



OPEN MEETING

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

**Thursday, May 17, 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 Agenda
4. Approval of Meeting Report for April 19, 2018
5. Committee 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.

None.

Items for Discussion and Consideration:

8. 704-B (Valencia, 9) - Non-Standard Entry Door, Bathroom Split and Enclose Atrium
9. 707-B (Granada, 10A) - Room Addition on Front Patio
10. Review Architectural Standard 10 – Dishwasher
11. Review Architectural Standard 11 – Doors (Exterior)
12. Review and Discuss Rescinding Architectural Standard 21: Patio Covers, Wood and Discuss Alternative Materials
13. Review and Discuss Dumpster Policy
14. Review and Discuss Updated Resale Inspections Policy

Reports:

None.

Items for Future Agendas

Concluding Business:

- 15. Committee Member Comments
- 16. Date of Next Meeting - May 17, 2018
- 17. Adjournment

Janey Dorrell, Chair
Kurt Wiemann, Staff Officer
Eve Morton, Alterations Coordinator: 949-268-2565



OPEN MEETING

REGULAR MEETING OF THE UNITED LAGUNA WOODS MUTUAL ARCHITECTURAL CONTROL AND STANDARDS COMMITTEE

Thursday, April 19, 2018 – 9:30 a.m.

**Laguna Woods Village Community Center Sycamore Room
24351 El Toro Road**

REPORT

COMMITTEE MEMBERS PRESENT: Janey Dorrell - Chair, Don Tibbetts, Gary Morrison, Juanita Skillman, Cash Achrekar

DIRECTORS PRESENT: Manny Amendariz

COMMITTEE MEMBERS ABSENT: Advisor Kay Anderson

ADVISORS PRESENT: Mike Mehrair, Walt Ridley, Ken Deppe

STAFF PRESENT: Kurt Wiemann, Gavin Fogg, Eve Morton

1. Call to Order

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

2. Acknowledgement of Media

No media were present.

3. Approval of the Agenda

Director Achrekar made a motion to approve the agenda. Director Morrison seconded. The Committee was in unanimous support.

4. Approval of the Report for March 15, 2018

The report was approved without objection.

5. Committee Chair Remarks

None

6. Member Comments

None

7. Department Head Update

Mr. Wiemann reported that Staff is stepping up enforcement on unlicensed contractors and are working on updating processes for asbestos cleanup.

Staff was directed to put a link to the United Architectural Floor Plans in the Alterations section of the Village website

Consent:

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

Items for Discussion and Consideration:

8. 124-B (Majorca, 8B) - Retain Wooden Patio Cover

Director English made a motion to deny the request to retain the wooden patio cover, have Staff photograph an aluminum cover at 929-A, and bring those photographs to the next meeting to discuss alternate materials and brands of patio covers. The motion passed with a vote of 3 to 1 in favor.

9. Review Architectural Standard 7 – Satellite Dishes

Director Morrison made motion to approve the revised Standard and forward to the Board. Director English seconded. The motion passed with a unanimous vote.

Review Architectural Standard 8 – Patio Block Walls

Director Morrison made motion to approve the revised Standard and forward to the Board. Director English seconded. The motion passed with a unanimous vote.

10. Discuss and Review the Unoccupied Unit Policy

Staff was asked to add to both the resolution and the Staff Report that if key is not provided to gain entrance to an unoccupied unit, a locksmith will be used to gain entrance for inspections and the Member will be billed for that cost.

Director Achrekar made a motion to resubmit this updated policy to the Board and include additional information regarding proposed cost of staff time. Director English seconded. The motion passed with a unanimous vote.

Staff was asked to change “vacant Manor” to “unoccupied unit” throughout the Staff Report and proposed resolution.

11. Discuss and Review the Current Damage Restoration Policy

A motion was made by Director English to have Staff revisit the current policy for the next meeting in order to clarify current procedures and detail on how the policy works so Members are clear on the policy. Director Achrekar seconded. The motion passed with a unanimous vote.

President Skillman requested that the age of the old policy be included in future Staff Reports.

Reports:

None

Items for Future Agendas

Updated Resale Inspection Policy

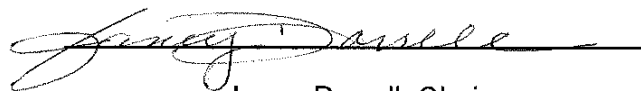
Concluding Business:

12. Committee Member Comments

Several comments were made.

13. Date of Next Meeting - May 17, 2018

14. Adjournment at 11:00 a.m.



Janey Dorrell, Chair
Kurt Wiemann, Staff Officer
Eve Morton, Alterations Coordinator 268-2565



STAFF REPORT

DATE: May 17 2018
FOR: Architectural Control and Standards Committee
SUBJECT: Variance Request: Mr. Michael Harrity of 704-B (Valencia, 9)
Non-Standard Entry Door, Bathroom Split and Enclose Atrium

RECOMMENDATION

Staff recommends the Board approve the request for the non-standard entry door, bathroom split and atrium enclosure with the conditions as stated in Appendix A.

BACKGROUND

Mr. Harrity of 704-B Avenida Sevilla, a Valencia style unit, requests Board approval of a variance to replace the existing original entry door with a non-standard door with side-lite. Due to the proposed door being smaller than the existing opening, a variance is required.

Mr. Harrity also proposes to split the existing bathroom into two bathrooms. Due to the proposed bathroom split differing from Standard Plan 39, a variance is required.

Finally, Mr. Harrity is proposing to enclose the atrium that shares a common wall with Unit A, the adjacent unit. Policy requires all common wall atrium enclosures to be reviewed by the Architectural Control and Standards Committee prior to Mutual Consent being granted.

Plans and specifications have been submitted for review (Attachment 1).

DISCUSSION

Mr. Harrity proposes to replace the existing 5' wide by 7'6" tall double entry doors with a standard 36" wide door with 12" sidelight, leaving a finished 4' wide opening with by 6'8" tall single door. The remainder of the opening will be filled in with a wood frame and stucco finish to match the building exterior. The door would be required to meet the existing Mutual Standards for entry doors.

Mr. Harrity also proposes to split the existing single bathroom into an en suite for the master bedroom and a second bathroom with access from the hallway. The closet in the master bedroom would be relocated to the adjacent wall and measure 11' wide and 28" deep from floor to ceiling. The bathroom split would also accommodate the installation of a washer and dryer which is required by building code to be connected to a 3" waste line.

Standard Plan 39 (Valencia, Bathroom Split) includes reducing the hallway width to accommodate a washer and dryer; Mr. Harrity proposes to extend the second bathroom to the same width. The entire hallway is proposed to measure 3'3" wide.

Mr. Harrity also proposes to enclose the atrium using Standard plan 299. Due to the atrium sharing a common wall with the adjacent unit, policy requires Committee review and Board approval prior to a Mutual Consent being issued. Acoustical treatment will be required as a condition of installation. A condition of approval will require registration of the existing second bedroom as a non-sleeping room with the City of Laguna Woods, due to the loss of emergency egress into an open atrium.

Currently, there are no open Mutual Consents for Unit 704-B.

A City of Laguna Woods building permit final would verify compliance with all applicable building codes.

A Neighbor Awareness Notice was sent to Units 704-A, 704-C, 704-D and 703-B on April 20, 2018 due to sharing common walls, having line of sight or being potentially affected during construction.

Double entry doors being converted to single doors have been approved previously at 607-A in June 2017 and 172-H and 2004-D in September 2017.

Bathroom splits have been approved previously at 607-A and 266-D in June 2017, 317-C in July 2017 and 703-B and 413-A in January 2018. Unit 703-B's request also involved increasing the bathroom into the adjacent hallway.

Previous atrium enclosures have been approved at 592-C in July 2010, 607-A in June 2017, 23-A in July 2017 and 599-F in September 2017.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 704-B.

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 Plans

Attachment 2: Variance Request, April 13, 2018

Attachment 3: Photos

Attachment 4: Map

APPENDIX A

CONDITIONS OF APPROVAL

Conditions of Approval:

1. No improvement shall be installed, constructed, modified or altered at Unit **704-B**, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved 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 Shareholder s ("Shareholder ") 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 Alterations has been granted at **704-B for Non-Standard Entry Door, Bathroom Split and Enclose Atrium**, subject to the attached plans stamped approved and is subject to a 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 Shareholder.
3. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Shareholder at 704-B and all future Mutual Shareholders at 704-B.
4. Prior to the issuance of a Mutual Consent for 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.
5. Due to the enclosure of the Atrium, Bedroom 2 must be registered with the City of Laguna Woods as a non-sleeping room.
6. 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.

7. 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 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.
8. Prior to the Issuance of a Mutual Consent for Alterations, **the Shareholder 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 Shareholder. 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 Alterations staff to review.
9. Prior to the issuance of a Mutual Consent for 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 Shareholder 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 Shareholder'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 be repaired at the Mutual's expense prior to installation.
10. 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).
11. All piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations thorough framing.
12. Prior to the issuance of a Mutual Consent for 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 "United Laguna Woods Mutual Color Selections" at Resident Services, located at the Community Center first floor.
13. Shareholder 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. Shareholder 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, damage to Mutual property, and use of Mutual property for storage of equipment or materials without prior approval. Shareholder acknowledges and agrees that all such persons are his/her invitees. Shareholder shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations. Shareholder shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment or other charge levied in connection therewith.
15. Shareholder is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.
16. Shareholder's contractors and other invitees shall travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
17. 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.
18. Prior to the Issuance of a Mutual Consent for Alterations, the Shareholder 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 both a Final Mutual Consent for Alterations and a 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.
19. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Shareholder or the Property, to cover and/or recoup any costs whatsoever, including, but not 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 Shareholder; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Shareholder'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.

20. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Shareholder 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.
21. Any remaining Conformance Deposit is refundable if the Shareholder 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 Shareholder's address of record with the Mutual. Under no circumstances shall Shareholder 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 Shareholder 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.
22. 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>.
23. 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.
24. During construction, both the Mutual Consent for Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
25. 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.
26. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. Any dumpster must be covered and locked at the end of each day. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
27. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
28. The Mutual Consent for Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an

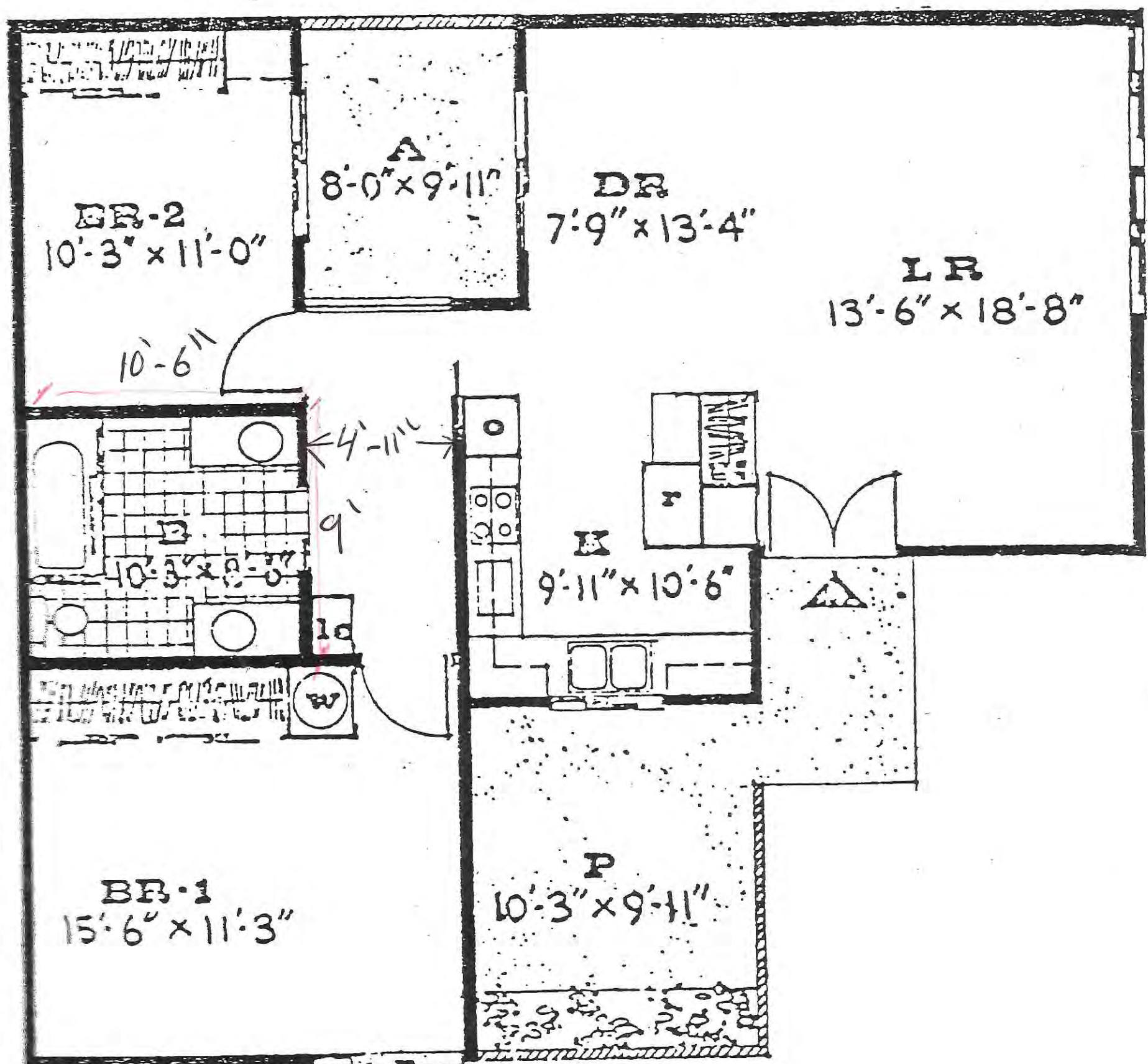
extension. Only one extension for a maximum of an additional six months may be granted.

29. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, unpaid assessments, 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 Shareholder. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
30. Mutual Shareholder shall indemnify, defend and hold harmless United and its officers, directors, committee Shareholders 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 Shareholder's improvements and installation, construction, design and maintenance of same.

704-B Avenida Sevilla

VALENCIA(oid)(9 PLAN)

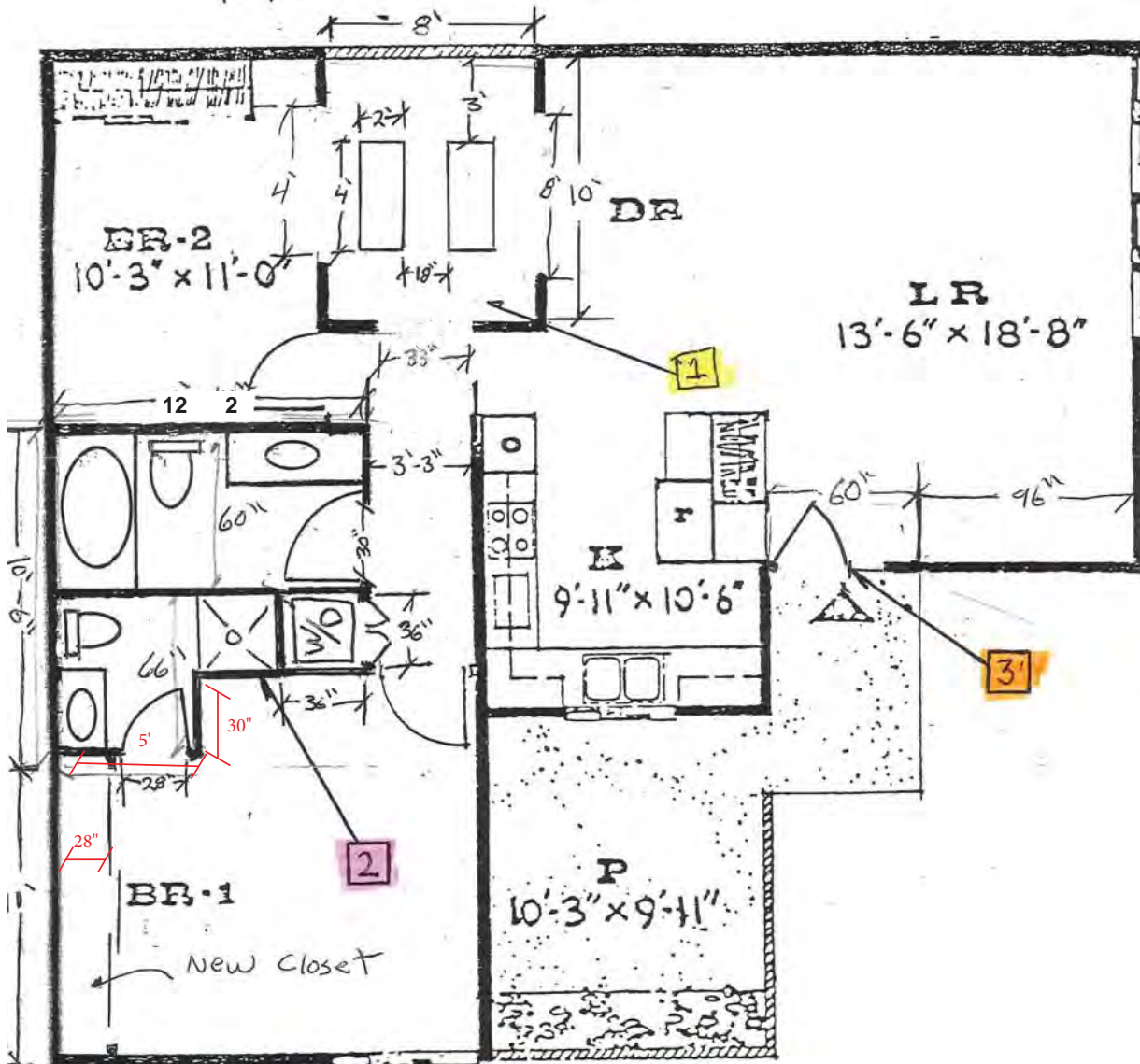
Existing Floor Plan



704-B Avenida Sevilla

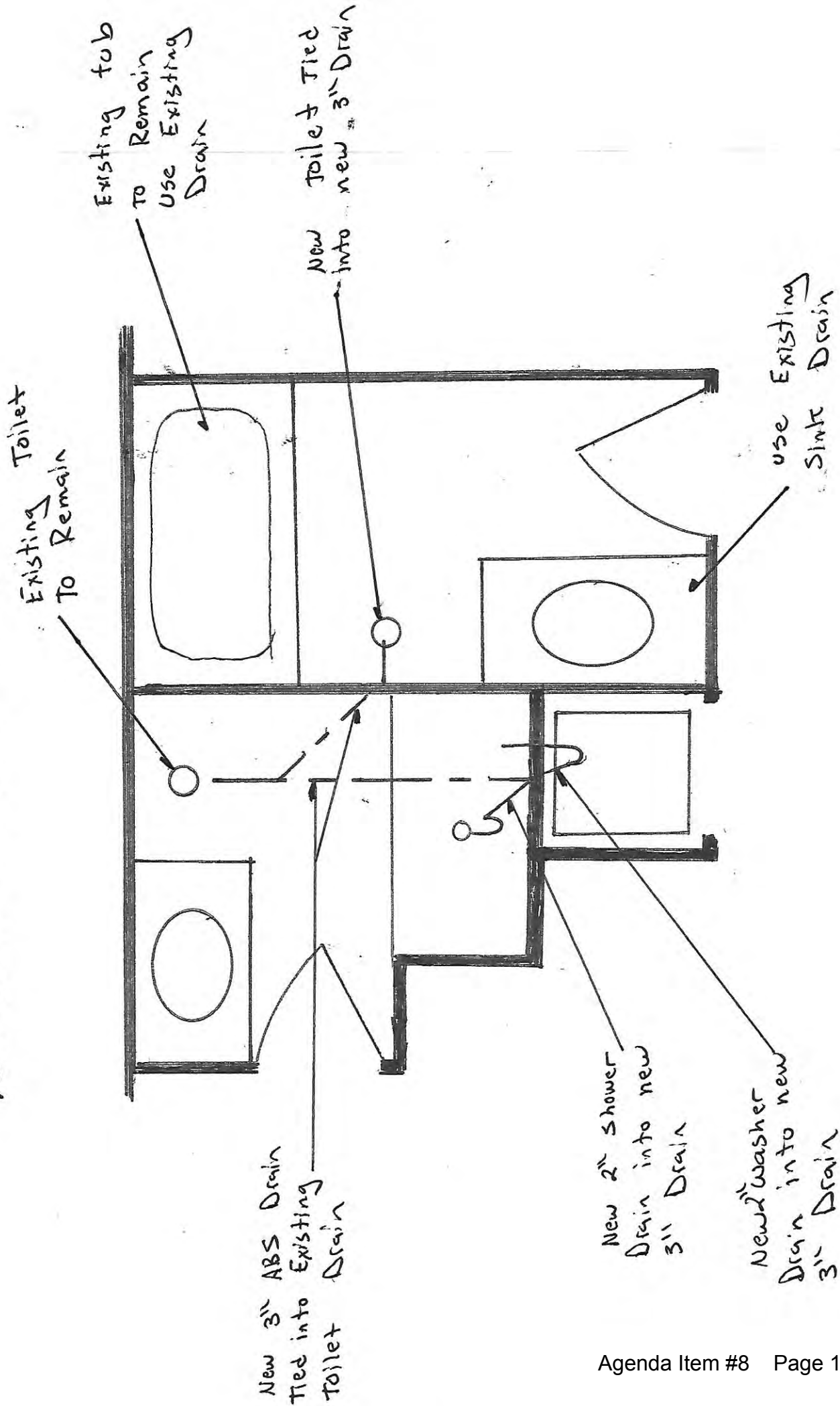
VALENCIA(oid)(9 PLAN)

Proposed Floor Plan



1. Inclose Atrium Per Standard Plan
2. Split Bathroom Two Remodded Bathrooms
3. New Front Entry Door

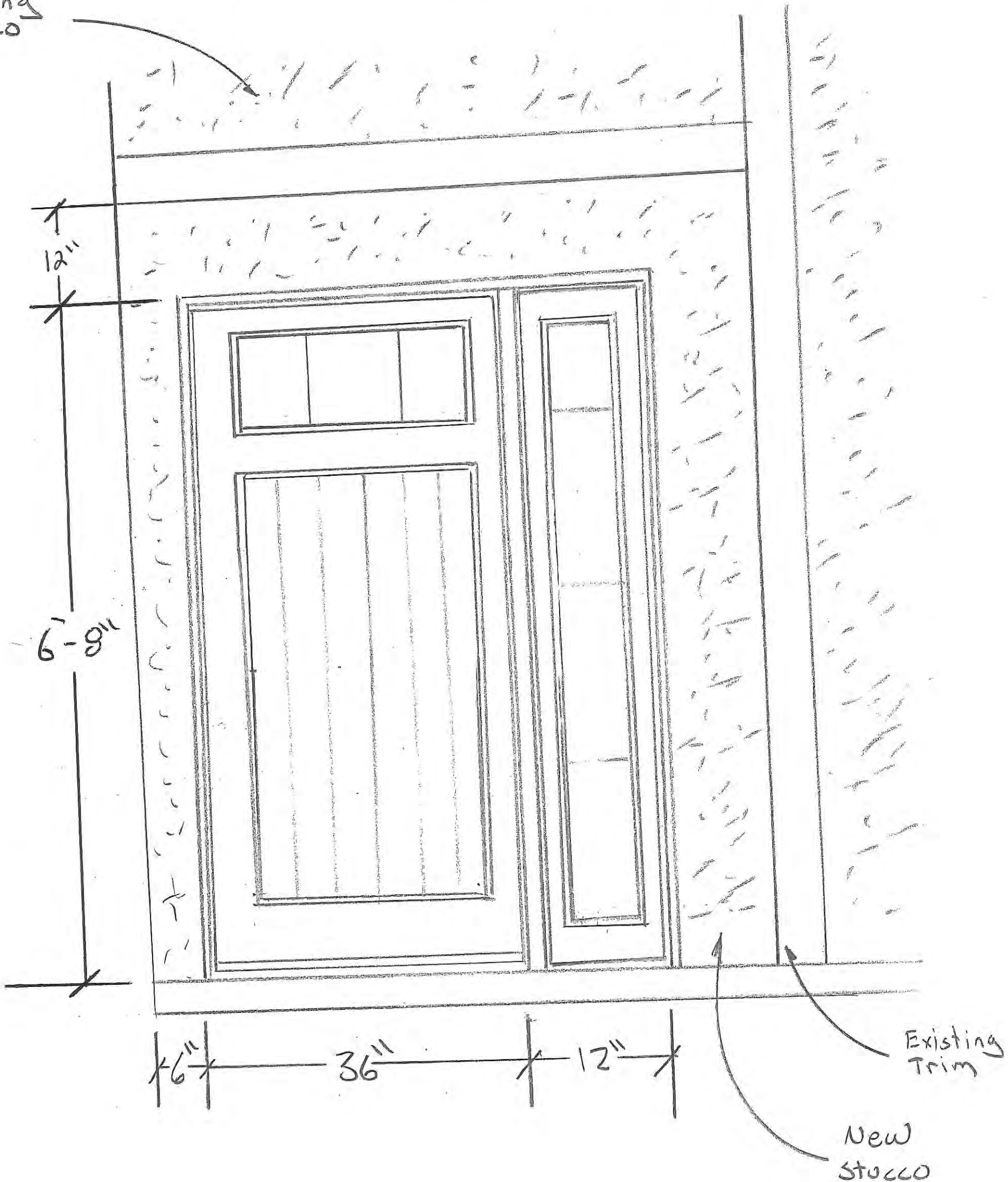
704-B Avenida Sevilla





704-B Avenida Sevilla

Existing
Stucco







Variance Request Form

Model: Valencia	Plan: 9	Date: March 15, 2018
Member Name: Juliette Harrity Raymond	Signature: <i>Juliette Harrity</i>	
Phone: 949-206-1128		

Description of Proposed Variance Request ONLY:

New Front Door - 36" x 80" with side ~~Light~~ 12"
 Enclose Atrium Per Standard Plan
 Split Single Bathroom To Two Bathrooms
 Master Bath and Guest Bath Remodel Both Bath-
 rooms

Dimensions of Proposed Variance Alterations ONLY:

New Front Single Entry Door with side light
 Door 36" x 80", side light 12" x 80" Total: 48" x 80"

RECEIVED BY: *[Signature]* FOR OFFICE USE ONLY
 DATE RECEIVED: 3/16/18 Check# 2665 BY: Michael Harrity

Alteration Variance Request

Check Items Received:

- ☐ Drawing of Existing Floor Plan
☐ Drawing of Proposed Variance
☐ Dimensions of Proposed Variance
☐ Before and After Pictures
☐ Other: _____

Complete Submittal Cut Off Date: 4/13/18.

Meetings Scheduled:

Third AC&S Committee (TACSC): _____

United M&C Committee: ~~3/16/18~~ 5/17/18

Board Meeting: 6/12/18

☐ Denied☐ Approved☐ Tabled☐ Other: _____

Attachment: 3



Attachment: 4





STAFF REPORT

DATE: May 17, 2018
FOR: Architectural Control and Standards Committee
SUBJECT: Variance Request: Mr. Sam Gomsí of 707-B (Granada, 10A)
Room Addition on Front Patio

RECOMMENDATION

Staff recommends the Board approve the request for a room addition on the front patio with the conditions stated in Appendix A.

BACKGROUND

Mr. Gomsí of 707-B Avenida Majorca, a Granada style unit, requests Board approval of a variance to construct a room addition on the original front patio of the unit. Due to there being no Standard Plan on file for such an alteration, a variance is required.

Mr. Gomsí's proposal would be constructed on existing Exclusive Use Common Area, within the original front patio footprint.

Plans and specifications have been submitted for review (Attachment 1).

DISCUSSION

The proposed room addition will be constructed on the original 10'3" wide by 15'5" long front patio. The front elevation will have a 5' wide by 4' tall sliding window. The left elevation will include a 4' wide by 4' tall window alongside a 5' wide, by 6'8" sliding glass door. The required landing for the sliding glass door will fall on the existing walkway. Windows and doorframes will be of white vinyl material to match the other windows of the unit.

A gable roof design would be utilized for the proposed room addition and include two skylights measuring 2' wide by 3' long. All exterior finishes would match the existing building.

Landscape, irrigation and drainage revisions will be required to accommodate the proposed room addition. These requirements have been added to the Conditions of Approval in Appendix A.

At the time of writing this report, there is one open Mutual Consent for Unit 707-B for a water heater relocation and solar tube in bathroom. A final inspection has been scheduled. A condition has been added that both alterations must receive final approval before any new work can start.

A City of Laguna Woods building permit final would verify compliance with all applicable building codes.

A Neighbor Awareness Notice was sent to Units 707-A, 707-C, 708-A, 708-B, 708-C, 715-D and 715-Q on May 11, 2018 due to sharing common walls, having line of sight or being potentially affected during construction.

A similar room addition was approved for the adjacent unit, 707-G, in January 2016. Previous requests to construct room additions on front patios of Granada style units have been approved by the Board for units 384-E in October 2011, 540-E in May 2013, 798-D in August 2013, and 551-E in July 2015.

Since this alteration would create a mirror image of the adjacent unit, Staff is of the opinion the proposed room addition would not create a negative imbalance to the unit or the surrounding area.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 707-B.

Prepared By: Gavin Fogg, Alterations Inspector

Reviewed By: Kurt Wiemann, Permits, Inspections & Restoration Manager
Eve Morton, Alterations Coordinator

Committee Routing: Architectural Control and Standards Committee

ATTACHMENT(S)

Appendix A: Conditions of Approval

Attachment 1: Site Plans

Attachment 2: Variance Request, April 6, 2018

Attachment 3: Photos

Attachment 4: Map

APPENDIX A

CONDITIONS OF APPROVAL

Conditions of Approval:

1. No improvement shall be installed, constructed, modified or altered at Unit **707-B**, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved 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 Shareholder s ("Shareholder ") 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 Alterations has been granted at **707-B** for **Room Addition on Front Patio**, subject to the attached plans stamped approved and is subject to a 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 Shareholder.
3. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Shareholder at 707-B and all future Mutual Shareholders at 707-B.
4. Prior to the issuance of a Mutual Consent for 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.
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. 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 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.
7. Prior to the issuance of a Mutual Consent for 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 Shareholder 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 Shareholder'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 be repaired at the Mutual's expense prior to installation.

8. Prior to the Issuance of a Mutual Consent for Alterations, the Shareholder shall request a Landscape Department inspection in order to assure all landscape, irrigation, and drainage modifications associated with the improvements are identified and completed by the Landscape Department at the expense of the Shareholder. All gutter drainage shall be directed away from structures, free standing walls, foundations, and pedestrian walkways.
9. Prior to the Issuance of a Mutual Consent for Alterations, the Shareholder shall request a Broadband infrastructure inspection to assure that Mutual property is appropriately identified in order to be addressed during construction.
11. Prior to the issuance of a Mutual Consent for 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 "United Laguna Woods Mutual Color Selections" at Resident Services, located at the Community Center first floor.
12. Shareholder 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. Shareholder 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, damage to Mutual property, and use of Mutual property for storage of equipment or materials without prior approval. Shareholder acknowledges and agrees that all such persons are his/her invitees. Shareholder shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations. Shareholder shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment or other charge levied in connection therewith.
14. Shareholder is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.

15. Shareholder's contractors and other invitees shall travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
16. 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.
17. Prior to the Issuance of a Mutual Consent for Alterations, the Shareholder 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 both a Final Mutual Consent for Alterations and a 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.
18. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Shareholder or the Property, to cover and/or recoup any costs whatsoever, including, but not 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 Shareholder; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Shareholder'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.
19. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Shareholder 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.
20. Any remaining Conformance Deposit is refundable if the Shareholder 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 Shareholder's address of record with the Mutual. Under no circumstances shall Shareholder 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 Shareholder 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.
21. 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>.

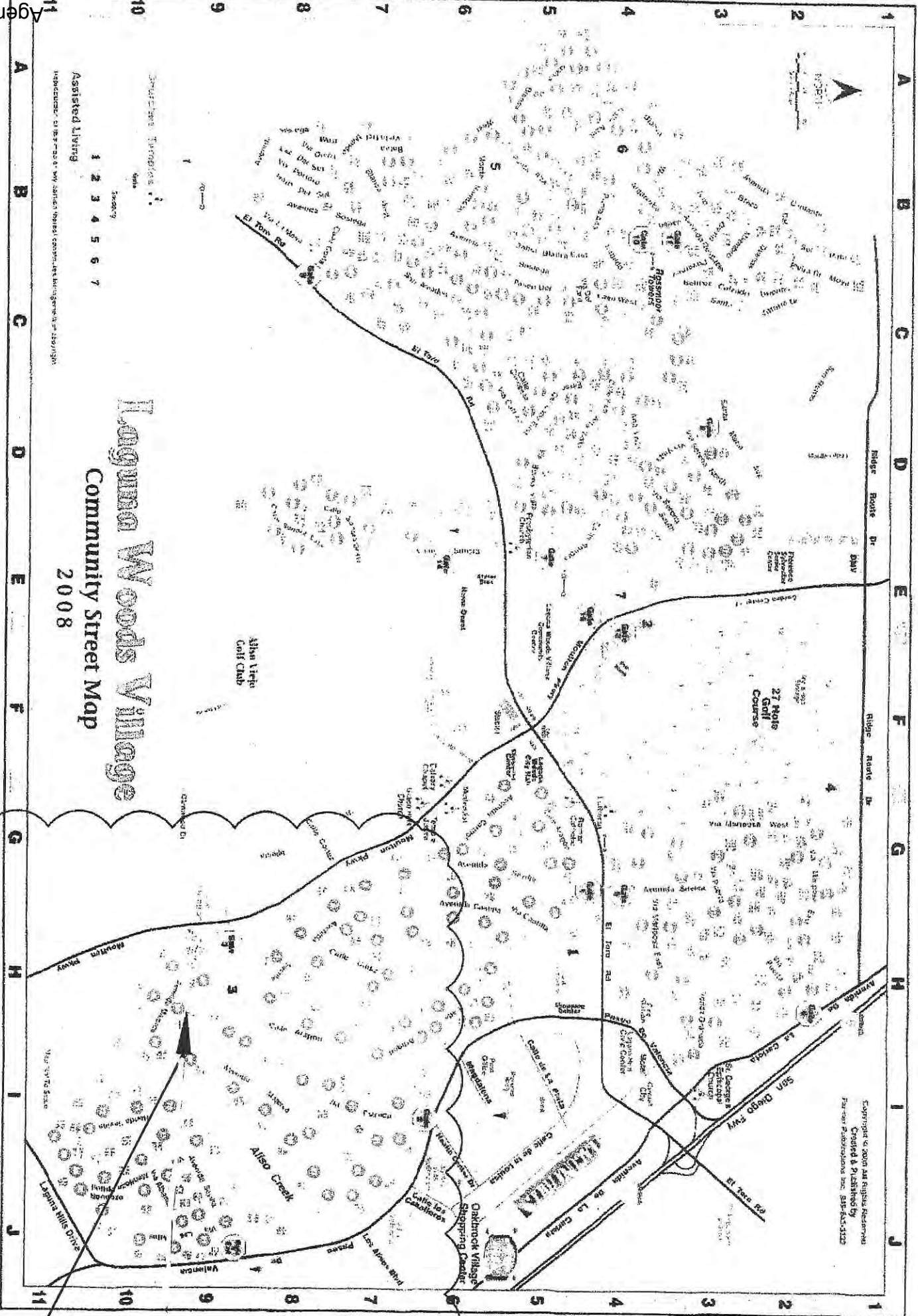
22. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
23. During construction, both the Mutual Consent for Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
24. 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.
25. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. Any dumpster must be covered and locked at the end of each day. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
26. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
27. The Mutual Consent for 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.
28. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, unpaid assessments, 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 Shareholder. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
29. Mutual Shareholder shall indemnify, defend and hold harmless United and its officers, directors, committee Shareholders 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 Shareholder's improvements and installation, construction, design and maintenance of same.

PROJECT

176 S.F. OFFICE ADDITION

SHEET INDEX

- 1 ... VICINITY MAP
- 2 ... SITE / EX. FLOOR PLAN
- 3 ... NEW FLOOR PLAN
- 4 ... EXTERIOR ELEVATIONS
- 5 ... ROOF PLAN



Laguna Woods Village
Community Street Map
2008

VICINITY MAP

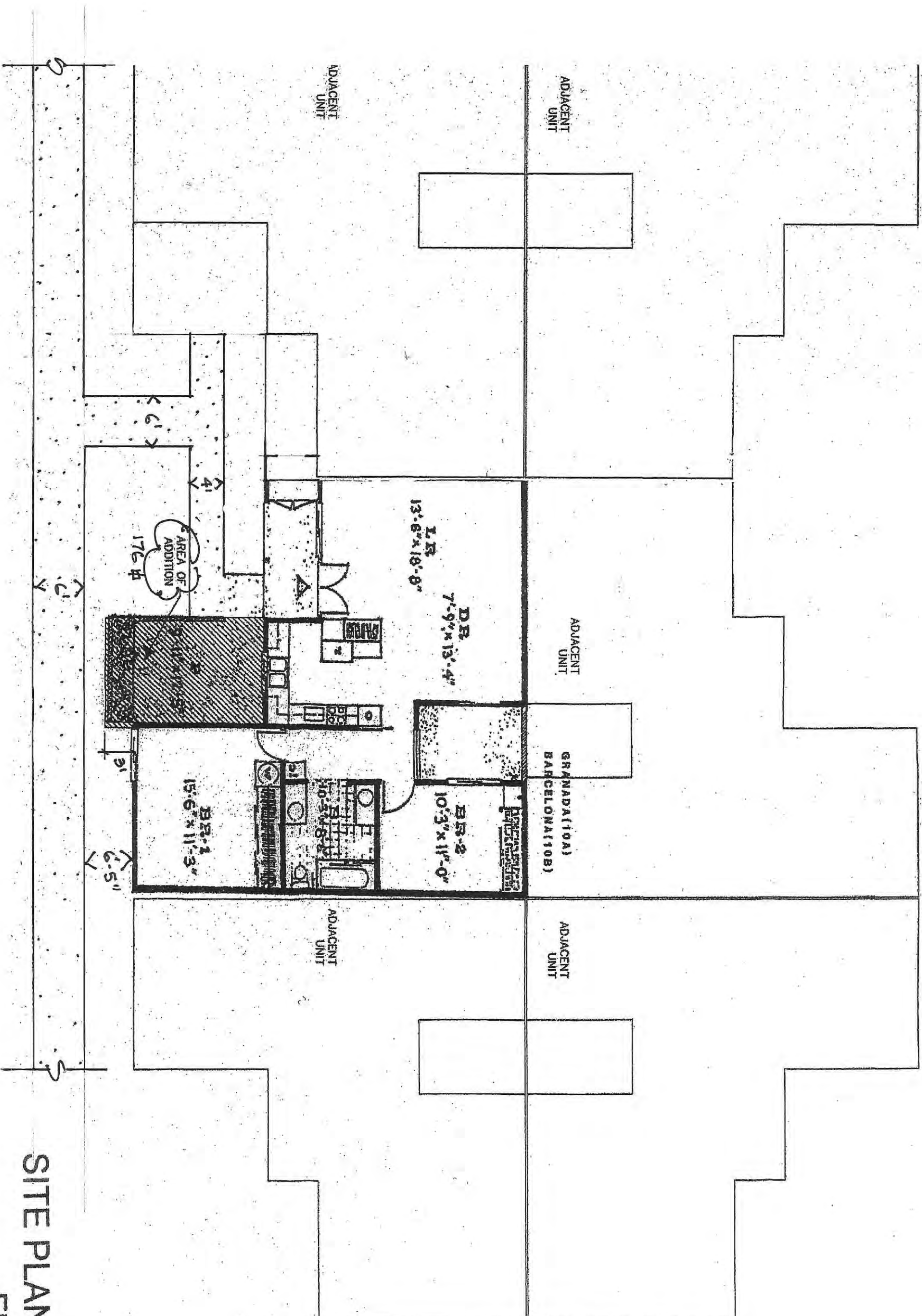
SCALE NTS

PROJECT SITE

GOMSI RESIDENCE

707B AVENIDA MAJORCA
LAGUNA WOODS, CA

GOMSI RESIDENCE
707B AVENIDA MAJORCA
LAGUNA WOODS, CA

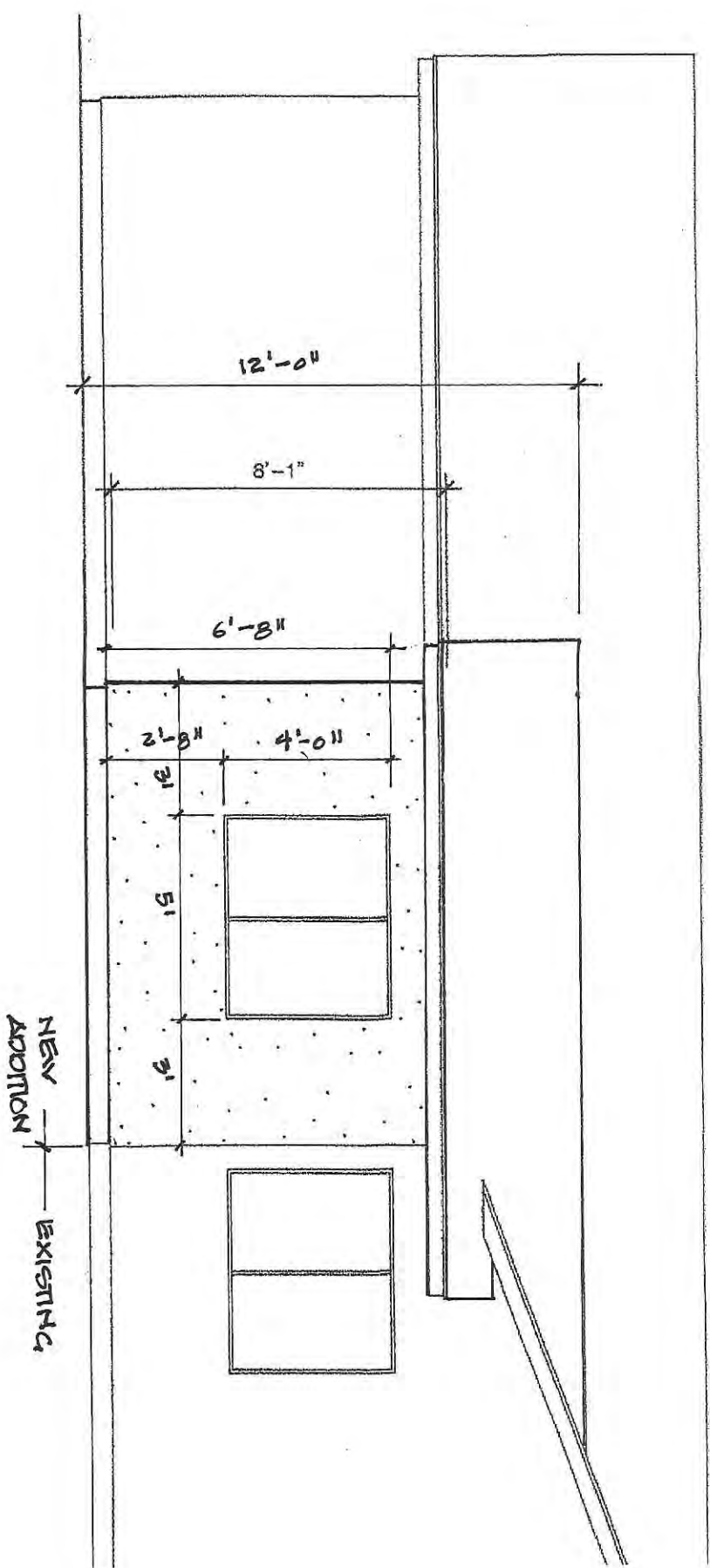


SITE PLAN/ EXISTING
FLOOR PLAN

SCALE NTS

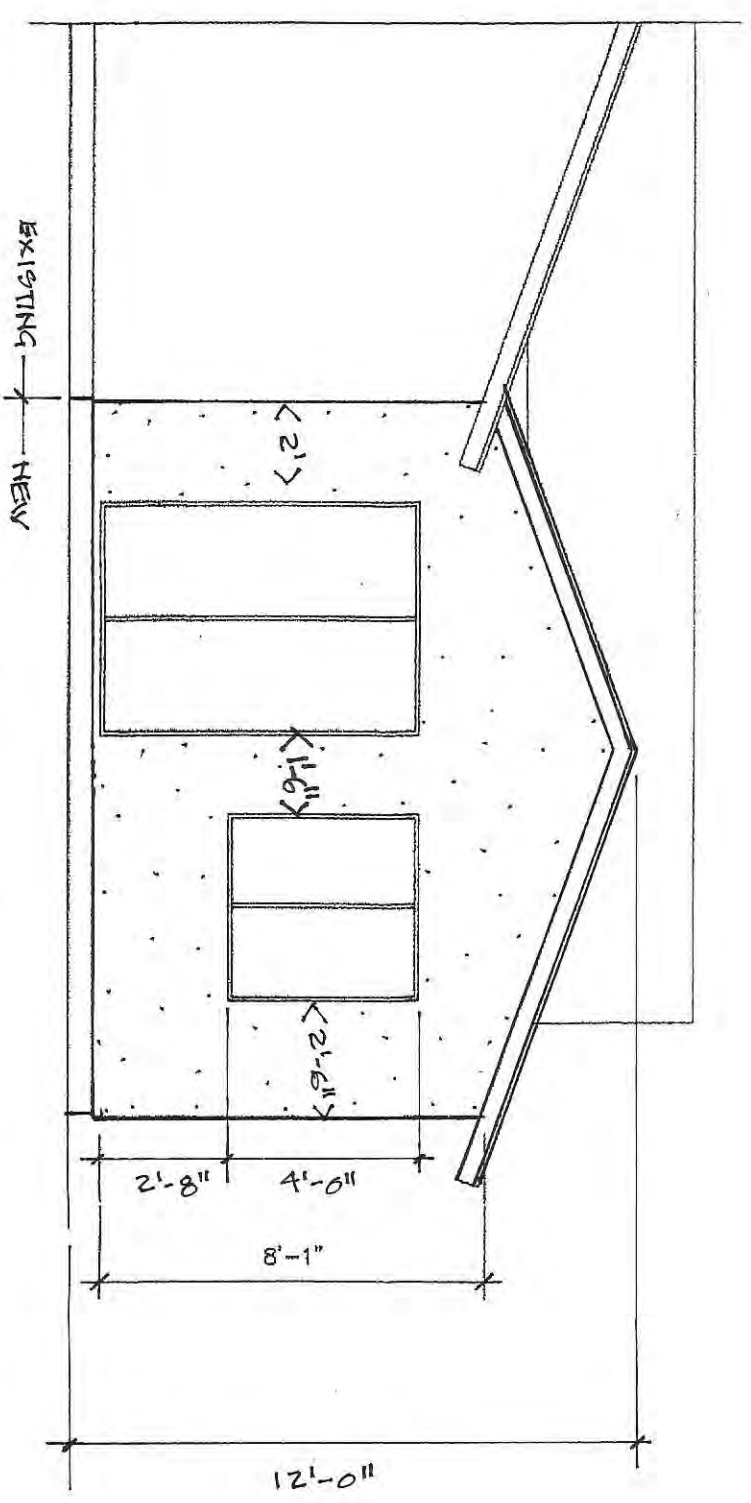
707B AVENIDA MAJORCA
LAGUNA WOODS, CA





FRONT ELEVATION

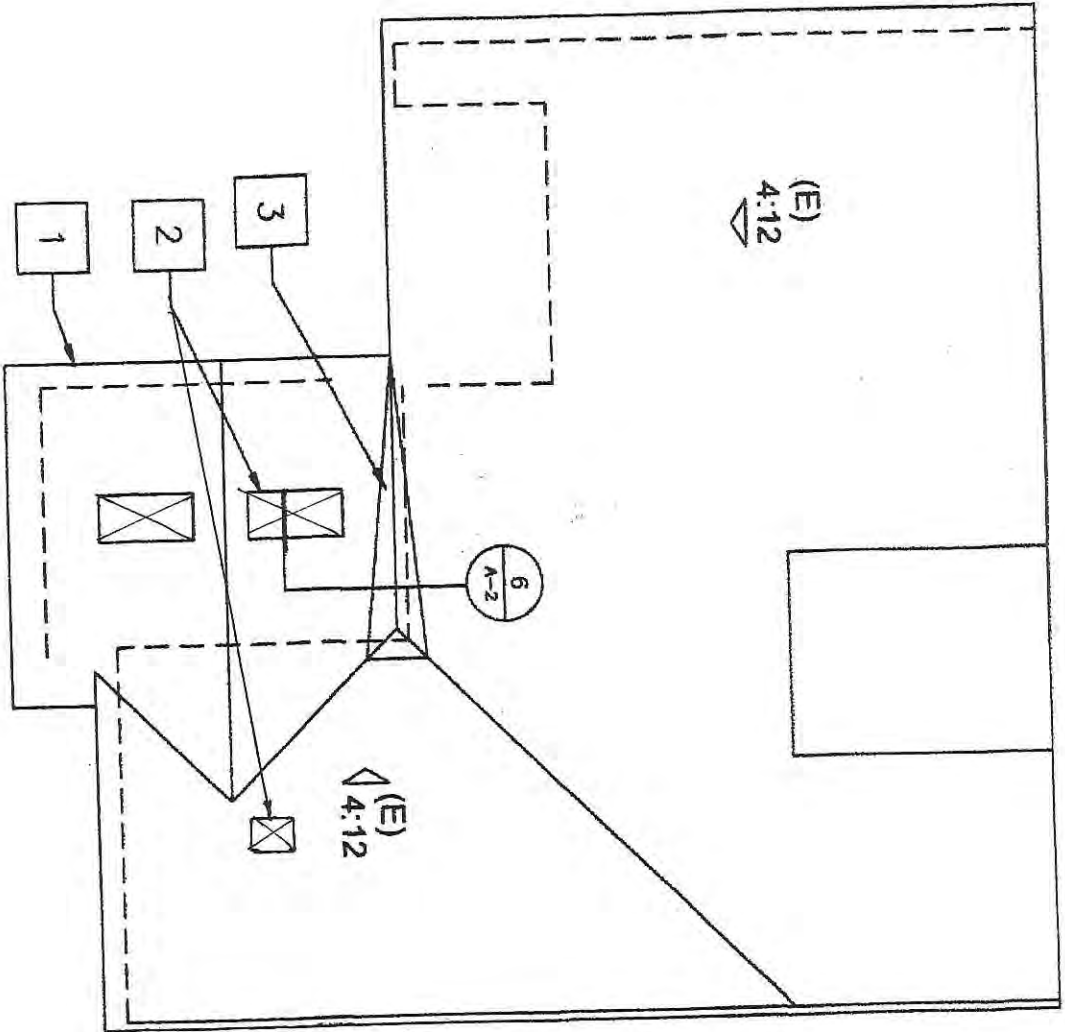
SCALE 1/4"=1'-0"



LEFT ELEVATION

SCALE 1/4"=1'-0"

GOMSI RESIDENCE
707B AVENIDA MAJORCA
LAGUNA WOODS, CA



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

ELEVATION NOTES

- 1 EXTERIOR PLASTER (STUCCO) WITH FINISH TO MATCH EXISTING- 7/8" MIN THICK 3-COAT PORTLAND CEMENT OVER PAPER BACKED METAL LATH PER 2508 CBC
- 2 WINDOW PER PLAN
- 3 26 GAUGE (MIN) GALV WEEP SCREED

GOMSI RESIDENCE

707B AVENIDA MAJORCA
LAGUNA WOODS, CA



Laguna Woods Village

ATTACHMENT 2

MANOR # 707-B

☒ ULWM

☐ TLHM

Variance Request Form

SA 21243969

Model: <u>GRANADA</u>	Plan: <u>10A</u>	Date: <u>4/6/18</u>
Member Name: <u>SAM GOMSI</u>	Signature: <u>Sam Goms</u>	
[REDACTED]	[REDACTED]	
Contractor Name/Co: <u>RICK O'CONNOR BUILDERS DESIGN GROUP</u>	[REDACTED]	
Mailing Address (to be used for official correspondence)	[REDACTED]	

Description of Proposed Variance Request ONLY:

- INSTALL NEW 15'-4" X 11'-6" BEDROOM ADDITION. ALL NEW WORK TO BE STANDARD CONSTRUCTION TO MATCH EXISTING. NEW CONSTRUCTION REPLACES EXISTING ALUM. PATIO. ROOM ADDITION - OFFICE

Dimensions of Proposed Variance Alterations ONLY: 15'4" X 11'-6". INSTALL ONE NEW 5'-0" WIDE SLIDING GLASS DOOR & ONE NEW 4' WIDE WINDOW & ONE 5' WIDE WINDOW NEW BEDROOM IS 176 SQUARE FEET.

FOR OFFICE USE ONLY

RECEIVED BY: [Signature] DATE RECEIVED: 4/6/18 Check# 1975 BY: Builders Design Group

Alteration Variance Request	Complete Submittal Cut Off Date: <u>4-13-18</u>
Check Items Received: <ul style="list-style-type: none"> <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: _____ 	Meetings Scheduled: <p>Third AC&S Committee (TACSC): _____</p> <p>United M&C Committee: <u>5-17-18</u></p> <p>Board Meeting: <u>6-12-18</u></p> <p> <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other _____ </p>

Attachment: 3



Existing
walkway for
landing



Unit C

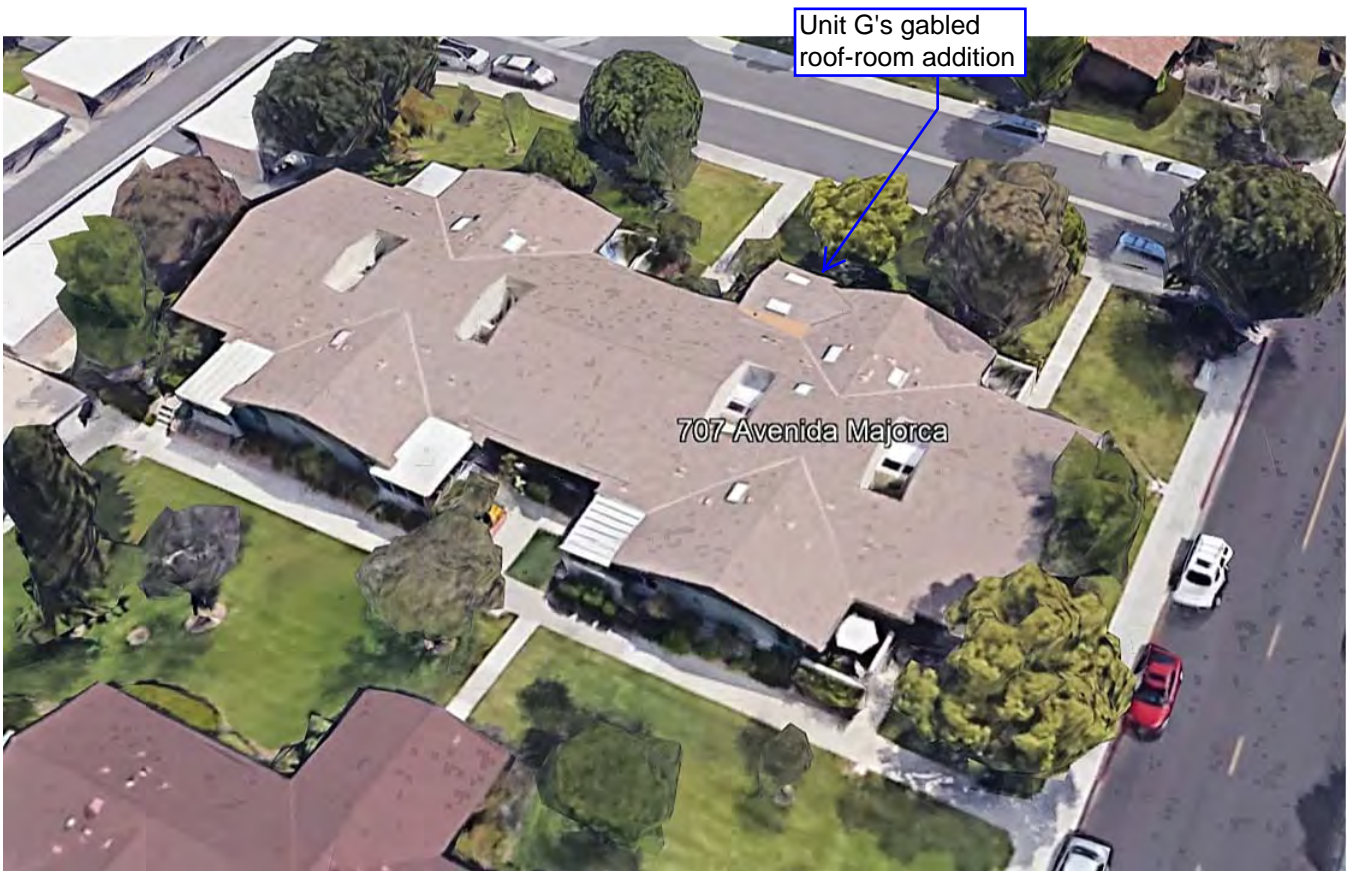


Unit A





Attachment: 4





~~UNITED LAGUNA WOODS MUTUAL~~

SECTION 10 DISHWASHERS

MAY 1996, RESOLUTION U-96-62

GENERAL REQUIREMENTS REVISED JUNE 2011, RESOLUTION 01-11-104
GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08

REVISED JUNE 2018, RESOLUTION 01-18-XX

1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

~~1.1 **PERMITS AND FEES:** A Mutual Consent for Manor Alterations is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his contractor. Member and/or his contractor must supply the Manor Alterations Department with City permit numbers prior to beginning work.~~

~~1.2 **MEMBERS RESPONSIBILITY:** The Member is solely responsible for the maintenance and repair of all alterations to the building. Removal may be required upon sale of a manor, or deterioration of the alteration. Further, Member(s) are expected to provide neighboring residents an estimated timeline for construction, and advance notice of excessive construction-related noise that may occur.~~

- ~~1.3 — **CODES AND REGULATIONS:** All work shall comply with applicable local, state, and federal requirements including but not limited to the current edition of the Uniform Building Code.~~
- ~~1.4 — **WORK HOURS:** Contractors working for residents at individual manors and in carports are permitted to work from 9:00 AM— 5:00 PM Monday through Friday. No work whatsoever shall be permitted on Saturday and Sunday, and construction is restricted to 6 months out of every 12 months of the year.~~
- ~~1.5 — **PLANS:** The Member applying for a Mutual Consent for Manor Alteration(s) shall provide to the Manor Alterations Department a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.~~
- ~~1.6 — **DUMPSITES:** The premises shall be kept free from accumulation of waste materials and/or rubbish caused by the construction work. Member and/or his contractor is responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's dumpsters, if required, must have location approved by the Manor Alterations Department.~~
- ~~1.7 — **CONTRACTOR:** Installation must be performed by a California — licensed contractor of the appropriate trade.~~
- ~~1.8 — **CONTRACTOR'S CONDUCT:** Member's contractor(s), their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.~~

2.0 **APPLICATIONS**

- 2.1 All cabinets removed or altered to provide for a dishwasher shall be repaired ~~to match existing cabinets~~will be considered an alteration.
- 2.2 Counter tops may be raised to accept the height of the new unit and will be considered an alteration.
- ~~2.2.3 The color of dishwasher shall match other appliances in the kitchen as closely as possible.~~
- ~~2.43~~ Drain line must have an air gap installed above the counter, over the flood line on the sink or counter top and must be accessible for overflow.
- ~~2.46~~ Dishwasher shall be installed a maximum of 4 feet from the electrical source, which shall be on a dedicated circuit and in adjacent cabinet or a dedicated circuit.
- ~~2.57~~ The Mutual will not adjust the temperature of the Water heater above 120 degrees Fahrenheit.

3.0 **PREPARATIONS**

- 3.1 If a resident installs a unit that matches the current Mutual Standard appliance, G.E. Standard unit GSD3300BB, GSD3300WW, it will be maintained by the Mutual after its initial warranty period. GE non-standard units or other manufacturers' units will not be maintained by the Mutual at any time.
- 3.2 All Mutual owned appliances are required to be returned to the Mutual upon replacement. Members are required to check with Resident Services to verify correct appliance model number.
- ~~3.3~~ Mutual members are responsible for ensuring the appliances owned by the Mutual are present in the unit at the time of resale inspection and resale escrow closure.

~~4.4~~ 3.4 Mutual members are required to return Mutual owned appliances when installing replacement appliances. Failure to return the appliance will negate the appliance reimbursement.

3.5 The Mutual will pick up any Mutual-owned appliance, at the Mutual's expense and at no charge to the Member, from the unit to which it is assigned.

3.6 The Member is required to contact the Resident Services Department to report the condition of the appliance and request eligibility for replacement.

3.7 The Mutual will install standard appliances when under altered countertops or cabinets when a waiver is signed.

3.8 The Mutual is responsible for repair ~~for~~ of standard appliances.



~~UNITED LAGUNA WOODS MUTUAL~~

SECTION 11 DOORS, EXTERIOR

JUNE 1999

REVISED NOVEMBER 2003, RESOLUTION 01-03-152

REVISED FEBRUARY 2007, RESOLUTION 01-07-18

REVISED FEBRUARY 2008, RESOLUTION 01-08-18

REVISED AUGUST 2008, RESOLUTION 01-08-142

REVISED DECEMBER 2010, RESOLUTION 01-10-269

GENERAL REQUIREMENTS REVISED JUNE 2011, RESOLUTION 01-11-104

GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08

REVISED JUNE 2018, RESOLUTION 01-18-XX

1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

1.0 GENERAL REQUIREMENTS

- 1.1 PERMITS AND FEES:** ~~A Mutual Consent for Manor Alterations is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his contractor. Member and/or his contractor must supply the Manor Alterations Department with City permit numbers prior to beginning work.~~
- 1.2 MEMBERS RESPONSIBILITY:** ~~The Member is solely responsible for the maintenance and repair of all alterations to the building. Removal may be required upon sale of a manor, or deterioration of the alteration. Further, Member(s) are expected to provide neighboring residents an estimated timeline for construction, and advance notice of excessive construction-related noise that may occur.~~
- 1.3 CODES AND REGULATIONS:** ~~All work shall comply with applicable local, state, and federal requirements including but not limited to the current edition of the Uniform Building Code.~~

- ~~1.4 **WORK HOURS:** Contractors working for residents at individual manors and in carports are permitted to work from 9:00 AM – 5:00 PM Monday through Friday. No work whatsoever shall be permitted on Saturday and Sunday, and construction is restricted to 6 months out of every 12 months of the year.~~
- ~~1.5 **PLANS:** The Member applying for a Mutual Consent for Manor Alteration(s) shall provide to the Manor Alterations Department a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.~~
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- ~~1.7 **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.~~
- ~~1.8 **CONTRACTOR'S CONDUCT:** Member's contractor(s), their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.~~

2.0 TYPES OF DOORS

- 2.1 All doors shall be of solid core 1-1/2" minimum thickness with exterior grade hardware that is harmonious with the existing design of the Community.
- 2.2 Dutch doors, French doors, and double door conversions to single doors, with or without ~~sidelites~~sidelights, are allowed in an area that faces into a patio or courtyard surrounded by walls, or is more than 25 feet away from other front doors.
- 2.3 Security/Screen door additions are acceptable.

3.0 APPLICATIONS

- 3.1 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.

- 3.42** The exterior of the doors shall match the Mutual's approved paint colors of the building's body color, trim color, or approved accent colors as determined by the Mutual, or be of natural wood, white, or black.
- 3.23** Any required irrigation or landscaping modifications resulting from the door (or required stoop) installation must be performed by the Mutual, at the Mutual Member's expense.
- 3.34** Address letter shall be replaced in a plain view, minimum 4 inches in height with a ½ inch stroke; in a contrasting color on the door or the building on the side or above the door.
- 3.45** Exterior doors shall only be allowed in existing openings. For existing openings wider than 36", doors with accompanying sidelights may be used.
- 3.56** Existing header height must remain unchanged.
- 3.67** Door frames may not be replaced. Exterior doors shall only be allowed in existing openings. For existing openings wider than 36", doors with accompanying sidelights may be used.



STAFF REPORT

DATE: May 17, 2018
FOR: Architectural Controls and Standards Committee
SUBJECT: Rescind Alteration Standard 21: Patio Covers; Wood

RECOMMENDATION

Approve a resolution to rescind Alteration Standard 21: Patio Covers; Wood.

BACKGROUND

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

There are currently 33 Alteration Standards available for Members to use to perform alterations to their unit. Many have not been reviewed or updated for years to reflect changes in technology, materials, and construction methods.

Alteration Standard 21: Patio Covers; Wood was last revised in revised in February, 2008, via Resolution 01-08-19.

DISCUSSION

Dry rot is an ongoing issue throughout the Village. Dry rot is caused by moisture intrusion in untreated wood or sealed wood that has openings in the finish. Moisture penetration under the paint or finish encourages the growth of the dry rot fungi. The fungi damage weakens the affected wood over time if not treated. Dry rot damage can be prevented by keeping the wood sealed and as dry as possible. Incorporating alternative materials to wood in structures such as patio covers would help limit the spread of the fungus.

Staff recommends rescinding Alteration Standard 21: Patio Covers; Wood to eliminate the possibility of future structures being constructed of wood.

FINANCIAL ANALYSIS

None.

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

Reviewed By: Eve Morton, Alterations Coordinator

ATTACHMENT(S)

Attachment 1: Resolution 01-18-XXX Rescind Standard 21: Patio Covers, Wood

Attachment 1

RESOLUTION 01-18-XX

Rescind Standard 21: Patio Cover, Wood

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

WHEREAS, the Mutual desires to limit the amount of wood products used in the Village, Alteration Standard 21: Patio Covers, Wood should to be rescinded in its entirety.

NOW THEREFORE BE IT RESOLVED, June 12, 2018, that the Board of Directors of this Corporation hereby rescinds Resolution 01-08-19 adopted February 12, 2008; and

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

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



STAFF REPORT

DATE: May 17, 2018
FOR: Architectural Controls and Standards Committee
SUBJECT: Introduce Dumpster Policy

RECOMMENDATION

Approve the Dumpster Policy.

BACKGROUND

The Board of Directors directed Staff to develop a policy regarding the placement of dumpsters, contractor trailers, and portable storage containers.

DISCUSSION

Due to an increase in resident complaints regarding the placement of dumpsters, contractor trailers and portable storage containers, Staff has developed a policy to provide guidance for Staff when directing contractors in the placement of these items. The policy was developed jointly between the Alterations and Security Divisions. The policy will be implemented by Security personnel with support from the Alterations Division.

Due to the myriad of configurations of streets, cul-de-sacs and parking areas within the Village, a single document stating the exact placement locations is impractical. The intent of this policy is to provide guidelines and restrictions regarding the actual placement of each item to ensure safe and practical placement.

The policy will be available in Resident Services and the Alterations Counter. It will be provided by the Alterations Division to contractors and Members when issuing Mutual Consents. Additionally, the will be posted on the website.

FINANCIAL ANALYSIS

None.

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

Reviewed By: Eve Morton, Alterations Coordinator

ATTACHMENT(S)

Attachment 1: Dumpster Policy



DUMPSTER POLICY

This policy is intended to regulate the location, identification and maintenance of dumpsters, contractor trailers, and portable storage containers (PODs). All references to dumpsters shall include all of the aforementioned items.

No dumping of building materials, construction/remodeling debris, carpet, or large, bulky items is allowed in/around any trash receptacle provided by Laguna Woods Village. It is the resident's responsibility to ensure such materials are properly removed from the community by themselves or their contractor. This rule applies to residents performing their own work, contractors, vendors, service companies, and delivery personnel.

Dumpsters may be permitted with the following conditions:

- 24 hour notice is given to Security @ 949-580-1400; provide building, unit number, and the name of resident.
- Dumpster must be clearly marked, by the contractor or Member, with the unit number from which the debris is sourced.
- Location of dumpster must be authorized by the on-duty Watch Commander or designee.
- Dumpster must be covered at the end of each work day. The area around the dumpster shall be kept clean and free of debris and dirt.
- Resident/Owner shall be responsible for placing and maintaining adequate warning signs, lights, barricades and devices at all times in order to promote the safe movement of traffic.
- Dumpsters shall be equipped with reflectors on all sides. Warning devices shall be placed in advance of each dumpster as directed by Watch Commander or designee. All warning signs, barriers, barricades, flags and other devices shall comply with or exceed the standards required in the Manual of Uniform Traffic Devices (MUTCD).
- Dumpsters may be located for a maximum of seven days.
- Dumpsters may be limited to "Insta-Bin" type; roll off dumpsters may be permitted if space allows, with prior approval of staff.
- No hazardous materials can be disposed of in dumpsters.
- Dumpsters must have wheel chocks to prevent movement.

Inquiries will be referred to on-duty Watch Commander for direction as to where the container can be placed. Staff will be assigned to meet with the resident or their contractor to determine an appropriate location for the container.

Key considerations for dumpster placement:

- Traffic safety
- Sufficient room to place / retrieve the container
- Protection of hardscape and landscape assets; placement on landscaped areas, walkways or sidewalks is prohibited
- Placement in guest spaces and carports is prohibited.
- Proximity to the unit and efficiency for the contractor

Failure of the Member or their contractor to cooperate in placement of the container as directed by Staff may result in a disciplinary hearing before the Board. Members will be responsible for damages caused by dumpster placement.

Removal of encroachments to protect public safety:

- Whenever the Watch Commander or designee determines that a dumpster or other encroachment located in the community causes a dangerous condition or obstruction, he or she may cause the immediate removal, relocation and/or remedy of that condition without prior notice to the responsible owner or permittee of that encroachment.
- The Watch Commander or designee may remove or cause to be removed any dumpster or other encroachment that is placed on the community that is in violation of these conditions, provided that a reasonable attempt has been made to contact the owner and to give twenty-four (24) hours' notice of the intent to remove the bin.
- The responsible property owner and/or operator shall pay all costs incurred by the Mutual for removal, storage or clean up resulting from the placement of a dumpster.



STAFF REPORT

DATE: May 17, 2018
FOR: Architectural Controls and Standards Committee
SUBJECT: Introduce Resale Correction Policy

RECOMMENDATION

Approve the Resale Correction Policy.

BACKGROUND

Article 11(a) of the Occupancy Agreement (Agreement) states "...the Member agrees to repair and maintain the dwelling unit at the Member's own expense..." (Attachment 1) The Agreement goes on to list the items for which the Member is responsible. Article 11(c) states that the Corporation has the right to make the repairs at the Member's expense and the Member must reimburse the Corporation for all repairs performed on the unit.

In response to numerous complaints regarding the condition of units purchased in resale transactions, the Board of Directors approved Resolution No. 308 on November 22, 1977, establishing the Resale Inspection Program.

The policy was established to determine the condition of the unit at the time of resale. It also was used to determine if repairs were necessary to Mutual-maintained items and if unpermitted alterations had been made to the unit. The Resolution states "The inspection will be made prior to close of escrow and after the premises have been vacated." Due to the short time frame between vacating the unit and close of escrow, a deposit program was instituted to ensure the reimbursement of the cost of repairs to the Mutual, should escrow close prior to the inspection and effecting of repairs.

The program has been modified to some extent over the years, most recently on April 8, 2008, when the Board of Directors approved Resolution 01-08-65, Resale Correction Policy, which established an 18-month time requirement for deposit funds to be held for corrections and repairs identified in the resale inspection.

DISCUSSION

Under the current program, when a unit is put on the market for resale, Staff inspects the unit and notes in the inspection report any corrections found. These corrections can be damage to Mutual property, non-maintained alterations, or non-conforming landscape. These items are then listed in the Correction Report which accompanies the First Inspection Report and is provided to both the buyer and seller.

The inspector determines the cost of each correction based upon predetermined costs based on staff chargeable service rates. The seller is responsible for ensuring the necessary repairs or corrections are completed. If the corrections are not made by the final inspection, adequate

funds to perform the repairs are withheld; a check is issued to the Mutual at close of escrow as a deposit for the corrections.

The policy does not state who is responsible for the corrections once escrow closes. The current procedure gives the buyer the option to make the repairs and be reimbursed for all verified costs up to the deposit amount. Historically, the remaining repairs have been referred to Staff; current staffing and service levels preclude Staff from completing the repairs in a timely manner.

The current policy states that if the corrections are not completed within 18 months, the funds are to be returned to the seller and the corrections become the sole responsibility of the buyer. With no clear policy on how the corrections are to be completed, the funds are often held for the entire 18 months, creating an unnecessary administrative burden. Staff recommends creating a policy which directly addresses these issues and clarifies the responsible party for corrections and repairs.

If damage has occurred to Mutual property, the seller will be held responsible for the repair. Per Article 12 of the Agreement, the seller will be held responsible for repairs and maintenance of alterations. Since landscaping in the Village is only performed by Staff, non-conforming landscape corrections will be performed by Staff and charged to the seller at chargeable service rates.

To align with Article 11 of the Agreement, Staff proposes to make the seller responsible for all repairs except normal wear of Mutual owned and maintained items as specified in Article 11 (b) of the Agreement. Additionally, Staff proposes to require repair or correction of all items listed in the Correction Report by the close of escrow, per the Agreement. In the proposed policy, as in the current procedures, the resale inspector will note corrections and assign the predetermined cost to correct the deficiencies.

In the event that a Member is unable to ensure the repairs are completed by close of escrow, due to illness or circumstances beyond their control, Staff proposes to engage a contractor on an on-call basis to complete the listed repairs. The Member will be required to request a variance from the Board and provide adequate documentation of the circumstances. Per Article 11(c) of the Agreement, the Corporation has the right to perform the repairs and charge the Member. At the close of escrow, a sum equal to amount necessary to complete the repairs will be charged to the escrow account and used to affect the repairs.

The proposed Resale Correction Policy (Attachment 2) has been reviewed and approved by legal counsel. To allow ample time to educate the membership, realtors and escrow companies, Staff proposes to make the policy effective September 1, 2018.

FINANCIAL ANALYSIS

None.

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

Reviewed By: Eve Morton, Alterations Coordinator

Ernesto Munoz, P.E., Maintenance and Construction Director

ATTACHMENT(S)

Attachment 1 Excerpts from Occupancy Agreement; Article 11 and 12

Attachment 2 Resolution 01-18-XX Proposed Resale Correction Policy

EXCERPTS FROM OCCUPANCY AGREEMENT

ARTICLE 11: REPAIRS

(a) By Member. Subject to the terms of any Recognition Agreement, the Member agrees to repair and maintain the dwelling unit at the Member's own expense as follows:

- 1) Any repairs or maintenance necessitated by the Member's own negligence or misuse; and
- 2) Any redecoration of the interior of the dwelling unit; and
- 3) Any repairs or maintenance on any air conditioner installed in the dwelling unit; and
- 4) Any maintenance, repairs and replacements of appliances within the interior of the dwelling unit (including, but not limited to, refrigerators, cook tops, hoods and ovens), and any cabinet modifications/alterations and other upgrades related to the installation of those appliances, that are designated as the responsibility of the Member under the Corporation's "Appliance Policies" adopted on March 11, 2003, as may be amended from time to time; and
- 5) Any repairs or maintenance of all fixtures and other items within the interior surfaces of the perimeter walls, floors and ceilings of the dwelling unit that are designated as the responsibility of the Member under the Corporation's "Summary of Chargeable Maintenance Services" adopted on June 12, 2007, as may be amended from time to time; and
- 6) Any repairs or maintenance of alterations and additions made by the Member (or any predecessor of the Member) in the interior or exterior of the dwelling unit, as described in Article 12 of this Occupancy Agreement.

(b) By Corporation. The Corporation shall provide and pay for all necessary repairs, maintenance and replacements, except as specified in clause (a) of this Article, including but not limited to unaltered kitchen and bath floors and countertops. The officers and agents of the Corporation shall have the right to enter the dwelling unit of the Member in order to effect necessary repairs, maintenance, and replacements, and to authorize entrance for such purposes by employees of any contractor, utility company, municipal agency, or others, at any reasonable hour of the day and in the event of emergency at any time.

(c) Right of Corporation to make repairs at Member's expense.

In case the Member shall fail to effect the repairs, maintenance or replacements specified in clause (a) of this Article in a manner satisfactory to the Corporation and pay for same, the Corporation may do so on behalf of the Member, and upon demand by the Corporation the Member shall reimburse the Corporation promptly upon receipt of a bill for same.

(d) Payment by Member. The Member shall pay the Corporation for any maintenance, repairs, replacements or other services specified in clause (a) of this Article which are the obligation of the Member to provide, where such maintenance, repairs, replacements or other services are rendered by the Corporation at the request of the Member. The Member agrees to make such payment promptly upon receipt of a bill for same from the Corporation.

ARTICLE 12: ALTERATIONS AND ADDITIONS

The Member shall not make any structural alterations to the interior or exterior of the dwelling unit or to any pipes, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements, or fixtures from the dwelling unit without prior written consent of the Corporation. The Member shall not install or use in the dwelling unit, any air conditioning equipment, washing machine, clothes dryer, electric heater, or power tools without prior written consent of the Corporation. The Member shall remove any such equipment promptly upon request of the Corporation.

Any alterations, additions, fixtures or improvements installed by the Member or any predecessor of the Member, whether within or without the dwelling unit, shall be repaired or maintained by the Member at its own expense and in a manner satisfactory to the Corporation. If the Member should fail to do so, such repairs or maintenance may be performed by the Corporation and upon demand by the Corporation, the Member shall reimburse the Corporation therefor forthwith.

RESOLUTION 01-18-XX

RESALE CORRECTION POLICY

WHEREAS, on April 8, 2008, the Board of Directors approved Resolution 01-08-65, establishing an 18-month time requirement for new members to complete corrections for which funds has been held from the seller;

WHEREAS, resale inspections and inspection reports are an integral part of the resale process and corrections noted on the inspection reports are vital for the protection of Mutual property and assets; and,

WHEREAS, staff has found the current resale policy to be administratively burdensome and withholds funds for an unreasonable length of time.

NOW THEREFORE BE IT RESOLVED, June 12, 2018, that the Board of Directors hereby introduces the Resale Correction Policy;

RESOLVED FURTHER, corrections and deficiencies found in the resale inspection will be noted in the report and will be provided to the seller;

RESOLVED FURTHER, the seller will be held responsible for the corrections and deficiencies;

RESOLVED FURTHER, corrections and repairs to Mutual property and assets shall be completed by the close of escrow;

RESOLVED FURTHER, that Resolution 01-08-65 adopted April 8, 2008, is hereby superseded in its entirety and no longer in effect; and

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