board Meeting: <u>9/18/18</u></p> <p><input type="checkbox"/> Denied <input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Tabled <input type="checkbox"/> Other _____</p>
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**Attachment: 3**









## Attachment: 4



# ~~THIRD LAGUNA HILLS MUTUAL~~



## **SECTION STANDARD 30: STORAGE CABINETS**

**FEBRUARY 1985**

**REVISED JUNE 2002, RESOLUTION M3-02-29**

**GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49**

**GENERAL REQUIREMENTS REVISED JANUARY 2018, RESOLUTION 03-18-12**

**REVISED AUGUST 2018, RESOLUTION 03-18-XXX**

### **1.0 GENERAL REQUIREMENTS**

See Standard Section 1: General Requirements

### **2.0 GENERAL CONDITIONS**

- 2.1** ~~The Permits and Inspections~~Alterations office~~division shall issue a permits Mutual Consent for a~~All storage cabinets in carports, breezeways, and parking areas require a Mutual Consent issued by the Alterations Division prior to installation.
- 2.2** All cabinets shall be constructed of wood per standard plan drawings.
- 2.3** Cabinets shall be positively attached to adjacent wall or structure to prevent overturning as required by the ~~Uniform International~~ Building Code. Method of attachment shall provide a minimum of 1.5-inch clearance (air) space to prevent moisture damage to the cabinet.
- 2.4** A 12" access shall be maintained between cabinets and existing plumbing, electrical, or other utility installations and/or outlets.
- 2.5** No refrigerators, freezers, or other major electric appliances will be allowed in or around storage cabinets. No electrical wiring shall be run through the cabinet.



- 2.6 No loose items are allowed outside of storage cabinets. All personal property, including foot lockers, file cabinets, trunks and work benches shall be stored in cabinets and shall not violate use restrictions set forth in Article III of Declaration of Covenants, Conditions, and Restrictions.
- 2.7 All cabinets shall be legibly labeled with the manor number.
- 2.8 ~~Permits~~ A Mutual Consent will not be required for cabinets, which are located within patios or balconies provided they are no taller than 4'-0", nor l wider than 4'-0", ~~or no~~ nor deeper than 3'-0".

### 3.0 CARPORT CABINETS

- 3.1 Cabinets shall be no taller than 3'-6", no wider than the carport stall, nor deeper than 2'-6".
- 3.2 Cabinets shall be painted to match all existing cabinets or adjacent building walls (if no cabinets exist in the area).
- 3.3 The cabinet shall be installed on a base constructed of galvanized or non-ferrous metal, pressure treated lumber, or equivalent material as determined by the ~~Permits and Inspections office~~ Alterations Division.

### 4.0 BREEZEWAY/BALCONY CABINETS

- 4.1 Breezeway cabinets will be permitted in Casa Linda (11-06 type) and Casa Contenta (KK-08 type) buildings only.
- 4.2 The cabinet shall be no taller than 5'-6", no wider than 3'-0", nor deeper than 1'-6".
- 4.3 Breezeway cabinets will be limited to two, based upon available space. Available space shall be divided equally among adjacent units. ~~Cabinets will be limited to two per breezeway on a first-come, first-served basis.~~
- 4.4 Cabinet units will be placed under stairwell area as indicated on drawing.
- 4.5 Cabinets will be painted to match existing building color.

4.6 The cabinet shall be placed on casters.

4.7 Cabinets located on a balcony will be limited to one. Cabinet heights may not exceed the height of the balcony railing. Cabinets against the ~~stucco~~ building may shall not exceed 6' in height.

## 5.0 UNDERGROUND CARPORT CABINETS

### (GARDEN VILLA-TYPE BUILDINGS)

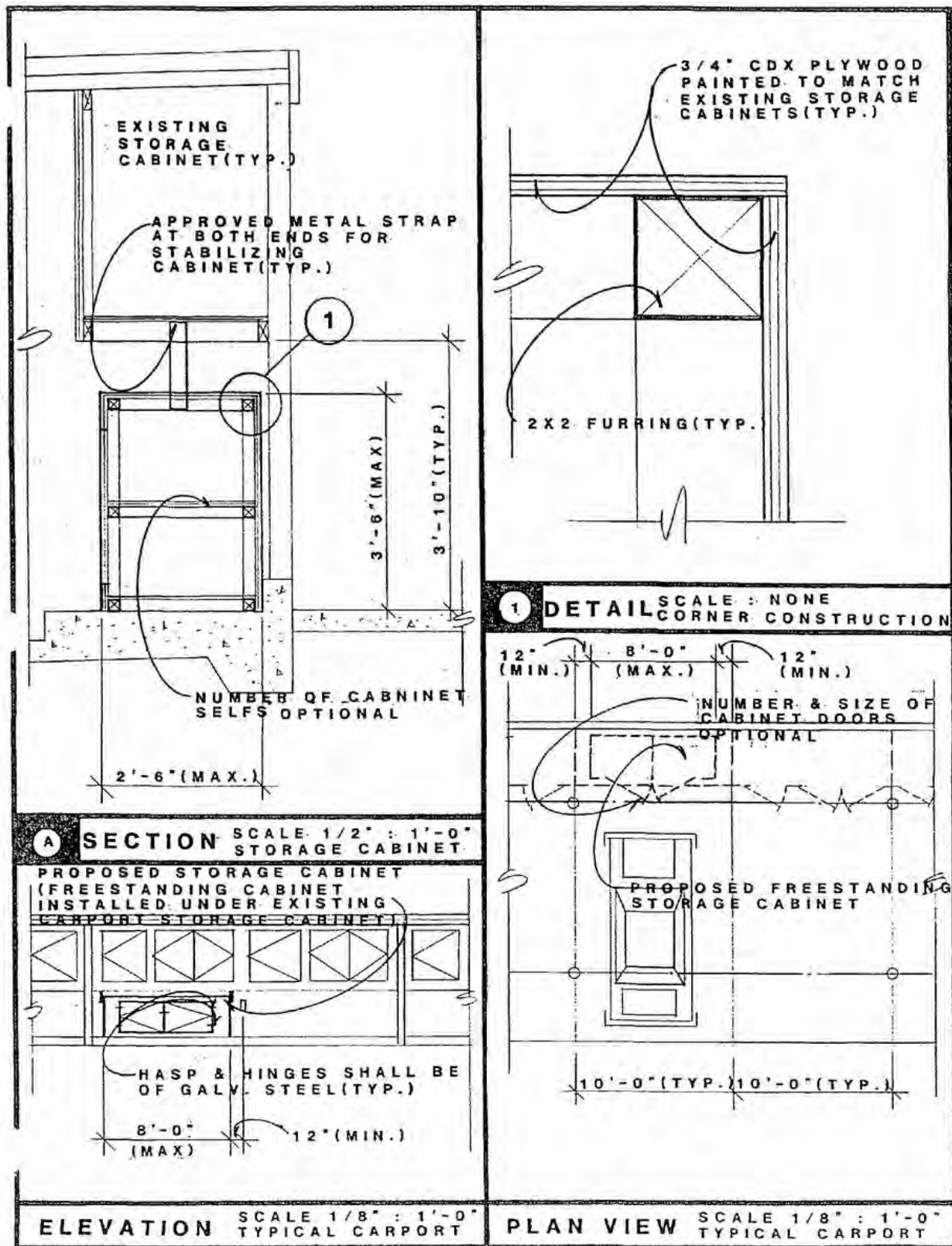
5.1 Cabinets shall be limited to the manor owner's space or adjacent area as approved by the ~~Permits and Inspections office~~Alterations Division and conform to the standard plans.

5.2 Cabinets shall be painted to match all existing cabinets or adjacent building walls (if no cabinets exist in the area).

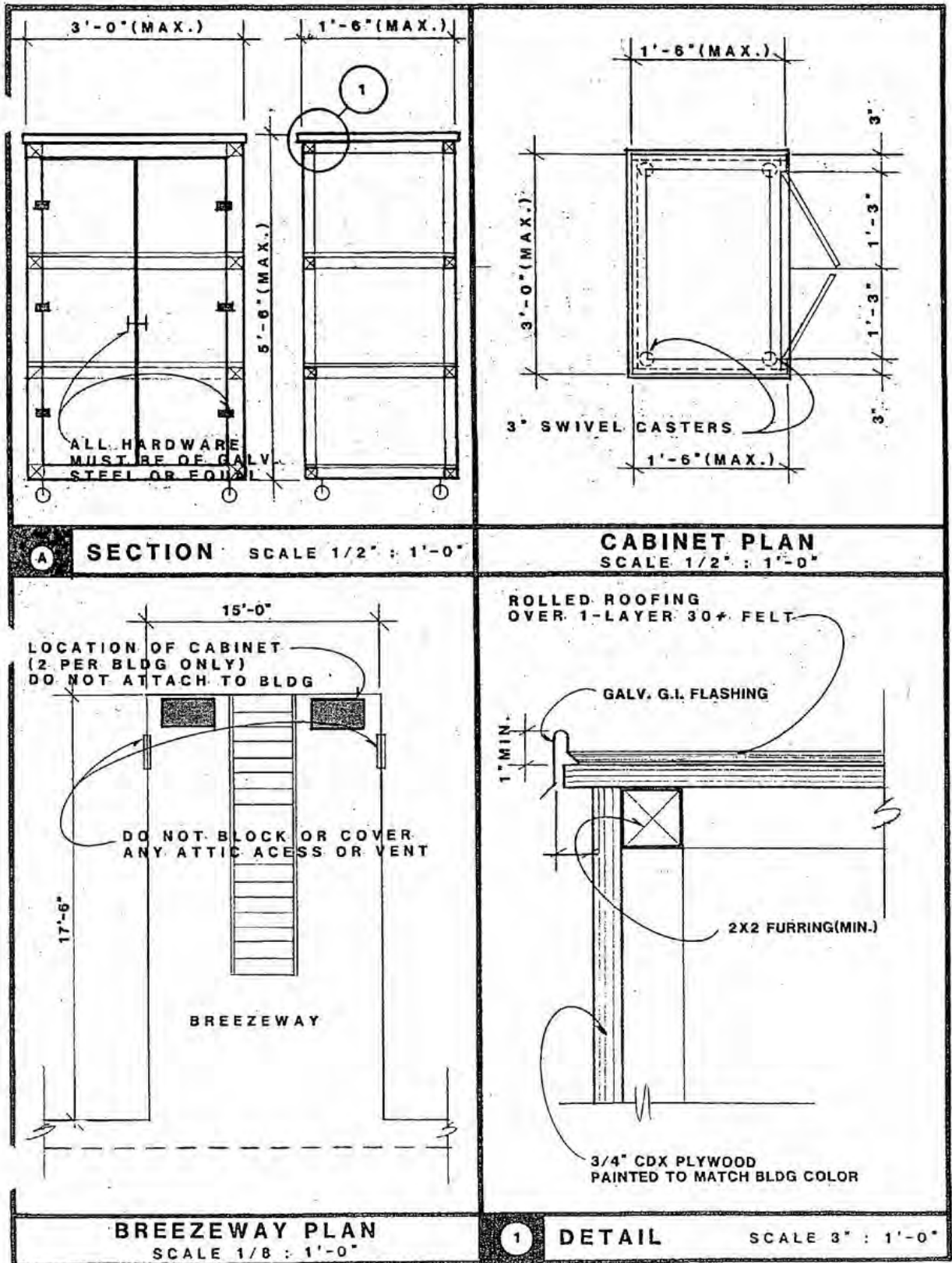
5.3 The cabinet shall be no taller than 7'-0", no wider than 4'-0", nor deeper than 3'-0".

5.4 In those areas where the adjacent wall height is 3'-6"; the cabinets shall not exceed the height of the wall.

5.5 The cabinet shall be installed on a base constructed of galvanized or non-ferrous metal, pressure treated lumber, or equivalent material as determined by the ~~Permits and Inspections office~~Alterations Division.

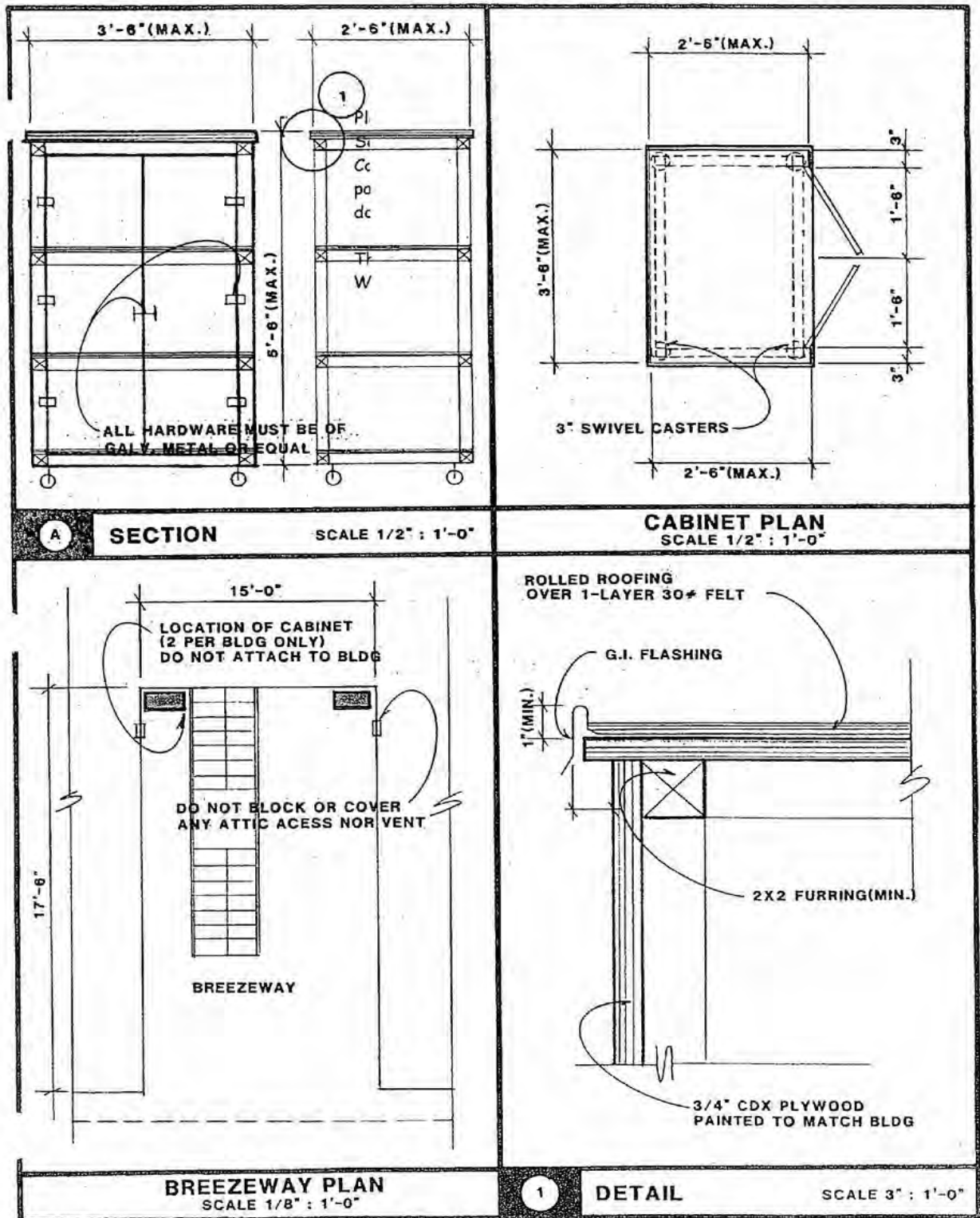


# 11-06 BLDG



**BREEZEWAY STORAGE CABINET**  
JUNE 3, 1992

AK 08 BLDG



**BREEZEWAY STORAGE CABINET**  
JUNE 5, 1992





## STAFF REPORT

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**DATE:** August 27, 2018  
**FOR:** Architectural Controls and Standards Committee  
**SUBJECT:** Revisions to Alteration Standard 31: Washer and Dry Installations

---

### **RECOMMENDATION**

Approve a resolution to revise Alteration Standard 31: Washer and Dryer Installations.

### **BACKGROUND**

On June 25, 2018, the ACSC reviewed this Staff Report and Resolution. The Committee voted to recommend the item for approval by the Board.

The Architectural Controls and Standards Committee (ACSC) requested Staff to review and revise the current Alteration Standards for applicability, usefulness, and current technology.

There are currently 40 Alteration Standards available for Members to use to perform alterations to their manor. Many have not been reviewed or updated for years to reflect changes in technology, materials, and construction methods.

Alteration Standard 31: Washer and Dryer Installation was last revised in December 1998, via Resolution M3-98-65.

### **DISCUSSION**

The ACSC has reviewed the existing Alteration Standard 31: Washer and Dry Installation and determined that the Standard needs to be revised to reflect the current Building Codes, Municipal Codes, or Mutual policies. The proposed revisions to the Standard are as follows:

- §2.6 A Mutual Consent will be not be issued for manors that do not qualify as determined by existing waste line sizes. Minimum sizes are 2 3" ABS plastic and 3" cast iron.
- §2.12 The installation of washers and dryers in three-story buildings is prohibited and variance requests for washers and dryers in three-story buildings will not be accepted. Variances for the installation of washer and dryers in individual manors will not be granted in three-story buildings.

### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Kurt Wiemann, Permits, Inspections and Restoration Manager

**Reviewed By:** Eve Morton, Alterations Coordinator

**ATTACHMENT(S)**

**Attachment 1:** Resolution 03-18-XXX Revise Alteration Standard 31: Washer and Dry Installations

**Attachment 2:** Red Lines of Alteration Standard 31: Washer and Dry Installations

**Attachment 3:** Revised Standard 31: Washer and Dry Installations

**Attachment 1**

**RESOLUTION 03-18-XX**

**Revise Alteration Standard 31: Washer and Dry Installations**

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to amend Alteration Standards and create new Alteration Standards as necessary; and,

**WHEREAS**, the Architectural Control and Standard Committee recognizes the need to revise Alteration Standard 31: Washer and Dry Installations.

**NOW THEREFORE BE IT RESOLVED**, August 21, 2018, that the Board of Directors of this Corporation hereby introduces Alteration Standard 31: Washer and Dry Installations as attached to the official meeting minutes;

**RESOLVED FURTHER**, that Resolution M3-98-65 adopted December, 1998, is hereby superseded in its entirety and no longer in effect;

**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out this resolution as written.

Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 30-days from the postponement to comply with Civil Code §4360.

## ~~THIRD LAGUNA HILLS MUTUAL~~



### SECTION STANDARD 31: WASHER & DRYER INSTALLATIONS

APRIL 1991

REVISED DECEMBER 1998, RESOLUTION M3-98-65

GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49

GENERAL REQUIREMENTS REVISED JANUARY 2018, RESOLUTION 03-18-12

REVISED AUGUST 2018, RESOLUTION 03-18-XXX

#### 1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

#### 2.0 EXTERIOR CABINETS

- 2.1 All patio installations shall be enclosed in a cabinet which meets all manufacturer's requirements.
- 2.2 The cabinet design shall be submitted to the ~~Permits and Inspections office~~Alterations Division prior to issuance of ~~-a Mutual Consentan alteration permit~~. The design shall address protection of the equipment from the elements.
- 2.3 Cabinets must be obscured from public view (i.e., block wall, closed patio).
- 2.4 Cabinets to be painted to match existing color of building.
- 2.5 Location of unit and/or plumbing connections must be submitted in writing to the the ~~Permits and Inspections office~~Alterations Division prior to issuance of a ~~permit~~Mutual Consent.
- 2.6 ~~No permits~~A Mutual Consent will be not be issued for manors that do not qualify as determined by existing waste line sizes. Minimum sizes are 23" ABS plastic and 3" cast iron.

- 2.7 All penetrations through existing walls shall be properly flashed and caulked to provide a weather tight seal around all protruding plumbing, electrical and vent lines.
- 2.8 Connections below slab shall be properly vented and covered with sand and "Visqueen" before replacement of concrete.
- 2.9 All hot and cold water supply lines shall be of minimum 1/2" diameter, type L copper.
- 2.10 All pressure lines shall be securely strapped to prevent movement or knocking.
- 2.11 All electrical wiring to be located in walls. No exposed conduit will be permitted.
- 2.12 The installation of washers and dryers in three-story buildings is prohibited and variance requests for washers and dryers in three-story buildings will not be accepted. Variances for the installation of washers and dryers in individual manors will not be granted in three-story buildings.



## **STANDARD 31: WASHER & DRYER INSTALLATIONS**

APRIL 1991

REVISED DECEMBER 1998, RESOLUTION M3-98-65

GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49

GENERAL REQUIREMENTS REVISED JANUARY 2018, RESOLUTION 03-18-12

REVISED AUGUST 2018, RESOLUTION 03-18-XXX

### **1.0 GENERAL REQUIREMENTS**

See Standard Section 1: General Requirements

### **2.0 EXTERIOR CABINETS**

- 2.1** All patio installations shall be enclosed in a cabinet which meets all manufacturer's requirements.
- 2.2** The cabinet design shall be submitted to the Alterations Division prior to issuance of a Mutual Consent. The design shall address protection of the equipment from the elements.
- 2.3** Cabinets must be obscured from public view (i.e., block wall, closed patio).
- 2.4** Cabinets to be painted to match existing color of building.
- 2.5** Location of unit and/or plumbing connections must be submitted in writing to the the Alterations Division prior to issuance of a Mutual Consent.
- 2.6** A Mutual Consent will be not be issued for manors that do not qualify as determined by existing waste line sizes. Minimum sizes are 3" ABS plastic and 3" cast iron.
- 2.7** All penetrations through existing walls shall be properly flashed and caulked to provide a weather tight seal around all protruding plumbing, electrical and vent lines.

- 2.8 Connections below slab shall be properly vented and covered with sand and "Visqueen" before replacement of concrete.
- 2.9 All hot and cold water supply lines shall be of minimum 1/2" diameter, type L copper.
- 2.10 All pressure lines shall be securely strapped to prevent movement or knocking.
- 2.11 All electrical wiring to be located in walls. No exposed conduit will be permitted.
- 2.12 **The installation of washers and dryers in three-story buildings is prohibited and variance requests for washers and dryers in three-story buildings will not be accepted.**







## STAFF REPORT

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**DATE:** August 27, 2018  
**FOR:** Architectural Controls and Standards Committee  
**SUBJECT:** Key Policy

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### **RECOMMENDATION**

Entertain a Motion to approve a Resolution authorizing the Key Policy.

### **BACKGROUND**

The Mutual has been operating a voluntary key file program for many years. Information for the program is included in the resale package (Attachment 1). The policy is not referenced in the Governing Documents and Staff cannot find a resolution authorizing the policy.

### **DISCUSSION**

On May 4, 2018, the Board passed Resolution 03-18-59, establishing the Emergency Policy for Interior Inspection of Unoccupied Manors. During discussions regarding access to unoccupied manors, the key policy was reviewed. Staff was directed to evaluate and update the policy as necessary.

Available data shows participation in the program at 69 percent. Although there is room for improvement, with this percentage of manors having a key on file, it is evident that the voluntary program has been functioning well in its current form. The Security Division has control of access to the keys which are kept in a locked cabinet in the Community Center Building. The cabinet is monitored by two security cameras, 24 hours a day.

The Security Department has implemented a robust system of checks and balances to ensure the integrity of the program (Attachment 2). Detailed data is recorded for each occurrence in which a key is removed from the key file; the Staff member that made access, the reason, the requestor, the time and date of removal, the duration of the use of the keys, and any other pertinent data. The data is entered into the database system and updated when the key is returned.

If the key is for maintenance purposes, Security stays in the unit with the maintenance Staff until the work is complete. A notice of entry is left in the manor when the work is complete. There has not been any record of misuse or abuse of keys in recent history.

Staff proposes to adopt the Key Policy by Resolution (Attachment 3).

Staff recommends approving the resolution authorizing the Key Policy and continuing the policy as it currently stands. Staff intends to market the policy to Members in the upcoming months.

**FINANCIAL ANALYSIS**

None.

**Prepared By:** Kurt Wiemann, Permits, Inspections and Restoration Manager

**Reviewed By:** Eve Morton, Alterations Coordinator

**Attachments:**

Attachment 1: Resale Package Key Program Notice

Attachment 2: Key Access Procedure

Attachment 3: Resolution 03-18-XX, Proposed Resolution



## **Key File Program**

The Community Access Department maintains keys to manors within the Community for the convenience of Laguna Woods Village residents. The Key File Program is completely voluntary, is not a requirement, but is encouraged.

All keys maintained in this program are secured; the keys are kept in a secure location with 24-hour video surveillance. The keys can only be accessed by Security personnel. Members are encouraged to file keys for their Manor with Resident Services to ensure:

1. Should an emergency maintenance repair be required during a resident's absence, access can be made to the unit to affect repairs. The key usage is tracked and documented.
2. With proper credentials, a member can obtain the key(s) to their unit to gain access when they have been locked out of their residence, have misplaced, or otherwise cannot locate their keys.

To submit keys for your Manor into the Key File Program, please visit:

Laguna Woods Village Community Center

Resident Services

24351 El Toro Road

Laguna Woods, CA

## PROCEDURES FOR ACCESS TO MANOR KEYS

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### 1. RESIDENT LOCKOUTS

#### **Normal Business Hours are Monday to Friday 8:00 AM – 4:30 PM**

1. During normal business hours, Security Dispatch will transfer resident requests to Resident Services (949-597-4443).
2. A Security Officer will proceed to the Community Center to pick up the requested key.
3. Security Officer will proceed to the west door of the Community Center, park in the 20 minute zone and proceed to Resident Services to retrieve the key.
4. Security Officer will then proceed promptly to the lock out location.

#### **After Business Hours:**

Security Dispatch will obtain the resident's name, address, and enter same into the database. If the caller is not a resident, Dispatch will refer the caller to the Watch Commander.

1. Request the Village ID number from resident; if unavailable, ask for alternate ID such as social security number or date of birth.
2. Inform the resident that the Security Officer will need to verify ID upon arrival. If ID is locked inside the manor, ID will be verified once the manor is unlocked.
3. **Under No Circumstances** is the Security Officer to leave the manor unattended until identification is secured.
4. Inform the resident there will be a charge for the service. The charges will be calculated after-the-fact; do not give the resident any amount.
5. Check the computer to see if a manor key is on file.
6. After business hours, Security Dispatch will notify a Supervisor to go to the Community Center and retrieve the key for the Security Officer.
7. The Supervisor that pulls the key will fill out the blue Work Order Invoice. Additionally, the Supervisor will put the manor key onto one of the key rings and give it to the Security Officer. The Manor key tag number will be left attached to the key(s).

# PROCEDURES FOR ACCESS TO MANOR KEYS

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## **REQUEST PROCESSING**

### **A. Information Required**

Service Orders (blue tickets) will be required every time a key in the file is removed from the key cabinets. **NO EXCEPTIONS.**

1. Upon confirmation of a key on file, Security Dispatch will advise Resident Service of the Request for manor entry.
2. For resident requests, Security Dispatch will provide the manor number, hook number and requestor name.
3. For Staff requests, Security Dispatch will provide the manor number, hook number, requestor name and work center.

### **B. Issuance of Service Order**

Resident Services staff will enter the appropriate service order into the SOE system. The service order will be printed by Resident Services dispatch. Resident Services staff will retrieve the appropriate key(s) for pickup by Security staff.

### **C. Request Handling: Recording Actions Taken**

1. Resident Services Staff will record the time the key was removed on the service order and sign the order.
2. Upon arrival, Security staff will record the time of receipt of the key and sign the work order.
3. Resident Services staff will keep the yellow copy of the work order on file until the key is returned.
4. Security staff will proceed to the manor and obtain entry following established Security SOPs.
5. Security Staff will record the time of arrival at the manor and the time of departure (or completion of the request).
6. Security staff will request the resident's signature on the service order and leaves the white copy with the resident.
7. Security returns keys and completed for to Resident Services, noting time of return on the service order.
8. Resident Services will return the key to the fill and forwards the service order to MIS data entry.

# PROCEDURES FOR ACCESS TO MANOR KEYS

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## REQUEST PROCESSING: AFTER HOURS, WEEKENDS AND HOLIDAYS

### A. Information Required

Service Orders (blue tickets) will be required every time a key is removed from the key cabinets located in the Community Center Building. **NO EXCEPTIONS.**

1. Upon Confirmation of a key on file, Security Dispatch will advise the Watch Commander of the resident request for manor entry.
2. For resident requests, Security Dispatch will provide the manor number, hook number and requestor's name.
3. For staff requests, Security Dispatch will provide the manor number, hook number and requestor's name & work center.

### B. Issuance of a Service Order

1. Watch Commander will confirm the name of the requestor and manor number on preprinted service forms. Watch Commander will print out resident's information for record of hook number.
2. Watch Commander provides service order and print out to Supervisor.
3. Supervisor retrieves key from hook at the Community Center.

### C. Request Handling

1. Supervisor records the time the key was retrieved on the service order and signs the order.
2. Upon arrival, Security Officer will record time the key was picked up and sign the order.
3. Supervisor attaches the printout to the yellow copy of the service order and places it in the top drawer of file cabinet #6.
4. Security Staff proceeds to the manor and enters following established Security SOPs.
5. Security staff will record their time of arrival and departure (or completion of request).
6. Security Staff requests the resident's signature on the service order and leaves the white copy of the service order with the resident.
7. Security returns keys and completed form to the Supervisor,

# PROCEDURES FOR ACCESS TO MANOR KEYS

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8. Security Staff returns the key and completed blue service order to the top drawer of key cabinet #6 in the Community Center.
9. The next business day Resident Services will return the key to the file and forward the servicer order to MIS data entry.

## **D. Arrival at Manor Procedures**

1. Ask the resident for a Laguna Woods Village ID card and verify that it is current
2. If the identification card is locked inside the manor, it can be checked after entry is made.
3. Whenever a manor key is required, a blue Work Order invoice will be completed, whether or not the resident is charged.
4. Have the resident sign the blue Work Order invoice.
5. If the resident refuses to sign the invoice, write "refused to sign" in the signature box.
6. The invoice will be filled out when opening the manors for staff. The security Officer will write "no charge" in the charge box.

If Security is given keys after a forced entry is made into a manor due to the lack of key on file, once the broken lock has been replaced, the keys should be filed with Resident Services immediately, as follows:

7. Keys delivered to Resident Services without a corresponding key ticket; the personnel turning in the keys will request Community Access to enter a SC17 ticket, "Manor Keys Placed on File," submit the keys for filing, and sign the ticket that the keys have been delivered.
8. Resident Services will immediately provide a key hook number, provide a receipt to the Security personnel, and hang the keys accordingly.
9. Keys do not go to Maintenance Dispatch.
10. Security does not take payments of any kind.
11. Only Watch Commanders have the authority to waive a fee.
12. The resident will be charged the appropriate fee even if entry is not made. Cancellation must be received prior to Security arriving on scene.
13. This same procedure will be utilized when Security is asked to open a manor for maintenance.

# PROCEDURES FOR ACCESS TO MANOR KEYS

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## **OPEN AND STAND-BY**

Maintenance Department employees do not enter manors unattended. To ensure that emergency repairs are made in a timely manner, Security will respond to the manor upon request of the Maintenance Department. This program assists in eliminating accusations of nefarious actions by VMS employees.

In occupied manors in which the resident is present, the Security Officer is not needed and may depart. In occupied manors where the resident is NOT present, the Security Officer will enter the manor with the Maintenance personnel and stand-by until the work is completed, and then secure the manor. If the manor is vacant (no furniture or belongings present) there is no need for the security Officer to stand-by. When the work is completed, the Security Officer will return to lock the manor.

A Dispatch Log Entry (LE) is to be issued by Security Communications to document the activity. Security security Officer will leave a yellow Notice of Manor Entry on the inside of the front door.

## **OPEN AND CLOSE FOR FUMIGATION**

Unlocking manor doors for building fumigation is a regular routine that may be assigned to any day shift security Officer. Every security Officer must be familiar with the routine should they be assigned this duty. Following is the standard routine:

### **A. Monday: Begin 7:30 a.m.; Unlock**

1. Pick up manor keys for fumigation from Resident Services key in the Community Center
2. Unlock each manor on the schedule. If unlocked upon arrival, verify that the key works. Note of paperwork if any key doesn't work.
3. When route is completed, deliver all keys to the Watch Commander.

### **B. Wednesday: Begin 7:30 a.m.; Relock**

1. Pick up keys from Watch Commander.
2. Lock each manor on the schedule. Verify each key during the route. Make a note if the key does not lock the location. Lock only the lock for which the key works.
3. When completed, deliver the keys to the designated member of the Resident Service Staff at the Community Center.

Note: It is not necessary for the same security Officer to perform both Unlock and Relock functions.



# PROCEDURES FOR ACCESS TO MANOR KEYS

## Work Order Invoice Instructions

DATE <b>A</b>		MUTUAL <b>B</b>		MANOR LOCATION <b>C</b>		PLAN W.C. CODE <b>D</b>		CLERK		ORDER NUMBER	
OWNER				MANOR ADDRESS				CUSTOMER NUMBER		PHONE	
SERVICE REQUESTED BY <b>E</b>				TYPE OF CALL		WORK CENTER <b>F</b>		SCHEDULED DATE		DATE COMPLETED <b>G</b>	
ITEM OF WORK REQUESTED <b>H</b>								OLD SERIAL NUMBER		NEW SERIAL NUMBER	
COMMENTS <b>I</b>								OLD MODEL NUMBER		NEW MODEL NUMBER	
ITEM OF WORK PERFORMED								OTHER WORK NEEDED			
								CHARGE/REPEAT		TIME IN	
										TIME OUT	
SUB WARRANTY	STOCK NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION				EMPLOYEE NUMBER	HOURS	DATE	C
	Pulled from file:	<b>J</b>							*		
	P/U by Security:	<b>K</b>	X						*		
	Returned by Security:	<b>L</b>	X						*		
	Returned to File:		X						*		
									*		
									*		
									*		
									*		
									*		
									*		
									*		
									*		
									*		
									*		
If you have any questions regarding service please call: 597-1800				RESIDENT <input checked="" type="checkbox"/> EMPLOYEE				TOTALS: QUANTITY HOURS			
				SUPERVISOR/FOREMAN							

Required fields that need to be filled in by Security:

- A. Date.
- B. Mutual.
- C. Manor or location service provided.
- D. W.C. Code is 4000.
- E. Who requested the service, example: resident, 913-A, OCSD, OCFA, VMS Inspector, VMS Plumber.
- F. Work Center is 400.
- G. Date Completed.
- H. Manor Key.
- I. Comments, example: toilet leak, water flow, emergency entry and welfare check.
- J. Date, time, and name if Staff personnel pulled the key from the file.
- K. Date, time, and name of Security Officer picking up the manor key.
- L. Date, time, and name of Security personnel returning key to Community Access.

### ATTACHMENT 3

#### **RESOLUTION 03-18-XXX**

**WHEREAS**, the Key File Program is a voluntary program that allows resident and non-resident members to place manor keys on file with the Resident Service Department, which enables Mutual access for emergency repairs, access for welfare checks, Orange County emergency services, and entry for residents who have misplaced their keys; and

**WHEREAS**, the Mutual's legal counsel has advised that the Mutual and its managing agent have the legal right to enter a manor for health, safety, Board-approved programs, or other emergencies that may impact Mutual property and have no legal right, authority, duty, nor obligation to enter for or any other purpose.

**NOW THEREFORE BE IT RESOLVED**, September 18, 2018, that the Board of Directors introduces this policy authorizing the Key File Program that shall follow the provisions of the Key File Policy as attached to the official minutes of this meeting;

**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.



## **STAFF REPORT**

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**DATE:** August 27, 2018  
**FOR:** Architectural Controls and Standards Committee  
**SUBJECT:** Unoccupied Manor Inspection Policy

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### **RECOMMENDATION**

Entertain a Motion to approve the Unoccupied Manor Inspection Policy.

### **BACKGROUND**

On May 4, 2018, with the advice of legal counsel, via Resolution 03-18-59, the Board voted to introduce an Emergency Unoccupied Manor Inspection Policy (Attachment 1). The Emergency Policy will be in effect for six months or until such time the Board enacts a permanent policy. The policy was established due to unoccupied manors presenting a number of concerns to Third Mutual and its residents. Those concerns increase the longer the manor is vacant. It is to the benefit of the Mutual to inspect the condition of unoccupied manors on a regular and consistent basis.

Recent events related to damage of Mutual property due to neglect in unoccupied units had prompted the adoption of the emergency policy. In denial of a claim filed for moisture intrusion and mold damages from an unoccupied unit that had occurred over time, the insurance carrier for the Village, Travelers Property Casualty Company of America, has stated that their policy contains the following clauses: "...we will not pay for loss or damage caused by or resulting from any of the following: continuous or repeated seepage or leakage of water or other liquid, or the presence or condensation of humidity, moisture or vapor that occurs over a period of 14 days or more..." and "...faulty, inadequate or defective maintenance of part or all of any property on or off the described premises."

Staff was directed to administer and monitor the Emergency Policy, review the Key File Program, and return a permanent policy for approval by the Board. This report addresses those issues.

### **DISCUSSION**

Per the Emergency Policy, unoccupied manor inspections are triggered when a manor is unoccupied for six months. When that threshold is met and annually thereafter, the policy requires Staff to contact the Owner of Record (Owner) with written notification that the manor has been entered into the Unoccupied Manor Inspection program.

Staff has performed a full review of the database and determined that currently 110 manors meet the established criteria. The notification is sent in the form of a letter informing the owners of the intent of the policy and any further action required on their part. As of the writing of this report, Staff has sent out all of the initial notifications to the manors identified in the database. In response to the letters, Staff has received little negative feedback and several calls informing Staff that a few of the manors were currently for sale or under construction.

Since the CC&Rs require an Owner to grant entry to Staff, a return response authorizing inspection is not necessary in the Emergency Policy. The notification gives the Owner an avenue in which to object to access or establish occupancy, which would be reviewed by Staff and, if necessary, be referred to the Board for resolution. Failure to permit access may be subject to disciplinary action by the Board.

A second notice is sent out when an inspection date and time is scheduled. These notices are sent out a minimum of 15 days prior to the inspection time. This letter encourages owners to be present at the inspection.

Historically, access to unoccupied manors has been problematic for both emergencies and non-emergencies. Since access to unoccupied manors in an emergency is critical and entry for Maintenance using a locksmith is expensive and time consuming, Staff proposes to strongly encourage owners of unoccupied units to participate in the Key File Program. Although participation in the program is significant, Staff encountered some resistance to providing a key. Staff recommends keeping the key policy voluntary. When a manor is identified as unoccupied and no key is on file, the Owner will be notified and encouraged to provide one. Failure to provide a key will subject the owner to the additional cost of gaining access through the use of a locksmith.

The current Emergency Policy will charge actual costs for administrative and inspection costs, including the cost of gaining access to the unit. After a review of the actual time involved in administering the program, Staff proposes that an inspection and administrative fee of \$100 be charged to the owner for each inspection. Manors without a key on file will be charged an additional \$135.00 for locksmith services.

If the owners, or their representative, are not present for the inspection, Security personnel will be present for the inspection to ensure there is no adverse impact upon the manor interior due to the Mutual's inspection.

### **FINANCIAL ANALYSIS**

The inspection and administrative fees of \$100 and a possible \$150 locksmith fee are expected to offset the costs of administering this program.

**Prepared By:** Kurt Wiemann, Permits, Inspections and Restoration Manager

**Reviewed By:** Eve Morton, Alterations Coordinator

**Attachments:**

- Attachment 1: Resolution 03-18-59, Emergency Resolution to Adopt a Policy for Interior Inspection of Unoccupied Manors
- Attachment 2: Proposed Permanent Unoccupied Manor Inspection Policy

**RESOLUTION 03-18-59**

**EMERGENCY RESOLUTION TO ADOPT A POLICY FOR  
INTERIOR INSPECTION OF UNOCCUPIED MANORS**

**WHEREAS**, unoccupied Manors present a number of concerns to Third Mutual and its residents, including without limitation, potential damage to the Mutual's Common Areas, and those concerns increase the longer the Manor is unoccupied;

**WHEREAS**, the fiduciary responsibility of the Board is to protect the Mutual's assets and it is to the benefit of the Mutual and its residents to inspect the condition of Manors which have been unoccupied for a period of six (6) months or more, or which are reasonably believed to pose potential maintenance concerns; and,

**WHEREAS**, based on the advice of the Mutual's legal counsel and consistent with the Mutual's governing documents, the Mutual has the right to access an owners Manor at any time in the event of an emergency and the right to access an owner's Manor at a reasonable hour in non-emergency situations for the purpose of inspection;

**NOW THEREFORE BE IT RESOLVED**, May 4, 2018, that the Board of Directors hereby enacts the Emergency Unoccupied Manor Inspection Policy ("Policy");

**RESOLVED FURTHER**, that except in case of an emergency inspection, in which case the Mutual or a representative thereof may enter without prior notice to the Manor owner, the Mutual must provide a minimum of fifteen (15) days' prior written notice to the owner of record of each Manor that is unoccupied or presumed to be unoccupied before any inspection is carried out in a Manor in accordance with this Policy;

**RESOLVED FURTHER**, the Mutual will conduct non-emergency inspections in accordance with said notice of inspection and charge administrative costs/fees as set by the Mutual for each such inspection, including the cost of gaining entrance into the Manor, as may be applicable;

**RESOLVED FURTHER**, if the Owner of record of an unoccupied Manor objects in writing to the inspection of such Manor or specifically denies entry, the matter may be referred to the Board for member disciplinary action;

**RESOLVED FURTHER**, non-emergency inspections will be conducted with premises patrol personnel in attendance to document and ensure there is no adverse impact upon the Manor interior by the Mutual's inspection; such inspection with patrol personnel is subject to a fee(s) for the cost to the Mutual to provide such persons to witness the inspection;

**RESOLVED FURTHER**, the inspector must identify and note conditions within each inspected Manor in a written report, which shall be provided to the Manor Owner by mailing the report to the Owner's mailing address in the Mutual's records, and facilitate the maintenance or remediation of adverse conditions identified to protect against damage to Mutual property, Common Area damage, or nuisance to neighboring Manors and residents;

**RESOLVED FURTHER**, that any necessary emergency maintenance or repairs (meaning those that are required to prevent damage imminent damage or injury to persons or

property) identified in the inspection and carried out by the Mutual, that are the responsibility of the member will be charged to the owner of record after a noticed hearing before the Board in accordance with the Mutual's governing documents;

**RESOLVED FURTHER**, that necessary emergency maintenance and repairs that are the responsibility of the Mutual will be carried out at the Mutual's expense;

**RESOLVED FURTHER**, that Resolution 03-14-25 adopted March 18, 2014 is hereby superseded in its entirety and no longer in effect; and

**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this Resolution.

## ATTACHMENT 2

### **RESOLUTION 03-18-XX**

#### **POLICY FOR INTERIOR INSPECTION OF UNOCCUPIED MANORS**

**WHEREAS**, unoccupied Manors present a number of concerns to Third Mutual and its residents, including without limitation, potential damage to the Mutual's Common Areas, and those concerns increase the longer the Manor is unoccupied;

**WHEREAS**, the fiduciary responsibility of the Board is to protect the Mutual's assets and it is to the benefit of the Mutual and its residents to inspect the condition of Manors which have been unoccupied for a period of six (6) months or more, or which are reasonably believed to pose potential maintenance concerns; and,

**WHEREAS**, based on the advice of the Mutual's legal counsel and consistent with the Mutual's governing documents, the Mutual has the right to access an owners Manor at any time in the event of an emergency and the right to access an owner's Manor at a reasonable hour in non-emergency situations for the purpose of inspection;

**NOW THEREFORE BE IT RESOLVED**, September 18, 2018, that the Board of Directors hereby enacts the Unoccupied Manor Inspection Policy ("Policy");

**RESOLVED FURTHER**, that except in case of an emergency inspection, in which case the Mutual or a representative thereof may enter without prior notice to the Manor owner, the Mutual must provide a minimum of fifteen (15) days' prior written notice to the owner of record of each Manor that is unoccupied or presumed to be unoccupied before any inspection is carried out in a Manor in accordance with this Policy;

**RESOLVED FURTHER**, the Mutual will conduct non-emergency inspections in accordance with said notice of inspection and charge administrative costs/fees as set by the Mutual for each such inspection, including the cost of gaining entrance into the Manor, as may be applicable;

**RESOLVED FURTHER**, if the Owner of record of an unoccupied Manor objects in writing to the inspection of such Manor or specifically denies entry, the matter may be referred to the Board for member disciplinary action;

**RESOLVED FURTHER**, non-emergency inspections will be conducted with premises Security personnel in attendance to document and ensure there is no adverse impact upon the Manor interior by the Mutual's inspection; such inspection with Security personnel is subject to a fee(s) for the cost to the Mutual to provide such persons to witness the inspection;

**RESOLVED FURTHER**, the inspector must identify and note conditions within each inspected Manor in a written report, which shall be provided to the Manor Owner by mailing the report to the Owner's mailing address in the Mutual's records, and facilitate the maintenance or remediation of adverse conditions identified to protect against damage to Mutual property, Common Area damage, or nuisance to neighboring Manors and residents;

**RESOLVED FURTHER**, that any necessary emergency maintenance or repairs



(meaning those that are required to prevent damage imminent damage or injury to persons or property) identified in the inspection and carried out by the Mutual, that are the responsibility of the member will be charged to the owner of record after a noticed hearing before the Board in accordance with the Mutual's governing documents;

**RESOLVED FURTHER**, that necessary emergency maintenance and repairs that are the responsibility of the Mutual will be carried out at the Mutual's expense;

**RESOLVED FURTHER**, that Resolution 03-18-59 adopted May 4, 2018, is hereby superseded in its entirety and no longer in effect; and

**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this Resolution.





## STAFF REPORT

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**DATE:** August 27, 2018  
**FOR:** Architectural Controls and Standards Committee  
**SUBJECT:** Revised Common Area Use Policy

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### **RECOMMENDATION**

Adopt the Revised Common Area Use Policy.

### **BACKGROUND**

Beginning in March 2002, Third Mutual Board of Directors has adopted a series of Common Area Use Policies. These policies addressed numerous items; license agreement for the de minimis use of Common Area, Board approval requirements, adoption of a Decision Tree, requirements for execution of a recordable Common Area Agreement, and establishment of the Architectural Control and Standards Committee (Committee). On July 20, 2017, via Resolution 03-17-77, the Board adopted the Common Area Use Policy (Policy)

### **DISCUSSION**

Resolution 03-17-77 explained the background of Common Area use and set forth policies for Staff, the Committee, and the Board to use when evaluating alteration requests. The policy detailed various circumstances and procedures to use when evaluating alteration requests, and specifically, requests for exclusive use of Common Area.

Due to the administrative, financial, and legal burdens involved with such requests, the Board consulted with legal counsel and has determined that it is not in the Mutual's best interests to approve any alteration applications that require the use of Common Area, other than de minimis or when required by law.

The proposed policy states that proposed alterations that are intended to be located on or over a portion of the Common Area will be not be approved by the Board for any reason, except as set forth pursuant to the Policy or as otherwise required by law. The attached Resolution has been reviewed and approved by legal counsel.

### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Kurt Wiemann, Permits, Inspections and Restoration Manager

**Reviewed By:** Eve Morton, Alterations Coordinator

**ATTACHMENT(S)**

- Attachment 1:** Resolution 03-17-77, Existing Common Area Use Policy  
**Attachment 2:** Proposed Resolution 03-18-XX, Revised Common Area Use Policy  
**Attachment 3:** Resolution 03-18-XX, Revised Common Area Use Policy; Redlines

# ATTACHMENT 1

## RESOLUTION 03-17-77

### **Common Area Use Policy (Current Policy)**

**WHEREAS**, the Third Laguna Hills Mutual ("Mutual") is the corporate homeowner association that was formed in 1988 by the merger of the fifty-nine (59) separate corporate homeowner associations, which initially managed the fifty-nine (59) original condominium projects within the larger Leisure World (now Laguna Woods Village) common interest development, into the one consolidated condominium homeowner association. The decisions of the Mutual's Board of Directors ("Board"), and any committees, task forces, etc., appointed by the Board, are governed or regulated by the Mutual's Governing Documents, the City of Laguna Woods and Orange County codes, and California and federal Law and regulations; and

**WHEREAS**, the Mutual's Board recognizes that both new and existing Manor Owners may desire to upgrade or modify their Manors or elements thereof in style, structure or function. The current Mutual Board, prior Mutual Boards, and the Boards of the predecessor original condominium project mutual homeowner associations, have from time-to-time adopted policies and procedures to approve such Manor Alteration Applications in limited circumstances; and

**WHEREAS**, the Mutual's current Governing Documents require that all such Manor Alteration Applications be approved either by the Architectural Control Committee, which may either be the Board itself or a separate committee of Members appointed by the Board, or by the Mutual's Manager, Village Management Services, Inc. ("staff"), where VMSI is so authorized; and

**WHEREAS**, pursuant to Article X of the Mutual's *Declaration of Revised and Amended Covenants, Conditions and Restrictions* ("CC&Rs") and Article 7 of the Mutual's Bylaws, the Board, by Resolution 03-16-128, dated December 20, 2016, has formed an Architectural Control and Standards Committee ("Committee") to perform the functions described therein; and

**WHEREAS**, pursuant to Article IV, Section 2, Clause (c); Article IV, Section 5; and Article X, Section 1, Clause (c), of the CC&Rs, the Board has delegated, with continuing oversight by the Committee, authority to its Manager, and staff to receive, evaluate, and make recommendations to the Committee and the Board to approve or deny Manor Alteration Applications; and

**WHEREAS**, the Board has been advised by legal counsel that the California Civil Code generally prohibits the Board from approving the transfer of the use of any portion of the Common Area, as defined in the CC&Rs, ("Common Area") to an individual Manor Owner, without first obtaining prior written approval of at least sixty-seven percent (67%) of the Manor Owners in that Manor's original condominium project's mutual homeowner association unless the grant of such exclusive use falls within one of the statutory exceptions, found in Section 4600 of the California Civil Code, eliminating the requirement for such approval vote; and

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**WHEREAS**, one of the Mutual's Governing Documents is the Condominium Plan, which shows a detailed, three-dimensional diagram of each of the Manors in the Mutual, including the Manor's Separate Interest and any appurtenant Exclusive/Limited Use Common Area, as well as the Manor building's detailed footprint on the ground, which also shows the surrounding land that is designated as Common Area. The Board has been advised by legal counsel that California state law prohibits the Board from amending that Condominium Plan without first obtaining the prior written approval of one hundred percent (100%) of all the Manor Owners and mortgage holders in that Manor's original project's mutual homeowner association; and

**WHEREAS**, prior Mutual boards, as well as the current Board, have noted that over the years some Mutual Manor Owners have, both with and without Board authorization, made alterations to their Manors or to the immediately contiguous areas, which have affected relatively small sections of the Mutual's Common Area. Typically those alterations have involved enclosing patios that are Exclusive Use Common Area and sometimes have also involved extending that enclosure onto general Common Area, or the alterations have affected the landscape and hardscape contiguous to a Manor; and

**WHEREAS**, in some cases these alterations may not have met the Mutual's then current Architectural Alteration Standards, notwithstanding the fact that the alteration may have enhanced the value of the Manor and possibly the community as well; and

**WHEREAS**, the Board recognizes that for it, or the Committee, or staff to identify each prior alteration and determine whether or not it is non-conforming and/or unauthorized would be expensive and time consuming, and would be disruptive to the community and its residents. Further, to correct this situation could, and perhaps would, require expensive and time-consuming litigation, the results of which would be uncertain, since in many cases the alterations have been in place for many years without knowledge of the Board and therefore no objection being made by the Mutual, and many of the Manors have changed owners since the alteration. This Board has concluded that such a general undertaking would not be in the best interests of the owners of undivided interests in the Mutual's general Common Area; and

**WHEREAS**, the Committee and the Board have reviewed and reconsidered the Mutual's current policies and procedures regarding Manor Alteration Applications to ensure proper procedures are in place at the Mutual on a going-forward basis with regard to alterations by Members; and

**NOW THEREFORE BE IT RESOLVED**, July 20, 2017, that the Board has a "Decision Tree", "Neighbor Awareness Notice of Hearing", and "Common Area Agreement Form", and the Board hereby adopts the policy outlined in this Resolution to govern staff's, the Committee's and the Board's decision process when Manor Owners apply to the Mutual for authorization to make or construct an Alteration to or within the Manor's Separate Interest; to, upon or within the Exclusive Use Common Area; or upon or over some portion of the Mutual's Common Area (all as defined in the CC&Rs and the Condominium Plan); and

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**BE IT RESOLVED FURTHER**, that, in limited circumstances, defined from time-to-time by the Committee and approved by the Board, staff may, but is not obligated to; approve Manor Alteration Applications that meet pre-established *Third Architectural Alteration Standards* and other Board and Committee approved policies and procedures, and that do not raise an objection by the owner of a neighboring Manor “those within 150 feet”. Any Manor Alteration Application that cannot or will not be approved by staff for any reason will be treated as a unique Variance Request to be investigated by staff and considered by the Committee for approval or denial, with potential appeal of the Committee’s decision to the Board, all in accordance with the Mutual’s Governing Documents; and

**BE IT RESOLVED FURTHER**, that the staff, the Committee, or the Board, as may be applicable, shall consider the following factors when evaluating whether to approve a Manor Alteration Application:

(1) The Alteration must be consistent with:

- (a) the Mutual’s governing documents, including the then current *Third Architectural Alteration Standards*; and
- (b) the Mutual’s then current architectural and building guidelines; and
- (c) any other approved staff (as may be applicable), Committee and Board policies and procedures; and
- (d) the applicable provisions of local building codes; and
- (e) California state law and regulations; and
- (f) federal law and regulations; and
- (g) the Mutual’s *Conditions of Approval for the Improvement Project*.

(2) If the proposed Alteration would potentially affect the residents of a neighboring manor, then staff will mail to the owner of the affected neighboring manor, a Neighbor Awareness Notice of Hearing; and

**BE IT RESOLVED FURTHER**, that, if the proposed Alteration is to be located entirely within or upon an Exclusive Use Common Area already associated with the Manor, staff, as authorized, the Committee or the Board may, but is not obligated to, approve the Manor Alteration Application, provided the Alteration is in compliance with the Mutual’s then current *Third Architectural Alteration Standards* and any other approved Committee and Board policies, and is also permissible under the Mutual’s Governing Documents. Compliance with the Mutual’s *Third Architectural Alteration Standards* and building guidelines shall be a threshold required for approval of any Manor Alteration Application, subject to the discretion granted to staff, the Committee, or the Board, as may be applicable, whether the Alteration would be located within a Manor’s Separate Interest, to, within or upon Exclusive Use Common Area, or upon or over Common Area; and



## ATTACHMENT 1

**BE IT RESOLVED FURTHER**, that, if the proposed Alteration is to be located upon or over a portion of the Common Area, staff, as authorized, the Committee or the Board may, but is not obligated to, approve the Manor Alteration Application only in: the very limited circumstances to be described in the Decision Tree, the current *Third Architectural Alteration Standards*, and any other approved Committee and Board policies; and only if the Alteration would also be permissible under the Mutual's Governing Documents or applicable law; and

**BE IT RESOLVED FURTHER**, that, if the staff, as authorized, the Committee or the Board decides to approve a Manor Owner's Application to make or construct an Alteration to, within or upon an Exclusive Use Common Area associated with that Manor, or upon or over a portion of the Common Area, that Manor Owner must, as a condition to receiving final approval for the Manor Alteration Application, execute a recordable Covenant/Common Area Agreement. Such Covenant/Common Area Agreement shall provide, among other things, that the Manor Owner agrees that the area in question shall remain Exclusive Use Common Area or general Common Area, as applicable, licensed for the exclusive use of the Manor Owner, but shall not also become a part of the Manor's Separate Interest or, in the case of Common Area, Exclusive Use Common Area. The Covenant/Common Area Agreement will also require that the Manor Owner shall assume the responsibility for insuring, maintaining, repairing, replacing and restoring the area containing the Alteration, and shall agree to indemnify and hold harmless the Mutual for any and all claims pertaining to the Alteration; and

**BE IT RESOLVED FURTHER**, that the Board, within the limits of its current authority, hereby "grandfathers" any existing Alteration to any of the Manors located within the original condominium projects, or the area immediately adjacent to that Manor, which have been previously approved by this Board or a prior board of directors of the Mutual and constructed prior to the effective date of this Resolution, July 20, 2017, even though that Alteration may encroach upon some portion of the general Common Area, provided that:

- (1) there is no threat to the safety of persons or property;
- (2) the Alteration met the Mutual's construction and architectural standards in effect at the time of the Alteration; and
- (3) there is no direction or order of a court requiring the Board to take contrary action; and

**BE IT RESOLVED FURTHER**, that "grandfathering" any such encroachment did not, does not, and will not constitute a transfer of general Common Area into any Manor's Exclusive Use Common Area or Separate Interest, or the conversion of Exclusive Use Common Area into a Manor's Separate Interest. Such "grandfathering" does not remove the obligation of a Member/Owner of a non-compliant Alteration to a Manor to correct such non-compliance in the event of a sale or transfer of their Manor, but merely means that such non-conformance will not be actively pursued by the Mutual; and

## ATTACHMENT 1

**RESOLVED FURTHER**, that the Board may, subject to the limitations provided in this Resolution, the Governing Documents, and applicable law, demand that any Alteration, not consistent with the Mutual's *Third Architectural Alteration Standards* and other Mutual and VMSI policies and procedures published at the time of construction of said Alteration, be removed, at the Manor Owner's expense, if the Alteration is not either altered or reconstructed to be in conformity with such *Third Architectural Alteration Standards*, state and local building codes, and other Mutual and VMSI policies and procedures; and

**BE IT RESOLVED FURTHER**, that the Board may demand the removal of any Alteration that is constructed after the effective date of this Resolution, July 20, 2017, without the prior written approval of staff, the Committee or the Board; and

**BE IT RESOLVED FURTHER**, that, in accordance with the Mutual's CC&Rs, the existence in the Mutual of a prior Alteration comparable to an Alteration being sought by a Manor Owner shall have no precedential value and shall not obligate in any way staff, the Committee or the Board to approve any subsequent Manor Alteration Application; and

**BE IT RESOLVED FURTHER**, that Mutual Board Resolution 03-16-128 is hereby amended as follows:

Paragraph 2, Section 3:

"3. If a Member chooses to appeal the Committee's decision, prior to the review of the appeal, the Committee will document justification of their decision. If necessary, the Committee has the authority to consult with the Mutual Legal Counsel for advice."

Paragraph 2, Section 5:

"5. The Committee shall require that Neighbor Awareness Notice of Hearing be mailed, by staff, to the owners of record of all potentially affected neighboring Manors, for all alteration requests, including requests that appear to conform to the Third Architectural Alteration Standards and policies."; and

**BE IT RESOLVED FURTHER**, that the following Mutual Board Resolutions are hereby superseded and cancelled; and

Resolution M3-02-14, dated March 19, 2002; and

Resolution 03-15-155, dated October 20, 2015; and

**BE IT RESOLVED FURTHER**, that staff charged with the responsibility of receiving, evaluating, approving or making recommendations for approval of Manor Alteration Applications; and overseeing construction of additions, modification, improvements, and such other Alterations to the Manors within the Mutual are hereby authorized to take all appropriate actions consistent with this Resolution and to carry out the purpose and intent of this Resolution and assure compliance with its terms.

## ATTACHMENT 2

### **RESOLUTION 03-18-XX**

#### **Common Area Use Policy**

**WHEREAS**, the Third Laguna Hills Mutual, ("Mutual") is a corporate homeowners association that was formed in 1970; by 1984 had acquired the assets and liabilities by vote of each of the fifty-nine (59) individual Mutuals within the larger Leisure World (now Laguna Woods Village) common interest development, with full authority to manage, operate, and maintain them. By 1988, each of the fifty-nine (59) Mutuals had agreed by vote of each Mutual's membership to adopt the same amended CC&Rs.

**WHEREAS**, the decisions of the Mutual's Board of Directors ("Board"), and any committees, task forces, etc., appointed by the Board, are governed or regulated by the Mutual's Governing Documents, the City of Laguna Woods and Orange County codes, and California and federal Laws and Regulations;

**WHEREAS**, the Mutual's Board recognizes that both new and existing Manor Owners may desire to upgrade or alter their Manors or elements thereof in style, structure or function. The current Mutual Board, prior Mutual Boards, and the Boards of the predecessor original condominium project mutual homeowner associations, have from time-to-time adopted policies and procedures to approve such Manor Alteration Applications in limited circumstances;

**WHEREAS**, the Mutual's current Governing Documents require that all such Manor Alteration Applications be approved either by the Architectural Control Committee, which may either be the Board itself or a separate committee of Members appointed by the Board, or by the Mutual's Manager, Village Management Services, Inc. ("Staff"), where VMSI is so authorized;

**WHEREAS**, pursuant to Article X of the Mutual's *Declaration of Revised and Amended Covenants, Conditions and Restrictions* ("CC&Rs") and Article 7 of the Mutual's Bylaws, the Board, by Resolution 03-16-128, dated December 20, 2016, has formed an Architectural Control and Standards Committee ("Committee") to perform the functions described therein;

**WHEREAS**, pursuant to Article IV, Section 2, Clause (c); Article IV, Section 5; and Article X, Section 1, Clause (c), of the CC&Rs, the Board has delegated, with continuing oversight by the Committee, authority to its Manager and Staff to receive, evaluate, and make recommendations to the Committee and the Board to approve or deny Manor Alteration Applications;

**WHEREAS**, the current Board, as well as prior Mutual boards, have noted that over the years that some manor Owners have made alterations to their Manors or to the immediately contiguous areas, both with and without Board authorization, which have affected relatively small sections of the Mutual's Common Area. Typically those alterations have involved enclosing patios that are Exclusive Use Common Area and occasionally have also involved extending that enclosure onto general Common Area, or the alterations have affected the landscape and hardscape contiguous to a Manor;

## ATTACHMENT 2

**WHEREAS**, in some cases these alterations may not have met the Mutual's then current Architectural Alteration Standards, notwithstanding the fact that the alteration may have enhanced the value of the Manor and possibly the community as well;

**WHEREAS**, the Board recognizes that to identify each prior alteration and determine whether or not it is non-conforming and/or unauthorized would be expensive, time consuming and disruptive to the community and its residents. This Board has concluded that such an undertaking would not be in the best interests of the owners of undivided interests in the Mutual's general Common Area;

**WHEREAS**, the Committee and the Board have reviewed and reconsidered the Mutual's current policies and procedures regarding Manor Alteration Applications to ensure proper procedures are in place in the Mutual on a going-forward basis with regard to alterations by Members;

**WHEREAS**, among other things, the Common Area Use Policy sets forth very limited circumstances where the Mutual's Board, Committee or Staff, would approve a proposed alteration of, addition to, or improvement of any Manor ("Alteration") that would be located upon or over a portion of the common area; and,

**WHEREAS**, due to the administrative, financial, and legal burdens involved, the Board and the Committee have determined that it is not in the Association's best interests to approve any Manor Alteration Applications that do not satisfy the very limited circumstances defined from time to time by the Committee and approved by the Board.

**NOW THEREFORE BE IT RESOLVED**, August 21, 2018, that the Board has prepared a "Decision Tree", "Neighbor Awareness Notice of Hearing" form, and "Covenant To Run With The Land form", and the Board hereby adopts the policy outlined in this Resolution to govern the Board's, the Committee's and Staff's decision process when Manor Owners apply to the Mutual for authorization to make or construct an Alteration to or within the Manor's Separate Interest; to, upon or within the Exclusive Use Common Area;

**BE IT RESOLVED FURTHER**, no proposed Alteration located upon or over a portion of the common area will be approved by the Board, the Committee or Staff for any reason, except as set forth pursuant to the Policy or as otherwise required by law;

**BE IT RESOLVED FURTHER**, that, in limited circumstances, as set forth in the Policy, Staff may, but is not obligated to; approve Manor Alteration Applications that meet pre-established *Third Architectural Alteration Standards* and other Board and Committee approved policies and procedures, and that do not raise an objection by the owner of a neighboring Manor which is defined as manors "within 150 feet" of the proposed manor Alteration Application. Any Manor Alteration Application that cannot or will not be approved by Staff for any reason will be treated as a unique Variance Request to be investigated by Staff and considered by the Committee for approval or denial, with potential appeal of the Committee's decision to the Board, all in accordance with the Mutual's Governing Documents;

**BE IT RESOLVED FURTHER**, that, if the proposed Alteration is to be located entirely within or upon an Exclusive Use Common Area already associated with the Manor,

## ATTACHMENT 2

Staff, as authorized, the Committee or the Board may, but is not obligated to, approve the Manor Alteration Application, provided the Alteration is in compliance with the Mutual's Architectural Review Procedures, subject to the discretion granted to Staff, the Committee, or the Board, as may be applicable, whether the Alteration would be located within a Manor's Separate Interest, to, within or upon Exclusive Use Common Area;

**BE IT RESOLVED FURTHER**, that, if the Staff, as authorized, the Committee or the Board decides to approve a Manor Owner's Application to make or construct an Alteration to, within or upon an Exclusive Use Common Area associated with that Manor, that Manor Owner must, as a condition to receiving final approval for the Manor Alteration Application, execute a recordable Covenant to Run with the Land. Such Covenant shall provide, among other things that the Manor Owner agrees that the area altered in any dimension or manner, shall remain Exclusive Use Common Area, licensed for the exclusive use of the Manor Owner, but shall not also become a part of the Manor's Separate Interest. The Covenant will also require that the Manor Owner shall assume the responsibility for insuring, maintaining, repairing, replacing and restoring the area containing the Alteration, and shall agree to indemnify and hold harmless the Mutual for any and all claims pertaining to the Alteration;

**BE IT RESOLVED FURTHER**, that the Board, within the limits of its current authority, hereby "grandfathers" any existing Alteration to any of the Manors located within the original condominium projects, or to the area immediately adjacent to that Manor, which have been previously approved by this Board, a prior board of directors of the Mutual, a board of directors or the architectural committee of a predecessor original condominium project mutual homeowner association, or the Staff of a prior management agent, if that Staff were so authorized, prior to July 20, 2017, even though that Alteration may encroach upon some portion of the general Common Area, provided that:

- (1) there is no threat to the safety of persons or property;
- (2) the Alteration met the Mutual's construction and architectural standards in effect at the time of the Alteration; and
- (3) there is no direction or order of a court requiring the Board to take contrary action; and

**BE IT RESOLVED FURTHER**, that "grandfathering" any such encroachment did not, does not, and will not constitute a transfer of general Common Area into any Manor's Exclusive Use Common Area or Separate Interest, or the conversion of Exclusive Use Common Area into a Manor's Separate Interest. Such "grandfathering" does not remove the obligation of a Member/Owner of a non-compliant Alteration to a Manor to correct such non-compliance in the event of a sale or transfer of their Manor, but merely means that such non-conformance will not be actively pursued by the Mutual;

**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 alteration;

**BE IT RESOLVED FURTHER**, that the Board may, subject to the limitations provided in this Resolution, the Governing Documents, and applicable law, demand that any

## ATTACHMENT 2

Alteration, not consistent with the Mutual's *Third Architectural Alteration Standards* and other Mutual and VMSI policies and procedures published at the time of construction of said Alteration, be removed, at the Manor Owner's expense, if the Alteration is not either altered or reconstructed to be in conformity with such *Third Architectural Alteration Standards*, state and local building codes, and other Mutual and VMSI policies and procedures;

**BE IT RESOLVED FURTHER**, that the Board may demand the removal of any Alteration that is constructed after July 20, 2017, without the prior written approval of Staff, the Committee or the Board;

**BE IT RESOLVED FURTHER**, that, in accordance with the Mutual's CC&Rs, the existence in the Mutual of a prior Alteration comparable to an Alteration being sought by a Manor Owner shall have no precedential value and shall not obligate in any way Staff, the Committee or the Board to approve any subsequent Manor Alteration Application;

**BE IT RESOLVED FURTHER**, that Mutual Board Resolution 03-17-77 is hereby superseded and cancelled; and

**BE IT RESOLVED FURTHER**, that Staff is charged with the responsibility of receiving, evaluating, approving or making recommendations for approval of Manor Alteration Applications; and overseeing construction of additions, modification, improvements, and such other Alterations to the Manors within the Mutual are hereby authorized to take all appropriate actions consistent with this Resolution and to carry out the purpose and intent of this Resolution and assure compliance with its terms.

ATTACHMENT 3

REDLINES

**RESOLUTION 03-18-XX**

**Common Area Use Policy**

**WHEREAS**, the Third Laguna Hills Mutual, ("Mutual") is a corporate homeowners association that was formed in 1970; by 1984 had acquired the assets and liabilities by vote of each of the fifty-nine (59) individual Mutuals within the larger Leisure World (now Laguna Woods Village) common interest development, with full authority to manage, operate, and maintain them. By 1988, each of the fifty-nine (59) Mutuals had agreed by vote of each Mutual's membership to adopt the same amended CC&Rs.

**~~WHEREAS~~**, the ~~Third Laguna Hills Mutual ("Mutual") is the corporate homeowner association that was formed in 1988 by the merger of the fifty-nine (59) separate corporate homeowner associations, which initially managed the fifty-nine (59) original condominium projects within the larger Leisure World (now Laguna Woods Village) common interest development, into the one consolidated condominium homeowner association.~~ The decisions of the Mutual's Board of Directors ("Board"), and any committees, task forces, etc., appointed by the Board, are governed or regulated by the Mutual's Governing Documents, the City of Laguna Woods and Orange County codes, and California and federal Laws and Regulations;

**WHEREAS**, the Mutual's Board recognizes that both new and existing Manor Owners may desire to upgrade or modify alter their Manors or elements thereof in style, structure or function. ~~—~~The current Mutual Board, prior Mutual Boards, and the Boards of the predecessor original condominium project mutual homeowner associations, have from time-to-time adopted policies and procedures to approve such Manor Alteration Applications in limited circumstances;

**WHEREAS**, the Mutual's current Governing Documents require that all such Manor Alteration Applications be approved either by the Architectural Control Committee, which may either be the Board itself or a separate committee of Members appointed by the Board, or by the Mutual's Manager, Village Management Services, Inc. ("staffStaff"), where VMSI is so authorized;

**WHEREAS**, pursuant to Article X of the Mutual's *Declaration of Revised and Amended Covenants, Conditions and Restrictions* ("CC&Rs") and Article 7 of the Mutual's Bylaws, the Board, by Resolution 03-16-128, dated December 20, 2016, has formed an Architectural Control and Standards Committee ("Committee") to perform the functions described therein;

**WHEREAS**, pursuant to Article IV, Section 2, Clause (c); Article IV, Section 5; and Article X, Section 1, Clause (c), of the CC&Rs, the Board has delegated, with continuing oversight by the Committee, authority to its Manager and staffStaff to receive, evaluate, and make recommendations to the Committee and the Board to approve or deny Manor Alteration Applications;



## ATTACHMENT 3

### REDLINES

**WHEREAS,** ~~the current Board, as well as~~ prior Mutual boards, ~~as well as the current Board,~~ have noted that over the years ~~that~~ some ~~Mutual M~~anor Owners ~~have, both with and without Board authorization,~~ have made alterations to their Manors or to the immediately contiguous areas, both with and without Board authorization, which have affected relatively small sections of the Mutual's Common Area. ~~Typically those alterations have involved enclosing patios that are Exclusive Use Common Area and~~ ~~sometimes~~ occasionally have also involved extending that enclosure onto general Common Area, or the alterations have affected the landscape and hardscape contiguous to a Manor; ~~and~~

**WHEREAS,** in some cases these alterations may not have met the Mutual's then current Architectural Alteration Standards, notwithstanding the fact that the alteration may have enhanced the value of the Manor and possibly the community as well;

**WHEREAS,** the Board recognizes that ~~for it, or the Committee, or staff~~ to identify each prior alteration and determine whether or not it is non-conforming and/or unauthorized would be expensive, ~~and~~ time consuming, and ~~would be~~ disruptive to the community and its residents. This Board has concluded that such an ~~general~~ undertaking would not be in the best interests of the owners of undivided interests in the Mutual's general Common Area;

**WHEREAS,** the Committee and the Board have reviewed and reconsidered the Mutual's current policies and procedures regarding Manor Alteration Applications to ensure proper procedures are in place ~~at in~~ the Mutual on a going-forward basis with regard to alterations by Members; ~~and~~

**WHEREAS,** among other things, the Common Area Use Policy sets forth very limited circumstances where the Mutual's Board, Committee or ~~staff~~Staff, would approve a proposed alteration of, addition to, or improvement of any Manor ("Alteration") that would be located upon or over a portion of the common area; ~~and,~~

**WHEREAS,** due to the administrative, financial, and legal burdens involved, the Board and the Committee have determined that it is not in the Association's best interests to approve any Manor Alteration Applications that do not satisfy the very limited circumstances ~~set forth in the Policy~~defined from time to time by the Committee and approved by the Board.

**NOW THEREFORE BE IT RESOLVED,** August 21, 2018, that the Board has prepared a "Decision Tree", "Neighbor Awareness Notice of Hearing" form, and "Covenant To Run With The Land form", and the Board hereby adopts the policy outlined in this Resolution ~~to govern~~ the Board's~~staff's~~, the Committee's and Staff's ~~the Board's~~ decision process when Manor Owners apply to the Mutual for authorization to make or construct an Alteration to or within the Manor's Separate Interest; to, upon or within the Exclusive Use Common Area;

**BE IT RESOLVED FURTHER,** no proposed Alteration located upon or over a portion of the common area will be approved by the Board, the Committee or ~~staff~~Staff for any reason, except as set forth pursuant to the Policy or as otherwise required by law;

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**BE IT RESOLVED FURTHER**, that, in limited circumstances, ~~defined from time to time by the Committee and approved by the Board as set forth in the Policy,~~ staff~~Staff~~ may, but is not obligated to; approve Manor Alteration Applications that meet pre-established *Third Architectural Alteration Standards* and other Board and Committee approved policies and procedures, and that do not raise an objection by the owner of a neighboring Manor which is defined as manors “within 150 feet” of the proposed manor Alteration Application. Any Manor Alteration Application that cannot or will not be approved by staff~~Staff~~ for any reason will be treated as a unique Variance Request to be investigated by staff~~Staff~~ and considered by the Committee for approval or denial, with potential appeal of the Committee’s decision to the Board, all in accordance with the Mutual’s Governing Documents;

**BE IT RESOLVED FURTHER**, that, if the proposed Alteration is to be located entirely within or upon an Exclusive Use Common Area already associated with the Manor, staff~~Staff~~, as authorized, the Committee or the Board may, but is not obligated to, approve the Manor Alteration Application, provided the Alteration is in compliance with the Mutual’s Architectural Review Procedures, subject to the discretion granted to staff~~Staff~~, the Committee, or the Board, as may be applicable, whether the Alteration would be located within a Manor’s Separate Interest, to, within or upon Exclusive Use Common Area;

**BE IT RESOLVED FURTHER**, that, if the staff~~Staff~~, as authorized, the Committee or the Board decides to approve a Manor Owner’s Application to make or construct an Alteration to, within or upon an Exclusive Use Common Area associated with that Manor, that Manor Owner must, as a condition to receiving final approval for the Manor Alteration Application, execute a recordable Covenant to Run with the Land. Such Covenant shall provide, among other things that the Manor Owner agrees that the area ~~in question altered in any dimension or manner,~~ shall remain Exclusive Use Common Area, licensed for the exclusive use of the Manor Owner, but shall not also become a part of the Manor’s Separate Interest. The Covenant will also require that the Manor Owner shall assume the responsibility for insuring, maintaining, repairing, replacing and restoring the area containing the Alteration, and shall agree to indemnify and hold harmless the Mutual for any and all claims pertaining to the Alteration;

**BE IT RESOLVED FURTHER**, that the Board, within the limits of its current authority, hereby “grandfathers” any existing Alteration to any of the Manors located within the original condominium projects, or to the area immediately adjacent to that Manor, which have been previously ~~approved by this Board,~~ or a prior board of directors of the Mutual, a board of directors or the architectural committee of a predecessor original condominium project mutual homeowner association, or the Staff of a prior management agent, if that Staff were so authorized, and constructed prior to July 20, 2017, even though that Alteration may encroach upon some portion of the general Common Area, provided that:

- (1) there is no threat to the safety of persons or property;

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- (2) the Alteration met the Mutual's construction and architectural standards in effect at the time of the Alteration; and
- (3) there is no direction or order of a court requiring the Board to take contrary action; and

**BE IT RESOLVED FURTHER**, that "grandfathering" any such encroachment did not, does not, and will not constitute a transfer of general Common Area into any Manor's Exclusive Use Common Area or Separate Interest, or the conversion of Exclusive Use Common Area into a Manor's Separate Interest. Such "grandfathering" does not remove the obligation of a Member/Owner of a non-compliant Alteration to a Manor to correct such non-compliance in the event of a sale or transfer of their Manor, but merely means that such non-conformance will not be actively pursued by the Mutual;

**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 alteration;

**BE IT RESOLVED FURTHER**, that the Board may, subject to the limitations provided in this Resolution, the Governing Documents, and applicable law, demand that any Alteration, not consistent with the Mutual's *Third Architectural Alteration Standards* and other Mutual and VMSI policies and procedures published at the time of construction of said Alteration, be removed, at the Manor Owner's expense, if the Alteration is not either altered or reconstructed to be in conformity with such *Third Architectural Alteration Standards*, state and local building codes, and other Mutual and VMSI policies and procedures;

**BE IT RESOLVED FURTHER**, that the Board may demand the removal of any Alteration that is constructed after July 20, 2017, without the prior written approval of ~~staff~~Staff, the Committee or the Board;

**BE IT RESOLVED FURTHER**, that, in accordance with the Mutual's CC&Rs, the existence in the Mutual of a prior Alteration comparable to an Alteration being sought by a Manor Owner shall have no precedential value and shall not obligate in any way ~~staff~~Staff, the Committee or the Board to approve any subsequent Manor Alteration Application;

**BE IT RESOLVED FURTHER**, that Mutual Board Resolution 03-17-77 is hereby superseded and cancelled; and

**BE IT RESOLVED FURTHER**, that ~~staff~~Staff is charged with the responsibility of receiving, evaluating, approving or making recommendations for approval of Manor Alteration Applications; and overseeing construction of additions, modification, improvements, and such other Alterations to the Manors within the Mutual are hereby

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authorized to take all appropriate actions consistent with this Resolution and to carry out the purpose and intent of this Resolution and assure compliance with its terms.