



**OPEN MEETING**

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

**Monday, November 26, 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 October 22, 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:**

**Variance Requests:**

8. 2328-U (Monterey, PQ12) - Half Bathroom Addition
9. 5165 (Villa Paraisa, C13C\_1) - Raise Ceiling in Living Room and Extend Entry Way onto Common Area
10. 5398-A (Casa Rosa, RP302\_RA) - Retain Non-Standard Color On Two Exterior Entry Doors

**Standard Updates:**

11. Review Further Updates to Architectural Standard 30: Storage Cabinets
12. Review Updates to Architectural Standard 37: Patio Covers; Awnings

**Reports:**

13. Revised Decision Tree – Receive and File

Items for Future Agendas

Concluding Business:

14. Committee Member Comments
15. Date of next meeting – Monday, December 17, 2018
16. Adjourn

Steve Parsons, 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, October 22, 2018 – 9:30 a.m.  
Laguna Woods Village Community Center Sycamore Room  
24351 El Toro Road**

**REPORT**

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

**COMMITTEE MEMBERS ABSENT:** Advisor Mike Butler

**OTHERS PRESENT:**

**ADVISORS PRESENT:** Michael Plean

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

**1. Call to Order**

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

**2. Acknowledgement of Media**

No media were present.

**3. Approval of September 24, 2018 Report**

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

**4. Approval of the Agenda**

Mr. Wiemann requested that "Discuss the Decision Tree" be added to the agenda as Agenda Item 14. President diLorenzo made a motion to accept the revised agenda. Director Bruninghaus seconded. The motion passed with a unanimous vote.

**5. Committee Chair Remarks**

None.

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

Several comments were made.

## **7. Department Head Update**

Mr. Wiemann reported that the new Alterations office opened that morning. Now, all Alterations staff is in the same room so it will streamline processes there.

President diLorenzo requested that Ms. Paulin create a "crawler" for TV6 to promote the fact that appointments can now be made to meet with Alterations staff.

### 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. 4020-N (Casa Milano, LHX06\_C) - Install Photovoltaic (Solar) System on Two-Story Building in Allocated Space**

Director Bruninghaus made a motion to accept Staff's recommendation and approve this request. Advisor Plean seconded. The Committee was in unanimous support.

### Standard Updates:

## **9. Review Further Updates to Architectural Standard 30: Storage Cabinets**

The Committee requested several changes to this Standard including:

- Removing Sections 3.0 - Carports and 5.0 - Underground Carport Cabinets and making them into a separate Standard for only carport and underground parking cabinets.
- Renaming current Section 5.0 as "Underground Parking" when creating the additional Standard.
- Checking on the building code for cabinets in Sections 2.8 and 4.4.
- Deleting 2.2.

Mr. Wiemann stated that he will speak with Security about being on the lookout for non-standard storage cabinets.

The Committee discussed that the number of cabinets in the underground parking must be limited. Discussion ensued about what problems the extra cabinets are causing for the Members. Chair Parsons was asked to assemble a work group to further discuss the cabinet issues.



The Committee requested that this Standard be revisited at a future Committee meeting.

**10. Review Updates to Architectural Standard 34: Windows and Window Attachments**

The Committee requested to remove Section 7.0 - Wrought Iron Grilles from this Standard and that any future requests for wrought iron grilles on windows would be a variance.

Director Bruninghaus made a motion to approve Staff's updates to the Standard with the requested change. President diLorenzo seconded. The Committee was in unanimous support.

**11. Review a New Architectural Standard 44: Fencing; Vinyl**

Director Bruninghaus made a motion to accept Staff's recommendation and approve this new Standard. Director Jarrett seconded. The Committee was in unanimous support.

Discussion Items: (No reports)

**12. 5371-2E – A/C Condenser Placement**

Owner Dick Miller was present.

The Committee discussed options for placement of Mr. Miller's air conditioning condenser which was previously incorrectly placed by his contractor. The Committee decided that the roof would be the best location for the unit.

Director Bruninghaus made a motion to approve a variance for Mr. Miller to place his air conditioning condenser on his building's roof. Chair Parsons seconded. The Committee was in unanimous support.

**13. 3052-D – Removal of Wooden Atrium Cover**

Chair Parsons made a motion that the alteration wooden trellis in the atrium in 3052-D be removed at the Mutual expense. Director Jarrett seconded. The Committee was in unanimous support.

**14. Discuss Decision Tree**

Mr. Wiemann discussed a revision in the verbiage in the Decision Tree in light of revisions to the Common Area Use Policy via Resolution 03-18-146, which was approved on October 16, 2018. The Committee agreed unanimously to revise the document. Mr. Wiemann stated he will bring the revised document to the next Committee meeting for review.

Reports:

None.

Items for Future Agendas

None.

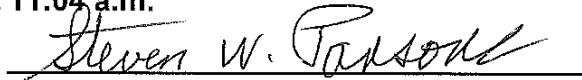
Concluding Business:

**15. Committee Member Comments**

None.

**16. Date of next meeting – Monday, November 26, 2018**

**17. Adjourned at 11:04 a.m.**

A handwritten signature in cursive script, reading "Steven W. Parsons", is written over a horizontal line.

Chair, Steve Parsons

Kurt Wiemann, Staff Officer

Eve Morton, Alterations Coordinator, 268-2565



## STAFF REPORT

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**DATE:** November 26, 2018  
**FOR:** Board of Directors  
**SUBJECT:** Variance Request  
Mr. Roger D. Decker of 2328-U (Monterey, PQ12)  
Bathroom Addition

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### **RECOMMENDATION**

Staff recommends the Board approve the request to install a bathroom addition with the conditions in Appendix A.

### **BACKGROUND**

Mr. Decker of 2328-U Via Mariposa West, a Monterey style unit, is requesting Board approval of a variance to add a bathroom to his unit. The bathroom addition takes place within the Separate Interest Area as defined by the Tract Map for the unit.

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

Due to there being no Mutual Standard for adding a bathroom to this style unit, policy requires Board approval prior to issuing a Mutual Consent.

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

### **DISCUSSION**

Mr. Decker is proposing to remodel the kitchen, dining room, and bathroom to accommodate adding a second bathroom to his unit. The kitchen closet and the hallway linen closet will be removed. New wood frame construction will be employed to relocate existing partition walls to accommodate a new 5' wide by 7'6" long guest bathroom which will contain a toilet, sink, and bathtub.

Plumbing plans will be required to be submitted to the Permits and Alterations Division for review and approval prior to a Mutual Consent being issued, should the Board approve the request (see conditions in Appendix A).

As part of a unit remodel, Mr. Decker is also proposing to relocate the water heater to outside of the unit, remodel the kitchen by extending it into the dining room and adding peninsular seating, adding a hallway closet for washer and dryer and installing new wall closets in both bedrooms. These additional items can each be approved via an over-the-counter Mutual Consent.

Previous examples of a bathroom addition in a Monterey style unit had been approved by Variance at 2257-U in January 2016 and 2328-Q in August 2017.

Staff recommends approval of the request based on there being no predictable negative effects within the scope of the project for the surrounding units.

At the time of preparing this report, there are no open Mutual Consents for Manor 2328-U.

A Neighbor Awareness Notice was sent to Units 2328-N, 2328-O and 2328-T on November 6, 2018, due to line of sight and/or effects of construction noise/debris within 150' of the alteration.

At the time of preparing this report, no responses from the Neighbor Awareness Notices have been received by Staff.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 2328-U.

**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, October 25, 2018  
Attachment 3: Map

## APPENDIX A

### CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

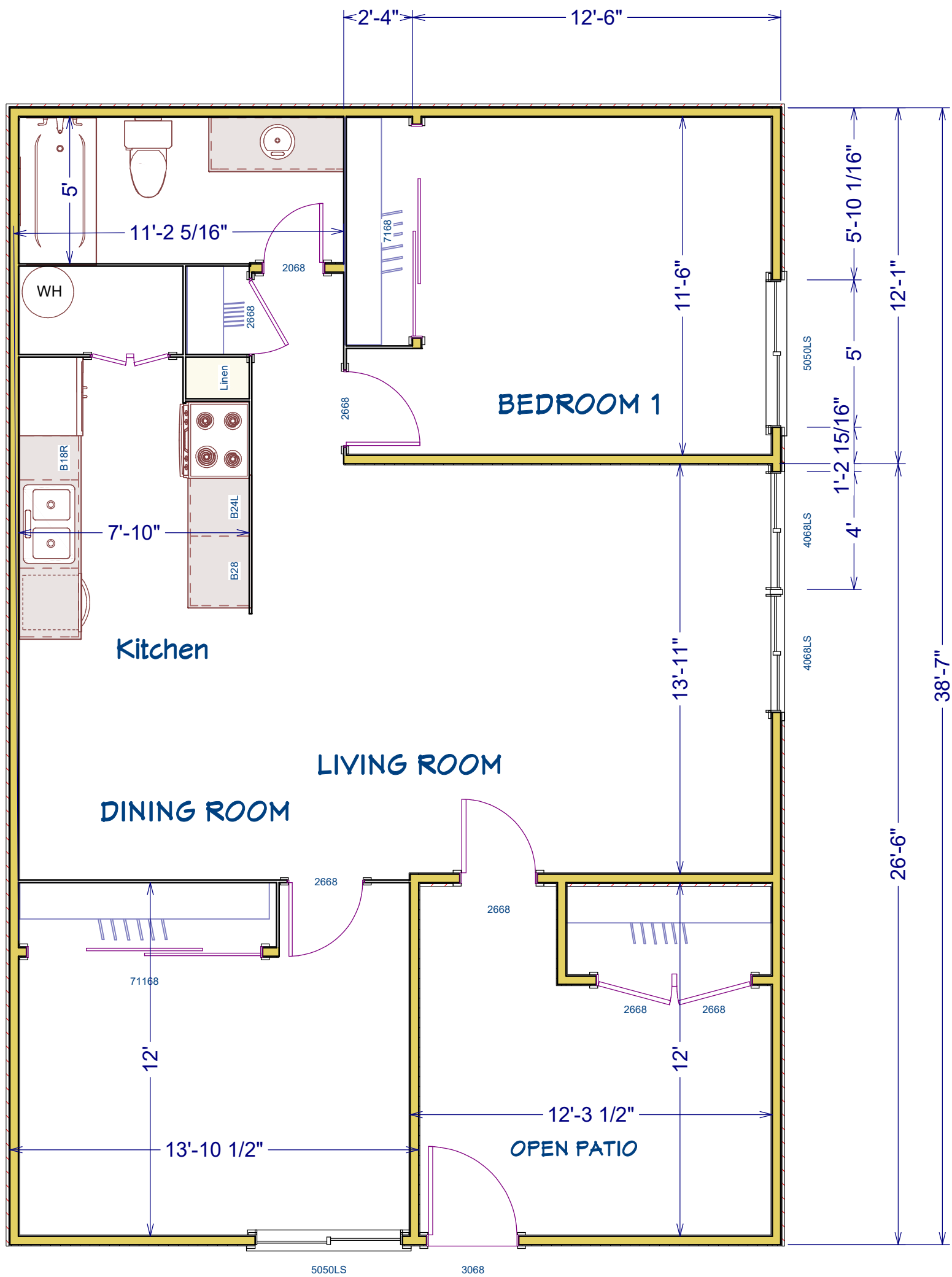
1. No improvement shall be installed, constructed, modified or altered at unit **2328-U**, ("Property") within the Third Laguna Hills Mutual ("Mutual") unless and until a Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management 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 **2328-U** for **Bathroom Addition**, 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 **2328-U** and all future Mutual members at **2328-U**.
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. 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).
7. All piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations thorough framing.
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, **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.

10. 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.
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.

Attachment: 1

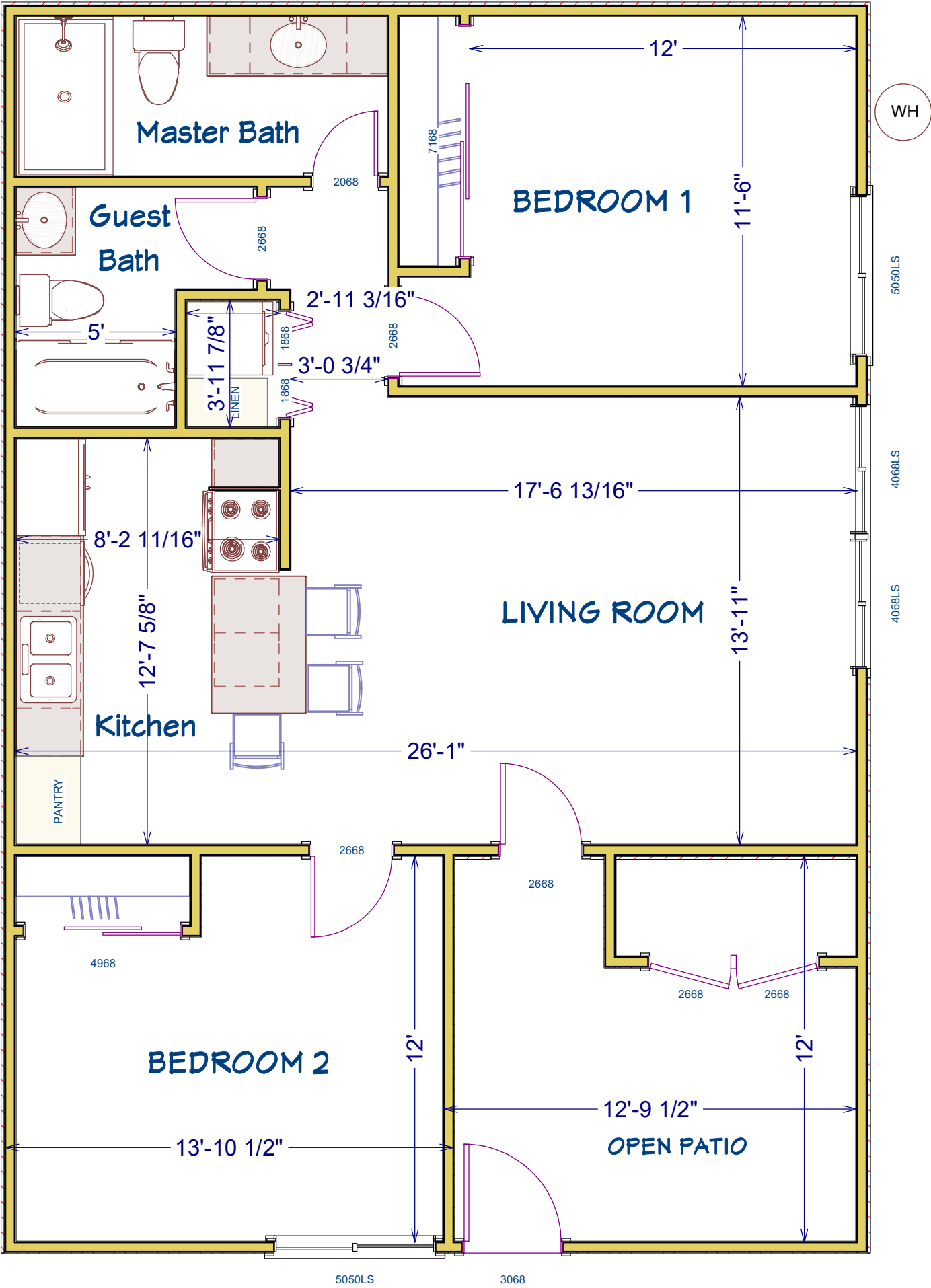


LIVING AREA  
1010 SQ FT



DRAWINGS PROVIDED BY: HomeLIFE Concepts [Redacted]	PROJECT DESCRIPTION: Decker Remodel 2328-U Via MARIPOSA Laguna Woods, CA 92637	"Existing" Floor Plan	NO.	DESCRIPTION	BY	DATE	SCALE:	DATE:	A-1
							1/4"=1'	8/7/18	





DRAWINGS PROVIDED BY: HomeLIFE Concepts [Redacted]	PROJECT DESCRIPTION: Decker Remodel 2328-U Via MARIPOSA Laguna Woods, CA 92637	"Proposed" Floor Plan	NO.	DESCRIPTION	BY	DATE	SCALE:	DATE:	A-2
							1/4"= 1'	10/19/18	

MANOR # 2328-U☐ ULWM☒ TLHM

## Variance Request Form

SA 213/2332

Model: <u>MONTEREY</u>	Plan:	Date: <u>10/24/18</u>
Member Name: <u>ROGER DECKER</u>	Signature: <u>[Signature]</u>	
Phone: [REDACTED]	E-mail: [REDACTED]	
Contractor Name/Co: <u>HOME LIFE CONCEPTS</u>	Phone: [REDACTED]	[REDACTED]
Owner Mailing Address: (to be used for official correspondence) <u>2328-U VIA MARIPOSA, LAGUNA WOODS, CA 92637</u>		

## Description of Proposed Variance Request ONLY:

- 1) ADD NEW POWDER BATH AT END OF HALLWAY - (NEW TOILET AND VANITY).
- 2) BUILD NEW BATHROOM WITH SEPARATE TUB AND SHOWER TO REPLACE EXISTING.
- 3) REVISE KITCHEN LAYOUT - OPEN TO L/R WITH PENINSULA SEATING
- 4) ADD WASHER/DRYER TO NEW HALL CLOSET
- 5) RELOCATE HOT WATER HEATER OUTSIDE UNIT
- 6) NEW CLOSETS IN BOTH BEDROOMS

## Dimensions of Proposed Variance Alterations ONLY:

POWDER BATH - 5' x 6'3" = 31 SF      LAUNDRY - 3' x 4' = 12 SF

MASTER BATHROOM - 5' x 12'9" = 64 SF

KITCHEN REDESIGN - 8'3" x 12'7" = 104 SF

BEDROOM 1 - 12' x 11'6" = 138 SF

BEDROOM 2 12 x 13 = 156 SF



## FOR OFFICE USE ONLY

RECEIVED BY: [Signature] DATE RECEIVED: 10/25/18 Check# 1382 BY: Home Life Concepts

<b>Alteration Variance Request</b>	<b>Complete Submittal Cut Off Date: 10/25/18</b>
<b>Check Items Received:</b> <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>	<b>Meetings Scheduled:</b> <p>Third AC&amp;S Committee (TACSC): <u>11/26/18</u></p> <p>United M&amp;C Committee: _____</p> <p>Board Meeting: <u>12/18/18</u></p> <p><input type="checkbox"/> Denied      <input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Tabled      <input type="checkbox"/> Other _____</p>



Attachment: 3







## STAFF REPORT

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**DATE:** November 26, 2018  
**FOR:** Architectural Control and Standards Committee  
**SUBJECT:** Variance Request  
Ms. Hope H Miller of 5165 (Villa Paraisa, C13C\_1)  
Raise Ceiling in Living Room and Extend Entryway onto Common Area

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### **RECOMMENDATION**

Staff recommends the Board approve the request to raise the ceiling in living room and deny the request to extend the entry way onto common area with the conditions stated in Appendix A.

### **BACKGROUND**

Ms. Miller of 5165 Belmez, a Villa Paraisa style unit, is requesting Board approval of a variance to raise the ceiling in the living and dining room to create a cathedral ceiling. Ms. Miller also proposes to extend the existing entryway onto common area by installing a new roof to match the existing building, while constructing a new wall with a door to enclose the area.

Due to the entry way extension proposal taking place on common area (see Appendix B) and no Mutual Standard or Policy available for either the entryway extension or the raised ceiling, policy requires Board approval prior to issuing a Mutual Consent.

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

### **DISCUSSION**

Ms. Miller is proposing to install a vaulted ceiling in the living and dining room by removing the existing trusses and installing a common rafter system to provide structural support to the existing roof. The raised ceiling will run the length of the living room, raising the ceiling to a maximum of 14'6" high at its peak, will be contained under the unit's existing roof and will not affect the footprint of the manor. A pair of 2' by 4' skylights is also being proposed on either side of the new ridge in the living room to increase the natural light within the 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 structural integrity requirements are met. The condominium plan for Unit 5165 designates the roof and structural members as Common Area; this request falls under the parameters outlined in the Policy for Alteration of Attics, Soffits and Suspended Ceilings.

Ms. Miller also proposes to remove the existing lattice over the entryway and extend the roof to cover the entryway. This proposal would match the slope and finish of the existing roof and consist of tying in to the roof above the entry door, extending the roof 7' 4" over the entry. A roof tie-in form will be required as part of the conditions of approval (Appendix A). Another 2' by 4' skylight is proposed to be installed on the extended roof to allow for natural light in the covered entryway. Per the Condo plan (Appendix B) the entryway is common area.

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 to include light, ventilation, and egress.

Previous example of variance requests to raise the ceiling are; Manor 5098, which was approved by the Board in April 2018, for a Villa Paraisa style unit; Manor 5422 was approved for a San Marco style unit in July 2017.

Adding a roof over the entry way of a Villa Paraisa has been previously approved for units 5232 in December 2012, 5152 in January 2015, 5293 in September 2015, 5106 in April 2016, 5269 in June 2016, 5212 in December 2017 and 5098 in April 2018.

Neighbor Awareness Notices were sent to affected units 5160, 5161, 5162, 5163, 5164 and 5166 on November 6, 2018; as of the writing of this report, no responses were received.

Additional items proposed to be performed as part of a whole unit remodel are a kitchen remodel, extending the Master bedroom into the private garden, installing a new walk-in closet in the master bedroom, extending the guest bedroom into the garage, water heater relocation, relocating the forced air unit, and removing two dining room windows. These items may be accomplished via an over-the-counter Mutual Consent.

At the time of preparing this report, there are no open Mutual Consents for Manor 5165.

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

**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  
Appendix B: Condo Plan  
Attachment 1: Site Plan  
Attachment 2: Variance Request, October 25, 2018  
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 **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 **Raising Ceiling in Living Room**, 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 **5165** and all future Mutual members at **5165**.
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 that involve modification of the units plumbing, **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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. Member is responsible for following the gate clearance process in place to admit contractors and other invitees.
16. 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.

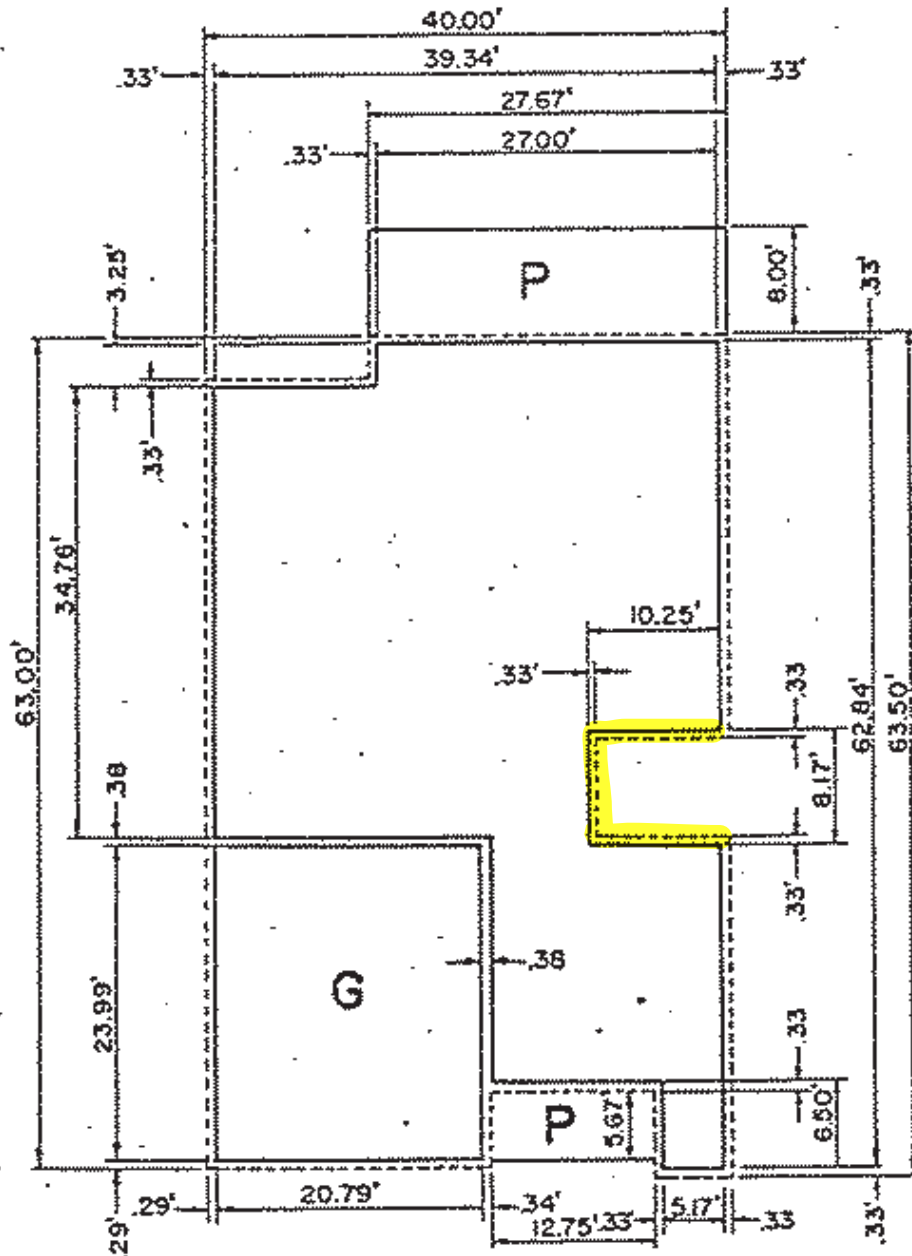
17. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member Owner or the Property, to cover and/or recoup any costs whatsoever, including, but not be limited to, administrative and legal costs, incurred by the Mutual or VMS, 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.
18. 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.
19. 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.
20. 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>.
21. 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.
22. 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.
23. 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.
24. 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.

25. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
26. 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.
27. 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.
28. 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

## CONDO PLAN



### PLAN C-13

TYPICAL FOR Bldgs R5002, R5007, 5013, R5014, 5018, R5019, R5023, 5028, 5029, 5033, 5038, R5040, R5044, 5045, 5049, 5054, R5061, R5064, R5068, 5069, 5073, R5074, R5077, 5081, R5088, R5094, R5097, 5098, R5100, 5101, R5106, R5107, 5109, 5115, R5124, R5130, 5139, 5144, 5145, 5150, 5152, R5158, 5165, 5168, R5169.

CONTRACTOR  
WEST COAST  
REMODEL, INC.

MILLER RESIDENCE  
5165 BELMEZ  
LAGUNA WOODS, CA

DATE  
9 SEP 2018

REVISIONS



A1

GENERAL NOTES:

- PROJECT SHALL COMPLY WITH THE 2018 CBC, CBC, CFC, CEC, CAL.
- ENERGY CODE, CODE AND LOCAL ORDINANCES.
- OCCUPANCY R-3 SINGLE FAMILY / 1 GARAGE, ALTERNATION 9 MASTER BEDROOM, 2 BATHS, 2 SKYLIGHTS, 1 LIVING, EXTEND OVERHANG, ENTRY AND ADD SKYLIGHT, NEW SLOPED CEILING, 1 LIVING, DINING AREA, POLLUTANTS- THE DISCHARGE OF POLLUTANTS TO ANY STORM DRAINAGE SYSTEM IS PROHIBITED. NO SOLID WASTE, PETROLEUM, HYDROCARBONS, SOLID WASTE, OR OTHER HAZARDOUS MATERIALS OR SUBSTANCES SHALL BE PLACED, CONVEYED OR DISCHARGED INTO THE STREET, DUTTER OR STORM DRAIN SYSTEM.
- SOIL: BEARING VALUE 1,000 LBS.
- LUMBER: DOUGLAS FIR LARCH, #2, F3-B50, E=1.6X10 TO 8TH POWER, UNLESS NOTED OTHERWISE ON PLANS.
- CONCRETE: 2500 PSI @ 28 DAYS, PROVIDE 4,500 PSI TYPE V CONC IN FOUNDATION.
- INSULATION: BATT TYPED, R-15 AT WALLS AND R-30 AT ROOF.
- PAINTING SHALL COMPLY WITH CEC TABLE 220A.8.1.
- WINDOWS: W/MT. DUAL GLAZED TO MATCH EXISTING.
- EXTERIOR LATH: PROVIDE 2 LAYERS OF GRADE D PAPER OVER ALL WOOD BASED SHEATHING, PROVIDE ONE LAYER AT AREAS WITHOUT SHEATHING.
- CONTRACTORS TO PROVIDE DUCTING AND DIFFUSER FROM EXISTING MECH EQUIPMENT TO NEW SPACES.
- PREVENTION AND CONSTRUCTION SITE ACTIVITY SPECIFIC TO THIS SCOPE OR WORK DIG ALERT FOR ALL WORK THAT REQUIRES EXCAVATION.
- PROOF OF B11 MUST BE PROVIDED AT PERMIT ISSUANCE.
- INSPECTIONS ARE REQUIRED EVERY 180 DAYS OR ACTIVE PERMIT WILL EXPIRE.
- ALL ACTIVE PLAN CHECKS WILL EXPIRE IF PERMIT IS NOT TIALED WITHIN 180 DAYS OF PERMIT ISSUANCE.
- EXTENSION IS SUBMITTED AND APPROVED BY THE CITY.
- 16 SITE PLAN EXTERIOR DIMENSIONS TO PROPERTY LINE AND BUILDING HEIGHT ARE FROM FINISH MATERIAL.

FLOOR PLAN NOTES:

- SQUARE FOOTAGE:  
NEW MASTER BED EXTENSION 75 SF
- ALL BEDROOMS SHALL HAVE AT LEAST ONE EXTERIOR DOOR OR OPERABLE WINDOW FOR VENTILATION. WINDOWS SHALL HAVE A MINIMUM NET CLEAR OPENING AREA OF 5.7 SQ.FT. WITH A MINIMUM CLEAR HEIGHT OF 24" A MINIMUM CLEAR WIDTH OF 20" AND A MAXIMUM BOTTOM OF OPENING HEIGHT OF 44".
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN AND BRING ANY DISCREPANCIES TO THE ARCHITECT'S ATTENTION FOR ACTION OR CLARIFICATION.

ELECTRICAL NOTES

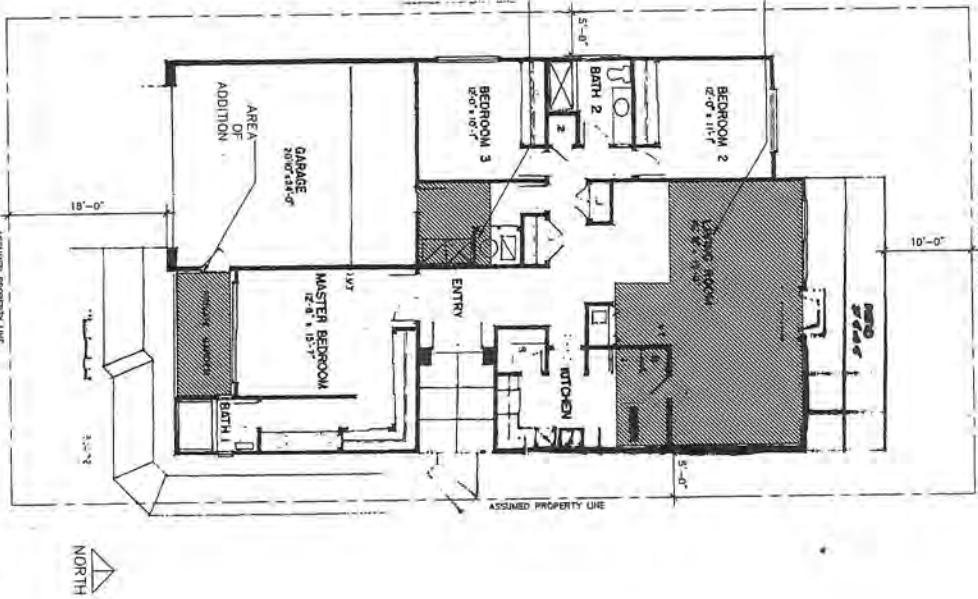
- SMOKE DETECTORS SHALL BE PERMANENTLY WIRRED AND SHALL BE EQUIPPED WITH A BATTERY BACK-UP. SMOKE DETECTORS SHALL BE SIGNAL WHEN BATTERIES ARE LOW. SMOKE DETECTORS SHALL BE INTERCONNECTED SO WHEN ONE ALARMS SOUNDS, ALL ALARMS SOUND.
- BEHIND WALLS, CONCEALED SHALL BE AND FAULT CIRCUIT.
- NEW LIVING ROOM AND BEDROOM LIGHTS TO BE HIGH EFFICACY OR OPERATED BY A DIMMER SWITCH.
- ENTRANCE LIGHTS SHALL BE HIGH EFFICACY.

ELECTRICAL LEGEND:

- SINGLE POLE SWITCH
- 3-WAY SWITCH
- SWITCH WITH DIMMER
- 110V DUPLEX CONVENIENCE OUTLET
- 1/2 HOT
- TELEVISION CABLE JACK
- CEILING MOUNTED HIGH EFFICACY LIGHT FIXTURE
- ROUND RECESSED HIGH EFFICACY LIGHT FIXTURE
- SMOKE DETECTOR, CARBON MONOXIDE
- DOOR CAME
- WALL MOUNTED HIGH EFFICACY LIGHT FIXTURE
- 220V OUTLET
- CEILING FAN
- 40 LUMENS PER WATT
- HIGH EFFICACY LIGHT FIXTURE

GREEN BUILDING NOTES:

- CONTRACTOR TO PROVIDE A WASTE MANAGEMENT PLAN TO REDUCE OR RECYCLE A MINIMUM OF 50% OF CONSTRUCTION WASTE. PROVIDE WASTE MANAGEMENT PLAN TO THE CITY, CEC 4.408.1.
- DURING CONSTRUCTION, ENDS OF DUCT SUPPLY AND RETURN OPENINGS ARE TO BE SEALED. MECHANICAL EQUIPMENT ON JOB SITE IS TO BE COVERED, AND REPAIRS TO BE MADE IMMEDIATELY. PROVIDE A WASTE MANAGEMENT SYSTEM DURING CONSTRUCTION IF NECESSARY. CEC 4.504.1.
- VOC'S MUST COMPLY WITH THE LIMITATIONS LISTED IN SECTION 4.504.3 AND TABLE 4.504.1, 4.504.2, 4.504.3 AND 4.504.5 FOR ADHESIVES, FINISHES AND COATINGS, CARPET AND COMPOSITION WOOD PRODUCTS. CEC 4.504.2.
- THE INSULATION CONTENT OF CONSTR MATERIALS AND ENCLOSURE WALL AND FLOOR CAVITIES WITH DRYWALL, CEC SECTION 4.505.3.
- WATER CONSERVATION--CEC 4.503.
- FIXTURE TYPE: MAX FLOW RATE
- SHOWER HEAD: 2.0 GPM @ 80 PSI
- WATER CLOSETS: 1.28 GPF @ 60 PSI
- KITCHEN FAUCET: 1.8 GPM @ 60 PSI



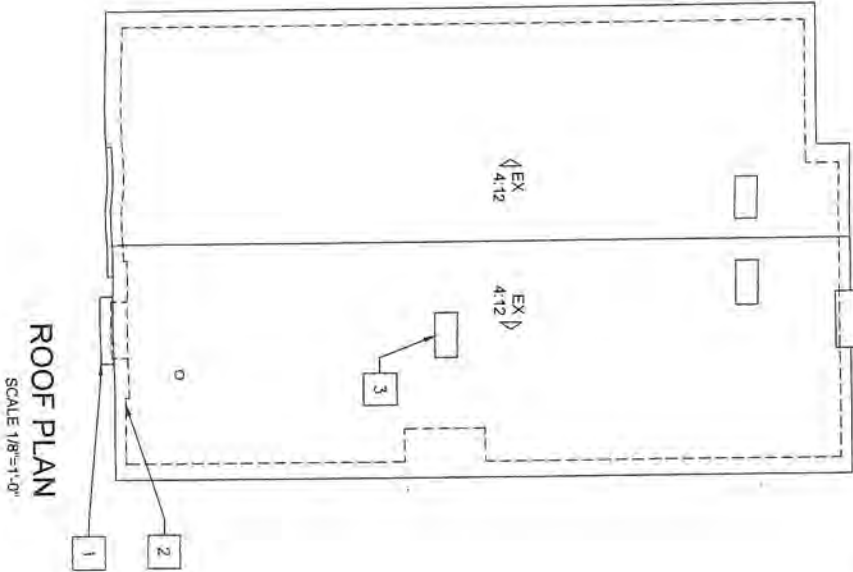
SITE PLAN/ EXISTING  
FLOOR PLAN  
SCALE NTS

BELMEZ

ROOF NOTES

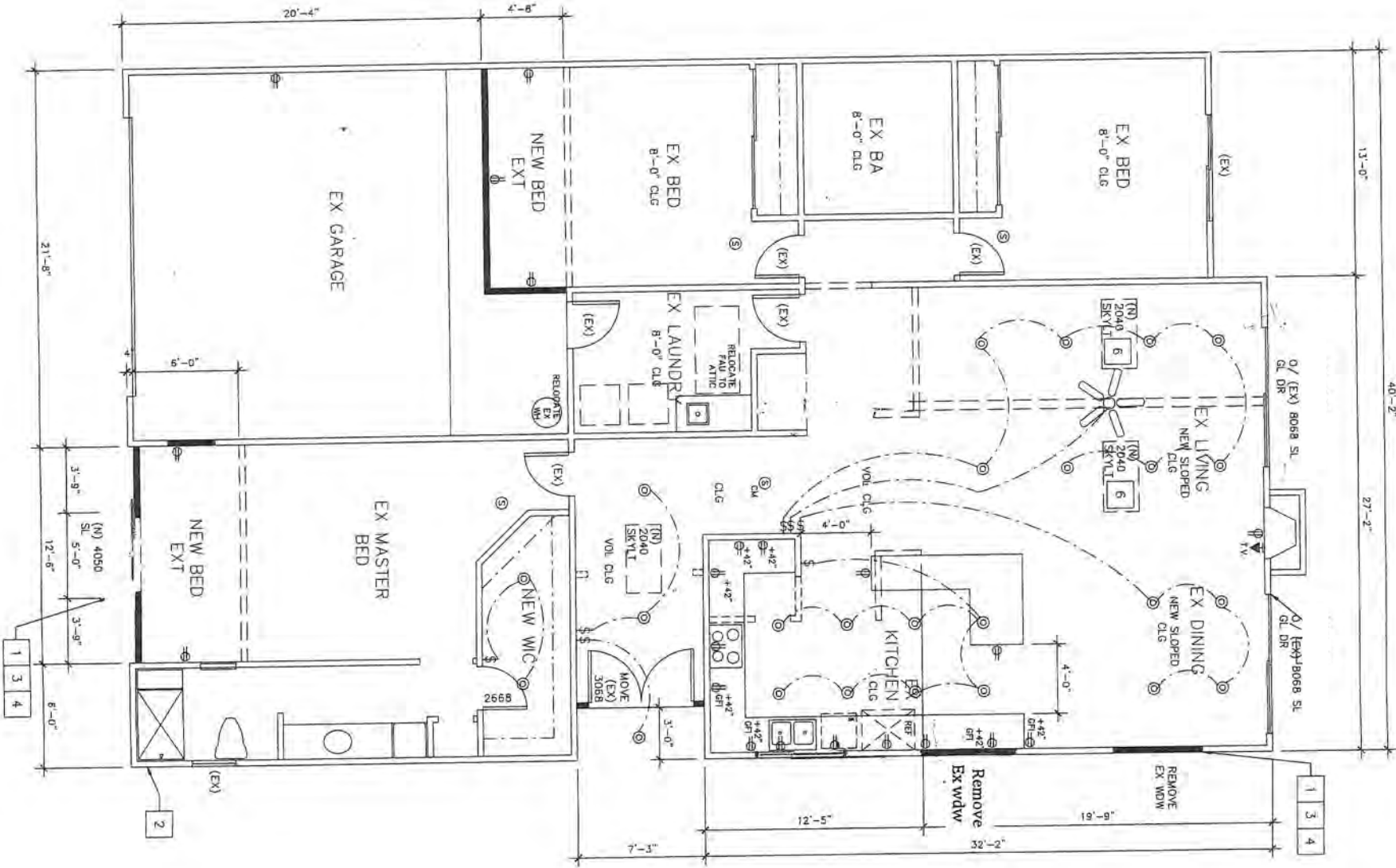
- ROOF MATERIAL-GLASS A LONG THE EDGE ROOF SHALL BE 2019 PER ASSOCIATION STANDARDS.
- PROVIDE FLASHING 26 GA GALV METAL FLASHING AT ALL EDGES, VALLEYS AND ROOF TO WALL CONDITIONS.

- EDGE OF OVERHANG
- LINE OF WALL BELOW
- SKYLIGHT SEE DETAIL



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

PROPOSED FLOOR PLAN  
SCALE 1/4"=1'-0"







Laguna Woods Village.

MANOR # 5165☐ ULWM☒ TLHM

## Variance Request Form

SA 21312361

Model:	Plan:	Date: <u>10/24/18</u>
Member Name: <u>Hope Miller</u>	Signature: <u>Hope Miller</u>	
Phone: [REDACTED]	E-mail: [REDACTED]	
Contractor Name/Co: <u>West Coast Remodel Richard Smith</u>	Phone: [REDACTED]	
Mailing Address: (to be used for official correspondence) [REDACTED]		

## Description of Proposed Variance Request ONLY:

#1 Raise Living Room and dining room ceiling from 8' to maximum cathedral ceiling. #2 - Enclose 2/3<sup>rd</sup>s of the front entry and install a new front door.



## Dimensions of Proposed Variance Alterations ONLY:

#1 - Cathedral ceiling height maximum 14'6"  
#2 - Entry Extension 7'4" from existing front door to new doors

## FOR OFFICE USE ONLY

RECEIVED BY: [Signature] DATE RECEIVED: 10/25/18 Check# 78005 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>10/25/18</u>  <b>Meetings Scheduled:</b> Third AC&S Committee (TACSC): <u>11/26/18</u> United M&C Committee: _____ Board Meeting: <u>12/18/18</u>  <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other: _____
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L/R:N/A

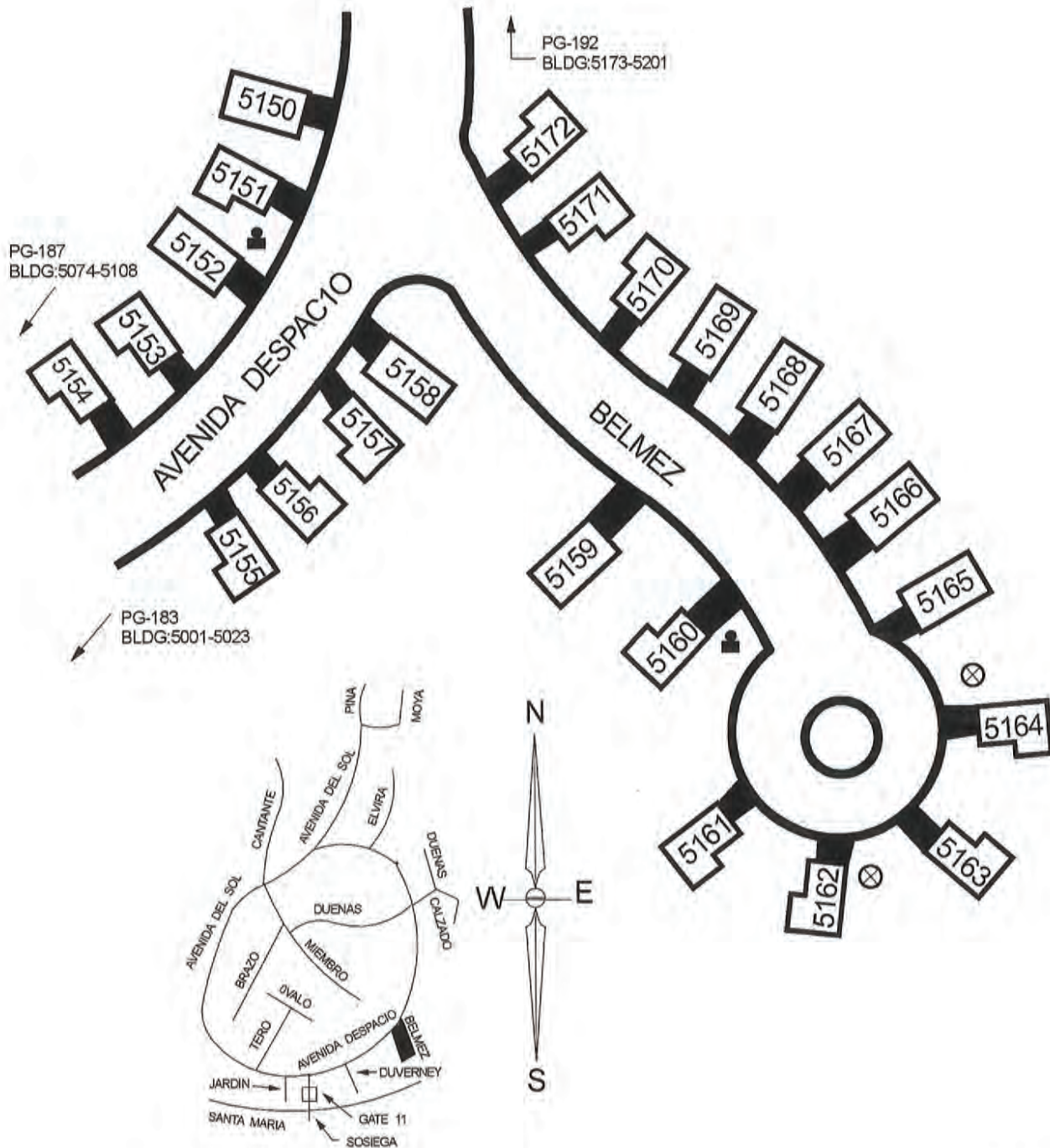
5165

BLD: 5150-5172

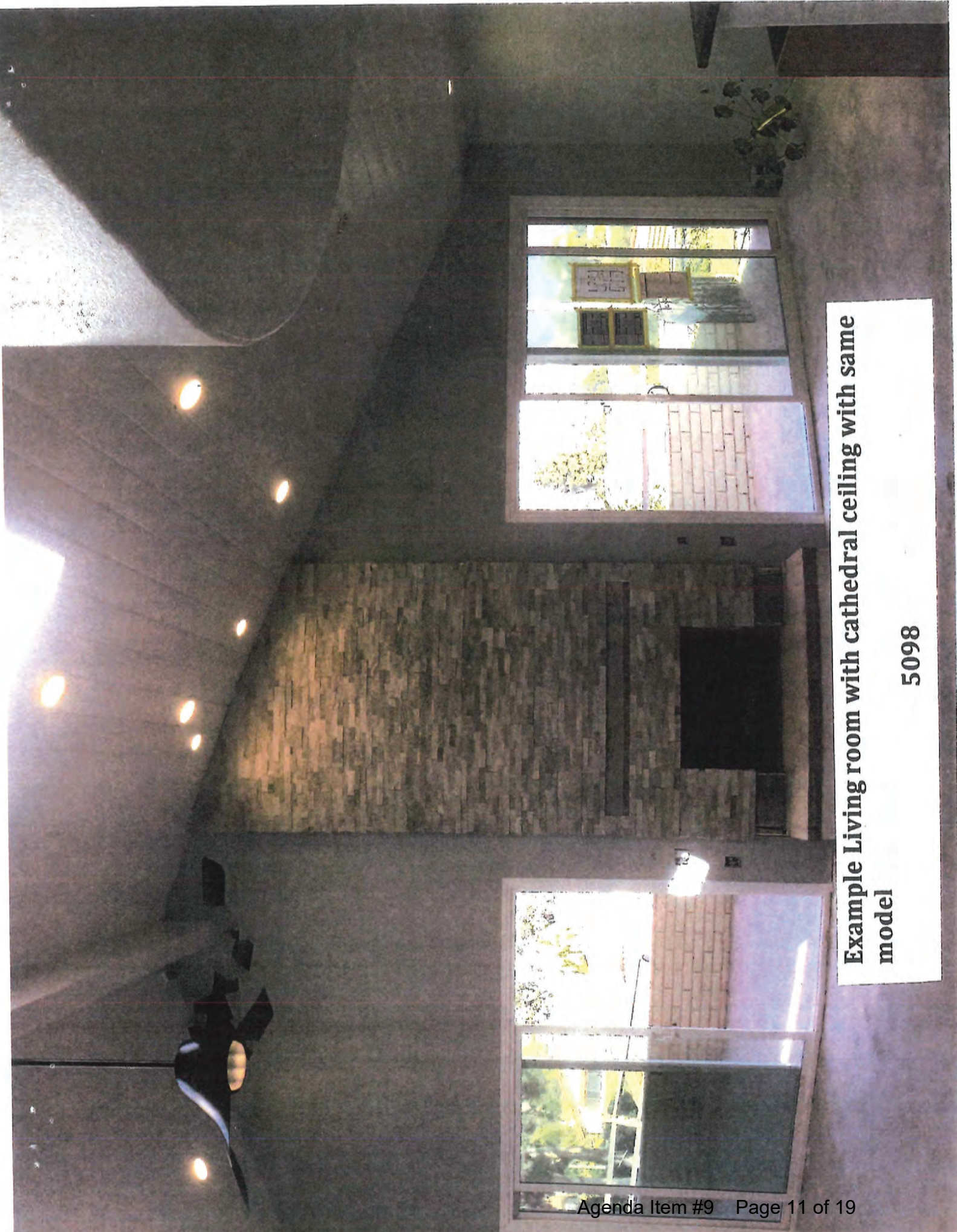
C/P:N/A

PG-191

2-SMR's:BLDG-5162 , 5164





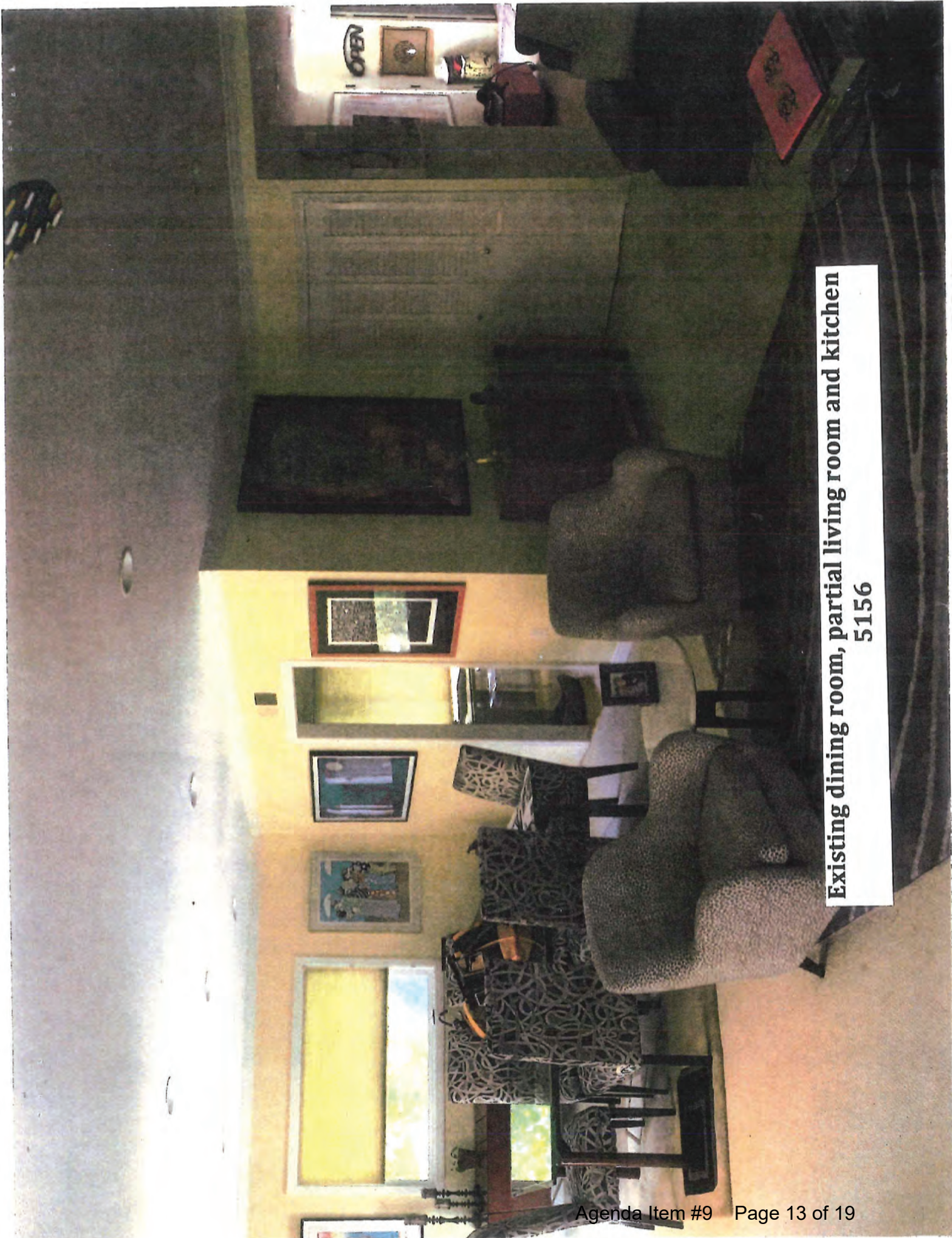


**Example Living room with cathedral ceiling with same  
model 5098**



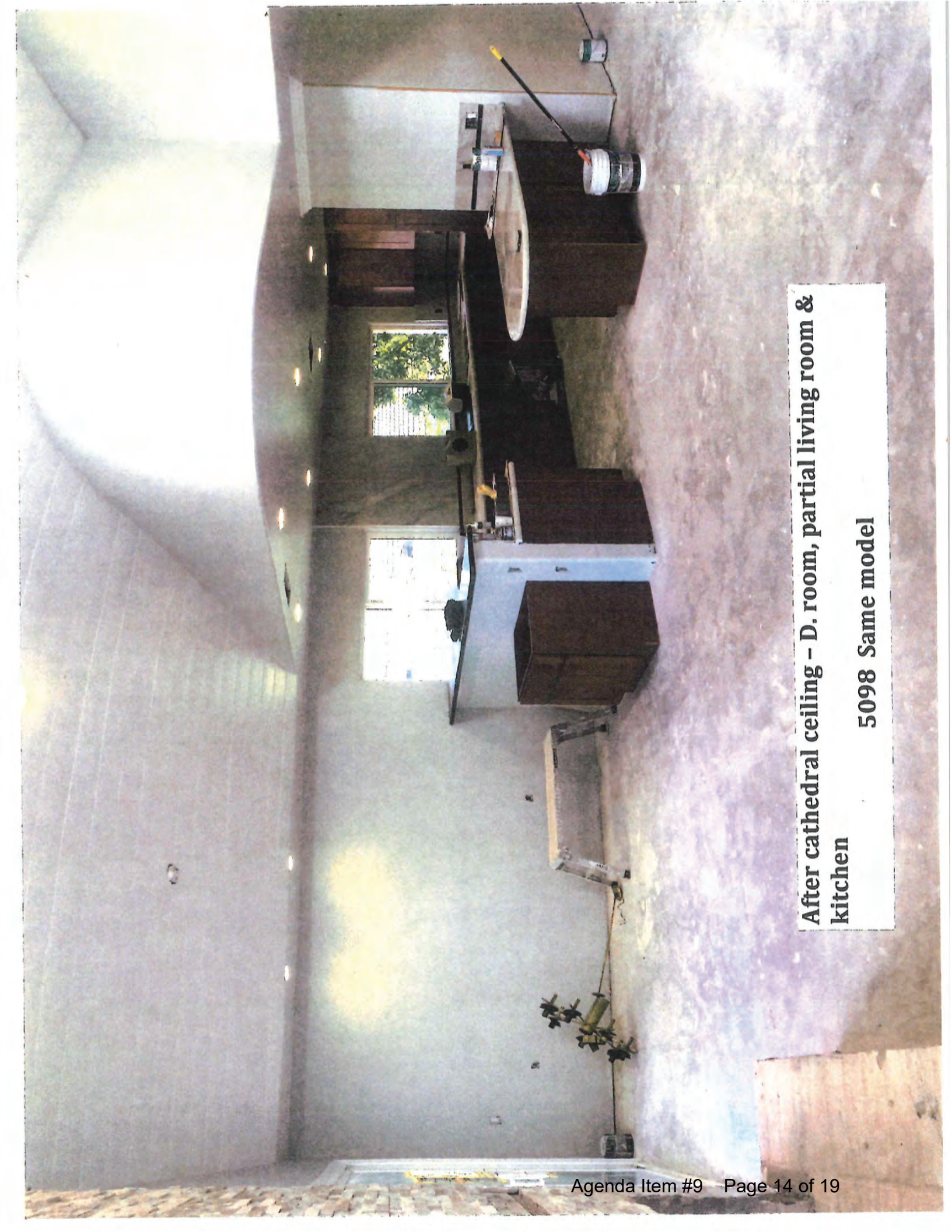






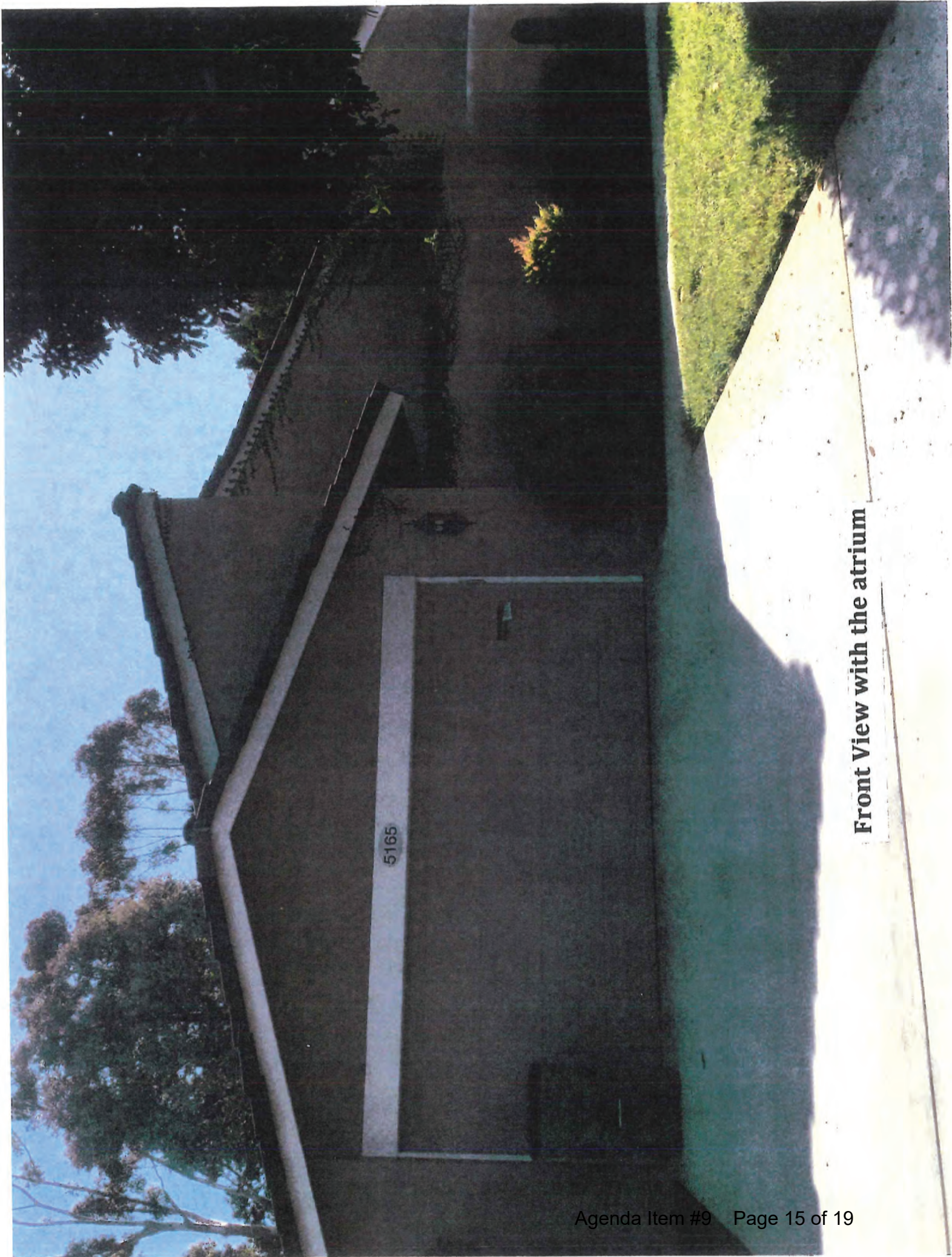
Existing dining room, partial living room and kitchen  
5156





After cathedral ceiling - D. room, partial living room &  
kitchen  
5098 Same model





**Front View with the atrium**





**Front walkway with existing doors**



Attachment: 3

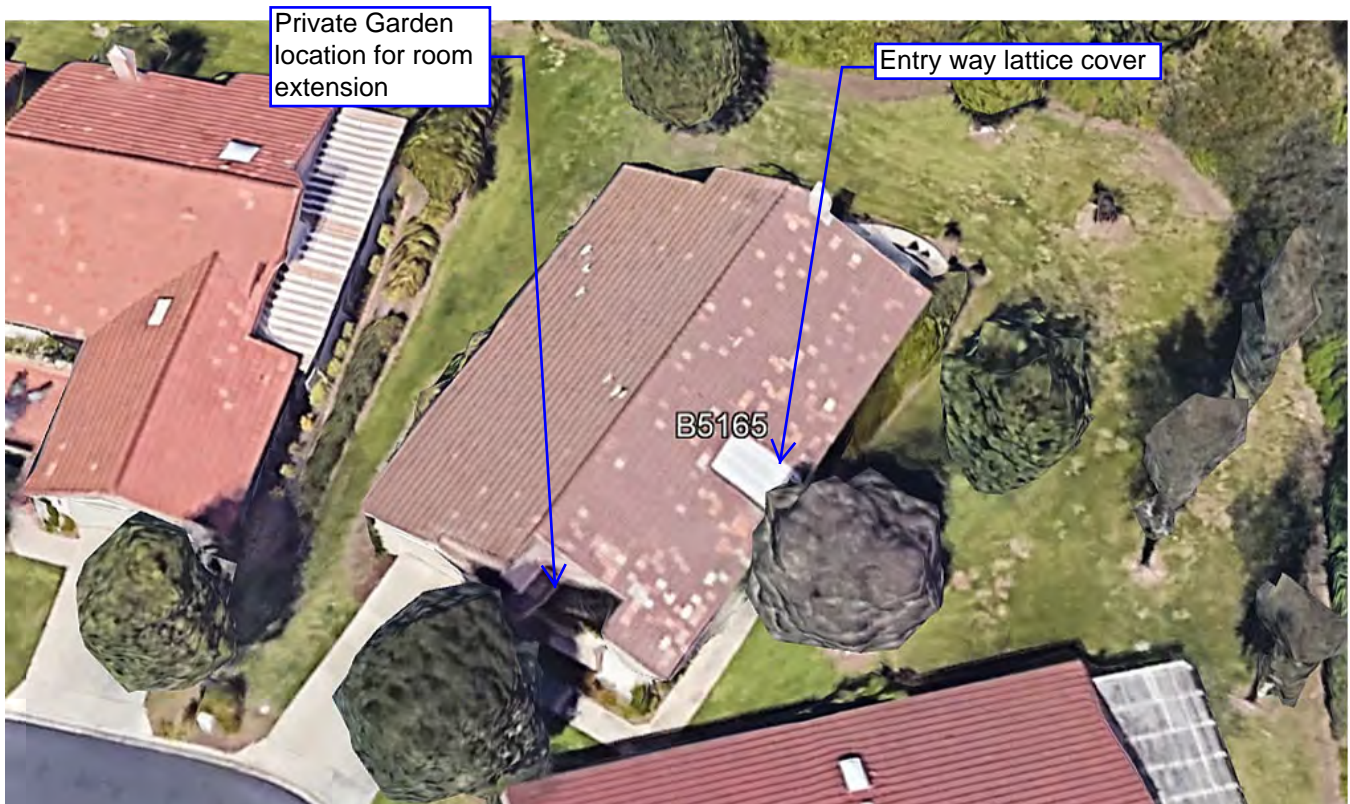
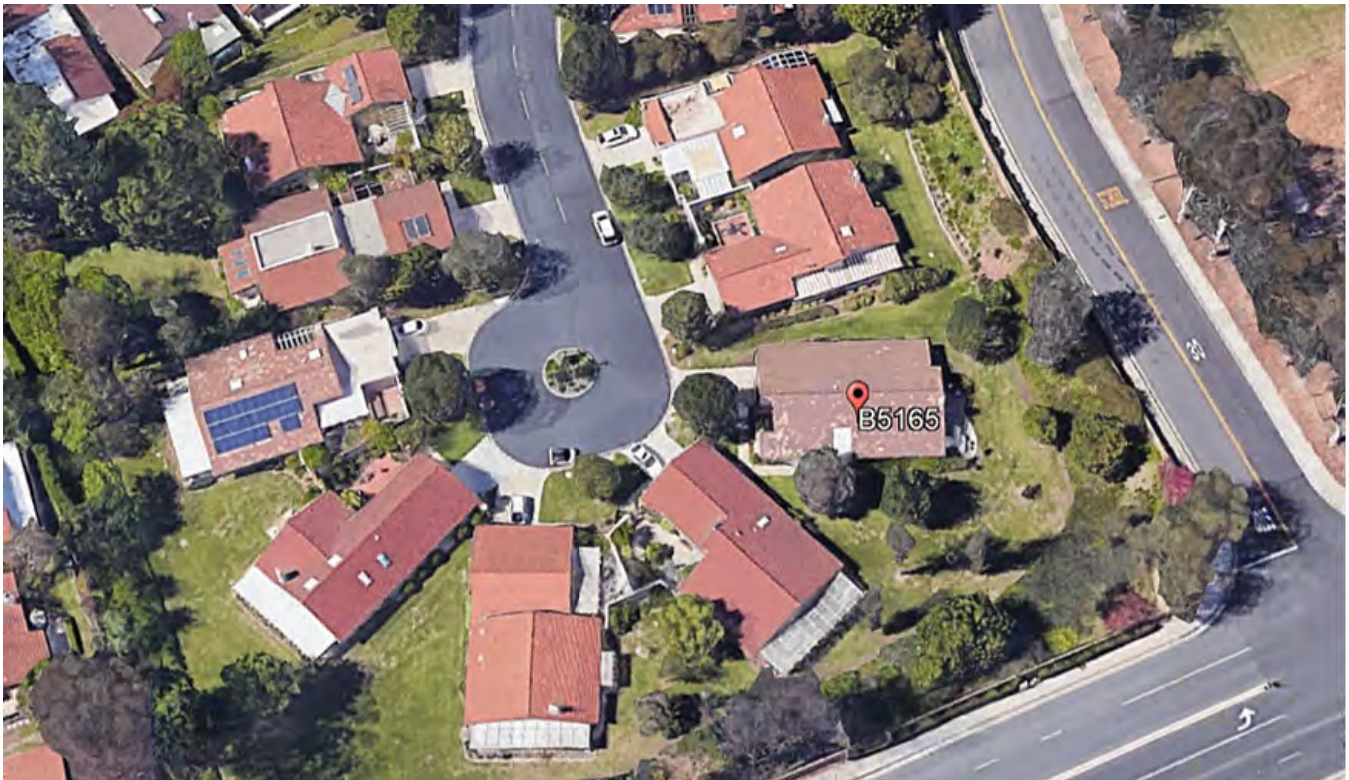








Attachment: 4









## STAFF REPORT

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**DATE:** November 26, 2018  
**FOR:** Architectural Control and Standards Committee  
**SUBJECT:** Variance Request  
Ms. Kerrie A. Bantivoglio of 5398-A (Casa Rosa, RP302\_RA)  
Retain Non-Standard Color On Two Exterior Entry Doors.

---

### **RECOMMENDATION**

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

### **BACKGROUND**

During a routine inspection on an over-the-counter Mutual Consent for a front patio room addition, Staff found both the room addition and main exterior entry doors were painted a non-standard (Krimson Lake) blue color. A variance to retain the alteration colors was submitted by Ms. Bantivoglio on October 25, 2018.

Plans and photos have been provided (Attachment 1).

Due to selected color not meeting existing Mutual Standards, policy 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.

Per the Committee's direction regarding Variance requests for retaining non-authorized alterations, Compliance was notified on November 5, 2018, of the unauthorized alteration; a disciplinary hearing is pending.

### **DISCUSSION**

Ms. Bantivoglio is requesting to retain the 'Krimson Lake' blue color used on her entry door. The door is not directly visible from the street.

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 5398 requires Brownington Court as the entry door paint color. This color "Krimson Lake" is on the current paint palette, however, due to the paint program not reaching B5398 yet, the new color scheme is yet to be selected for the building. Building 5398 is on the schedule for the Paint Program in 2019.

The alteration is not clearly visible from the surrounding units. Due to the color chosen being part of the existing paint scheme options within Third Mutual and the color being indistinguishable from the street, Staff do not have concerns with the approval of the request. A condition has been added (see Appendix A) that requires the unauthorized alteration fee of \$300 be paid at the time of Mutual Consent Application, should the Board approve 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 and 3386-B in February 2018.

At the time of preparing this report, there are four alterations open on one Mutual Consent for Manor 5398-A.

Description	Issued	Mutual Consent
Room Addition in Front Patio	5/10/2018	180832
Wall Revision in Garage	5/10/2018	180832
Electrical in Garage	5/10/2018	180832
HVAC Central (Change out)	5/10/2018	180832

A Neighbor Awareness Notice was sent to Units 3306-B, 3306-O, 5397-B and 5398-B on November 6, 2018, due to line of sight and/or effects of construction noise/debris within 150' of the alteration.

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 5398-A.

**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: Variance Request, October 25, 2018  
Attachment 2: Photos  
Attachment 3: Map

## APPENDIX A

### CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

1. The Member will be required to pay the un-authorized alteration fee of \$300 at the time of applying for the Mutual Consent for the alterations approved in this variance.
2. No improvement shall be installed, constructed, modified or altered at unit **5398-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.
3. A Variance for Unit Alterations has been granted at **5398-A** for **Retain non-standard entry door colors** 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 5397-A and all future Mutual members at 5398-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. 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.
7. 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.

8. 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.
9. Member is responsible for following the gate clearance process in place to admit contractors and other invitees.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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>.
15. 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.
16. 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.

17. 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.
18. 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.
19. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
20. 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.
21. 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.
22. 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.



☐ ULWM☒ TLHM

Laguna Woods Village

## Variance Request Form

SA 21312363

Model: <u>Casa Rosa</u>	Plan:	Date: <u>10/24/18</u>
Member Name: <u>Kerrie Bantivoglio</u>	Signature: <u>Kerrie A Bantivoglio</u>	
	E-mail: [REDACTED]	
Contractor Name/Co: <u>West Coast Remodel / Richard Smith</u>	P [REDACTED]	F [REDACTED]
Mailing Address: (to be used for official correspondence)	[REDACTED]	

## Description of Proposed Variance Request ONLY:

Permission to keep 2 front entry doors to front patio and the front entry door the color Krimson Lake which is on the Laguna Woods Village Color Selection charts for Third Mutual. I didn't realize it is for future painting

## Dimensions of Proposed Variance Alterations ONLY:



## FOR OFFICE USE ONLY

RECEIVED BY: [signature] DATE RECEIVED: 10/25/18 Check# 77977 BY: West Coast Remodel

<b>Alteration Variance Request</b>	<b>Complete Submittal Cut Off Date:</b> <u>10/25/18</u>
<b>Check Items Received:</b> <input type="checkbox"/> Drawing of Existing Floor Plan <input type="checkbox"/> Drawing of Proposed Variance <input type="checkbox"/> Dimensions of Proposed Variance <input checked="" type="checkbox"/> Before and After Pictures <input type="checkbox"/> Other: _____	<b>Meetings Scheduled:</b> Third AC&S Committee (TACSC): <u>11/26/18</u> United M&C Committee: _____ Board Meeting: <u>12/18/18</u> <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other _____



# Casa Rosa

Approximate Gross Internal Area = 123.6 sq m / 1330 sq ft

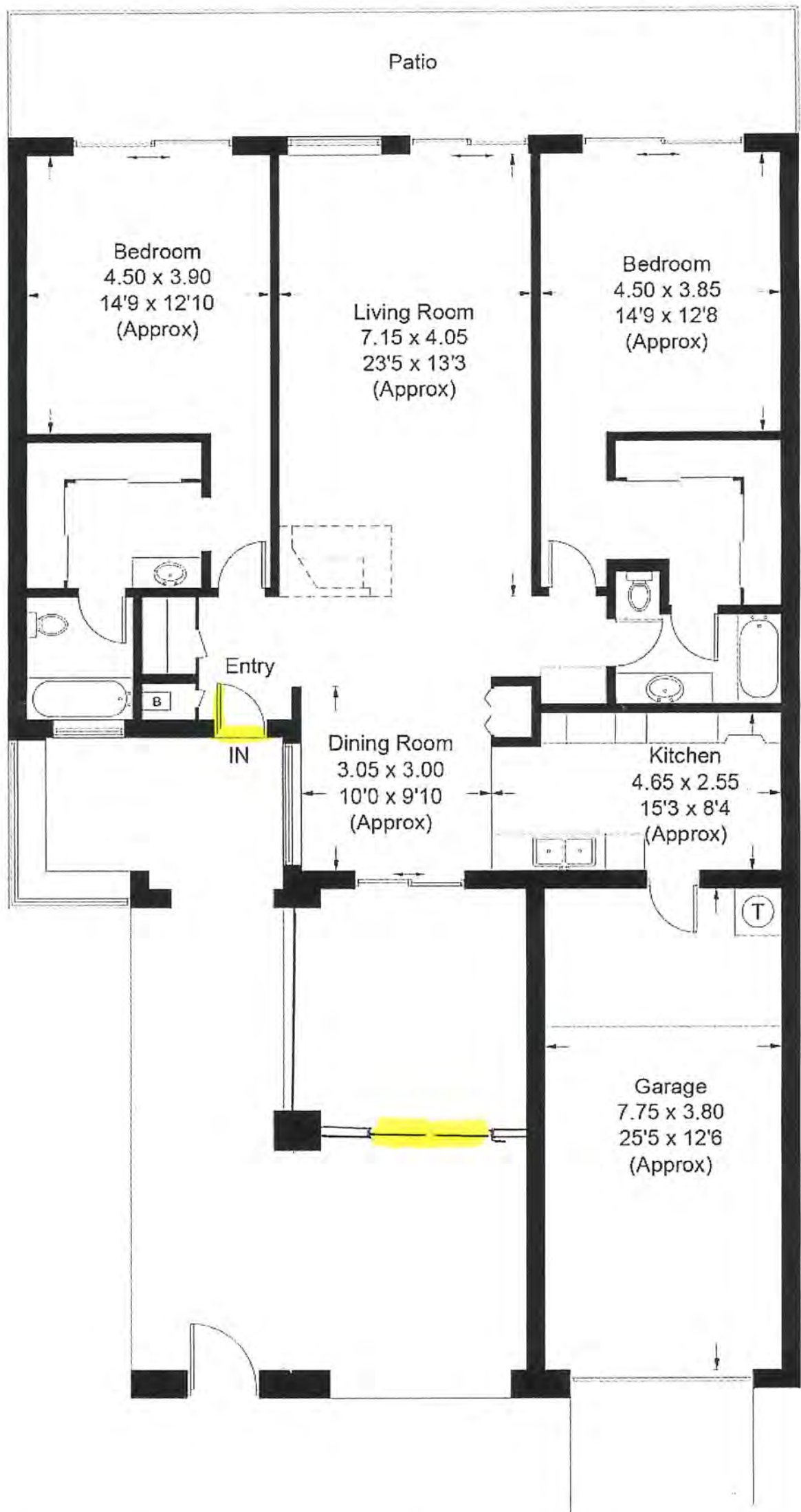


Illustration for identification purposes only, measurements are approximate, not to scale. FloorplansUsketch.com © 2017 (ID367217)







L/R: N/A

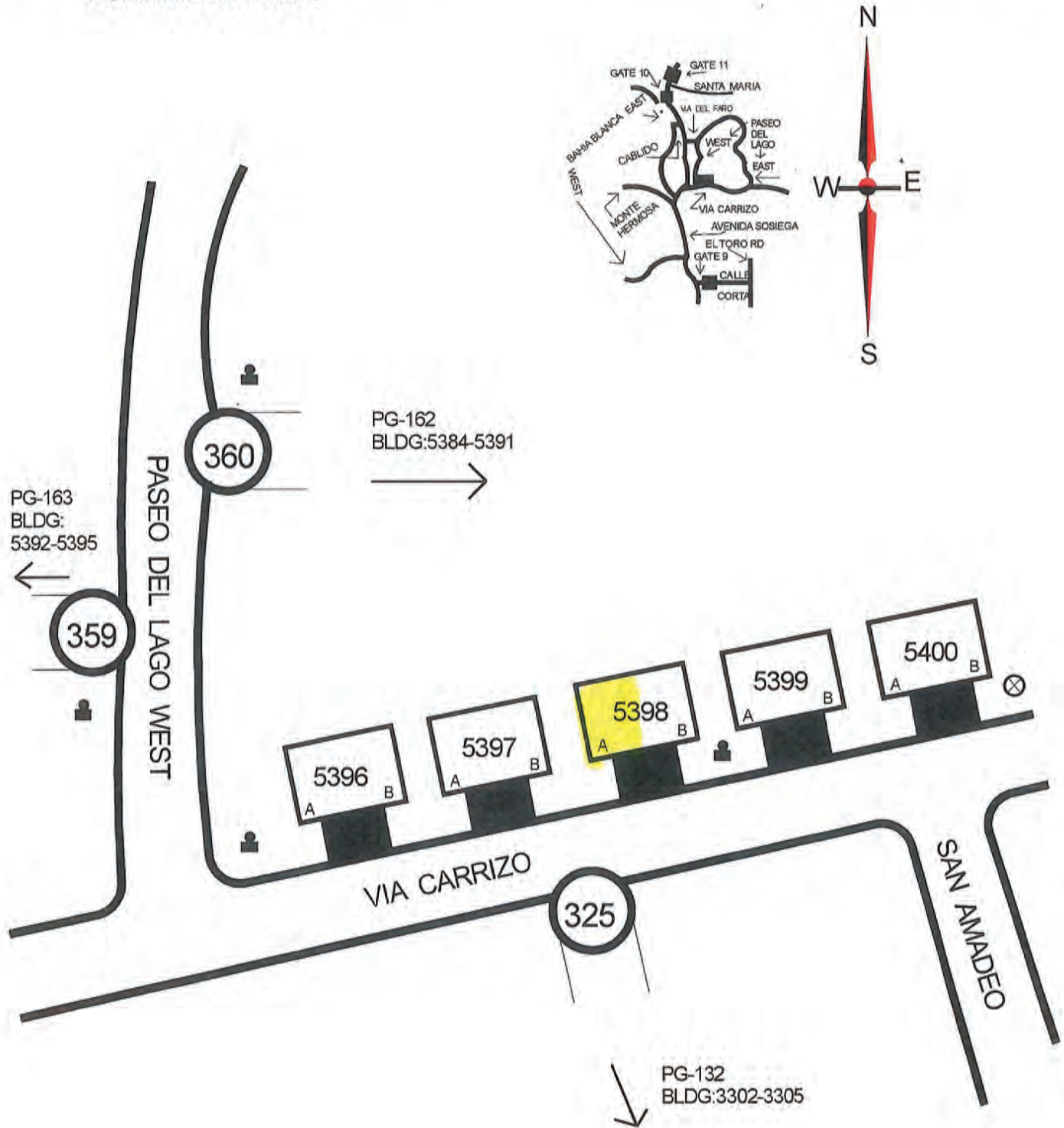
5398-A

BLD: 5396-5400

C/P: N/A

PG-164

1-SMR:BLDG-5400B





Laguna Woods  
Village  
Color Selections

*David Ferguson With, Montreal*

**PPQ Paint Store**  
15152 Golden West Street  
Westminster, CA 92683  
Phone: (714) 894-4433  
Mon - Fri 6:30AM - 5PM  
Sat 8:00AM - 12PM Closed Sunday

3rd Mutual  
Option #1

3<sup>rd</sup> Mutual  
Option #3

3<sup>rd</sup> Mutual  
Option #4

3<sup>rd</sup> Mutual  
Option #5

3<sup>rd</sup> Mutual  
Option #6

3<sup>rd</sup> Mutual  
Option #7

3rd Mutual  
Option #9



# Color Selections

## 3<sup>rd</sup> Mutual Option #1

1. Body  
A1872 Lexington Park

3. Trim/Fascia  
A0113 White Hide Hiding

2. Accent (Entry Door)/Garage Door  
A1881 Khaki Green

1. Body  
2. Accent (Entry Door)/Garage Door  
3. Trim/Fascia  
4. Entry Door  
5. Entry Door/Garage Door Options

4. Entry Door  
A1960 Krimson Lake

5. Entry Door/Garage Door  
A0113 White Hide Hiding

1. Body  
A1767 Ba

1. B  
2. A  
3. T  
4. E  
5. E







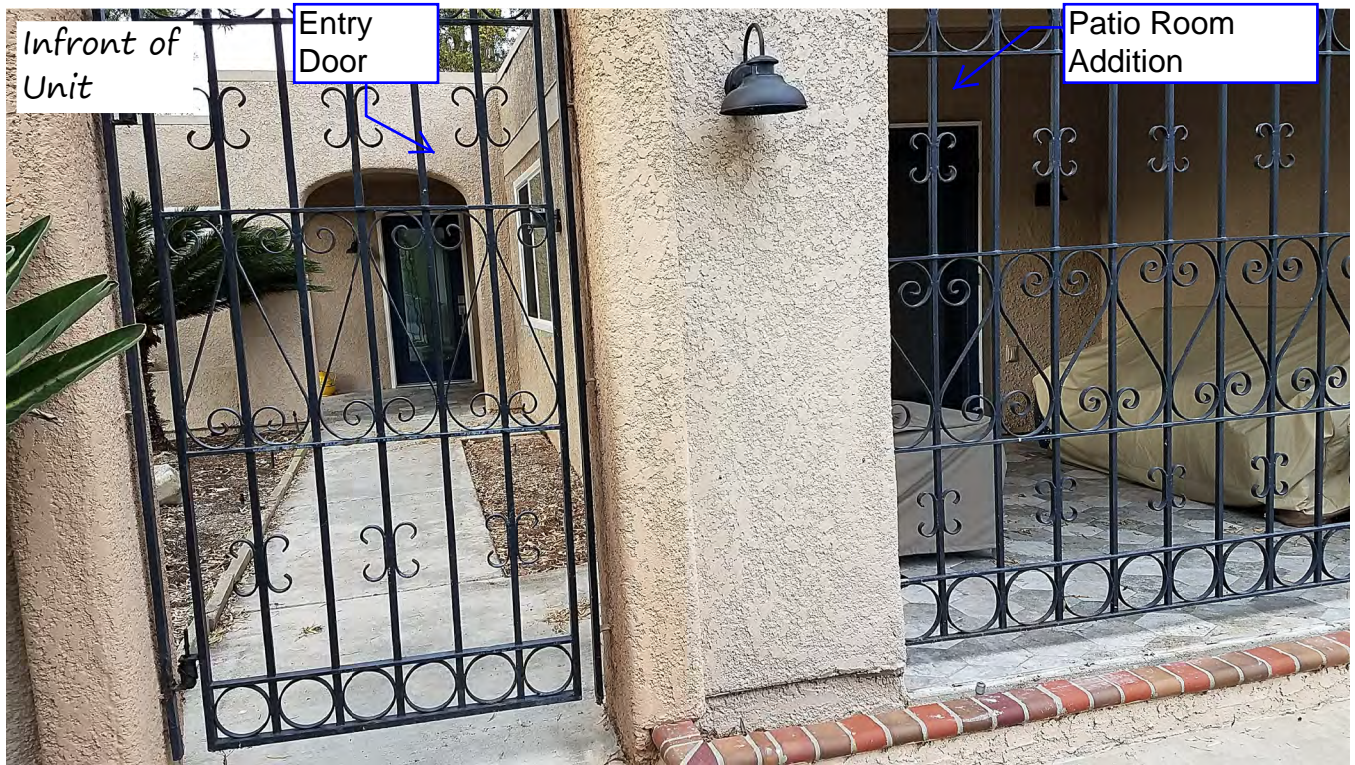




## Attachment: 2

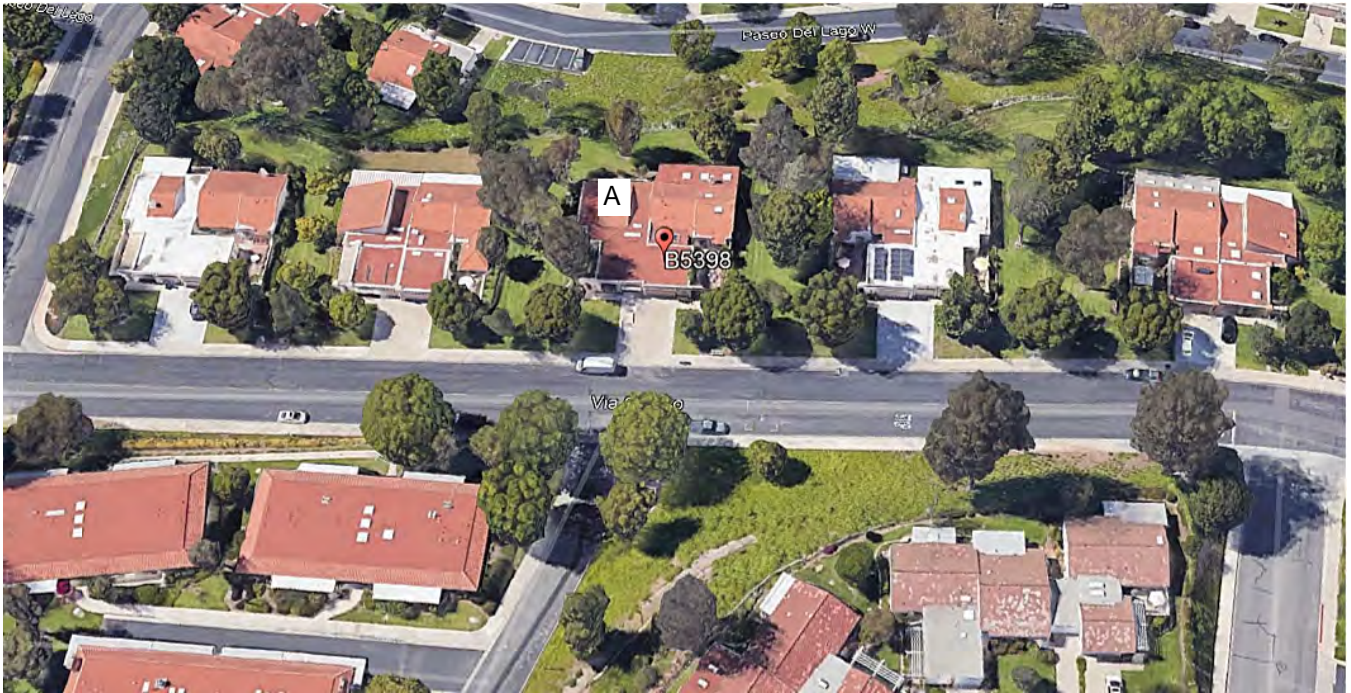








Attachment: 3





## **STANDARD 30A: STORAGE CABINETS**

### **(Patios, Breezeways, and Balconies)**

**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 JANUARY 2018, RESOLUTION 03-18-XXX**

#### **1.0 GENERAL REQUIREMENTS**

See Standard Section 1: General Requirements

#### **2.0 GENERAL CONDITIONS**

**This Standard is pertinent to storage cabinets in breezeways, balconies and patios. For information regarding storage cabinets in parking areas see Standard 30B: Parking Area Storage**

- 2.1** Cabinets shall be positively attached to adjacent wall or structure to prevent overturning as required by the International Building Code.
- 2.2** A 12" access shall be maintained between cabinets and existing plumbing,. No electrical wiring shall be run through the cabinet.
- 2.3** 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.
- 2.4** All cabinets shall be legibly labeled with the manor number.
- 2.5** A Mutual Consent will not be required for cabinets which are located within patios or balconies provided they are not visible from common area. Maximum of two cabinets per patio or balcony is permissible.

### **3.0 PATIO CABINETS**

- 3.1 Cabinet height shall not exceed the height of the patio walls.
- 3.2 Cabinets may be limited to two per patio.

### **4.0 BREEZEWAY CABINETS**

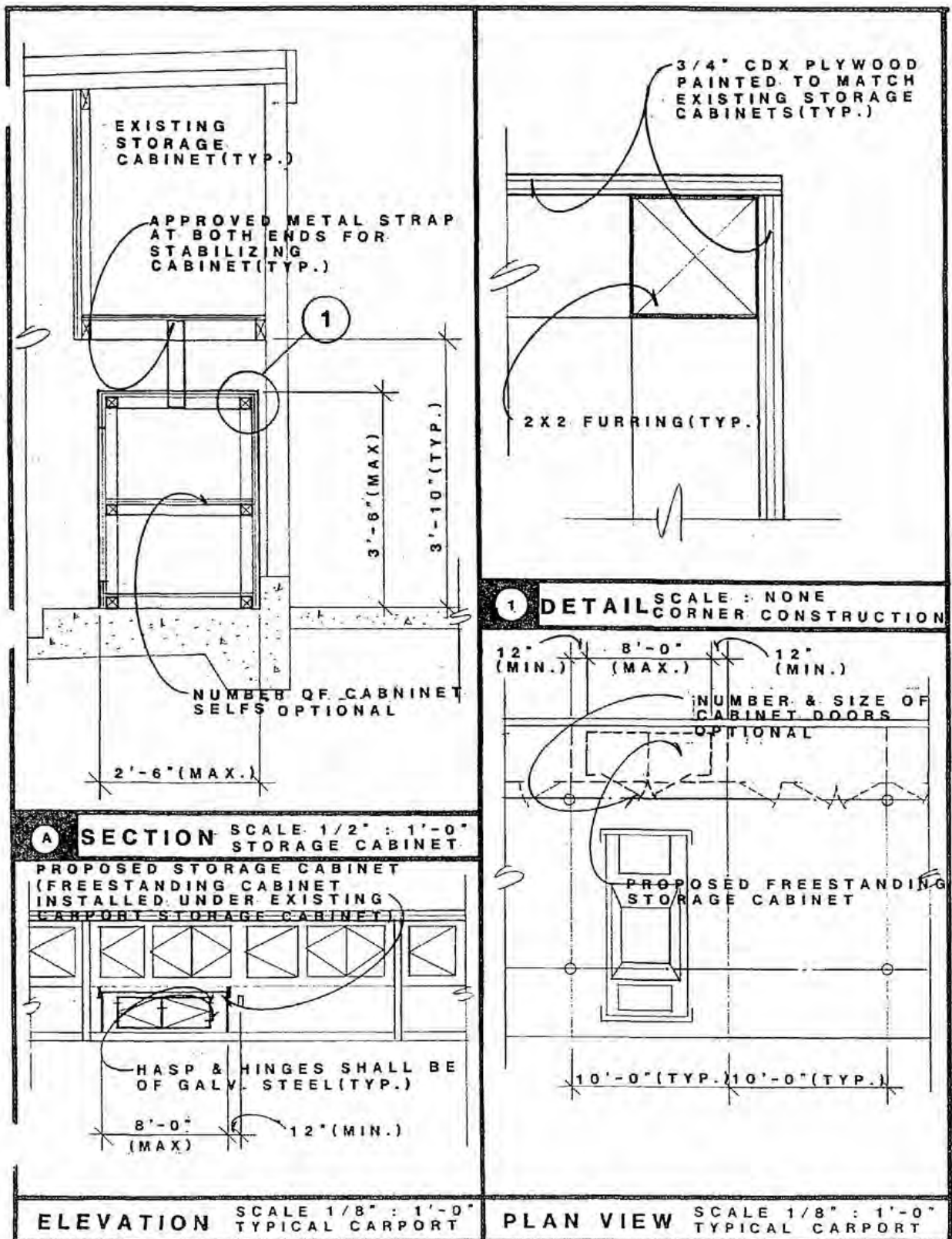
All storage cabinets in breezeways require a Mutual Consent issued by the Alterations Division prior to installation.

- 4.1 Breezeway cabinets will be permitted in Casa Linda (11-06 type), Casa Contenta (KK-08 type), and Casa Vista (II06) buildings only.
- 4.2 The cabinet shall be no taller than 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.
- 4.4 Cabinet units will be placed under stairwell area as indicated on attached drawing.
- 4.5 Cabinets shall be consistent in appearance; colors shall coordinate with adjacent buildings.
- 4.6 The cabinet shall be placed on lockable casters.

### **5.0 BALCONY CABINETS**

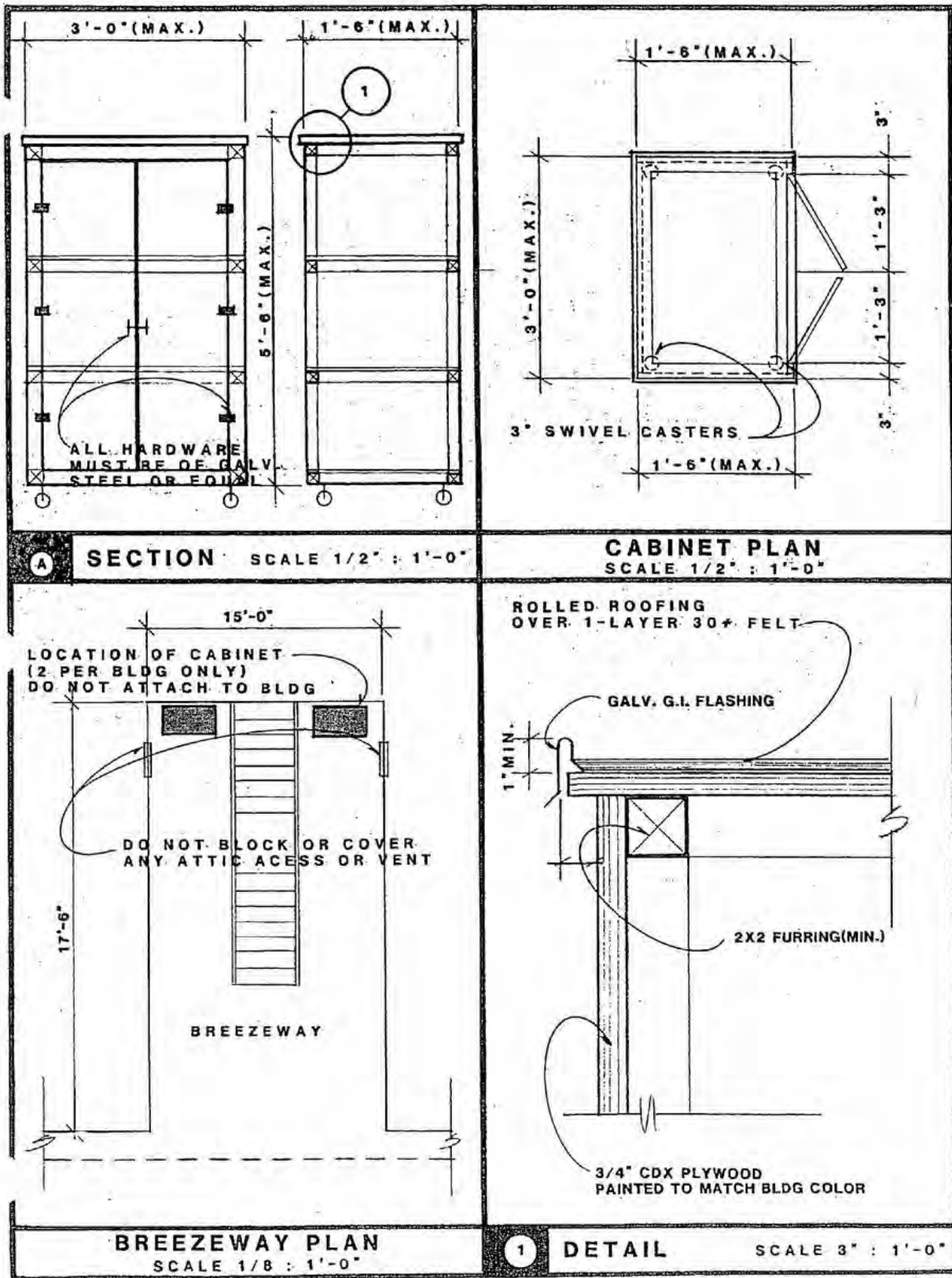
- 5.1 Cabinets located on a balcony will be limited to one. Cabinets are not allowed along railings without balcony railing paneling . Cabinet heights may not exceed the height of the balcony railing. Cabinets against the building shall not exceed 6' in height.





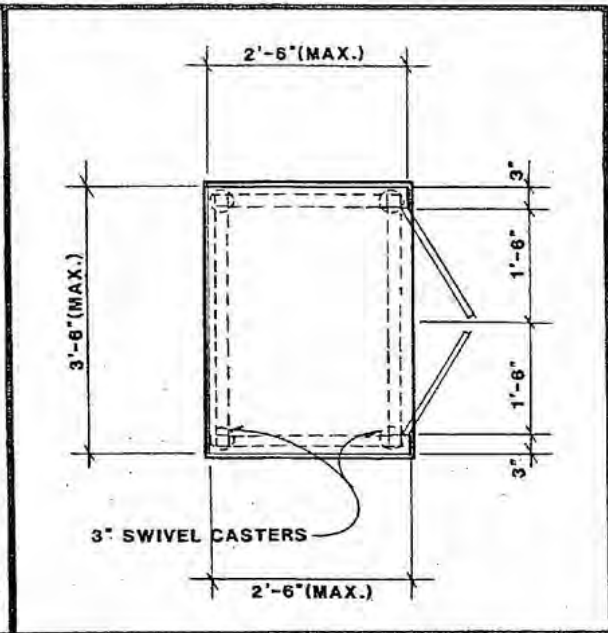
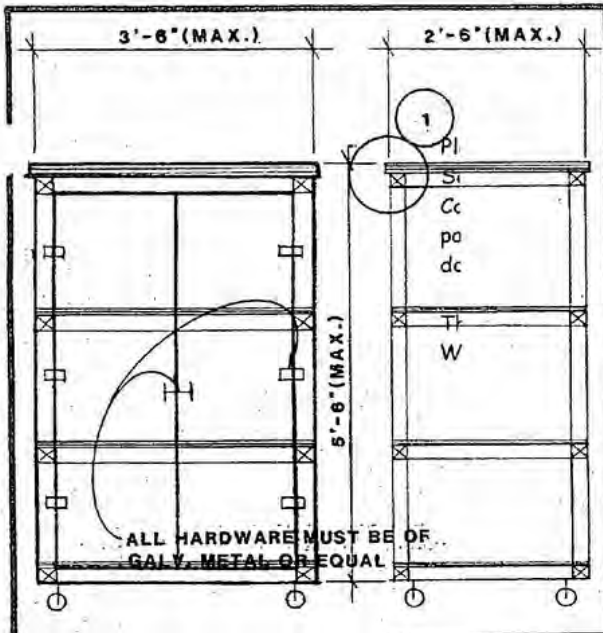


# 11-06 BLDG



**BREEZEWAY STORAGE CABINET**  
JUNE 3, 1992

RR VG BLDG



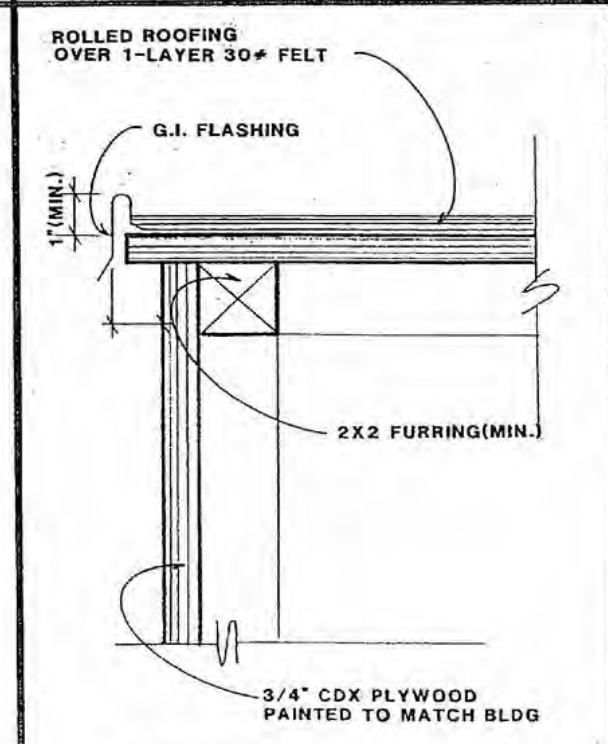
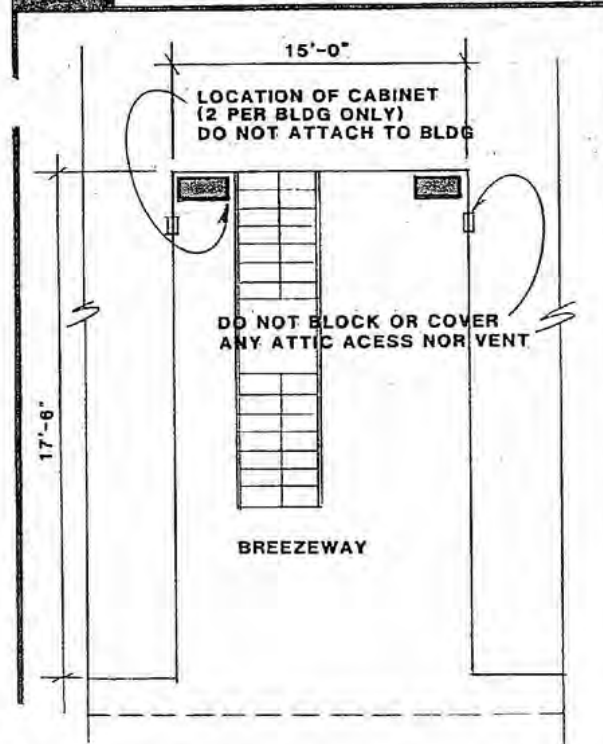
A

**SECTION**

SCALE 1/2" : 1'-0"

**CABINET PLAN**

SCALE 1/2" : 1'-0"



**BREEZEWAY PLAN**

SCALE 1/8" : 1'-0"

1

**DETAIL**

SCALE 3" : 1'-0"

**BREEZEWAY STORAGE CABINET**

JUNE 5, 1992





## **SECTION 37 STANDARD 37: PATIO COVERS, AWNINGS**

FEBRUARY 2006, RESOLUTION 03-06-11

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

REVISED SEPTEMBER 2015, RESOLUTION 03-15-128

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

JANUARY 2019, RESOLUTION 03-19-XX

### **1.0 GENERAL REQUIREMENTS**

See Standard Section 1: General Requirements

### **2.0 APPLICATIONS**

- 2.1 An awning is defined as an architectural projection that provides weather protection or decoration and is partially or wholly supported by the building to which it is attached. An awning is comprised of a lightweight frame structure over which a covering is attached. A roof-like shelter of canvas or other material, i.e., awning, Awnings may extend over a patio from the top of sliding doors in a detached manor to provide protection from the sun are limited to single story buildings.
- 2.2 The awning may be either fixed or retractable. Awning fabric shall meet all local, state, and federal fire safety requirements. Awning fabric must pass the California State Fire Marshall's Test Procedure #804 in which a registration number is received that verifies its' fire resistance. Sufficient documentation shall be submitted to the Alterations Division prior to installation.
- 2.3 The awning ~~will~~ may cover only the patio area as defined by the existing patio slab, wall or as indicated on the standard drawing. Patio is defined as a paved, cement or tile area that adjoins the manor at ground level, which does not serve as a walkway or landing.
- 2.4 The color of the awnings shall be Desert Sand, or equivalent, in color.
- 2.5 Comprehensive plans shall be submitted to the Manor Alterations Department at the time of application, including awning material to be used, dimensions of awning, dimensions of patio, and color swatch of material to be used.
- 2.6 The Mutual Member must maintain the awning in good condition.







## STAFF REPORT

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**DATE:** November 26, 2018  
**FOR:** Architectural Controls and Standards Committee  
**SUBJECT:** Revised Decision Tree

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### **RECOMMENDATION**

Receive and File.

### **BACKGROUND**

On July 20, 2017, the Board passed Resolution 03-17-77 Common Area Use Policy, which restricted the Board from granting exclusive use of common area for alterations. This Policy rendered the existing Decision Tree obsolete and created the need to replace it with an updated version which aligns with the new policy. That updated Decision Tree was approved by the Board on March 20, 2018.

On October 16, 2018 the Board of Directors passed Resolution 03-18-146 which revised the Common Area Use Policy, further restricting the use of common area for alterations. This action requires updating the Decision Tree.

### **DISCUSSION**

Paragraph 12 of the Resolution refers to the Decision Tree, "...the Board has a Decision Tree..." 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..." The Decision Tree is an outline of that process; it does not create new or revise Board approved policies.

The Decision Tree (Attachment 1) was developed by Staff and the Architectural Control and Standards Committee (ACSC) to assist those charged with reviewing alteration requests with a step-by-step decision making process that is aligned with the policies set forth in the Resolution.

The Decision Tree is based on the above referenced policy and the Davis-Stirling Act. It includes all pertinent references to Code as well as excerpts from the Code; consequently, it is a lengthy document containing 16 pages of text. The ACSC desires to release the Decision Tree in a usable format for residents. Staff has revised the Decision Tree (Attachment 2), removing references to code and unnecessary text to render the document more straightforward for the general public. The revised version contains all the necessary decision points and text in an easier to read format to assist residents in understanding the decision making process without being burdensome.



## **FINANCIAL ANALYSIS**

None.

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

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

**Attachments:**

Attachment 1: Decision Tree

Attachment 2: Reduced Decision Tree

## **DECISION TREE**

**Procedure for the  
Third Mutual Board of Directors,  
Architectural Control and Standards Committee,  
and the Manor Alteration Division Staff**

**When Considering Applications for  
Mutual Consent for Manor Alterations  
for Either a Standard Alteration or a Variance Request**

November 2018



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## **INTRODUCTION**

This "Decision Tree" sets forth an outline of the criteria that the Village Management Services Manor Alterations Division ("Staff"), the Architectural Control and Standards Committee ("Committee") and the Board of Directors ("Board") of the Third Laguna Hills Mutual ("Mutual") will use when reviewing, considering and approving or denying an application ("Application") to make an alteration ("Alteration") to a Mutual Member's ("Member") individual Manor ("Manor"), pursuant to the Mutual's Governing Documents and applicable law. These criteria apply, without limitation, to an Application where the proposed Alteration would be:

- A. within the Separate Interest of the Member's Manor;
- B. to, upon, or within the Manor's Exclusive Use Common Area; or
- C. upon or over the Mutual's General Common Area.

## **DEFINITIONS**

The foregoing capitalized terms, and additional capitalized terms appearing in the following text, are defined, in more detail, in Appendix 2, *Definitions*, to this document, in the Mutual's *Amended and Restated Declaration of Covenants, Conditions and Restrictions* ("CC&Rs") and the Mutual's *Condominium Plan* ("Condominium Plan").

### **STEP 1: Staff Review of Application for Compliance with the Mutual's Standards and Mutual and Staff Policies.**

A Member who wants to submit a Manor Alteration Application should make an appointment with Manor Alterations. Prior to or during the meeting, Staff will check the Mutual's corporate records to determine if the Member has previous alteration compliance issues, is subject to discipline after a noticed hearing before the Board, or past due on fines, fees or assessments. If so, Staff will inform the Member that the delinquencies need to be resolved prior to submitting the Alteration Application.

If no compliance, disciplinary, or delinquency issues are found, Staff will review the Application with the Member to determine if the Application and the architectural plans for the Alteration are complete and if the proposed Alteration would comply with the Third Architectural Alteration Standards ("Standards").

- A. If Staff determines that the Application or architectural plans are not complete, the Application will be returned to the Member with a written request for additional information.
- B. If Staff or the Committee determines that the Application requests an Alteration where a previous alteration was approved on the condition that further alterations would not be approved, the Application will be returned to the Member with an explanation of why it cannot be considered.
- C. If Staff determines that:
  - (1) the Application is complete; and



(2) the Application can be considered because there is no record that a prior alteration was approved on the condition that further alterations would not be approved; and

(3) the proposed Alteration, as described in the complete Application and architectural plans, would meet all of the requirements of the Standards and other approved Mutual and Staff Policies;

Staff will send, *via email or First Class Mail*, a notice of the Application's completeness to the Member. Included within that notice of completeness will be a reminder 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 Member 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.

D. If Staff's field investigation into the Application resolves any questions and confirms that the Alteration meets all of the requirements of the Standards and other approved Mutual and Staff Policies, and would not affect the Owner(s) of a neighboring Manor, then Staff will process the Application as a Standard Request and approve the Application within 60 days after sending the notice of the Application's completeness. **Go to Step 7.**

E. If Staff determines that the proposed Alteration does not meet all of the requirements of the Standards and other approved Mutual and Staff Policies, or could affect the Owner of a neighboring Manor, or could require a Common Area Agreement, then Staff will process the Application as a Variance Request, prepare a report and recommendations, refer the Application and the report to the Committee, send a Neighbor Awareness Notice to the Owner of any Affected Manor (see Appendix 1), and schedule an Open Session meeting before the Committee. **Go to Step 2.**

**STEP 2: Determine Whether the Proposed Alteration, Which Staff Has Determined Should Be Processed as a Variance Request, Would Be Located Within the Manor's Separate Interest; Would Be Upon, or Within the Manor's Exclusive Use Common Area; or Would Be Upon or Over the Mutual's General Common Area.**

All of the Manors within the Mutual are Condominiums, and are part of a common interest development as described in the Davis-Stirling Common Interest Development Act <sup>1</sup> ("Davis-Stirling Act"). Each of the Manors within the Mutual is also within the geographic boundaries of one of the 59 original condominium Projects within Laguna Woods Village. The mutual homeowner associations of those original condominium Projects subsequently adopted identical amended CC&Rs and Third Laguna Hills Mutual has acquired the assets and liabilities by vote of each of the fifty-nine individual Mutuels. Maps showing the geographic boundaries of each of the original Projects are available at [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com) or at Resident Services.

---

1/ See California Civil Code §4000, *et seq.*

- A. If Staff or the Committee determines that the proposed Alteration would be constructed entirely within the Manor's Separate Interest; **go to Step 3.**
- B. If Staff or the Committee determines that the proposed Alteration would be constructed entirely or partially in, upon, or within the Manor's Exclusive Use Common Area; **go to Step 4.**
- C. If Staff or the Committee determines that the proposed Alteration would be constructed entirely or partially upon or over the Mutual's general Common Area; **go to Step 5.**

**STEP 3: Application for a Manor Alteration to Be Constructed Entirely within the Manor's Separate Interest That Staff Has Determined Should Be Processed as a Variance Request.**

If the proposed Alteration would be constructed entirely within the Manor's Separate Interest, but Staff initially determines that the Application would not fully comply with the Standards and other approved Staff and Mutual Policies, Staff and the Committee will review the circumstances surrounding the Application as a Variance Request.

- A. If after further review, Staff and the Committee determine that the proposed Alteration would, in fact, fully comply with the Standards and other approved Staff and Mutual Policies, and would not unreasonably affect the Owner(s) of a neighboring Manor, Staff will revert to processing the Application as a Standard Alteration. **Go to Step 1.**
- B. If after further review, Staff and the Committee determine that the proposed Alteration would not fully comply with one or more of the Standards and other approved Staff and Mutual policies, but would not impair the structural integrity or mechanical systems of the surrounding building or lessen its support, the Committee may, but is not required to, approve the Application, or the Committee may approve the Application conditional upon the non-conformance being corrected. See California Civil Code §4760 and, as applicable, successor statutes. **Go to Step 7.**
- C. If the proposed Alteration would be to facilitate access to the Manor by persons with a physical disability, or to alter existing conditions which could be hazardous to such persons, the Committee may approve the Application if it otherwise conforms to the conditions required by California Civil Code §4760(a)(2) and, as applicable, successor statutes, as well as any applicable federal or state fair housing and discrimination standards. **Go to Step 7.**
- D. If the proposed Alteration would not satisfy any of the foregoing conditions in this Step 3, then the Committee should deny the Application. **Go to Step 7.**

**STEP 4: Application for a Manor Alteration To Be Constructed Entirely or Partially within the Manor's Exclusive Use Common Area That Staff Has Determined Should Be Processed as a Variance Request.**

If the proposed Alteration would be constructed entirely or partially within the Manor's Exclusive Use Common Area, but Staff initially determines that the Application would not fully comply with the Standards and other approved Staff and Mutual Policies, Staff



and the Committee will review the Application and the circumstances surrounding the Application as a Variance Request.

A. If after further review, Staff determines that the proposed Alteration would be constructed on common area that had previously been granted as exclusive use common area and the proposed alteration does not augment, enlarge, or change the construction, purpose, or use of the previously approved alteration (like-for-like), Staff will revert to processing the Application as a Standard Alteration. **Go to Step 1.**

B. If after further review, Staff determines that the proposed Alteration would be constructed on common area that had previously been granted as exclusive use common area and the proposed alteration is not like-for-like, Staff and the Committee will investigate the circumstances surrounding the Application as a Variance Request.

C. If after further review, Staff and the Committee determine that the proposed Alteration would, in fact, fully comply with the Standards and other approved Staff and Mutual Policies, and would not unreasonably affect the Owner(s) of a neighboring Manor, Staff will revert to processing the Application as a Standard Alteration. **Go to Step 1.**

D. If after further review, Staff and the Committee determine that the proposed Alteration would not fully comply with one or more of the Standards and other approved Staff and Mutual policies, but would not impair the structural integrity or mechanical systems of the surrounding building or lessen its support, the Committee may, but is not required to, approve the Application, or may approve the Application conditional upon the non-conformance being corrected. **Go to Step 6.**

E. If the Committee determines that the proposed Alteration would eliminate or correct an encroachment onto the Manor's Exclusive Use Common Area due to errors in the Manor's original construction, ground settlement, structural shifting, or any other cause, unless the encroachment was due to the willful conduct of the Member, the Committee will refer the Application to the Board, which may, but is not obligated to, approve the Application. **Go to Step 6.**

F. If the Committee determines that the proposed Alteration would be to facilitate access to the Manor by persons with a physical disability, or to alter existing conditions which could be hazardous to such persons, the Committee shall approve the Application if it is otherwise required by any federal or state fair housing and discrimination standards or other applicable law and if it otherwise conforms to the conditions imposed by California Civil Code §4760(a)(2). See California Civil Code §§ 4760(a)(2), 4765(a)(3). **Go to Step 6.**

G. If the Committee determines that the proposed Alteration would be for the installation in the Member's Exclusive Use Common Area, such as a garage or designated parking space, of an electric vehicle charging station that meets the requirements of California Civil Code §4745, the Committee may, but is not obligated to, other than to be in compliance with the requirements of California Civil Code §4745, and, as applicable, any successor statute, approve the Application. **Go to Step 6.**

H. If the proposed Alteration would not satisfy any of the foregoing conditions in this Step 4, then the Committee should deny the Application. **Go to Step 7.**

**STEP 5: Application for a Manor Alteration to be Constructed Entirely or Partially Upon or Over the Mutual's General Common Area or on Previously Granted Common Area for Exclusive Use, Will Be Processed as a Variance Request.**

If Staff determines that the proposed Alteration would be constructed entirely or partially upon or over any of the Mutual's general Common Area or previously approved Common Area for Exclusive Use, Staff and the Committee will investigate the circumstances surrounding the Application as a Variance Request.

A. If the Committee determines that the proposed Alteration would eliminate or correct an encroachment onto the Mutual's general Common Area due to errors in the Manor's original construction, ground settlement, structural shifting, or any other cause, unless the encroachment was due to the willful conduct of the Member, the Committee will refer the Application to the Board, which may, but is not obligated to, approve the Application. **Go to Step 6.**

B. If the Committee determines that the proposed Alteration would be to facilitate access to the Manor by persons with a physical disability, or to alter conditions which could be hazardous to these persons, the Committee shall approve the Application if it is otherwise required by any federal or state fair housing and discrimination standards or other applicable law and if it otherwise conforms to the conditions imposed by California Civil Code §4760(a)(2). See California Civil Code §§ 4760(a)(2), 4765(a)(3). **Go to Step 6.**

C. If the Committee determines that the proposed Alteration would require reasonable access through or across the Mutual's general Common Area for installation of utility lines or meters as part of the installation in the Member's Exclusive Use Common Area, such as a garage or designated parking space, of an electric vehicle charging station that meets the requirements of California Civil Code §4745, the Committee may, but is not obligated to, other than to be in compliance with the requirements of California Civil Code §4745, as applicable, and successor statutes, approve the Application. **Go to Step 6.**

D. If the Committee determines that the proposed Alteration would be for the installation, in or on the Mutual's general Common Area that is not Exclusive Use Common Area, of an electric vehicle charging station for the exclusive use of the Member, the Committee may, but is not obligated to, other than to be in compliance with the requirements of California Civil Code §4745, approve the Application, but only if installation in the Member's garage or designated parking space is impossible or unreasonably expensive as defined in the above referenced Civil Code provision. In such cases, the Member shall comply with all of the requirements of California Civil Code §4745(f), as applicable, and successor statutes. **Go to Step 6.**

E. If the Committee determines that the proposed Alteration would be upon or over a part of the Mutual's general Common Area that is an entryway area which is "trapped" between Manors in an area which is generally inaccessible and not of general use to



other Members/Residents,<sup>2</sup> and the Owners of both Manors agree to the proposed Alteration, the Committee will refer the Application to the Board, which may, but is not obligated to, approve the Application. **Go to Step 6.**

F. If the Committee determines that the proposed Alteration:

- (1) would be upon or over the Mutual's general Common Area; and
- (2) would be beneficial to the applicant Member or Residents, but would not be generally accessible and not of general use to other Residents or Members; and
- (3) would require construction of an enclosure or otherwise encroach into the third (vertical) dimension of the Mutual's general Common Area;

then Staff and the Committee will investigate the circumstances surrounding the Application, and the Committee will refer the Application to the Board, which may, but is not obligated to, approve the Application only if all of the following objective factors are present:

- (a) There is an existing wall of at least 18 inches in height, which already encloses the Exclusive Use Common Area where the proposed Alteration would be located and which has been in place for at least 30 years and has a previously approved Mutual Consent; and
- (b) The proposed Alteration would not be new construction on previously granted Common Area for Exclusive Use or augments, enlarges, or changes the construction, purpose, or use of a previously approved Alteration; and
- (b) The proposed Alteration would not unreasonably impact the aesthetic aspects of the architectural design of the community, as described in Article X, Section 1(e) of the CC&Rs, which may take into account, without limitation, the impact of the view of the Alteration from an adjacent Manor, but no right to or protection of a view or view corridor shall be created or implied by such consideration; and
- (c) The encroachment into the third (vertical) dimension would not impede ingress or egress of other Owners or Residents onto any adjacent general Common Area or impede community maintenance staff from going into or across any adjacent general Common Area; and

---

2/ This Section E refers to a proposed Alteration that would lay a concrete slab over a horizontal (two-dimensional) section of the general Common Area that is "trapped" between the opposing side doors of the garages of two adjoining Manors with a common wall. The historical record indicates that these small areas may have been originally left as uncovered dirt. It probably would have been better to cover this area between the Manors with a small concrete slab during the original construction to allow entry and exit from the garages without having to step onto muddy ground in the event of rain. Only a few of these "trapped" areas may remain unaltered today. This provision is included specifically to address this construction omission where it has not already been rectified.

(d) The proposed area of the Alteration can only be reasonably accessed through or benefit the Applicant's Manor; and

(e) The proposed Alteration would not negatively impact the ability of a neighboring Manor to make a similar future alteration.<sup>3</sup>

**Go to Step 6.**

G. If the Committee determines that the proposed Alteration would be located partially or entirely upon or over a part of the Mutual's general Common Area that could reasonably be accessible to or used by or for the benefit of other Mutual Members, but would be "*de minimus and necessary*" (see Appendix 2, *Definitions*) for the continued use of the Applicant's Manor and staff has received notice that there is potential conflict with a neighboring unit, the Committee will refer the Application to the Board, which may, but is not obligated to, approve the Application. **Go to Step 6.**

I. If none of the foregoing limiting conditions in this Step 5 are met and the proposed Alteration would require amending the Condominium Plan of the original Project wherein the Applicant's Manor is located, the Board will deny the Application. **Go to Step 7.**

J. If the proposed Alteration would not satisfy any of the foregoing conditions in this Step 5, then the Committee should deny the Application. **Go to Step 7.**

**STEP 6: Circumstances When the Mutual Will Require a Recordable Common Area Agreement.**

Before Staff, if authorized to do so, the Committee or the Board gives final approval for any proposed Alteration to, on, or within a Manor's Exclusive Use Common Area, or upon or over the Mutual's general Common Area, including, but not limited to, moving, adding or changing any walls, floors or ceilings, the Mutual will require that the Applicant execute a recordable Common Area Agreement, which will serve as a Covenant that Runs with the Land/Equitable Servitude.

The following are examples of Alteration Applications where the Common Area Agreement shall be required (please note that this is not an inclusive list and that other types of Alterations may also be conditioned upon the execution of a Common Area Agreement):

A. The proposed Alteration would eliminate or correct an encroachment onto the Manor's Exclusive Use Common Area or to the Mutual's general Common Area due to

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<sup>3/</sup> This Section F, refers to a proposed Alteration that would enclose a three-dimensional space, typically on an existing patio or courtyard slab. An Alteration extending vertically into the Mutual's general Common Area is just as problematic as a horizontal extension would be. Examples of proposed Alterations that might have to be treated as a Variance Application would be: a trellis cover, a sun room, an expanded room addition, or rooftop solar panels. In some cases, where a "grandfathered" concrete slab or wall has been in place for many years, the footprint of such a proposed Alteration could also extend a few feet beyond the Manor's designated Exclusive Use Common Area onto or over the Mutual's general Common Area.

errors in the Manor's original construction, ground settlement, structural shifting, or any other cause, unless the encroachment was due to the willful conduct of the Member; or

B. The proposed Alteration would facilitate access to the Manor by persons with a physical disability, or to alter conditions which could be hazardous to these persons, unless prohibited by state or federal fair housing and discrimination standards; or

C. The proposed Alteration would provide reasonable access through or across the Mutual's general Common Area for installation of utility lines or meters as part of the installation in the Member's Exclusive Use Common Area, such as a garage or designated parking space, of an electric vehicle charging station that meets the requirements of California Civil Code §4745; or

D. The proposed Alteration would be for the installation, in or on the Mutual's general Common Area that is not Exclusive Use Common Area, of an electric vehicle charging station for the exclusive use of the Member, which charging station meets the requirements of California Civil Code §4745(f); or

E. The proposed Alteration would be "*de minimus and necessary*" and located on the Mutual's general Common Area; or

F. The proposed Alteration would be located on an area that is designated as general Common Area (i.e. in the recorded Condominium Plan), but is an entryway area which is "trapped" between Manors in an area that is generally inaccessible and not of general use to other Members/Residents, and the Owners of both Manors agree to the proposed Alteration; or

G. The proposed Alteration would include an enclosure that extends into the third (vertical) dimension of the Mutual's general Common Area and meets the requirements of Step 5.F, above.

**Go to Step 7.**

**STEP 7: Staff Will Notify the Member If The Application Is Approved or Denied.**

Whether Staff decides to approve the Application as a Standard Alteration, or the Committee or the Board decides to approve or, for any reason, to deny any part or all of the Application for a proposed Alteration, Staff will notify the applicant Member of the decision, within 60 days after the notice of the Application's completeness was mailed, in accordance with the Mutual's Governing Documents, except in cases where a shorter notice applies pursuant to statute, in which case, notice shall be provided within such statutory timeframe.

A. If the Application is denied, that notification will include any necessary information about the Member's right to appeal the Committee's decision to the Board for reconsideration, along with a brief description of the reasons for the Committee's denial of the Application.



B. If the Application is approved, that notification will include the Consent for Manor Alterations, the Alteration Conditions of Approval, and the Common Area Agreement, if applicable. **Go to Step 8.**

**STEP 8: Staff Will Monitor the Construction of the Alteration to Confirm That It Conforms to the Terms of the Mutual's Manor Alterations Permit.**

After the Manor Alterations Permit is issued, Staff will prepare and have posted or emailed/mailed to the last known mailing address on file, a Neighbor Courtesy Notice of Alterations to inform neighbors of the approved Alteration. The Notice gives neighbors information on the Alteration and the Mutual's policies regarding noise, parking, and the prohibition of dumping construction materials in the Mutual's dumpsters.

When construction is complete, Staff will inspect the completed Alteration for consistency with the Application and architectural plans, Conditions of Approval, Architectural Standards, and Mutual Alteration policies. When the Alteration has met all Alteration approval requirements, Staff will issue the final approval certificate for the Alteration.

## **APPENDIX 1**

### **SEND NEIGHBOR AWARENESS NOTICE TO OWNERS OF AFFECTED MANORS.**

A. In the case of all Applications where the Owner(s) of a neighboring Manor or Manors could be affected by the proposed Alteration ("Affected Manor"), Staff will send, *Via Regular Mail* and e-mail (if available), a Neighbor Awareness Notice to the last known address(es) on file of the record Owner(s) of the Affected Manor(s) notifying them that they may present any concerns they have at the next open meeting of the Committee scheduled for a date not less than ten calendar days after the Neighbor Awareness Notice is mailed.

B. The Committee will hear any comments or objections regarding the proposed Alteration expressed by the Owner(s) of Affected Manors at its monthly Open Sessions and review any written responses to Neighbor Awareness Notices that are submitted by Owner(s) of Affected Manors. The Committee will consider those comments or objections regarding the proposed Alteration by the Owner(s) of the Affected Manors only if those comments or objections are heard in person at the noticed Open Session or received in writing, not later than two (2) business days prior to the noticed Open Session. Otherwise, the Committee will presume that an Owner of an Affected Manor, who does not respond in person or in writing, has no comments or objections regarding the proposed Alteration.

C. The objection by an Owner of an Affected Manor to the proposed Alteration does not necessarily determine whether the Alteration will or will not be approved, inasmuch as the Committee, with recommendation to the Board, has the unilateral right to make that determination. If the Committee determines that the proposed Alteration would cause an unreasonable burden to an Owner of an Affected Manor that cannot be mitigated by conditions of approval, the Committee, subject to endorsement by the Board, will balance the interests of those other Owner(s) against the interests of the Member submitting the Application and determine what is in the best interests of the Third Mutual community.

D. If the Committee, or Board, decides to deny the Application because the Alteration would cause an unreasonable burden to an Owner of an Affected Manor and would not be in the best interests of the Third Laguna Hills Mutual community, then Staff will notify the Applicant in accordance with Step 7, above.

## **APPENDIX 2**

### **DEFINITIONS**

**Affected Manor** is defined generally as any neighboring Manor that is within 150 feet of the proposed Alteration, and from any part of which the proposed Alteration could be seen once the Alteration is made or constructed as proposed, or any neighboring Manor that is close enough to the Manor where the proposed Alteration would be made or constructed such that the residents of the neighboring Manor could be affected by any noise, dust, odors, etc., caused by the making or construction of the proposed Alteration.

**Alteration** is defined generally as any structural change to the interior of a Manor, its mechanical systems or the structural integrity of the building; or any physical, structural or cosmetic change to the exterior of a Manor, including the Separate Interest, Exclusive Use Common Area, adjacent general Common Area, or any prior grant of Exclusive Use of Common Area. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article X, Architectural Control Committee, dated April 11, 1988*. See also California Civil Code §4765 and successor statutes as applicable.

**Application** is defined generally as a written request submitted by a Member to Staff or the Committee, in a form required by the Mutual's Governing Documents, to make an Alteration to the Manor, including the Separate Interest, Exclusive Use Common Area, adjacent general Common Area, or any prior grant of Exclusive Use of Common Area. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article X, Architectural Control Committee, dated April 11, 1988*. See also California Civil Code §4765 and successor statutes as applicable.

**Board** is defined generally as the Mutual's Board of Directors, elected or appointed as applicable as provided in the Mutual's corporate Bylaws. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 5, and Article X, Architectural Control Committee, dated April 11, 1988*. See also California Civil Code §4765 and successor statutes as applicable.

**Committee** is defined generally as the Mutual's Architectural Control and Standards Committee, which the Board has appointed and charged to oversee and maintain the Mutual's established standards of conformity, harmony and structural integrity of the internal and external design of the existing residential structures within the Mutual's condominium community. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 2, and Article X, Architectural Control Committee, dated April 11, 1988*. See also California Civil Code §4765 and successor statutes as applicable.



**Common Area** is defined generally as the entire condominium project, except the Separate Interests.<sup>4</sup> See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 9, dated April 11, 1988*. See also California Civil Code §4095 and successor statutes as applicable.

**Common Area Agreement** is defined generally as a recordable agreement between the Mutual and a Member regarding Exclusive Use of Common Area.

**Condominium** is defined generally as an ownership interest in real property consisting of a Separate Interest, a related Exclusive Use Common Area, and an undivided real estate interest in the condominium project's general Common Area. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 11, dated April 11, 1988*. See also California Civil Code §4125 and successor statutes as applicable.

**Condominium Plan** is defined generally as the original condominium plan that was recorded with each of the original CC&Rs of the 59 individual Homeowner Associations, which were merged into the Third Laguna Hills Mutual. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 29, dated April 11, 1988*. See also California Civil Code §4120 and successor statutes as applicable.

**Covenants, Conditions and Restrictions** or “**CC&Rs**” is defined generally as the essentially identical “Amended and Restated Declaration of Covenants, Conditions and Restrictions” of the 59 original Projects’ Mutual Homeowner Associations, which were merged into the Third Laguna Hills Mutual on or about April 11, 1988. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, dated April 11, 1988*. See also California Civil Code §4135 and successor statutes as applicable.

**de minimus and necessary** is defined generally to mean a maximum of several square feet, as necessary and appropriate to accommodate for example a heating unit, an air conditioning unit, or similar equipment necessary to the habitability of a Member’s Manor. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article XXII, dated April 11, 1988*. See also California Civil Code §4215 and successor statutes as applicable.

**Exclusive Use Common Area** or **Limited Common Area** is defined generally as a portion of the Mutual's Common Area that is designated as such on the original Project’s Condominium Plan and intended for the exclusive use of one or more, but

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4/ In a condominium project such as the Mutual, each Member owns, as tenant in common with the other Members, an undivided real estate interest in the general Common Area. See California Civil Code §§4125, 4500 and successor statutes as applicable. The Common Area is not owned by the Mutual, even though the Mutual does have certain management and maintenance rights and responsibilities regarding the general and Exclusive Use Common areas, as described in the Condominium Declaration of each of the 59 original mutual homeowner associations, which have subsequently been merged into the one Third Laguna Hills Mutual. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article IV, Management, dated April 11, 1988*.

fewer than all, of the owners of the Separate Interests, and is usually adjacent to the Separate Interest (Manor), including individually assigned carports.<sup>5</sup> See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article VII, Limited Common Areas, dated April 11, 1988*. See also California Civil Code §4145 and successor statutes as applicable.

**Governing Documents** is defined generally as the Mutual's Articles of Incorporation; Corporate Bylaws; Amended and Restated Declaration of Covenants, Conditions and Restrictions; Condominium Plan; and Operating Rules, all of which govern the Condominium. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 21, dated April 11, 1988*. See also California Civil Code §§4150, 4135, 4120, 4250, 4280, 4285, 4340, 4350 and successor statutes as applicable.

**Manor** is defined generally as a Member's residential living space, including the Member's Separate Interest or Unit, and any Exclusive Use Common Area or Limited Common Area assigned or appurtenant to that Separate Interest or Unit. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article 1, Definitions, Section 40, "Unit", dated April 11, 1988*. See also California Civil Code §4145, "Exclusive Use Common Area and §4185, "Separate Interest", and successor statutes as applicable.

**Member** is defined generally as each person entitled to membership in the Mutual as provided in the Governing Documents. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article 1, Definitions, Section 24, dated April 11, 1988*. See also California Civil Code §4160 and successor statutes as applicable.

**Mutual** is defined generally as the Third Laguna Hills Mutual, a California non-profit mutual benefit corporation, the successor by merger to Laguna Hills Mutual No's 22 through 84, but excluding No's 50, 67, 76 and 79. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article 1, Definitions, Section 26, dated April 11, 1988*. See also California Civil Code §4800 and successor statutes as applicable.

**Neighbor Awareness Notice** is defined generally as a notice sent, *Via Regular Mail* and e-mail (when available), by Staff to the Owner(s) of any Affected Manor notifying them that an Application to make an Alteration to a neighboring Manor has been filed and that any comments or objections they may have to the proposed Alteration can be made in person or in writing to the Committee.

**Operating Rules** is defined generally as the rules and procedures adopted from time to time by the Mutual's Board, including, but not limited to, the Mutual's Architectural Review Procedures and Architectural Alteration Standards. See e.g., *Laguna Hills*

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5/ In the Third Laguna Hills Mutual, the Exclusive Use Common Areas appurtenant to each Manor were established by the Condominium Plans of the 59 original Projects, which were developed in phases over several years. Those Plans were filed with the California Bureau of Real Estate and recorded with the Orange County Clerk/Recorder as those Projects were phased in by the original developer, Rossmoor Corporation, and its successor, Oaklawn Homes, Inc.

*Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article X, Architectural Control Committee, dated April 11, 1988. See also California Civil Code §§4340, 4350 and successor statutes as applicable.*

**Owner** is defined generally as the person or persons, partnership, trust, or corporation, and their successors and assigns, in whom title to a Condominium is vested, but does not include a holder of a mortgage or other security interest. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 28, dated April 11, 1988.*

**Project** is defined generally as one of the original Laguna Hills Mutual Projects, No's 22 through 84, but excluding No's 35, 78, 79 and 80. All of those Projects have been merged into the Third Laguna Hills Mutual for administrative purposes, but each of those Projects has retained separate CC&Rs, Plat Maps, Condominium Plans, and Legal Descriptions. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 30, dated April 11, 1988.*

**Resident** is defined generally as "the Qualifying Resident and each Co-occupant who resides in the same Unit." See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article 1, Definitions, Section 35, dated April 11, 1988.*

**Separate Interest** or **Unit** is defined generally as the airspace within the walls of an individual Manor, but includes also the doors; windows; kitchen, bathroom and lighting fixtures; and utility installations, such as hot water heaters and space heaters. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 40, dated April 11, 1988. See also California Civil Code §4185 and successor statutes as applicable.*

**Standards** or **Third Architectural Alteration Standards** is defined generally as a series of written architectural standards that have been previously considered and pre-approved by the Committee and the Board as applicable generally to Alterations made to any Manor within the Mutual, or sometimes specifically applicable only to certain Manor floor plans. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article X, Architectural Control Committee, Section 1, Clause (e), dated April 11, 1988. See also California Civil Code §4765 and successor statutes as applicable.*

**Variance Request** is defined generally as an Application by an Owner to make a Manor Alteration that, for whatever reason, does not meet all the requirements of the applicable Standards and Mutual and Staff policies that have previously been pre-approved by the Committee and the Board, and therefore must be considered as a unique Application by the Committee and, if denied, by the Board. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article X, Architectural Control Committee, dated April 11, 1988. See also California Civil Code §4765 and successor statutes as applicable.*



## **DECISION TREE**

**Procedure for the  
Third Mutual Board of Directors,  
Architectural Control and Standards Committee,  
And the Alteration Division Staff**

**When Considering Applications for  
Mutual Consent for Manor Alterations  
For  
Standard Alterations & Variance Requests**

**November, 2018**

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## **INTRODUCTION**

This "Decision Tree" is an outline of the criteria that the Village Management Services Alterations Division ("Staff"), the Architectural Control and Standards Committee ("Committee") and the Board of Directors ("Board") of the Third Laguna Hills Mutual ("Mutual") will use when reviewing, considering and approving or denying an application ("Application") to make an alteration ("Alteration") to a Mutual Member's ("Member") individual Manor ("Manor"), pursuant to the Mutual's Governing Documents and applicable law. These criteria apply to an Application where the proposed Alteration would be:

- A. within the Separate Interest of the Member's Manor;
- B. to, upon, or within the Manor's Exclusive Use Common Area; or
- C. upon or over the Mutual's General Common Area.

## **DEFINITIONS**

The capitalized terms appearing in the following text, are defined in more detail in Appendix 2, *Definitions*, to this document, in the Mutual's CC&Rs and the Mutual's Condominium Plan.

### **STEP 1: Staff Review of Application for Compliance with the Mutual's Standards and Mutual and Staff Policies.**

A Member who wants to submit a Manor Alteration Application should call or make an appointment with the Alterations Division. Members should make sure they are up to date on fees and assessments; no applications will be accepted if a Member is behind in payment obligations to the Mutual. Staff will check the Mutual's corporate records to determine if the Member is delinquent in paying fines, fees or assessments. If so, Staff will inform the Member that the delinquencies need to be resolved prior to submitting the Alteration Application.

Staff will review the Application with the Member to determine if the Application and the architectural plans for the Alteration are complete and if the proposed Alteration would comply with the Third Architectural Alteration Standards ("Standards").

A. If Staff determines that the Application or architectural plans are not complete, the Application will be returned to the Member with a written notification for additional information.

B. If Staff or the Committee determines that the Application requests an Alteration where a previous alteration was approved on the condition that further alterations would not be approved, the Application will be returned to the Member with an explanation of why it cannot be considered.

C. If Staff determines that:

- (1) the Application is complete; and
- (2) the Application can be considered because there is no record that a prior alteration was approved on the condition that further alterations would not be approved; and
- (3) the proposed Alteration, as described in the complete Application and architectural plans, would meet all of the requirements of the Standards and other approved Mutual and Staff Policies; and



(4) the Member is not delinquent in the payment of fines, fees and/or assessments;

Staff will then send a notice of the Application's completeness to the Member.

D. If Staff's field investigation into the Application confirms that the Alteration meets all of the requirements of the Standards and other approved Mutual and Staff Policies, and would not negatively affect the Owner(s) of a neighboring Manor, Staff will process the Application as a Standard Request and approve the Application within sixty (60) days of sending the notice of the Application's completeness. **Go to Step 7.**

E. If Staff determines that the proposed Alteration does not meet all of the requirements of the Standards and other approved Mutual and Staff Policies, or could affect the Owner(s) of a neighboring Manor, or could require a Covenant that Runs with the Land, then Staff will process the Application as a Variance Request and prepare a report with recommendations to the Committee. Staff will also send a Neighbor Awareness Notice to the Owner of any Affected Manor, and schedule an Open Session meeting before the Committee. **Go to Step 2.**

**STEP 2: Determine whether the proposed Variance Request would be located within the Manor's Separate Interest; would be upon, or within the Manor's Exclusive Use Common Area; or would be upon or over the Mutual's General Common Area.**

A. If Staff or the Committee determines that the proposed Alteration would be constructed entirely within the Manor's Separate Interest; **go to Step 3.**

B. If Staff or the Committee determines that the proposed Alteration would be constructed entirely or partially in, upon, or within the Manor's Exclusive Use Common Area; **go to Step 4.**

C. If Staff or the Committee determines that the proposed Alteration would be constructed entirely or partially upon or over the Mutual's general Common Area, it will be referred to the Committee; **go to Step 5.**

**STEP 3: Variance Request Application for a Manor Alteration to be constructed entirely within the Manor's Separate Interest.**

If the proposed Alteration would be constructed entirely within the Manor's Separate Interest, but Staff determines that the Application would not fully comply with the Standards and other approved Staff and Mutual Policies in Step 1, Staff and the Committee will review the circumstances surrounding the Application as a Variance Request.

A. If after further review, Staff and the Committee determine that the proposed Alteration would not impair the structural integrity or mechanical systems of the surrounding building or lessen its support, the Committee may, but is not required to, approve the Application, or the Committee may approve the Application conditional upon the non-conformance being corrected. **Go to Step 7.**

B. If the proposed Alteration would be to facilitate access to the Manor by persons with a physical disability, or to alter existing conditions which could be hazardous to such persons, the Committee may approve the Application, in accordance with the requirements of statute and federal and state fair housing laws. **Go to Step 7.**

C. If the proposed Alteration would not satisfy any of the foregoing conditions in this Step 3, then the Committee should deny the Application. **Go to Step 7.**

**STEP 4: Variance Request Application for a Manor Alteration to be constructed entirely or partially within the Manor's Exclusive Use Common Area.**

If the proposed Alteration would be constructed entirely or partially within the Manor's Exclusive Use Common Area, the Application will be processed as a Variance Request.

A. If after further review, Staff determines that the proposed Alteration would be constructed on common area that had previously been granted as exclusive use common area and the proposed alteration does not augment, enlarge, or change the construction, purpose, or use of the previously approved alteration (like-for-like), Staff will revert to processing the Application as a Standard Alteration. **Go to Step 1.**

B. If after further review, Staff determines that the proposed Alteration would be constructed on common area that had previously been granted as exclusive use common area and the proposed alteration is not like-for-like, Staff and the Committee will investigate the circumstances surrounding the Application as a Variance Request.

C. If the Committee determines that the proposed Alteration would be to facilitate access to the Manor by persons with a physical disability, or to alter existing conditions which could be hazardous to such persons, the Committee may approve the Application. **Go to Step 6.**

D. If after further review, Staff and the Committee determine that the proposed Alteration would not impair the structural integrity or mechanical systems of the surrounding building or lessen its support, the Committee may, but is not required to, approve the Application, or the Committee may approve the Application conditioned upon the non-conformance being corrected. **Go to Step 6.**

E. If the proposed Alteration would not satisfy any of the foregoing conditions in this Step 4, then the Committee should deny the Application. **Go to Step 7.**

**STEP 5: Application for a Manor Alteration to be Constructed Entirely or Partially Upon or Over the Mutual's General Common Area or previously approved Common Area for Exclusive Use, Will Be Processed as a Variance Request.**

If Staff determines that the proposed Alteration would be constructed entirely or partially upon or over any of the Mutual's general Common Area, or previously approved Common Area for Exclusive Use, Staff and the Committee will consider the Application as a Variance Request. **The Committee will review the request for an Alteration on Common Area on a case-by-case basis:**

Staff and the Committee will investigate the circumstances surrounding the Application, and the Committee will refer the Application to the Board if necessary, which may, but is not obligated to, approve the Application.

A. If the proposed Alteration would be to facilitate access to the Manor by persons with a physical disability, or to alter existing conditions which could be hazardous to such persons, the Committee may approve the Application, in accordance with the requirements of statute and federal and state fair housing laws. **Go to Step 7.**

C. If the proposed Alteration would not satisfy any of the foregoing conditions in this Step 5, then the Committee shall deny the Application. **Go to Step 7.**

**STEP 6: Circumstances When the Mutual Will Require a Recordable Common Area Agreement.**

Before final approval for any proposed Alteration to, on, or within a Manor's Exclusive Use Common Area, or upon or over the Mutual's General Common Area, the Mutual will require that the Applicant execute a recordable Covenant that Runs with the Land. **Go to Step 7.**

**STEP 7: Staff Will Notify the Member If The Application Is Approved or Denied.**

Whether the Application for an Alteration is approved or denied, in full or in part, Staff will notify the applicant Member of the decision, within sixty (60) days after the notice of the Application's completeness was mailed, in accordance with the Mutual's Governing Documents (unless otherwise required by statute).

A. If the Application is denied, if applicable, that notification will include any necessary information about the Member's right to appeal the Committee's decision to the Board for reconsideration.

B. If the Application is approved, that notification will include any Standard Manor Alteration Conditions of Approval and the Common Area Agreement, if applicable. **Go to Step 8.**

**STEP 8: Staff Will Monitor the Construction of the Alteration to Confirm That It Conforms to the Terms of the Mutual's Manor Alterations Permit.**

After the Manor Alterations Mutual Consent is issued, Staff will prepare and have posted or emailed/mailed to the last known mailing address on file, a Neighbor Courtesy Notice of Alterations to inform neighbors of the approved Alteration. The Notice gives neighbors information on the Alteration and the Mutual's policies regarding noise, parking, and the prohibition of dumping construction materials in the Mutual's dumpsters.

When construction is complete, Staff will inspect the completed Alteration for consistency with the Application and architectural plans, Conditions of Approval, Architectural Standards, and Mutual Alteration policies. When the Alteration has met all Alteration approval requirements, including City permits, Staff signs the final approval for the Alteration.



## **APPENDIX 1**

### **SEND NEIGHBOR AWARENESS NOTICE TO OWNERS OF AFFECTED MANORS.**

A. In the case of all Applications where the Owner(s) of a neighboring Manor or Manors could be affected by the proposed Alteration ("Affected Manor"), Staff will send, *Via Regular Mail* and e-mail (if available), a Neighbor Awareness Notice to the last known address(es) on file of the record Owner(s) of the Affected Manor(s) notifying them that they may present any concerns they have at the next open meeting of the Committee scheduled for a date not less than ten (10) calendar days after the Neighbor Awareness Notice is mailed.

B. The Committee will hear any comments or objections regarding the proposed Alteration expressed by the Owner(s) of Affected Manors at its monthly Open Sessions and review any written responses to Neighbor Awareness Notices that are submitted by Owner(s) of Affected Manors. The Committee will consider those comments or objections regarding the proposed Alteration by the Owner(s) of the Affected Manors only if those comments or objections are heard in person at the noticed Open Session or received in writing, not later than two (2) business days prior to the noticed Open Session. Otherwise, the Committee will presume that an Owner of an Affected Manor, who does not respond in person or in writing, has no comments or objections regarding the proposed Alteration.

C. The objection by an Owner of an Affected Manor to the proposed Alteration does not necessarily determine whether the Alteration will or will not be approved, inasmuch as the Committee, with recommendation to the Board, has the unilateral right to make that determination. If the Committee determines that the proposed Alteration would cause an unreasonable burden to an Owner of an Affected Manor that cannot be mitigated by conditions of approval, the Committee, subject to endorsement by the Board, will balance the interests of those other Owner(s) against the interests of the Member submitting the Application and determine what is in the best interests of the Third Mutual community.

D. If the Committee, or Board, decides to deny the Application because the Alteration would cause an unreasonable burden to an Owner of an Affected Manor and would not be in the best interests of the Third Laguna Hills Mutual community, then Staff will notify the Applicant in accordance with Step 7, above.

## **APPENDIX 2**

### **DEFINITIONS**

***Affected Manor*** is defined generally as any neighboring Manor that is within one hundred and fifty (150) feet of the proposed Alteration, and from any part of which the proposed Alteration could be seen once the Alteration is made or constructed as proposed, or any neighboring Manor that is close enough to the Manor where the proposed Alteration would be made or constructed such that the residents of the neighboring Manor could be affected by any noise, dust, odors, etc., caused by the making or construction of the proposed Alteration.

***Alteration*** is defined generally as any structural change to the interior of a Manor, its mechanical systems or the structural integrity of the building; or any physical, structural or cosmetic change to the exterior of a Manor, including the Separate Interest, Exclusive Use Common Area, adjacent general Common Area, or any prior grant of Exclusive Use of Common Area.

***Application*** is defined generally as a written request submitted by a Member to Staff or the Committee, in a form required by the Mutual's Governing Documents, to make an Alteration to the Manor, including the Separate Interest, Exclusive Use Common Area, adjacent general Common Area, or any prior grant of Exclusive Use of Common Area.

***Board*** is defined generally as the Mutual's Board of Directors, elected or appointed as applicable as provided in the Mutual's corporate Bylaws.

***Committee*** is defined generally as the Mutual's Architectural Control and Standards Committee, which the Board has appointed and charged to oversee and maintain the Mutual's established standards of conformity, harmony and structural integrity of the internal and external design of the existing residential structures within the Mutual's condominium community.

***Common Area*** is defined generally as the entire condominium project, except the Separate Interests.

***Common Area Agreement*** is defined generally as a recordable agreement/covenant between the Mutual and a Member regarding Exclusive Use of Common Area.

***Condominium*** is defined generally as an ownership interest in real property consisting of a Separate Interest, a related Exclusive Use Common Area, and an undivided real estate interest in the condominium project's general Common Area.

***Condominium Plan*** is defined generally as the original condominium plan that was recorded with each of the original CC&Rs of the fifty-nine (59) individual Homeowner Associations, which were merged into the Third Laguna Hills Mutual.

***Covenants, Conditions and Restrictions*** or "***CC&Rs***" is defined generally as the essentially identical "Amended and Restated Declaration of Covenants, Conditions and Restrictions" of the fifty-nine (59) original Projects' Mutual Homeowner Associations, which were merged into the Third Laguna Hills Mutual on or about April 11, 1988.

***de minimus and necessary*** is defined generally to mean a maximum of several square feet, as necessary and appropriate to accommodate for example a heating unit, an air

conditioning unit, or similar equipment necessary to the habitability of a Member's Manor.

**Exclusive Use Common Area** or **Limited Common Area** is defined generally as a portion of the Mutual's Common Area that is designated as such on the original Project's Condominium Plan and intended for the exclusive use of one or more, but fewer than all, of the owners of the Separate Interests, and is usually adjacent to the Separate Interest (Manor), including individually assigned carports.

**Governing Documents** is defined generally as the Mutual's Articles of Incorporation; Corporate Bylaws; Amended and Restated Declaration of Covenants, Conditions and Restrictions; Condominium Plan; and Operating Rules, all of which govern the Condominium.

**Manor** is defined generally as a Member's residential living space, including the Member's Separate Interest or Unit, and any Exclusive Use Common Area or Limited Common Area assigned or appurtenant to that Separate Interest or Unit.

**Member** is defined generally as each person entitled to membership in the Mutual as provided in the Governing Documents.

**Mutual** is defined generally as the Third Laguna Hills Mutual, a California non-profit mutual benefit corporation, the successor by merger to Laguna Hills Mutual No's 22 through 84, but excluding No's 50, 67, 76 and 79.

**Neighbor Awareness Notice** is defined generally as a notice sent, *Via Regular Mail* and e-mail (when available), by Staff to the Owner(s) of any Affected Manor notifying them that an Application to make an Alteration to a neighboring Manor has been filed and that any comments or objections they may have to the proposed Alteration can be made in person or in writing to the Committee.

**Operating Rules** is defined generally as the rules and procedures adopted from time to time by the Mutual's Board, including, but not limited to, the Mutual's Architectural Review Procedures and Architectural Alteration Standards.

**Owner** is defined generally as the person or persons, partnership, trust, or corporation, and their successors and assigns, in whom title to a Condominium is vested, but does not include a holder of a mortgage or other security interest.

**Project** is defined generally as one of the original Laguna Hills Mutual Projects, No's 22 through 84, but excluding No's 35, 78, 79 and 80. All of those Projects have been merged into the Third Laguna Hills Mutual for administrative purposes, but each of those Projects has retained separate CC&Rs, Plat Maps, Condominium Plans, and Legal Descriptions.

**Resident** is defined generally as "the Qualifying Resident and each Co-occupant who resides in the same Unit."

**Separate Interest** or **Unit** is defined generally as the airspace within the walls of an individual Manor, but includes also the doors; windows; kitchen, bathroom and lighting fixtures; and utility installations, such as hot water heaters and space heaters.

**Standards** or **Third Architectural Alteration Standards** is defined generally as a series of written architectural standards that have been previously considered and pre-approved by the Committee and the Board as applicable generally to Alterations made



to any Manor within the Mutual, or sometimes specifically applicable only to certain Manor floor plans.

***Variance Request*** is defined generally as an Application by an Owner to make a Manor Alteration that, for whatever reason, does not meet all the requirements of the applicable Standards and Mutual and Staff policies that have previously been pre-approved by the Committee and the Board, and therefore must be considered as a unique Application by the Committee and, if denied, by the Board.