



## **OPEN MEETING**

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

**Tuesday, December 3, 2019 – 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 October 28, 2019 Report
4. Approval of the Agenda
5. Chair Remarks
6. Member Comments - *(Items Not on the Agenda)*
7. Division Manager Update

#### **Consent:**

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

#### **Items for Discussion and Consideration:**

#### **Variance Requests:**

8. 3510-3G (Villa Nueva, LH21C) Retain Non-Standard Color on Two Exterior Entry Doors
9. 5165 (Villa Paraisa, C12C\_1) Retain Non- Standard Entry Door and Install Stacked Stone Veneer on Front Exterior Wall
10. 5589-A (Casa Palma, 10RC) Replace Planter with Wood Frame/Stucco Bathroom Extension on Original Exclusive Use Common Area
11. 3288-B (El Doble, SB703A, P46) Replace Existing 5' Gate/Fence with 7' Gate/Fence Previously Approved on Common Area

#### **Standards Discussion Items:**

12. Discuss Standard 11A: Interior Hard-Surface Flooring

#### **Reports**

13. Status of Mutual Consents

#### **Future Agenda Items:**

New building material information (on-going)

Concluding Business:

14. Committee Member Comments
15. Date of next meeting – January 27, 2020
16. Adjourn

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



**OPEN MEETING**

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

**Monday, October 28, 2019 – 9:30 a.m.  
Laguna Woods Village Community Center Sycamore Room  
24351 El Toro Road**

**REPORT**

**COMMITTEE MEMBERS PRESENT:** Chair Steve Parsons, Reza Karimi, John Frankel, Lynn Jarrett, Ralph Engdahl, Bunny Carpenter

**COMMITTEE MEMBERS ABSENT:**

**OTHERS PRESENT:**

**ADVISORS PRESENT:** Mike Butler, Mike Plean

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

**1. Call to Order**

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

**2. Acknowledgement of Media**

Not present.

**3. Approval of August 26, 2019 Report**

Director Jarrett moved to accept the report. Advisor Plean seconded. The committee had no objection.

**4. Approval of the Agenda**

Director Jarrett moved to accept the agenda. Director Carpenter seconded. The committee had no objection.

**5. Committee Chair Remarks**

Chair Parsons introduced Members Lynne Corboz (3505-C) and Douglas Ferraro (5598-A).

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

Member Susan Smallwood introduced herself.

**7. Division Manager Update**

Mr. Crane introduced staff. He also mentioned we are currently going through the remaining standards, some do not require revisions, and the remaining requires input from other departments.

Mr. Crane also mentioned we are currently working with the city on the process of permits/inspections. The City is in the process of updating their systems. Director Jarrett commented on a conversation she had with another member regarding the long process at the Permits and Alterations Office and then having to deal with The City. A discussion ensued amongst the committee. Mr. Crane explained every case is unique, depending on the complexity of the variance request, some may take more time than other and the majority of the requests in the Permits & Alterations Office have a 24 hour turn-around time. Mr. Crane also cleared up the rumors of having a city employee seated in the VMS office and vice versa which is a conflict of interest.

Consent:

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

None.

Items for Discussion and Consideration:

Variance Requests:

**8. (A) 5598-A (Casa Palma, 10R) – Extend Entryway onto Exclusive Use Common Area and Replace Planter with Concrete Slab on Previously Extended Common Area**

The committee was in unanimous support to accept staff's recommendation and approve the 1<sup>st</sup> part of the variance request:

Extend the entry way onto Exclusive Use Common Area.

The committee was in unanimous support to accept staff's recommendation and deny the 2<sup>nd</sup> part of the variance request pending further review by the Resident Policy & Compliance Task Force:

To replace the planter with concrete slab on previously extended Common Area.

**(B) 3505-C (picture)**

Chair Parsons is concerned with the dirt patch in front of the slider and electrical panel/meter area. This is an issue with many mutuls and it is a dirt, mud, and safety hazard. Director Carpenter suggested a standard or an agreement should be put in place. A discussion ensued amongst the committee. Regarding the concrete slab, Mr. Crane stated it will depend on what The City's requirements will be and what they address as acceptable material.

Standards Discussion Items:

**9. Review Standard 28: Soft Water**

The committee was in unanimous support to accept staff's recommendation and approve the request.



The committee proposed the following additional change to this Standard and asked staff to send to the Board for approval:

§2.3 to delete the word 'plywood'.

#### **10. Review Standard 42: Ramps**

The committee was in unanimous support to accept staff's recommendation and approve the request.

The committee proposed the following additional changes to this Standard and asked staff to send to the Board for approval:

§3.2.1 correct 914 mm to 1,219 mm.

§3.3.7 correct 1,524 mm to 1,829 mm.

#### **Reports**

#### **11. Status of Mutual Consents**

Mr. Fogg reviewed this report with the committee.

#### **Future Agenda Items:**

Hanging plants screwed into wood causing dry rot (there is an existing resolution)

Concrete slabs under electrical panels/meters

#### **Concluding Business:**

#### **12. Use of Common Area and Exclusive Use**

Director Frankle proposed a task force to address the inflexibility of the mutual's common area usage and the possibility of a policy. A discussion ensued amongst the committee. Director Engdahl, Advisor Plean, Advisor Butler, and Member Susan Smallwood volunteered to be on the task force. The committee was in unanimous support.

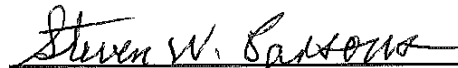
#### **13. Committee Member Comments**

Director Frankel thanked everyone regarding his suggestion of the task force.

Director Jarrett inquired about the number of ramp requests over the years. Mr. Crane responded very minimal.

**14. Date of next meeting – Monday, November 25, 2019**

**15. Adjourned at 11:28 a.m.**



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



## STAFF REPORT

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**DATE:** December 3, 2019  
**FOR:** Architectural Control and Standards Committee  
**SUBJECT:** Variance Request  
Ms. Sharon Evans of 3510-3G (Villa Nueva, LH21C)  
Request to Retain Non-Standard Color on Two Exterior Entry Doors

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### **RECOMMENDATION**

Staff recommends the Board approve the request retain the non-standard color on two exterior doors with the conditions in Appendix A.

### **BACKGROUND**

During a resale inspection prior to the change of ownership of unit 3510-3G, the entry door to the unit was found to be a non-standard blue color. In order to close escrow in a timely manner, the new owner (Ms. Sharon Evans) signed a Responsibility Agreement for the entry door color correction, that would require the door do be brought into compliance or a variance to be submitted and approved to retain the alteration color within 6 months of escrow closing (April 2<sup>nd</sup>, 2019). A variance to retain the alterations was submitted on October 2, 2019, by the new owner Ms. Evans (see Attachment 1).

Due to selected color not meeting existing Mutual Standards, Staff requires Board approval prior to issuing a Mutual Consent.

The location of the alteration being requested by Variance is located on Exclusive Use Common Area.

Due to the new owner taking responsibility for the non-standard alteration that was installed by a previous owner, a disciplinary hearing was not scheduled.

### **DISCUSSION**

Ms. Evans is requesting to retain the blue color used on her entry door. The door is not directly visible from the street. Photos of the door and a map of the area are shown in attachments 2 and 3.

Third Mutual Alteration Standards Section 10 - Doors, Exterior (Revised March 2018), paragraph 3.1 states, "All doors shall be of wood, fiberglass, or vinyl clad materials. Doors Shall be the body or trim color of the building, or be white. Doors may have natural or stained wood finish".

The current color scheme for Building 3510 requires Shadow Box or White high hiding to be used as the entry door paint color.

The alteration is not clearly visible from the surrounding units and is similar to the Krimson Lake blue color that had been an option for door colors on previous paint schemes. For these reasons, Staff recommends approval of the request.

The Board approved requests for non-standard entry door colors for Manors 3433-B in March 2013, 3377-A in June 2013, 3304-N in February 2014, 5365-C in July 2015, 5072 in September 2015, 3459-A in March 2016, 3415-B in June 2016, 3044-B in September 2017, 3421-3A in December 2017, 3386-B in February 2018 and 5398-A in December 2018.

At the time of preparing this report, there are no open Mutual Consent for unit 3510-3G.

A Neighbor Awareness Notice was posted in the mailroom of building 3510 on November 14, 2019, due to no neighbor having line of sight of the alteration or being effected by debris or noise.

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

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 3510-3G.

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

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

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

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

## APPENDIX A

### CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

1. No improvement shall be installed, constructed, modified or altered at unit **5**, ("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.
2. A Variance for Unit Alterations has been granted at **3510-3G** for **Retain non-standard entry door color** 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.
3. 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 **3510-3G** and all future Mutual members at **3510-3G**.
4. 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.
5. 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.
6. 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.

7. 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.
8. Member is responsible for following the gate clearance process in place to admit contractors and other invitees.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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>.
14. 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.

15. 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.
16. 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.
17. 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.
18. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
19. 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.
20. 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.
21. 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.



MANOR # 3510-3G☐ ULWM☒ TLHM

## Variance Request Form

SA 21426944

Model: <u>Villa Nueva</u>	Plan: <u>LH21C</u>	Date:
Member Name: <u>Sharon EVANS</u>	Signature: <u>Sharon Evans</u>	
Phone: [REDACTED]	E-mail: [REDACTED]	
Contractor Name/Co:	Phone: -	E-mail: [REDACTED]
Owner Mailing Address: (to be used for official correspondence) <u>3510 Bahia Blanca<sup>W</sup> 3g</u>		

## Description of Proposed Variance Request ONLY:

I want to keep the color of my dogs. I was told at the sale that I would be allowed to. I paid \$150 to do so.

## Dimensions of Proposed Variance Alterations ONLY:

SCANNED



## FOR OFFICE USE ONLY

RECEIVED BY: [Signature] DATE RECEIVED: 10/2/19 Check# 246 BY: Sharon B Evans

<b>Alteration Variance Request</b>  Check Items Received: <input type="checkbox"/> Drawing of Existing Floor Plan <input type="checkbox"/> Drawing of Proposed Variance <input type="checkbox"/> Dimensions of Proposed Variance <input type="checkbox"/> Before and After Pictures <input type="checkbox"/> Other: _____	<b>Complete Submittal Cut Off Date:</b> <u>10/25/19</u>  Meetings Scheduled: Third AC&S Committee (TACSC): <u>11/25/19</u> United M&C Committee: _____ Board Meeting: <u>12/17/19</u> <u>9:30 Am</u>  <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other: _____
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Attachment: 2





Attachment:3





## STAFF REPORT

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**DATE:** December 3, 2019  
**FOR:** Architectural Control and Standards Committee  
**SUBJECT:** Variance Request  
Ms. Hope H Miller of 5165 (Villa Paraisa, C13C\_1)  
Request to Retain Non-Standard Entry Door and Install Stacked Stone Veneer on Front Exterior Wall

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### **RECOMMENDATION**

Staff recommends the Board approve the request to retain the non-standard entry door and install stacked stone veneer on the front exterior wall with the conditions stated in Appendix A.

### **BACKGROUND**

Ms. Miller of 5165 Belmez, a Villa Paraisa style unit, was previously approved to extend the entry door by 7'-4" via Board approval of a variance in February 2019. At the time of the request, the existing door was proposed to be moved forward, however a different door with was installed during construction (see Attachments 1 and 2).

Due to selected color not meeting existing Mutual Standards, Staff requires Board approval prior to issuing a Mutual Consent

As per Committee's direction regarding Variance requests for retaining non-authorized alterations, Compliance was notified on July 7, 2019, of the unauthorized alteration; a disciplinary hearing is pending.

Ms. Miller is also requesting to install a stacked stone veneer wall cover on the front exterior wall of her unit. No work has been performed on this alteration at the time of writing the report.

Due to the existing Mutual Standard 12: Exterior Wall Attachments; Section 2.5, requiring all attachments to be limited to only those walls which face Exclusive Use Common Areas, such as patios or atriums, staff require Board approval for the alteration.

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

### **DISCUSSION**

Ms. Miller is requesting to retain the factory painted 'steel blue' color entry door. The door is not directly visible from the street. Photos of the door and a map of the area are shown in attachments 2 and 3.

Third Mutual Alteration Standards Section 10 - Doors, Exterior (Revised March 2018), paragraph 3.1 states, "All doors shall be of wood, fiberglass, or vinyl clad materials. Doors shall be the body or trim color of the building, or be white. Doors may have natural or stained wood finish".

The current color scheme for Building 5165 requires Basic Khaki or Woodruff or White High Hiding to be used as the entry door paint color.

Staff recommends approval of the request due to the alteration is not clearly visible from the surrounding units and is similar to the 'Night Sky' color that is available as a trim color under the current paint scheme.

The Board approved requests for non-standard entry door colors for Manors 3433-B in March 2013, 3377-A in June 2013, 3304-N in February 2014, 5365-C in July 2015, 5072 in September 2015, 3459-A in March 2016, 3415-B in June 2016, 3044-B in September 2017, 3421-3A in December 2017, 3386-B in February 2018 and 5398-A in December 2018.

Ms. Miller also proposes to install a stacked stone veneer on the front exterior wall of the unit measuring 2' tall and spanning). The stone veneer would accent the existing colors of the unit (Attachment 1).

Staff determined there would be no impairment of the structural integrity or mechanical systems of the surrounding buildings or lessening of its support and recommends approval of this request, as the styling of the alteration does not cause any negative effect on the surrounding units.

Previous examples of stacked stone veneer used to decorate the front of units are at 5283 in July 2007, 5202 in February 2011, 5305 in April 2015, 5232 in October 2015, 5284 in April 2016 and 5212 in December 2017.

Neighbor Awareness Notices were sent to affected Units 5160, 5161, 5162, 5163, 5164, 5166 and 5167 November 12, 2019; as of the writing of this report, no responses were received.

At the time of preparation of this report, there was one open Mutual Consent for a whole unit remodel, pending final approval once the door variance has received its decision:

Description	Received Date	Mutual Permit
Entry Extension (Variance)	4/1/2019	190297
Bedroom Extension (Variance)	4/1/2019	190297
Bedroom Extension (Variance)	4/1/2019	190297
Raise Living Room Ceiling (Variance)	4/1/2019	190297
Electrical Throughout	4/1/2019	190297
Remove Nook Window	4/1/2019	190297
Remove Dining Room Window	4/1/2019	190297
Shower to Shower	4/1/2019	190297
Entry Door Revision	4/1/2019	190297
Central HVAC (Changeout)	4/1/2019	190297
Entry Skylight	4/1/2019	190297
Living Room Skylight	4/1/2019	190297
Repipe	4/1/2019	190297
Water Heater Relocation	4/1/2019	190297
Laundry Sink	4/1/2019	190297

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 5165.

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

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

**ATTACHMENT(S)**

Appendix A: Conditions of Approval  
Attachment 1: Variance Request, October 25, 2019  
Attachment 2: Photos  
Attachment 3: Map



## APPENDIX A

### CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

1. No improvement shall be installed, constructed, modified or altered at unit **5165**, ("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.
2. A Variance for Unit Alterations has been granted at **5165** for **Retain non-standard entry door and install stack stone veneer on front exterior wall**, 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.
3. 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 **5165** and all future Mutual members at **5165**.
4. 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.
5. This approval does not change the number of bedrooms or the original maximum occupants permitted in the Unit.
6. Member Owner(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized "Covenant to Run with the Land" for a proposed improvement that would utilize any portion of the Mutual's Common Area. Prior to the issuance of a Mutual Consent for Unit Alterations, that "Recordable Common Area Agreement" must be filed with the Orange County Clerk/Recorder.
7. 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.

8. 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.
9. 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.
10. Member is responsible for following the gate clearance process in place to admit contractors and other invitees.
11. 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.
12. 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.
13. 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.
14. 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.

15. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards, Policies and Guidelines. See <http://www.lagunawoodsvillage.com>. 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.
17. 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.
18. 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.
19. 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.
20. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
21. 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.
22. 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.
23. 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.



Laguna Woods Village

MANOR # 5165 Belmez☐ ULWM☒ TLHM

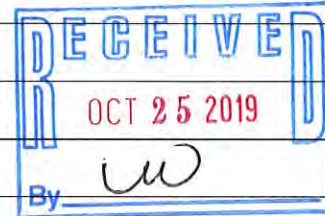
## Variance Request Form

SA SA21434788

Model: <u>Villa Paraisa</u>	Plan: <u>C13r</u>	Date: <u>9/20/19</u>
Member Name: <u>Hope Miller</u>	Signature <u>Hope Miller</u>	
Phone: [REDACTED]	Email: [REDACTED]	
Contractor Name/Co: <u>Richard Smith / West Coast Remodel</u>	Phone: [REDACTED]	Email: [REDACTED]

## Description of Proposed Variance Request ONLY:

- ① Install new front door with side lights with factory paint - (steel Blue)
- ② Install fake stacked stone to front of house only no higher than 2'. Same style as submitted photo



## Dimensions of Proposed Variance Alterations ONLY:

- ① 74" X 9"
- ② 2' high from one corner to the other out front (38')

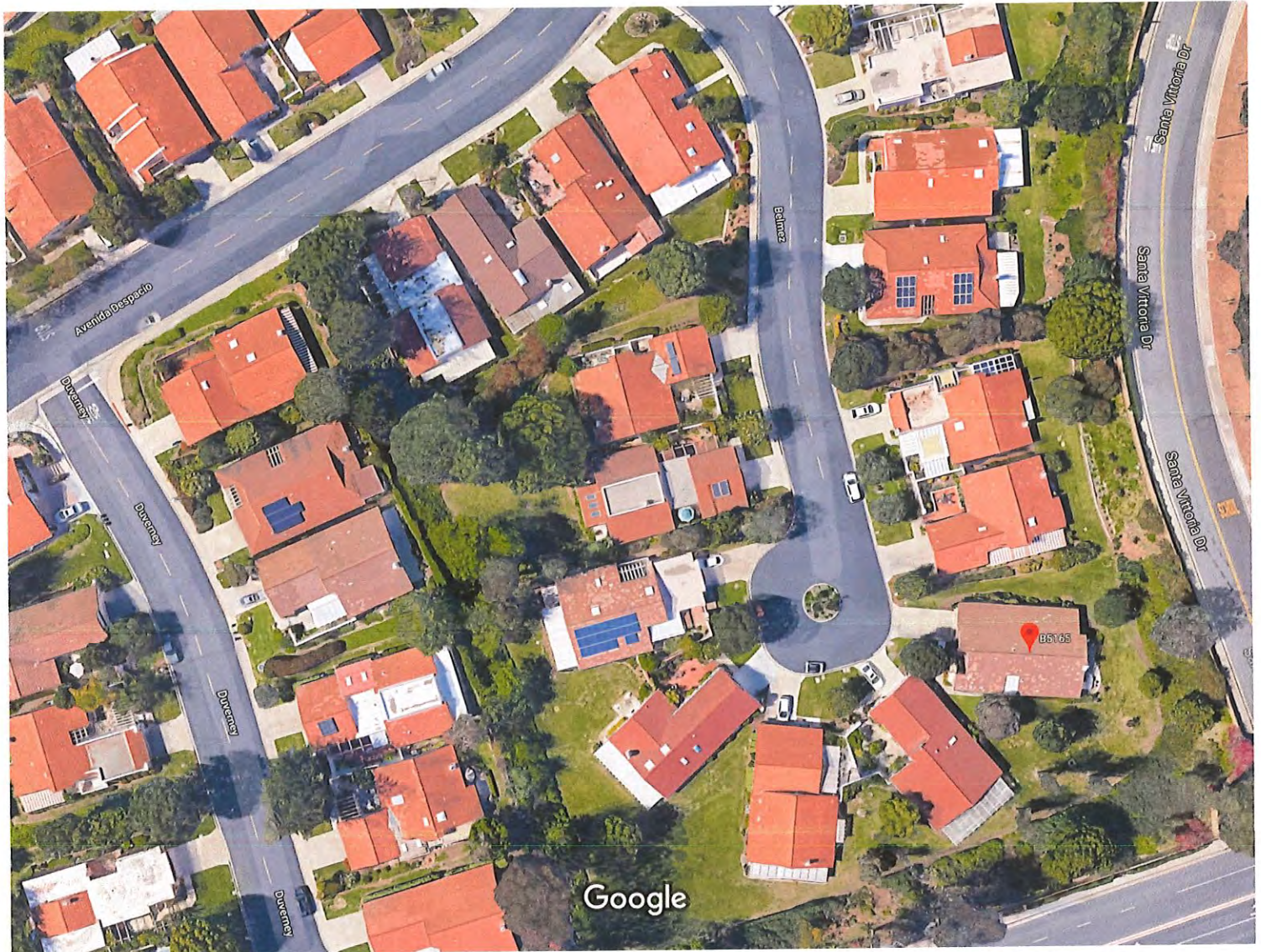
## FOR OFFICE USE ONLY

RECEIVED BY: W DATE RECEIVED: 10/25/19 Check# 78436 BY: WEST COAST REMODEL

<b>Alteration Variance Request</b>  Check Items Received: <input type="checkbox"/> Drawing of Existing Floor Plan <input type="checkbox"/> Drawing of Proposed Variance <input type="checkbox"/> Dimensions of Proposed Variance <input type="checkbox"/> Before and After Pictures <input type="checkbox"/> Other: _____	<b>Complete Submittal Cut Off Date:</b> <u>10/25/19</u>  <b>Meetings Scheduled:</b> Third AC&S Committee: <u>11/25/19</u> United AC&S Committee: _____ Board Meeting: <u>12/17/19</u>  <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other _____
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Google Maps B5165



Imagery ©2019 Google, Map data ©2019, Map data ©2019

20 ft

**B5165**

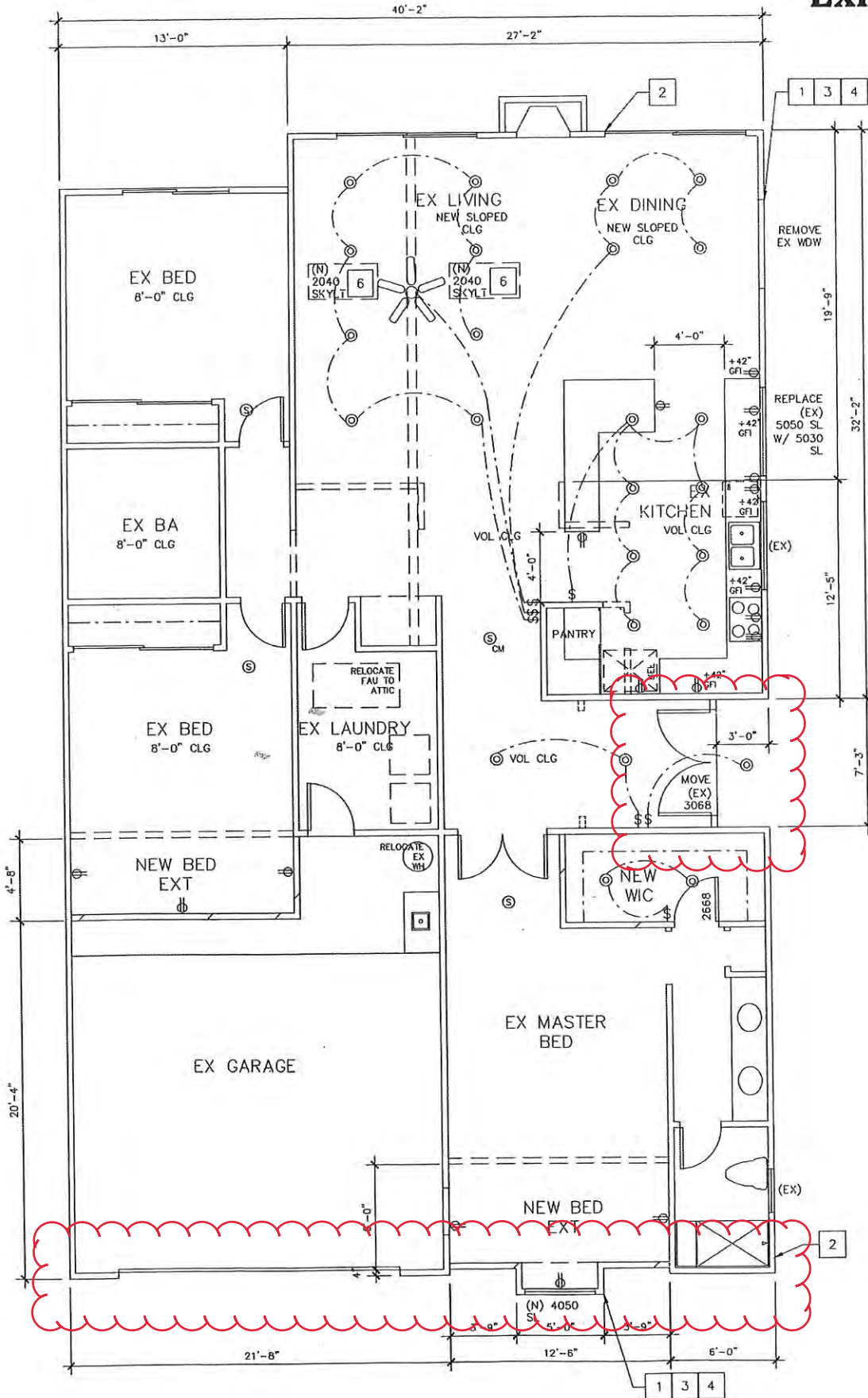
5165 Belmez

Laguna Woods, CA 92637

Agenda Item #9 Page 8 of 15



**MILLER PROJECT**  
**5165 Belmez**  
**Existing Floor Plan**

















Attachment: 2



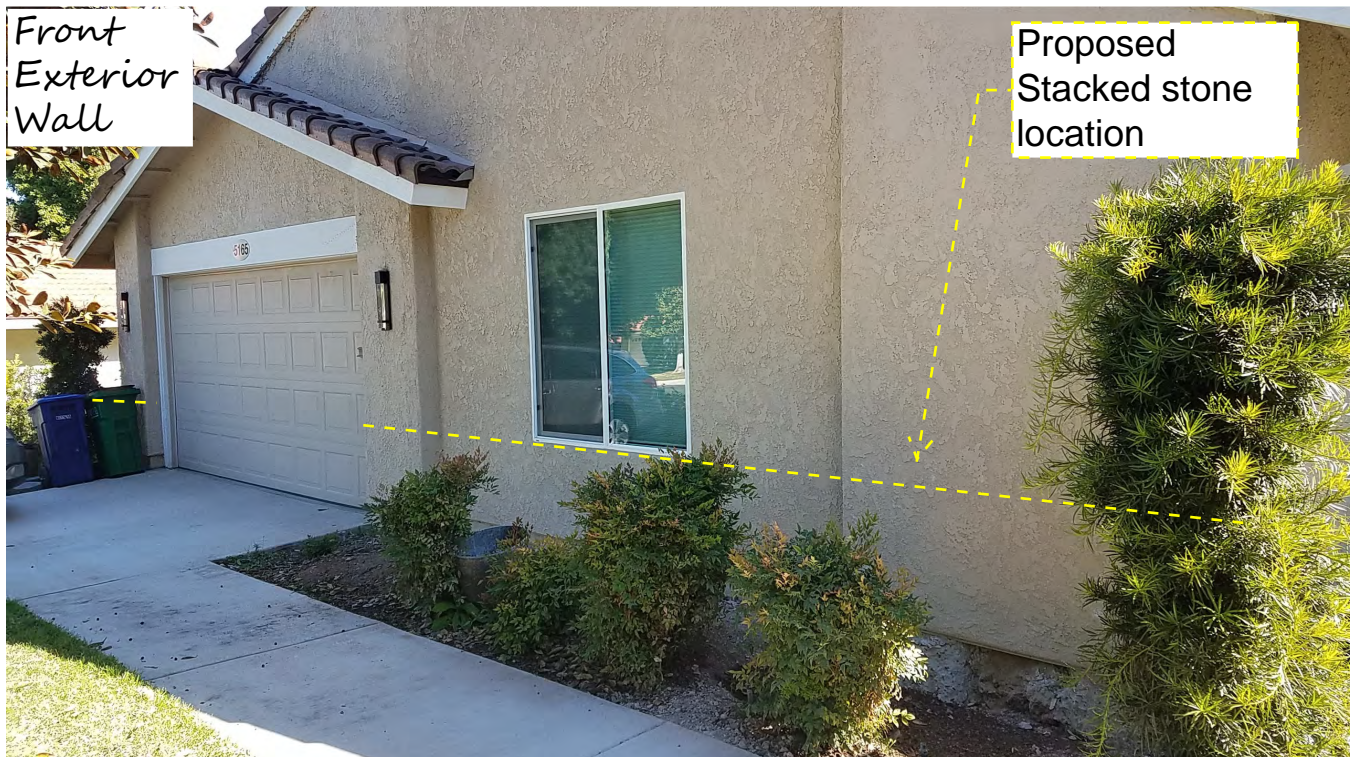


Street View



Proposed  
Stacked stone  
location

Front  
Exterior  
Wall



Proposed  
Stacked stone  
location



## Attachment: 3





## STAFF REPORT

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**DATE:** December 3, 2019  
**FOR:** Architectural Control and Standards Committee  
**SUBJECT:** Variance Request  
Ms. Victoria S Pullman of 5589-A (Casa Palma, 10RC)  
Request to Replace Planter with Wood Frame/Stucco Bathroom Extension  
on Original Exclusive Use Common Area

---

### **RECOMMENDATION**

Staff recommends the Board approve the request to replace the original exclusive use common area planter with a wood frame and stucco exterior bathroom extension with the conditions stated in Appendix A.

### **BACKGROUND**

Ms. Pullman of 5598-A Avenida Sosiega West, a Casa Palma style unit, is requesting Board approval of a variance to remove the existing block wall planter on the rear of the unit and extend the bathroom into that location (see Attachments 1 and 2).

Due to no standard plan existing, staff requires Board approval prior to issuing a Mutual Consent.

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

### **DISCUSSION**

Ms. Pullman is proposing to remove the existing 4'-0" long by 9'-10" wide block wall planter with wooden gate and replace it with a wood framed and stucco finish enclosure that will use the existing roof. The current exterior wall and window between the bathroom and exterior planter area would also be demolished to create the extension. Since this proposal would take place under the existing roof and would not require any new roof tie-in.

The left and right elevations of the extension would be solid stucco finish, while the rear elevation would contain an 8'-0" wide by 3'-0" tall vinyl framed sliding window.

According to the condominium plan for the unit (Appendix B), the Planter is exclusive use common area.

Stamped structural drawings will be required as a Condition of Approval along with the requirement to obtain a City of Laguna Woods permit to ensure code compliance and that structural integrity requirements are met. Detailed architectural drawings along with a City permit that would ensure Title 24 is met will be required for Mutual approval of any and all proposals considered. A City of Laguna Woods building permit final would verify compliance with all applicable building codes.

Neighbor Awareness Notices were sent to affected Units 5589-B on November 12, 2019; as of the writing of this report, no responses were received.

There are no records of previous variance requests for similar alterations.

At the time of preparing this report, there are no open Mutual Consents for this unit.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 5589-A.

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

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

**ATTACHMENT(S)**

Appendix A: Conditions of Approval  
Appendix B: Condo/Foundation Plan  
Attachment 1: Site Plan  
Attachment 2: Variance Request, October 25, 2019  
Attachment 3: Photos  
Attachment 4: Map



## APPENDIX A

### CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

1. No improvement shall be installed, constructed, modified or altered at unit **5589-A**, ("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.
2. A Variance for Unit Alterations has been granted at **5589-A** for **Replace Planter with Wood Frame/Stucco bathroom Extension**, 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.
3. 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.
4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at **5589-A** and all future Mutual members at **5589-A**.
5. Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
6. This approval does not change the number of bedrooms or the original maximum occupants permitted in the Unit.
7. 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.
8. 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.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. Member is responsible for following the gate clearance process in place to admit contractors and other invitees.
15. 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.

16. 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.
17. 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.
18. 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.
19. 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>.
20. 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.
21. 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.
22. 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.
23. A dumpster is approved for placement at the location identified by Security Staff by calling

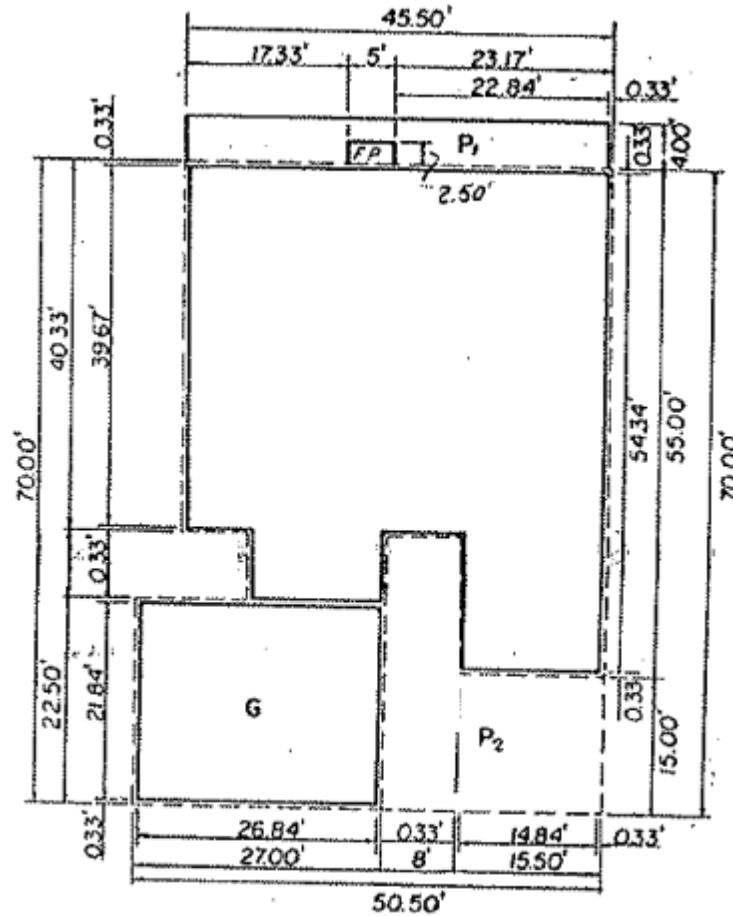
949-580-1400. All dumpsters must conform to the Policy for Temporary Containers. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.

24. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
25. 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.
26. 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.
27. Mutual member shall indemnify, defend and hold harmless Third and its officers, directors, committee members and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual member's improvements and installation, construction, design and maintenance of same.



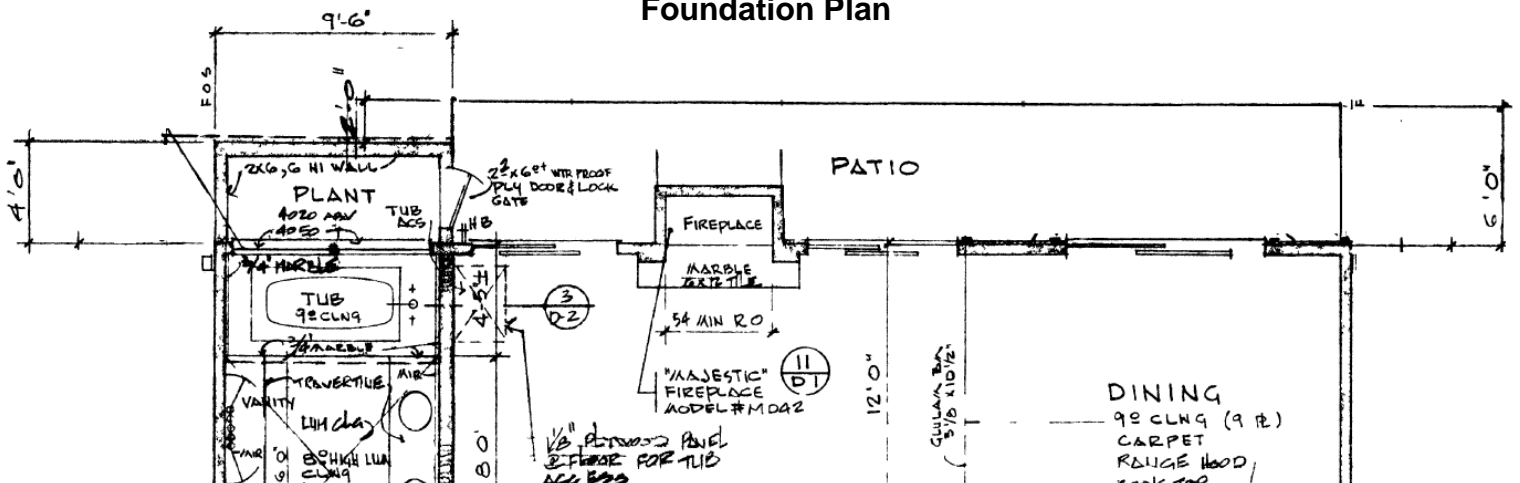
## APPENDIX B

### Condominium Plan



PLAN 10

### Foundation Plan



MARK NOBLE  
ARCHITECT

- MARK NOBLE  
ARCHITECT

MARK NOBLE  
ARCHITECT

MARK NOBLE  
ARCHITECT

MARK NOBLE  
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ARCHITECT

ELEVATION NOTES

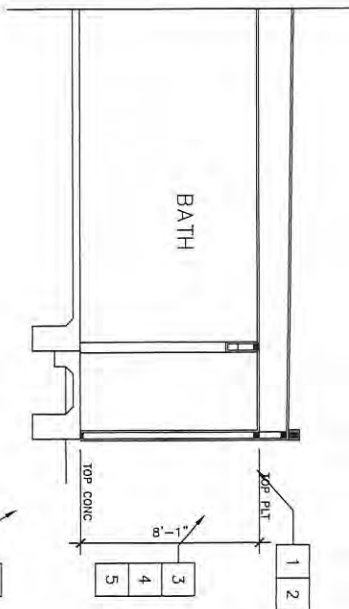
- 1 EXTERIOR PLASTER OVER BLDG PAPER WITH FINISH TO MATCH EXISTING-
- 2 WINDOW/DOOR PER PLAN
- 3 26 GAUGE (MIN) GALV WEEP SCREED

SECTION NOTES

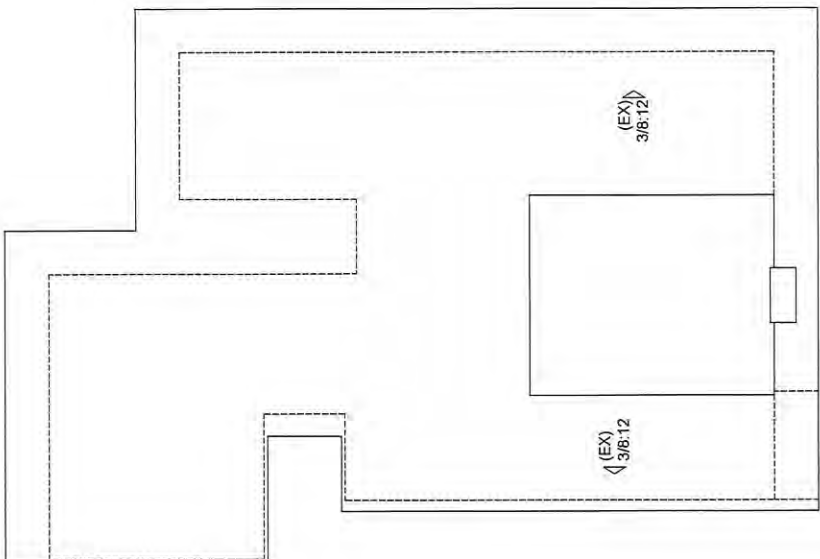
- 1 ROOF SHEATHING PER STRUCTURAL DRAWINGS
- 2 ROOF RAFTERS PER STRUCTURAL DRAWINGS
- 3 2X STUD WALL
- 4 1/2" OSB/BOARD (TYPICAL UNLESS NOTED OTHERWISE)
- 5 INSULATION- R30 AT ROOF, R13 AT WALLS
- 6 CONCRETE SLAB AND FOUNDATION PER STRUCTURAL DRAWINGS

ROOF NOTES

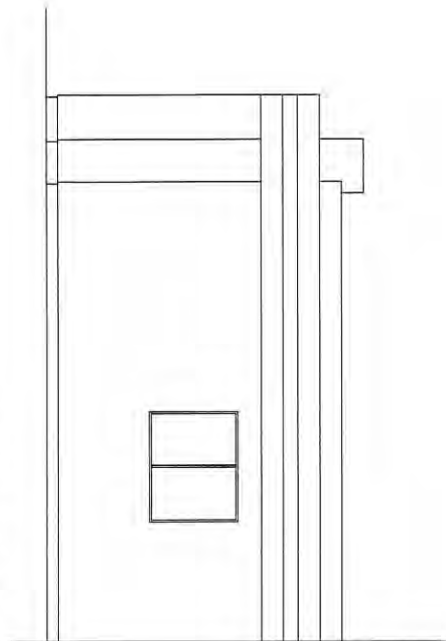
- 1 ROOF MATERIAL-CLASS A BUILT-UP ROOFS AT FLAT
- 2 ROOF PER ASSOCIATION STANDARDS
- 3 PROVIDE MINIMUM 26 GA GALV METAL FLASHING AT ALL ROOF WALLS AND ROOF TO WALL CONDITIONS.
- 1 EXISTING ROOF



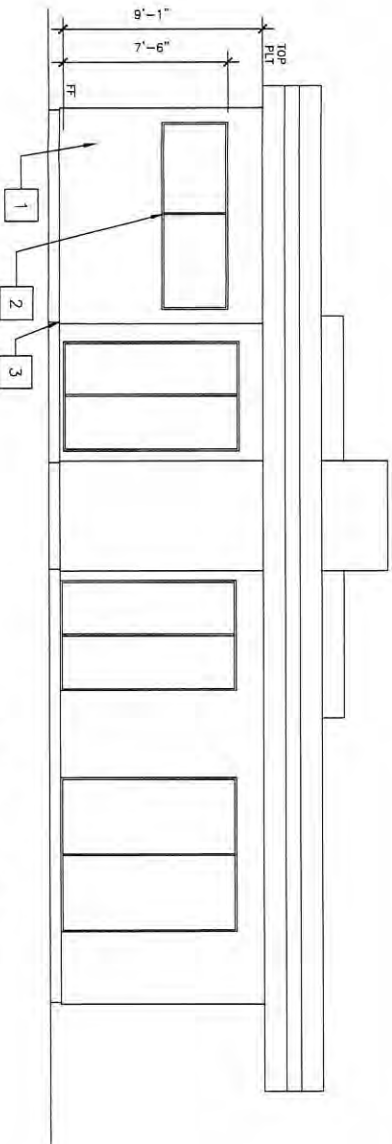
SECTION A  
SCALE 1/4"=1'-0"



ROOF PLAN  
SCALE 1/8"=1'-0"



LEFT ELEVATION  
SCALE 1/4"=1'-0"



REAR ELEVATION  
SCALE 1/4"=1'-0"





MANOR # 5589-A☐ ULWM☒ TLHM

## Variance Request Form

SA SA21434787

Model: <u>Casa Palma</u>	Plan:	Date: <u>9/23/19</u>
Member Name: <u>Victoria Pullman</u>	Signature: <u>Victoria Pullman</u>	
Phone: [REDACTED]	E-mail: [REDACTED]	
Contractor Name/Co: <u>Richard Smith West Coast Remodel</u>	Phone: [REDACTED]	E-mail: [REDACTED]
Owner Mailing Address: (to be used for official correspondence) <u>5589-A Avenida Sosiega</u>		

## Description of Proposed Variance Request ONLY:

Enclose the atrium in the back and install a window on the back wall of same area as an extension to the master bathroom for a large shower



## Dimensions of Proposed Variance Alterations ONLY:

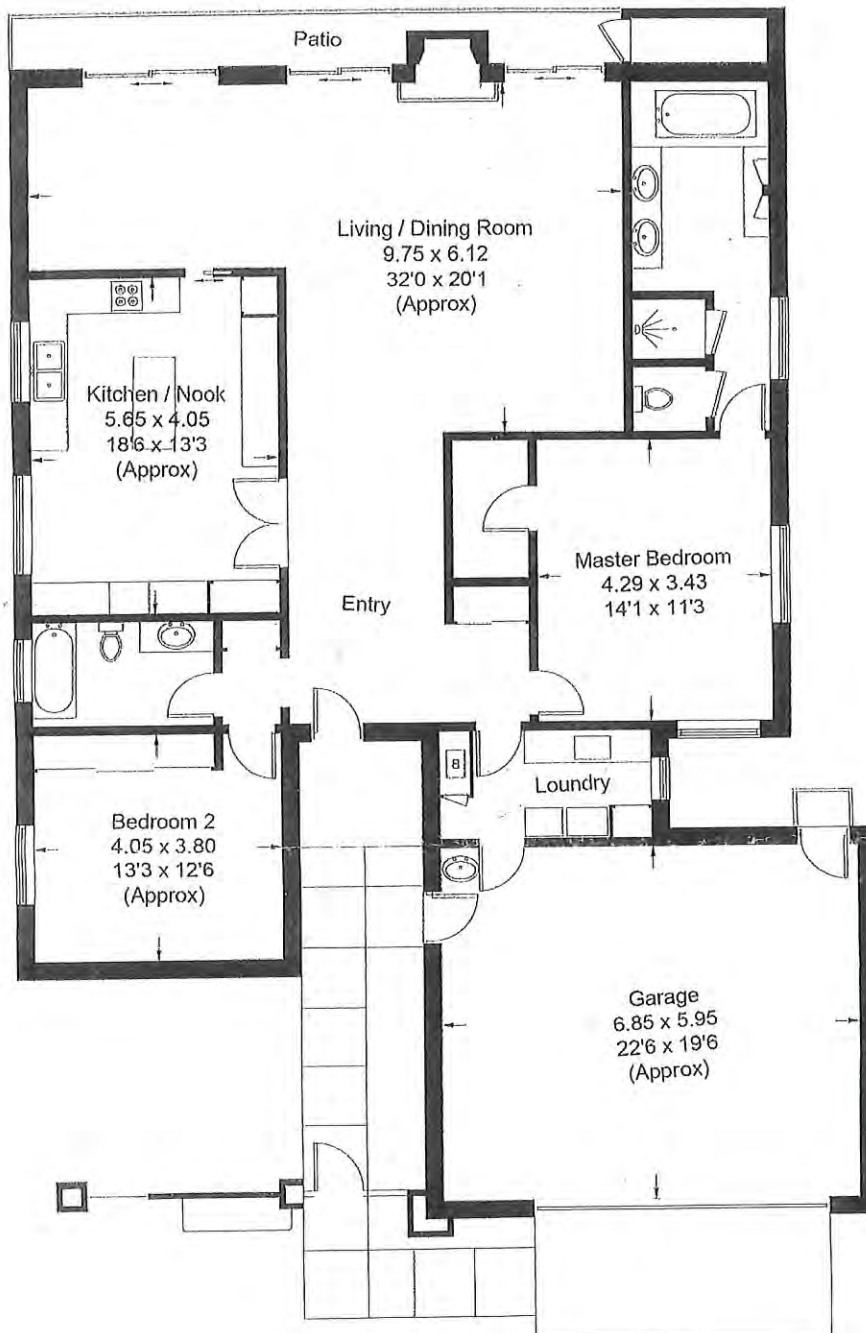
10' wide X 4' Deep X 9' high

## FOR OFFICE USE ONLY

RECEIVED BY: [signature] DATE RECEIVED: 10/25/19 Check# 78435 BY: WEST COAST REMODEL

<b>Alteration Variance Request</b>  Check Items Received: <input type="checkbox"/> Drawing of Existing Floor Plan <input type="checkbox"/> Drawing of Proposed Variance <input type="checkbox"/> Dimensions of Proposed Variance <input type="checkbox"/> Before and After Pictures <input type="checkbox"/> Other: _____	<b>Complete Submittal Cut Off Date: <u>10-25-19</u></b>  Meetings Scheduled: Third AC&S Committee (TACSC): <u>11-25-19</u> United M&C Committee: _____ Board Meeting: <u>12/17/19</u> <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other _____
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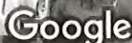
# Casa Palma



## **BROKAW PROJECT 5589-A Avenida Sosiega Existing Floor Plan**

Scope of work: Demo the stucco on the interior of the existing atrium and the exterior where the new window is going. Remove the existing gate, frame up to tie in with the existing room and enclose where the gate originally was. Build a new shower inside the atrium, install a new construction window and finish the stucco to match existing. Proposed window size would be 8' x 3', tempered & opaque double pane glass that has one side operable for ventilation. The frame would be white vinyl to match all other windows





Imagery ©2019 Google, Imagery ©2019 Maxar Technologies, U.S. Geological Survey, Map data ©2019 50 ft



5589 Avenida Sosiega

Laguna Woods, CA 92637



Attachment: 3





Rear Patio



Planter





Attachment: 4





## STAFF REPORT

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**DATE:** December 3, 2019  
**FOR:** Architectural Control and Standards Committee  
**SUBJECT:** Variance Request  
Ms. Diane Landers of 3288-B (El Doble, SB703A, P46)  
Request to Replace Existing 5' Gate/Fence with 7' Gate/Fence

---

### **RECOMMENDATION**

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

### **BACKGROUND**

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

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

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

There is no land use agreement on file.

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

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

### **DISCUSSION**

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

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

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

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

There are no previous variances for similar requests on file.

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

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

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

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

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

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

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

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

## APPENDIX A

### CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

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



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

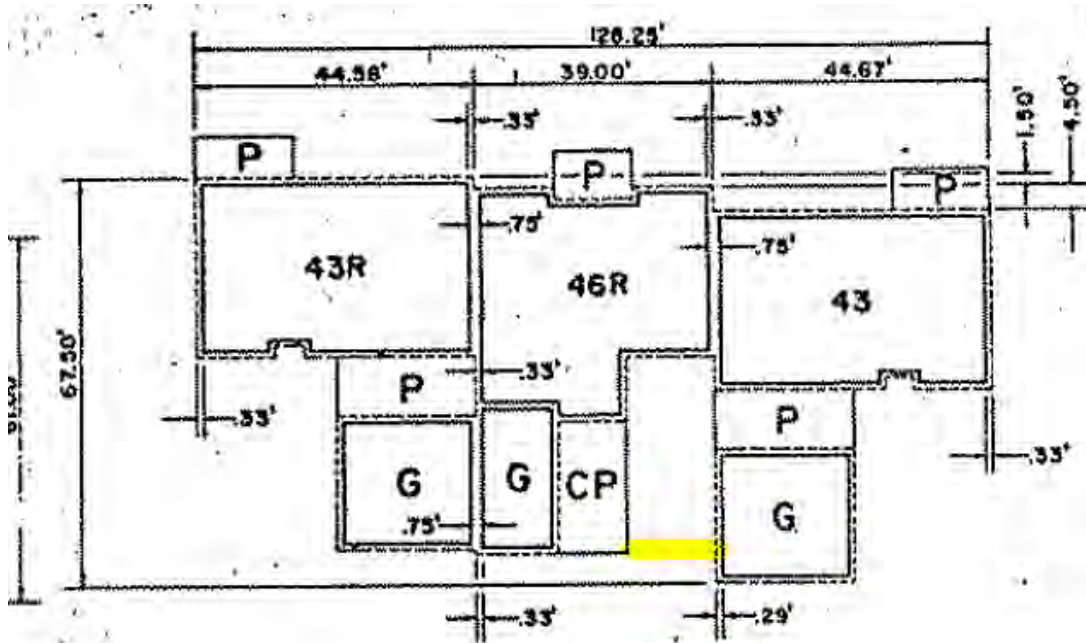
9. Member Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations,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

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

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

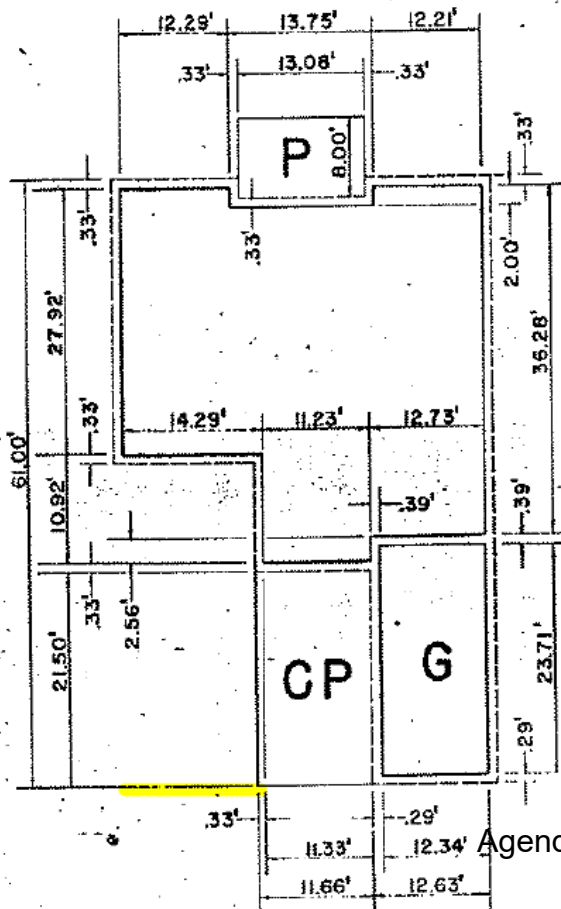
**APPENDIX B**

**Condominium Plan**



## Proposed Location

**(Reverse Plan)**





MANOR # 3288-B

☐ ULWM☒ TLHM

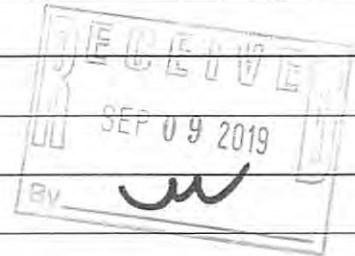
## Variance Request Form

SA \_\_\_\_\_

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

## Description of Proposed Variance Request ONLY:

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



## Dimensions of Proposed Variance Alterations ONLY:

7 feet high

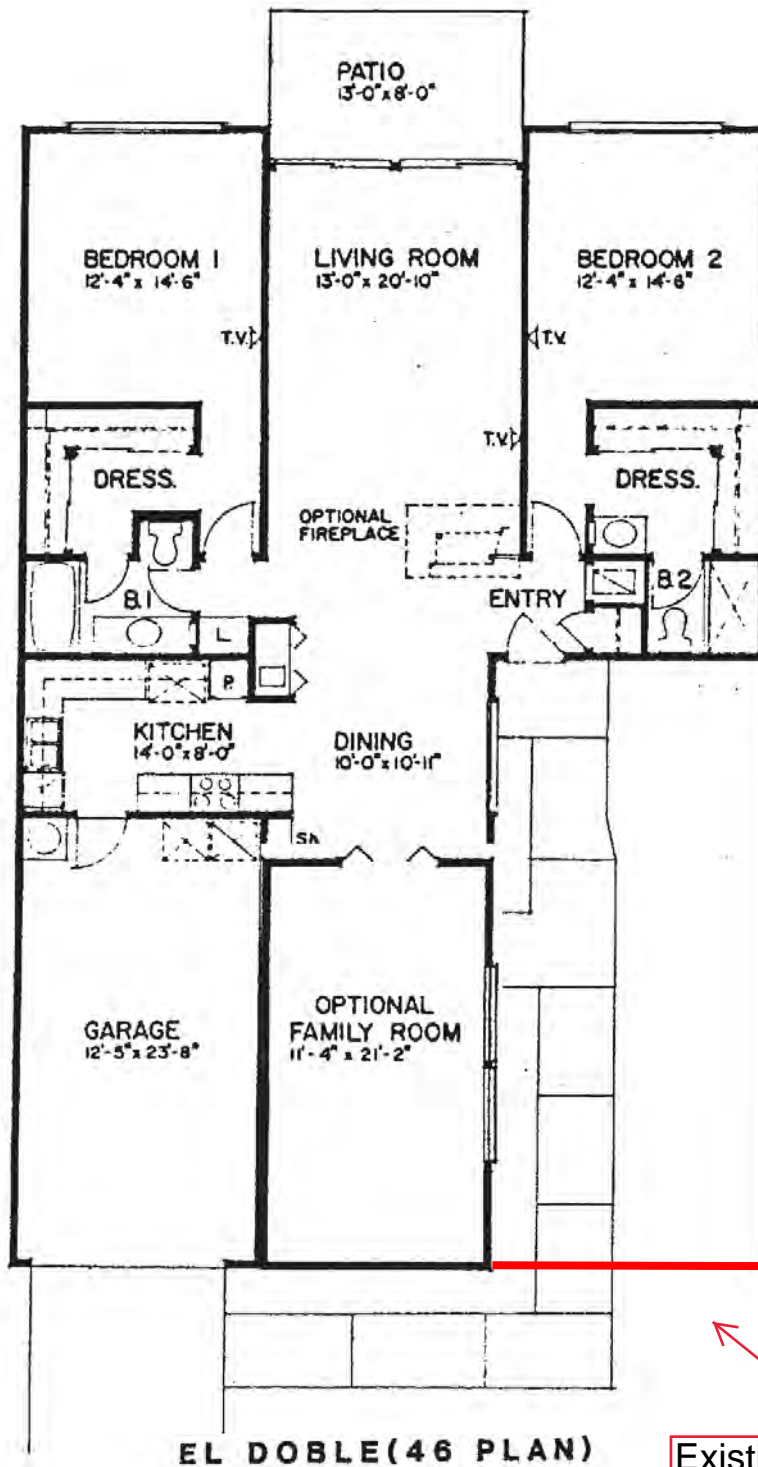
## FOR OFFICE USE ONLY

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

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



**3288-B**



Unit C

Existing and  
proposed  
location of Gate  
and Fence  
replacement



"Trust is just one of  
the things we build well"

DATE: 8/20/19 0632

BID #:

PREPARED BY:

CUSTOMER'S NAME:

COMPANY NAME:

PHONE: EMAIL:

Tel: Fax:

## JOB PROPOSAL

CUSTOMER'S NAME

DIANE LANDERS

ADDRESS:

3288 SAN ANA DEO UNIT B

TELEPHONE:

TYPE OF WORK:

Leis

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

### Gates

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

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

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

### Screening Material

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

### MATERIAL

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

SIZE THICKNESS

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

### COLOR

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

### FINISH

- ☐ Flat
- ☒ Semi Gloss
- ☐ Gloss

### MEASUREMENTS

Height 9 FT' IN'  
Width 19  
Depth

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

In addition, the following general provisions apply:

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

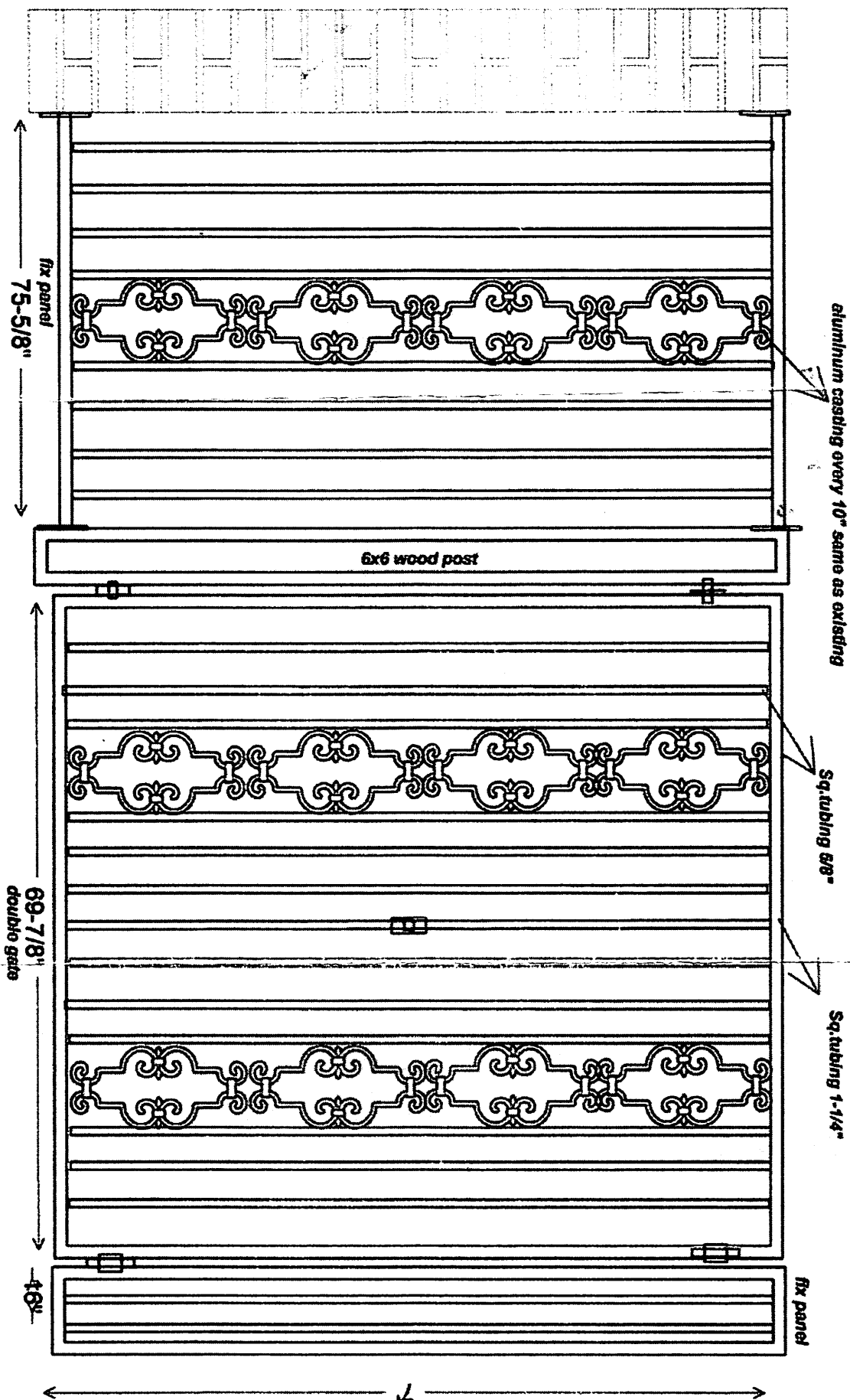
Client's Name: DIANE LANDERS Signature: [Signature] Date: 8-20-19

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www.xtremeironwork.com



***will put mesh for privacy***



**XTREME IRON WORK**

**Drawing Copyright 2016**

3288-B





Attachment: 2





Street View



Street View





## Attachment: 3





## **STANDARD 11A: INTERIOR HARD-SURFACE FLOORING**

Adopted July 20, 2010, RESOLUTION 03-10-97

Revised December 21, 2010, RESOLUTION 03-10-188

### **1.0 GENERAL REQUIREMENTS**

See Standard Section 1: General Requirements

### **2.0 APPLICATIONS**

**2.1 FIIC AND CC&R STANDARDS:** All interior hard-surface flooring (including but not limited to new, different or replacement flooring) which is installed in a room within a second or third floor Condominium that is located above an area where there is no dropped ceiling immediately below, must at all times meet a field impact insulation class (FIIC) rating of 50 as defined in the American Society for Testing and Materials (ASTM) E 1007 standard, and the utilization of same by the occupants of the aforesaid Condominium must not cause any violation of Article III section 6 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions. FIIC testing on interior hard-surface flooring shall only be required pursuant to the procedures described in the Interior Hard-Surface Flooring Complaint Rules. Floor coverings such as area rugs, may be included to obtain the required FIIC 50 rating; provided that these coverings must be retained as a permanent part of the interior flooring and may be replaced only by other floor coverings that provide the required 50 FIIC rating.

**2.2 OWNER RESPONSIBILITIES.** The Owner(s) of a Condominium (including the Condominium Owner(s) on the date of the installation and all successor Owners) where interior hard-surface flooring subject to paragraph 2.1 has been installed shall be responsible for ensuring that the utilization of said flooring at all times meets a 50 FIIC rating, and for ensuring that said flooring does not cause any violation of Article III section 6 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions.





## **INTERIOR HARD-SURFACE FLOORING COMPLAINT RULES**

July 20, 2010, RESOLUTION 03-10-98

REVISED AUGUST 2013, RESOLUTION 03-13-85

**1. APPLICABILITY.** These Interior Hard-Surface Flooring Complaint Rules (“Rules”) shall govern complaints by any Owner or resident of a first or second floor Condominium that the interior hard-surface flooring in the Condominium immediately above is in violation of Article III section 6 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and/or Section 11A of the Third Laguna Hills Mutual Alteration Standards.

**2. WRITTEN COMPLAINTS.** Any Owner or resident of a first or second floor Condominium who alleges that the existence of and/or utilization of the interior hard-surface flooring in the Condominium immediately above it is in violation of Article III section 6 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and/or Section 11A of the Third Laguna Hills Mutual Alteration Standards, must submit a written complaint to the Mutual on a form provided by the Mutual (the “Hard-Surface Flooring Complaint Form” or “Complaint”). Upon receipt of said Complaint, the Mutual will forward a packet to the complaining Condominium Owner(s), the Owner(s) of the Condominium against which the Complaint has been lodged, and the residents of same (if different from the Owners), which packet will include the Complaint, these Rules, and a written demand that all affected parties meet and confer in person in a good faith effort to resolve the Complaint (collectively the “Meet and Confer Packet”).

**3. MEET AND CONFER PROCESS.** Upon receipt of the Meet and Confer Packet, all affected parties shall meet and confer in person in a good faith effort to resolve the Complaint between themselves. If the affected parties resolve the Complaint, they shall notify the Mutual in writing of the terms and conditions of such resolution. If the affected parties are unable to resolve the Complaint between themselves, then the complaining Owner or resident must so notify the Mutual in writing on a form provided by the Mutual (the “Notice of Failure To Resolve Hard-Surface Flooring Complaint” or “Notice”).

**4. INVESTIGATION OF COMPLAINTS.** Upon the Mutual's receipt of the Notice of Failure To Resolve Hard-Surface Flooring Complaint from the complaining Owner or resident, then the Mutual shall: a) forward a copy of said Notice to the Owners and residents of the Condominium which is the subject of the Complaint, and b) select, retain and advance the costs for an acoustical testing and engineering expert, who shall perform FIIC testing on interior hard-surface flooring located in bedroom(s), the living room, and hallway(s), whichever is the subject of the Complaint. Testing shall not necessarily be required on interior hard-surface flooring located in the dining room, kitchen, nook, or bathroom(s). The Mutual's payment of such expert costs shall be subject to its right to obtain reimbursement of such costs by imposition and levy of a Reimbursement Assessment upon the appropriate Condominium and Condominium Owners pursuant to the Governing Documents and these Rules.

**5. FIIC TESTING.** All FIIC testing which is conducted under these Rules shall be performed by an expert selected by the Mutual in its sole discretion. The expert shall be experienced in the field of acoustical testing and engineering. Said expert shall promptly forward to the Mutual a written report which shall include all test results as well as his, her or its findings, opinions and recommendations. The Mutual shall forward copies of the report to the complaining Condominium Owners and residents, and to the Owners and residents of the Condominium wherein the interior hard-surface flooring at issue is located.

**6. OWNER AND RESIDENT COOPERATION.** All Condominium Owners and residents involved shall fully cooperate with the Mutual, its agents and experts in connection with FIIC testing. Said cooperation shall include allowing the Mutual, its agents and experts to enter, inspect, photograph, and test all Condominiums which are identified in the Complaint. If entry into a Condominium is required, such entry shall be done at reasonable times, upon reasonable prior notice, and with as little inconvenience to the Condominium Owners and residents as possible. The Board shall impose and levy a Reimbursement Assessment against the appropriate Condominium Owners and their respective Condominiums in order to reimburse the Mutual for all costs, expenses and attorney's fees which the Mutual incurs in connection with the Complaint or the enforcement of these Rules.

**7. BOARD HEARINGS AND ORDERS.**

i) As soon as reasonable after the Mutual receives the expert's test results and report, a hearing shall be held before the Board of Directors. At the hearing, the Board shall consider all relevant matters, including whether there has been any violation of Article III section 6 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and/or Section 11A of the Third Laguna Hills Mutual Alteration Standards.

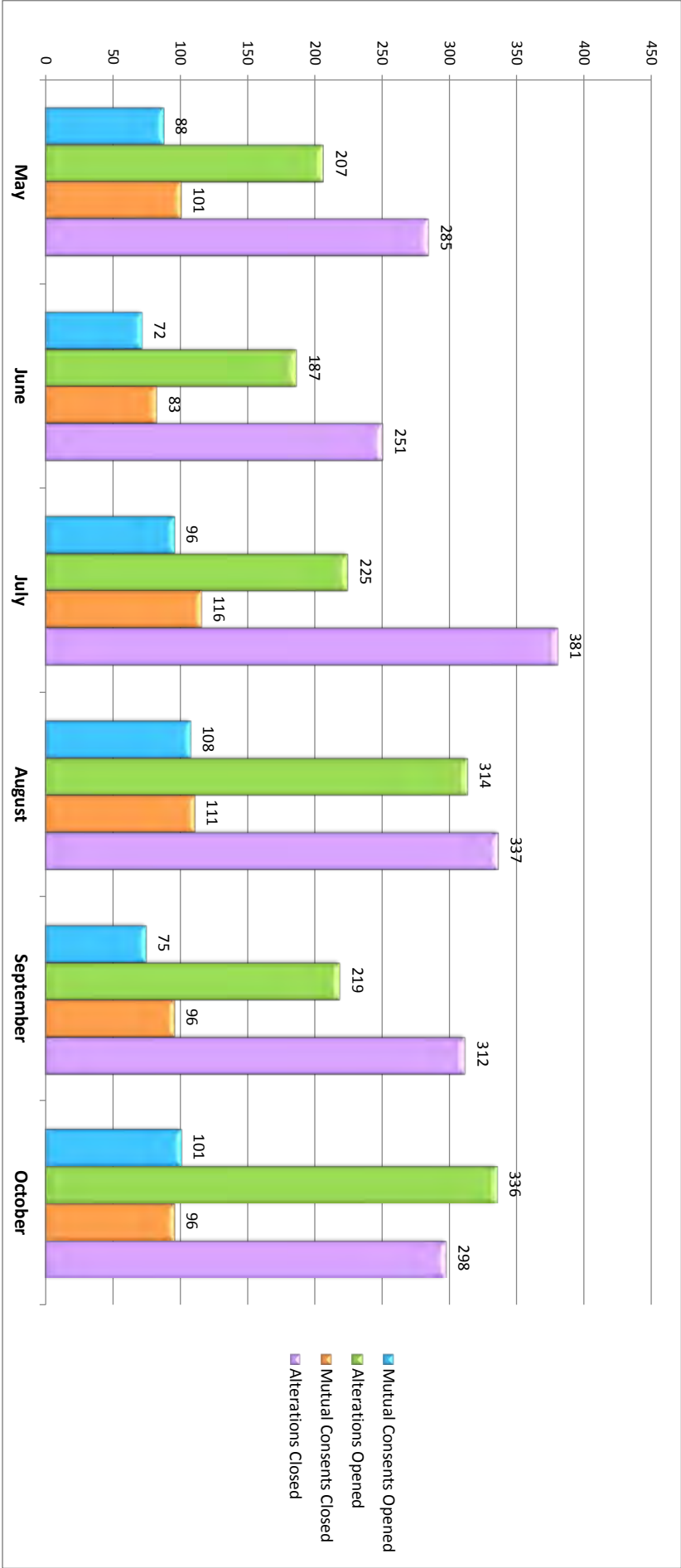
ii) After the hearing has concluded, the Board of Directors shall determine such

actions, remedies, fines, penalties, suspensions, Reimbursement Assessments, and other orders that the Board in its discretion deems appropriate to be taken, including, but not limited to:

- (1) Imposing and levying a Reimbursement Assessment against either the Owner of the Condominium where the interior hard-surface flooring at issue is located or the Owner of the Condominium which originated the Complaint (even if the Complaint was made by a non-Owner resident in the Condominium) to reimburse the Mutual for all costs, expenses and attorney's fees that the Mutual has incurred in connection with the Complaint or its enforcement of these Rules, including the costs of FIIC testing, expert consultations, and expert reports;
- (2) Directing the Owner(s) and/or resident(s) of the Condominium where the interior hard-surface flooring at issue is located to take remedial action to correct the situation that resulted in the Complaint, submit documents verifying that such remedial action has been completed, and/or allow an expert selected by the Mutual and paid for in advance by said Owners to perform follow-up FIIC testing to verify the effectiveness of the remedial action; and
- (3) Making such other and further orders as it deems appropriate, including imposing monetary penalties and fines, imposing and levying Reimbursement Assessments, suspending the right to use any facilities owned, operated or managed by the Mutual, suspending the right to vote in Mutual elections, recommending to GRF that it take disciplinary action against the Owner(s) and/or resident(s) with respect to the Owner(s) and/or resident(s) use of GRF provided facilities and amenities, and/or setting additional hearings.



Permits and Alterations Division  
Mutual Consents Report  
Third Mutual



	May	June	July	August	September	October	Total	
Opened	Mutual Consents	88	72	96	108	75	101	540
	Alterations	207	187	225	314	219	336	1488
Closed	Mutual Consents	101	83	116	111	96	96	603
	Alterations	285	251	381	337	312	298	1864

\* One Mutual Consent may contain multiple individual Alterations