



OPEN MEETING

**REGULAR MEETING OF THE UNITED LAGUNA HILLS 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**

NOTICE AND AGENDA

1. Call to Order
2. Acknowledgement of Media
3. Approval of the Agenda
4. Approval of Meeting Report for March 15, 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. 124-B (Majorca, 8B) - Retain Wooden Patio Cover
9. Review Architectural Standard 7 – Satellite Dishes
10. Review Architectural Standard 8 – Patio Block Walls
11. Discuss and Review the Vacant Manor Policy
12. Discuss and Review the Current Damage Restoration Policy

Reports:

None

Items for Future Agendas

Concluding Business:

13. Committee Member Comments

14. Date of Next Meeting - May 17, 2018

15. 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, March 15, 2018 – 9:30 a.m.

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

REPORT

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

MEMBERS ABSENT: Pat English and Advisor Walt Ridley

ADVISORS PRESENT: Mike Mehrain, Kay Anderson and Ken Deppe

STAFF PRESENT: Kurt Wiemann, Gavin Fogg, and 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 Tibbets seconded. The Committee was in unanimous support.

4. Approval of the Report for February 15, 2018

President Skillman made a motion to approve the Report. Director Achrekar seconded. The Committee was in unanimous support.

5. Committee Chair Remarks

None

6. Member Comments

None

7. Department Head Update

Mr. Wiemann reported the process has begun to convert the plumbing drawings into .pdf files. Once complete they will be posted onto the website.

Over 50 contractors have expressed interest in attending the Contractor Forum which is tentatively scheduled for early May.

Staff has been unable to locate the tract plans. The committee recommended checking with the Historical Society and the new Records Manager.

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. Review Legal Opinion regarding Soffits and Common Area

Mr. Wiemann reviewed the proposed Policy for Alteration of Soffits and Suspended Ceilings with the committee. President Skillman made a motion to bring the proposed policy to the Board. Director Tibbets seconded. The Committee was in unanimous support.

9. 442-B (Cordoba 1A4R) - Room Repurposing, Window Resizing and Wall Revisions

The committee requested a condition be added stating that the soffit portion of the renovation may not commence until the proposed Soffit Policy has been approved by the Board. Director Achrekar moved to accept Staff's recommendation with the added condition. Director Tibbets seconded. The Committee was in unanimous support.

10.503-A (Cordoba 1A4) - Room Repurposing and Wall Revisions

Director Achrekar moved to accept Staff's recommendation. Director Tibbets seconded. The Committee was in unanimous support.

11. Review and Discuss a Proposed General Requirements Standard

President Skillman moved to accept Staff's recommendation and move this Standard to the Board. Director Achrekar seconded. The Committee was in unanimous support.

12. Review Architectural Standard 6 – Air Conditioning

The Committee requested that the Standard include rules regarding where the condensation lines may drain. President Skillman moved to accept Staff's recommendation, with the added rule regarding drainage, and move this Standard to the Board. Director Tibbets seconded. The Committee was in unanimous support.

Reports:

13. Review the Maintenance & Construction Report on Pushmatic Electrical Panels (Report Only)

Mr. Wiemann reported that the City doesn't require panel replacement for minor electrical work. If major renovations are performed, the City requires installation of a non-Pushmatic panel.

Items for Future Agendas

None

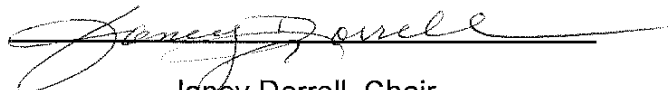
Concluding Business:

14. Committee Member Comments

Advisor Mehraian stated that it is important to inform residents that if they are replacing Mutual owned appliances they must call Resident Services to pick up those appliances or else they will be charged a fee. Staff was requested to research the current policy and to recommend how best to disseminate this information to United residents.

15. Date of Next Meeting - April 19, 2018

16. Adjournment at 10:34 a.m.



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



STAFF REPORT

DATE: April 19, 2018
FOR: Architectural Control and Standards Committee
SUBJECT: Variance Request: Mr. John Cappasola of 124-B (Majorca, 8B)
Retain Wooden Patio Cover

RECOMMENDATION

Staff recommends the Board approve the request to retain the wooden patio cover with the conditions as stated in Appendix A.

BACKGROUND

Mr. Cappasola of 124-B Via Estrada, a Majorca style unit, requests Board approval of a variance to retain a wooden patio cover that was installed without prior Board approval

Staff issued a stop work notice for an unauthorized wooden patio cover on March, 26, 2018. Mr. Cappasola stopped work on the project and visited the Community Center to apply for a Mutual Consent; however, due to no Mutual Standard existing for this specific patio cover type, a variance was required.

There is an existing Mutual Standard for flat wooden patio covers as well as an aluminum patio umbrella for the Majorca unit; however, the request does not match the details or specifications of either.

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

DISCUSSION

Mr. Cappasola is requesting to retain a wooden patio cover that measures the width of the existing patio (20' 5" wide) and extends 2' in length from the edge of the balcony floor of the unit above. The footprint of the balcony above is smaller; the proposed patio cover extends 6" past the current patio footprint to ensure rain does not drip onto the patio.

The patio cover was installed using the existing wooden posts in the patio for support and an additional 4 x 4 post was added in the center of the patio for additional support (total of five posts). New 4x4 beams were added between the posts and galvanized stud hangers were used to connect the 2 x 4 rafters to the new beams.

The cover has galvanized roof panels installed and Tyvek tape flashing will be installed between the existing patio cover/balcony floor and the new cover to avoid moisture infiltration at the connection point. The existing downspout from the unit above was not affected by the installation of the cover.

The entire structure was painted to match the existing building exterior.

Currently, there are no open Mutual Consents for Unit 124-B.

A Neighbor Awareness Notice was sent to Units 124-O, 124-C and 124-P on April 5, 2018 due to line of sight within 150 feet of the alteration.

Compliance was notified on April 3, 2018 of the unauthorized alteration; a disciplinary hearing is pending.

There are no variance requests on file for installing a similar patio cover on this model unit.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 124-B.

Prepared By: Gavin Fogg, Alterations Inspector II

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, March 28, 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 **124-B**, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Manor 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 s ("Member ") 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 **124-B** for **retaining wooden patio cover**, 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 Member.
3. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 124-B and all future Mutual Members at 124-B.
4. 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.
5. 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 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 '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.

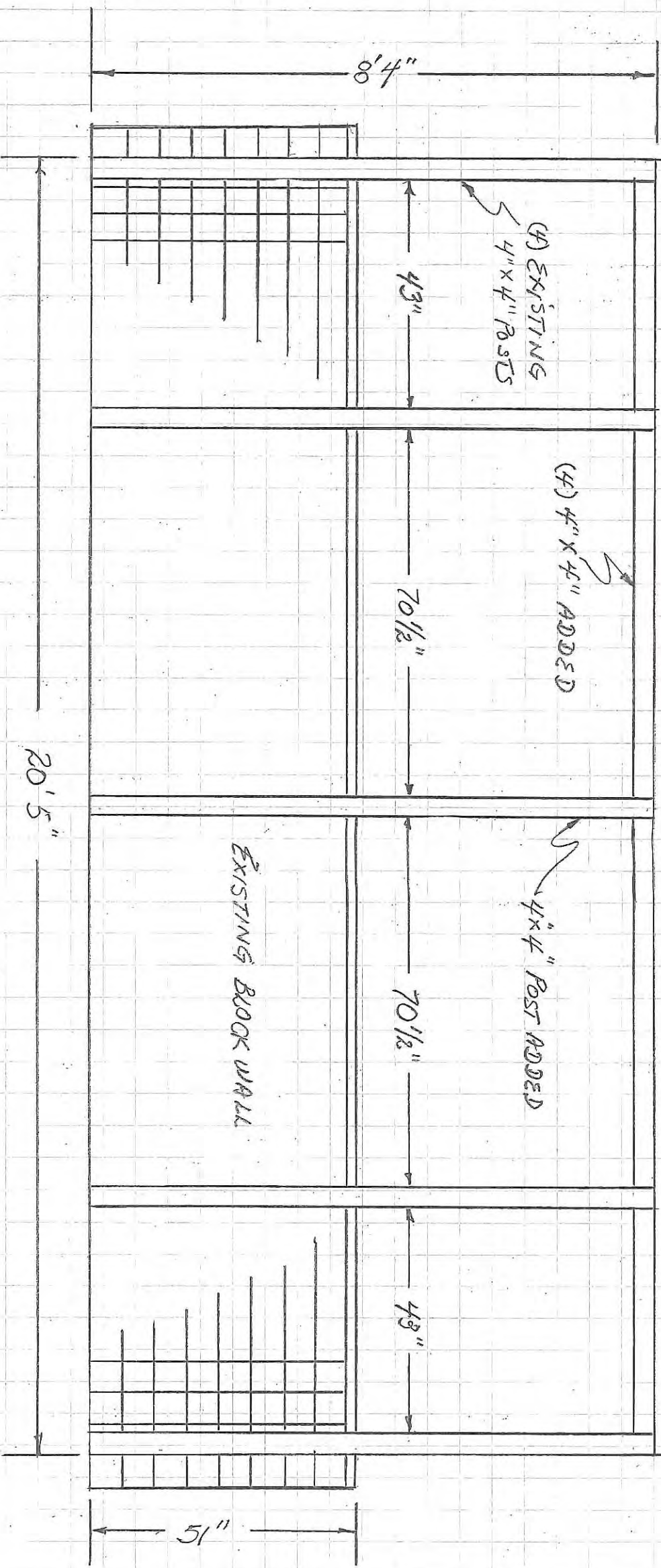
6. Prior to the issuance of a Mutual Consent for Manor Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "United Laguna Woods Mutual Color Selections" at Resident Services, located at the Community Center first floor.
7. Member 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 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. Member acknowledges and agrees that all such persons are his/her invitees. Member shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations. Member 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.
9. 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.
10. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.
11. Member'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.
12. 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 both a Final Mutual Consent for Unit 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.

13. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member 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 Member; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member'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.
14. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Member 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.
15. Any remaining Conformance Deposit is refundable if the Member 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's address of record with the Mutual. Under no circumstances shall Member 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 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.
16. 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>.
17. 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.
18. 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.
19. 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.

20. 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.
21. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
22. 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.
23. 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 Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
24. Mutual Member shall indemnify, defend and hold harmless United 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.

UPPER UNIT BALCONY



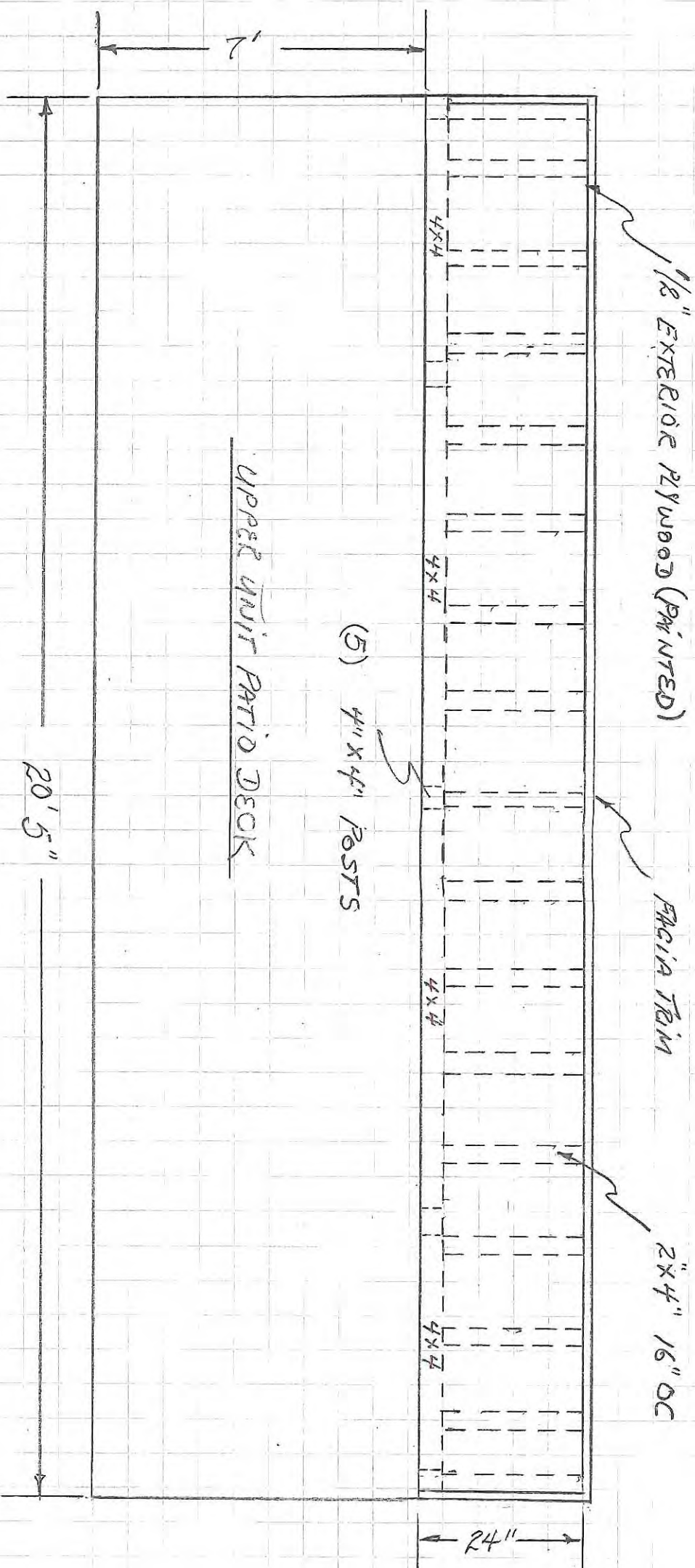
Floor Framing View From Inside Patio

MATERIALS

- (2) 4" x 4" x 4'3"
- (2) 4" x 4" x 70 1/2"
- (1) 4" x 4" x 8'4"
- (10) 4" x 4" 20 GA RIGID TIE CONNECTORS
- GRIP RITE JOIST HANGER NAILS

Variance Request

JOHN F. CAPPASOLA
1243 VIA ESTERADA



UPPER UNIT PATIO DECK

EXTENSION TOP VIEW

MATERIALS

- (17) 2"x4"x24"
- 1/8" EXTERIOR PLYWOOD - PAINTED WITH DUNN EDWARDS EXTERIOR REINER (TYP.)
- (17) 2"x4" RIGID TIE CONNECTORS
- 1"x6" FASCIA TRIM - PAINTED
- GRIP RITE JOIST HANGERS NAILS

MARINCE REQUEST

JOHN F. CARPASCOLA
124 B VIA ESTREDA

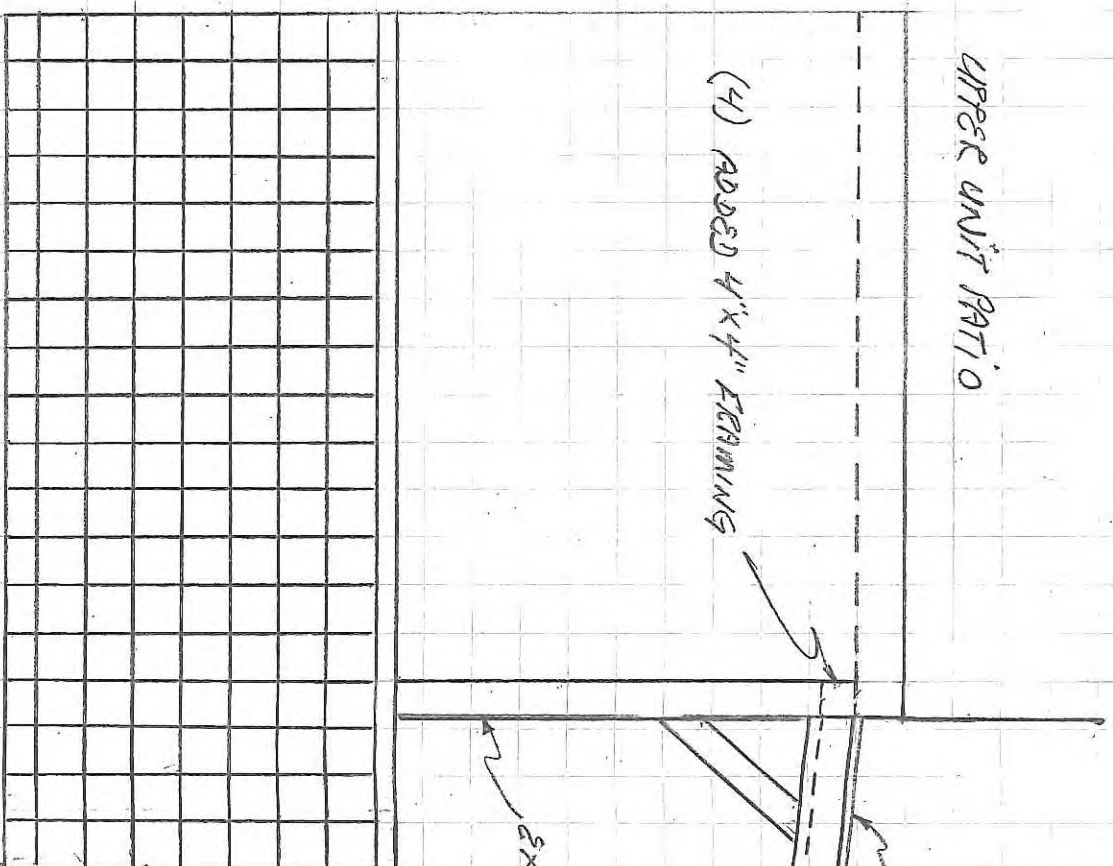
UPPER UNIT RATIO

(4) ADDED 4"x4" FRAMING

CLASSIC RIB STEEL GALVALUME ROOF PANELS OVER 1/2" PAINTED PLYWOOD

EXISTING 4x4 POSTS (5)

EXISTING BLOCK WALL



SIDE VIEW

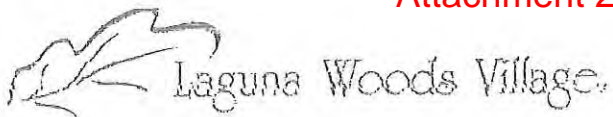
MATERIALS

CLASSIC 19 GA RIB STEEL GALVALUME ROOF PANELS
1/2x H&B #12 ROOFING SCREWS
GALP RITE JOIST HANGER NAILS
GALVALUME ROOFING NAILS

Variance Request

John F. Cappasola
124 B Via Estada





MANOR # 124-B
☒ ULWM ☐ TLHM
 SA 21240998

Variance Request Form

Model: <u>MA Jorca</u>	Plan: <u>8B</u>	Date: <u>3-28-2018</u>
Member Name: <u>JOHN F. CAPPASOLA</u>	Signature:	
Phone:	E-mail:	
Contractor Name/Co: <u>JOHN F. CAPPASOLA (RESIDENT)</u>		
Mailing Address: (to be used for official correspondence) <u>124 VIA ESTRADA UNIT B</u>		

Description of Proposed Variance Request ONLY:

RETAIN PATIO EXTENSION COVER WOOD TO MATCH EXISTING STRUCTURE AND COLOR

Dimensions of Proposed Variance Alterations ONLY:

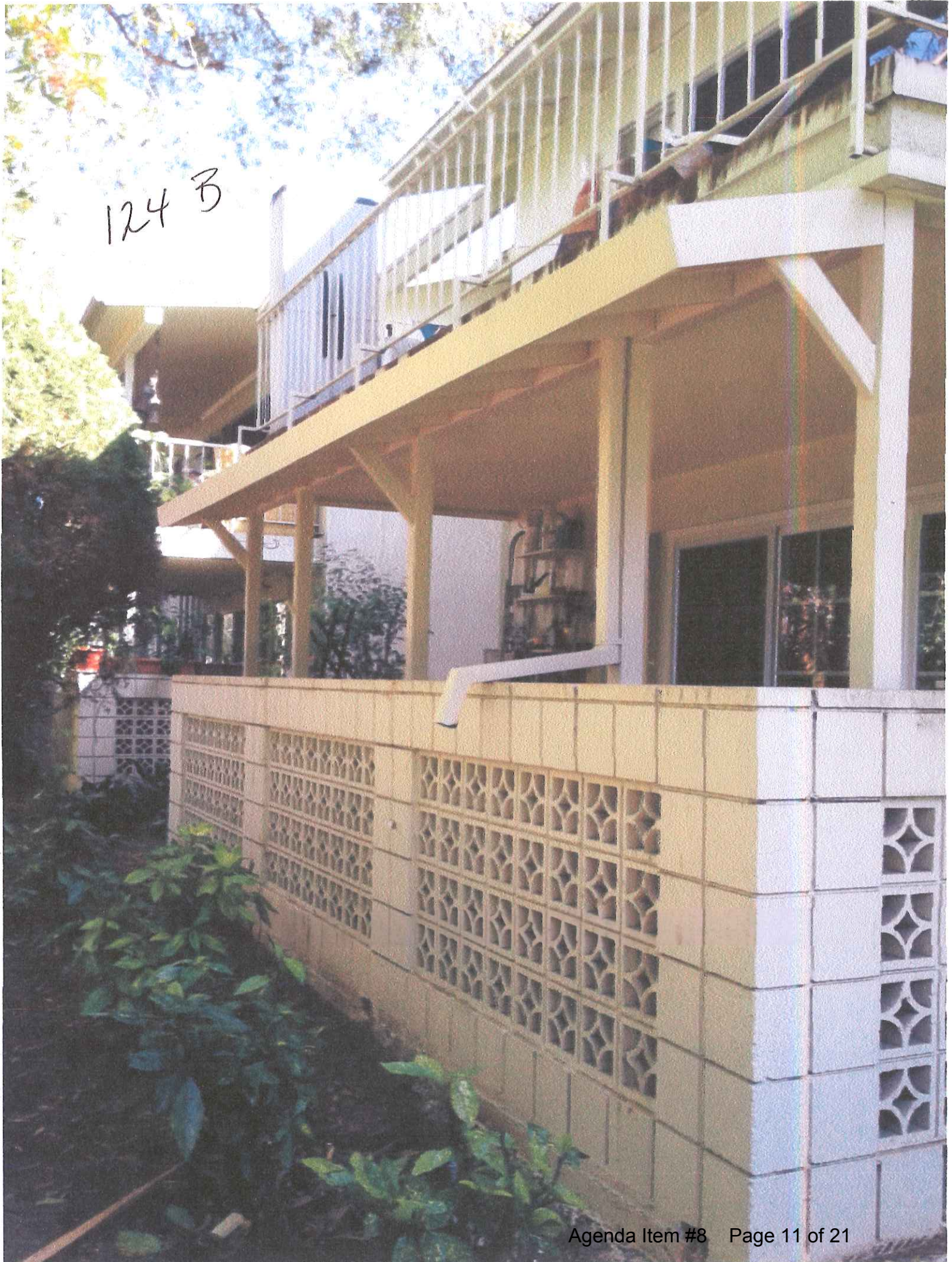
2 FT. X 20 FT. 4 IN. EXTENSION COVER (17) 2" X 4" X 24"
(2) 4" X 4" X 43" (17) 2" X 4" LOGA RIGID TIE CONNECTORS
(2) 4" X 4" X 70 1/2" 1/2" EXTERIOR PLYWOOD
(1) 4" X 4" X 8' 4" 1" X 6" FACIA BOARD
(10) 4" X 4" LOGA RIGID TIE CONNECTORS - GRIP RITE JOIST HANGER NAILS 29 GA RIB STEEL GALVALUME ROOF PANELS

FOR OFFICE USE ONLY

RECEIVED BY: Joel Jimenez DATE RECEIVED: 4/10/18 3/28/18 Check # 117 BY: John Cappasola

Alteration Variance Request	Complete Submittal Cut Off Date: <u>4-13/18</u>
Check Items Received:	Meetings Scheduled:
<input type="checkbox"/> Drawing of Existing Floor Plan	Third AC&S Committee (TACSC): _____
<input type="checkbox"/> Drawing of Proposed Variance	United M&C Committee: <u>5/17/18</u>
<input type="checkbox"/> Dimensions of Proposed Variance	Board Meeting: <u>6/12/18</u>
<input type="checkbox"/> Before and After Pictures	<input type="checkbox"/> Denied
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Approved
	Agenda Item #8 Page 10 of 21
	<input type="checkbox"/> Tabled <input type="checkbox"/> Other _____

124 B



124 B



124 B



[Home](#) / [Building Materials](#) / [Roofing & Gutters](#) / [Roofing](#) / [Roof Panels](#) / [Metal Roofing](#)

Mode

124 B

Metal Sales

10 ft. Classic Rib Steel Roof Panel in Galvalume



Me
10 f



- 1
- 1
- 1

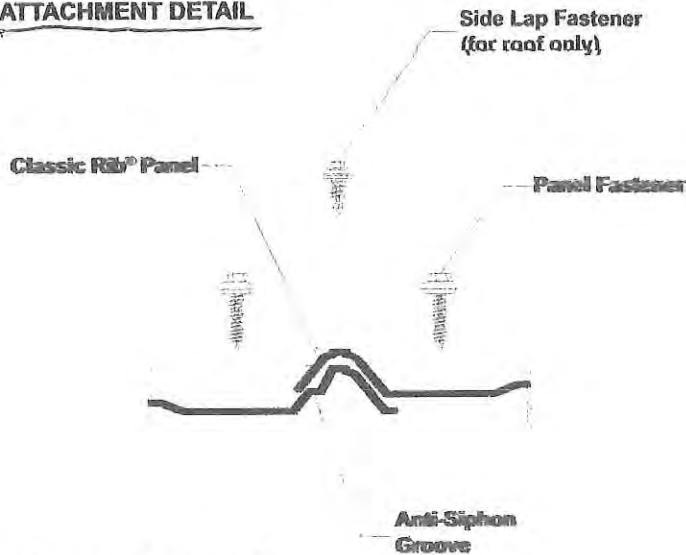


Qua

Click or Tap Image to Zoom In

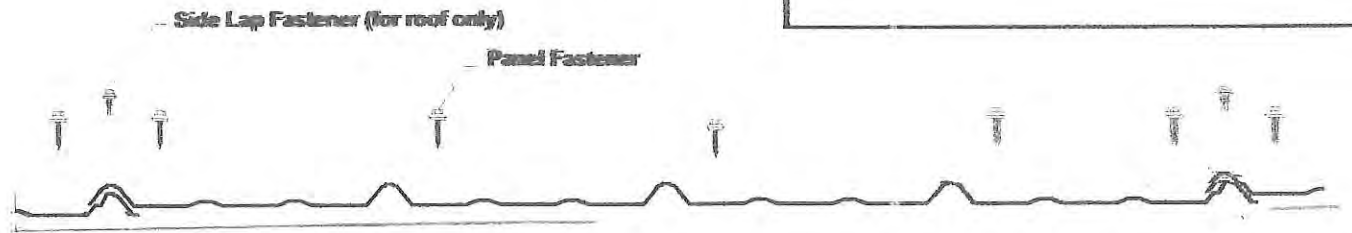
CLASSIC 29 GA. RIB STEEL ROOF PANELS

ATTACHMENT DETAIL

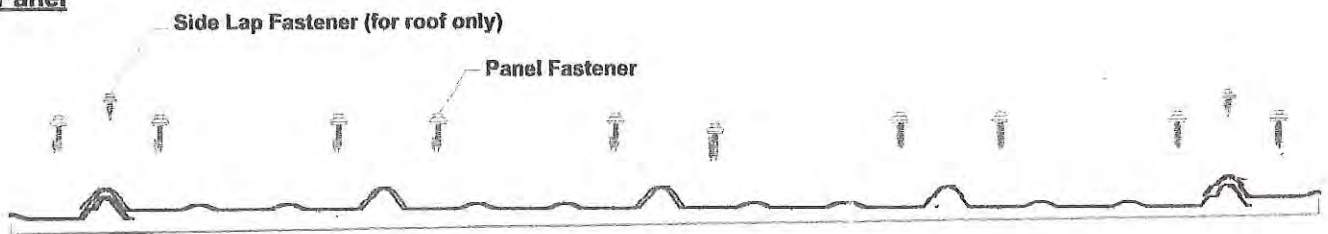


FASTENING PATTERN

Field of Panel



Ends of Panel



FASTENER INFORMATION

Overdriven fasteners will cause panel distortions.

Fasteners should extend 1/2" or more past the inside face of the support material.

Thick panels (ex. 18 ga) or supports (ex. 1/2" steel) may require predrilling of holes for screws.

Panel Fasteners:

Attaching to Wood:

10-14 Wood Screw

10-14 XL Wood Screw

Attaching to Steel:

12-14 Self Drilling Screw

12-14 XL Self Drilling Screw

Side Lap Fastener:

1/4"-14 x 7/8" Stitch Screw

1/4"-14 x 7/8" XL Stitch Screw

Trim Fastener:

1/4"-14 x 7/8" Stitch Screw

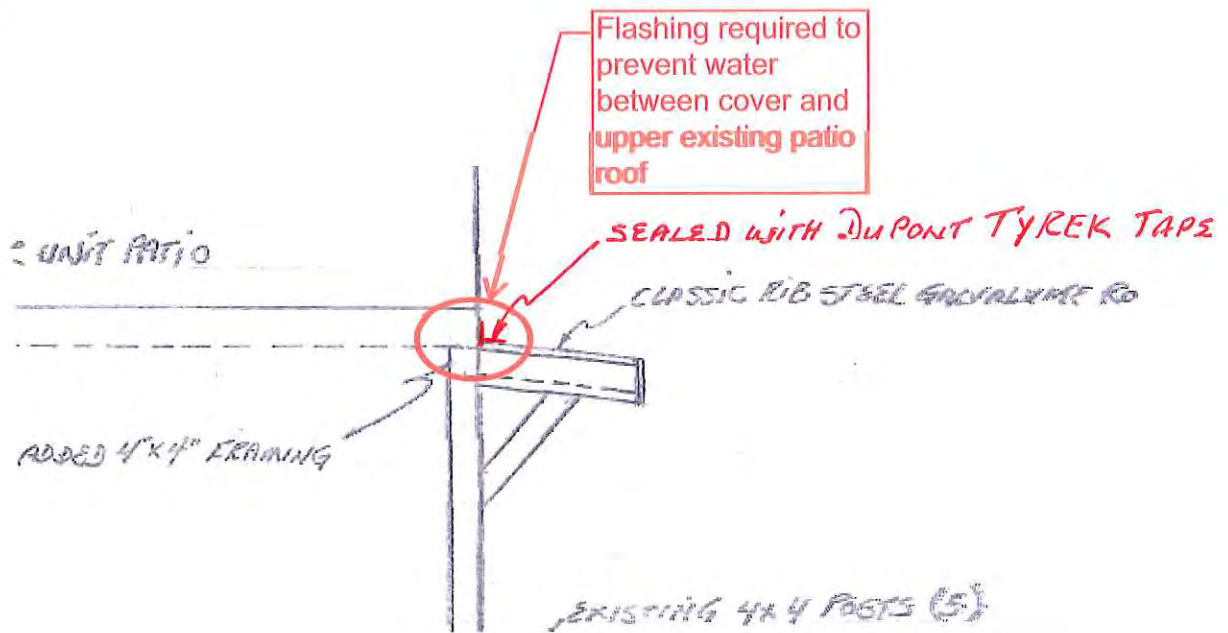
1/4"-14 x 7/8" XL Stitch Screw

SECTION PROPERTIES

ALLOWABLE UNIFORM LIVE LOADS psf
For various fastener spacings

Ga.	Width in	Width Rd	Weight psf	Top in Compression		Bottom in Compression		Inward Load						Outward Load					
				Box in/ft	Soc in/ft	Box in/ft	Soc in/ft	15'	2'	2.5'	3'	3.5'	4'	15'	2'	2.5'	3'	3.5'	4'
29	36	80	0.62	0.0100	0.0131	0.0053	0.0118	142	81	52	36	27	21	179	103	66	46	34	26
26	36	80	0.79	0.0127	0.0192	0.0070	0.0153	125	105	68	47	35	27	227	131	84	59	44	33
24	36	80	1.03	0.0153	0.0240	0.0103	0.0208	208	119	77	53	39	30	245	141	91	64	47	36

- Theoretical section properties have been calculated per AISI 2007 North American Specification for the Design of Cold-Formed Steel Structural Members. Box and Soc are effective section properties for deflection and bending.
- Allowable load is calculated in accordance with AISI 2007 specifications considering bending, shear, or combined bending and shear and deflection. Allowable load considers the 3 or more equal spans condition. Allowable load does not address web crippling, fasteners, support material or load testing. Panel weight is not considered.
- Deflection consideration is limited by a maximum deflection ratio of L/180 of span.
- Allowable loads do not include a 1/3 stress increase for wind.
- Diaphragm Capacity - 296 plf average ultimate shear strength using the above fastening pattern.



FOR: GAVIN FOGG

FROM: JOHN F. CAPPASOLA 124B

1243

DuPont™ Tyvek® Tape

BUILDING SCIENCE BULLETIN

Specify DuPont™ Tyvek® Tape in commercial building applications to finish the job right.



DuPont™ Tyvek® Tape is specially engineered to provide the best adhesion to DuPont™ Tyvek®.

In commercial construction, DuPont™ Tyvek® Tape is the crucial final step for maximum reduction of air and water infiltration through the building envelope.

Using a quality weather barrier on a commercial building is as important as installing it properly. Taping the seams after wrapping, in addition to taping any tears or holes, is the best practice for maximum reduction of air and water intrusion into the building envelope.

DuPont™ Tyvek® Tape features a specially engineered adhesive to create the best adhesion to DuPont™ Tyvek® Weather Barrier Systems in any climate. DuPont™ Tyvek® Tape works when other tapes won't, sealing seams for a continuous protective barrier against air and water infiltration.

Not all tapes are created equal.



Taping the seams after wrapping is the best practice for completely sealing the building envelope.

Desired qualities of a sheathing tape	DuPont™ Tyvek® Tape	Duct tape	Blue outdoor masking tape	Carton sealing tape
Strength	•	•		
High tack	•	•		•
Temperature resistant	•			
UV resistant	•		•	
Pliability	•	•	•	•
Ease of use	•	•	•	•
Permanent acrylic adhesive	•		•	
Meets Canadian Construction Material Center's Standard 7281 for sheathing	•			



The miracles of science™



Attachment: 3





Attachment: 4





~~UNITED LAGUNA WOODS MUTUAL~~

SECTION 7 SATELLITE DISHES

MARCH 1996

REVISED FEBRUARY 2002, RESOLUTION U-02-12

REVISED FEBRUARY 2007, RESOLUTION 01-07-17

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

REVISED MAY 2013, RESOLUTION # 01-13-74

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

REVISED MAY 2018, RESOLUTION 01-18-XX

~~1.0~~ 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 — Per the Federal Communications Commission (FCC), the Mutual is not obligated to provide a place for the installation of a satellite dish if there is not an area exclusively used by the resident capable of receiving clear signals (Reference: FCC Fact Sheet on Placement of Antennas; May 2001).~~
- ~~2.2 — Prior to installation of any satellite dishes, a plan and specifications of all proposed work and equipment must be submitted for approval as specified in Section 1.5.~~
- 2.31 — The Member applyingWith the application for Mutual Consent for permit shall provide the Manor Alterations DepartmentDivision with a plan shall be submitted that indicatinges all work to be done; i.e.e.g., type of satellite dish, a full description, the location on building, anchoring, cable routing and relevant information regarding all attachments. Site location will be contingent -upon approval by the Manor Alterations DepartmentDivision.

- 2.32** All steel mounting components for the satellite dish must be galvanized or zinc coated.
- 2.43** In the event that a satellite dish must be removed for any reason, it shall be the Member's responsibility to remove and properly store it until such time that maintenance work has been completed.
- 2.54** No satellite dish will be permitted (or installed) on roofs with Mutual photovoltaic system (solar panels) or areas which may pose a hazard to residents or workmen due to its location and/or dimensions.
- 2.65** Penetrations through walls shall be thoroughly sealed. **Penetrations through roofs are strictly prohibited.** The length of exterior cable runs must be kept to a minimum. All cables shall be installed in wire mold (vinyl or aluminum) and painted to match the surface attached to.
- ~~2.7 The Member applying for permit shall provide the Manor Alterations Department Division with a plan indicating all work to be done; i.e., type of satellite dish, a full description, the location on building, anchoring, and relevant information regarding all attachments. Site location will be contingent upon approval by the Manor Alterations Department.~~
- 2.86** According to the plans submitted and the need for specific satellite dish gear, the Member shall make all efforts to install a unit that will be hidden from sight and is as compact as possible. The Mutual retains the right to request screening to hide the dish from view.
- 2.97** All satellite dishes and exterior cables shall be removed; all penetrations shall be properly patched, sealed and texture/paint to match the surfaces prior to the sale or transfer of real property.

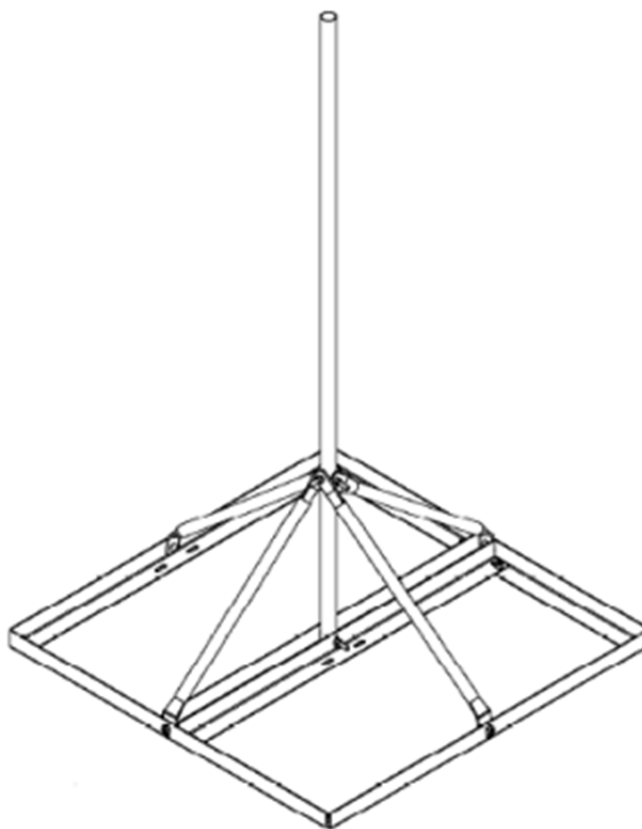
3.0 ~~3.0~~ EQUIPMENT

- ~~3.03.1~~ No more than one (1) dish per dwelling unit is allowed.
- ~~3.13.2~~ No satellite dish shall exceed 36" in diameter.
- ~~3.23.3~~ All satellite dishes shall be installed -only within the perimeter of patios, balconies, or on flat roofs.
- 3.4** A tripod or pipe mount must be utilized for patio or balcony installations. Attaching a satellite dish or any of its components directly to the building is strictly prohibited.
- 3.5** Satellite dish installation is permitted on flat roofs when the location does not interfere with the overall visual continuity of the manor unit and/or

surrounding area. The satellite dish must be mounted on a non-penetrating stand weighted down with a minimum of four 8" X 8" X 16" cinderblocks and must be located only above the subject manorunit and at least 10' from the roof edge, (See Example 1 below). Attaching a satellite dish or any of its components directly to a roof is strictly prohibited.

- 3.6** For installation of a satellite dish onto a **flat PVC cool roof**, the member must install a 3' X 3' satellite dish pad provided by the Mutual's roofing contractor at the expense of the Member.

Example 1: Non Penetrating Satellite Dish Roof Mount



Davis-Stirling Re: Satellite Dishes

Summary¹

Reasonable Restrictions: Associations may always adopt and enforce rules to require owners to provide for repair and maintenance of roofs, exterior walls, or similar components due to installing an antenna or dish, and also to require indemnification against any loss or damage arising from the installation. Associations can always require prior notice, but prior approval through the architectural process is only allowed for installations that are not within exclusive use areas, and even then, the process must move quickly to avoid unreasonable delays.

Safety: Associations may adopt clearly-defined, safety restrictions, even if they impair installation, maintenance or use, provided they are necessary to protect public safety and are no more burdensome than necessary to ensure safety.

Camouflage: Associations can require owners to camouflage their antennas so they blend into the background, provided it does not interfere with reception or impose unreasonable costs. This includes painting the antennas and screening or landscaping around antennas.

Number of Antennas: Associations cannot restrict multiple antennas if more than one is necessary to receive the desired service.

Other Antennas: Associations can prohibit other kinds of antennas that are not designed to receive television signals such as radio antennas, citizen band towers and/or parabolic dishes that receive or transmit signals other than television signals.

Central Antenna: Under some circumstances where a central or common antenna is available, an association may restrict the installation of individual antennas.

Davis-Sterling

Civil Code §4725: TV Antennas and Satellite Dishes.

[Old: Civ. Code §1376]

(a) Any covenant, condition, or restriction contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of, or any interest in, a common interest development that effectively prohibits or restricts the installation or use of a video or television antenna, including a satellite dish, or that effectively prohibits or restricts the attachment of that antenna to a structure within that development where the antenna is not visible from any street or common area, except as otherwise prohibited or restricted by law, is void and unenforceable as to its application to the installation or use of a video or television antenna that has a diameter or diagonal measurement of 36

¹ <https://www.davis-stirling.com/HOME/Satellite-Dish>

inches or less.

(b) This section shall not apply to any covenant, condition, or restriction, as described in subdivision (a), that imposes reasonable restrictions on the installation or use of a video or television antenna, including a satellite dish that has a diameter or diagonal measurement of 36 inches or less. For purposes of this section, "reasonable restrictions" means those restrictions that do not significantly increase the cost of the video or television antenna system, including all related equipment, or significantly decrease its efficiency or performance and include all of the following:

- (1) Requirements for application and notice to the association prior to the installation.
- (2) Requirement of a member to obtain the approval of the association for the installation of a video or television antenna that has a diameter or diagonal measurement of 36 inches or less on a separate interest owned by another.
- (3) Provision for the maintenance, repair, or replacement of roofs or other building components.
- (4) Requirements for installers of a video or television antenna to indemnify or reimburse the association or its members for loss or damage caused by the installation, maintenance, or use of a video or television antenna that has a diameter or diagonal measurement of 36 inches or less.

(c) Whenever approval is required for the installation or use of a video or television antenna, including a satellite dish, the application for approval shall be processed by the appropriate approving entity for the common interest development in the same manner as an application for approval of an architectural modification to the property, and the issuance of a decision on the application shall not be willfully delayed.

(d) In any action to enforce compliance with this section, the prevailing party shall be awarded reasonable attorney's fees.



~~UNITED LAGUNA WOODS MUTUAL~~ **SECTION 8 PATIO BLOCK WALLS**

MARCH 1996

REVISED MAY 2004 RESOLUTION 01-04-70

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

REVISED MAY 2013, RESOLUTION 01-13-75

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

REVISED MAY 2018, RESOLUTION 01-18-XX

1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

2.0 APPLICATIONS

- 2.1 All walls shall be of slumpstone block 4x4x16, 4x6x16, or 6x6x16 slumpstone or block to match existing wall.
- 2.2 Block will be painted in conformance with the Mutual's policy on exterior paint colors. Excess mortar will be removed. Weep holes of the proper size and location shall be provided as needed.

3.0 PREPARATIONS

- 3.1 In each case, the site will be inspected by the ~~Manor Alterations~~Alterations DepartmentDivision prior to work for adjustments pertaining to this section.
- 3.2 No block wallss will be allowed that will hinder yard drainage.
- 3.3 No block wallss will be allowed in areas where access for maintenance is required.
- 3.4 In no case will a block wall or its related components cover sprinklers, sprinkler lines, or other related items.
- 3.5 No block wall will be allowed that may encroach upon a view of a neighboring manor as determined by the ~~Manor Alterations~~Alterations DepartmentDivision.

3.6 No block walls will be permitted in Common Area

4.0 **APPLICATIONS**

- 4.1 No wall shall be over 5 feet in ~~height~~ nor under 12 inches in height. Existing patio block walls may be raised or lowered in accordance ~~to~~ with these dimensions and ~~the~~ location as determined by the ~~Manor~~ Alterations ~~Alterations~~ Department ~~Division~~.
- 4.2 Gates constructed in accordance with Mutual Standard 17: Patio Gates and Courtyard Doors may be incorporated into a block wall as approved by the ~~Manor~~ Alterations ~~Alterations~~ Department ~~Division~~.
- 4.3 Gaps between patio block walls may be filled in with materials that are in accordance with Mutual Standard 16: Fences, Wrought Iron and Mutual Standard 17: Patio Gates and Courtyard Doors ~~as~~ to match any existing gate.
- 4.4 Wrought iron fencing constructed in accordance with Mutual Standard 16: Fences, Wrought Iron may be incorporated on a block wall as approved by the ~~Manor~~ Alterations ~~Alterations~~ Department ~~Division~~.
- 4.5 Walls may be covered with stucco to match the building-. The stucco finish must ~~match~~ the existing texture and color. Grout lines must be flush with existing block prior to stucco application. Brick or tile caps ~~are~~ may be permissible.
- 4.6 All walls shall be constructed within the approved patio dimensions. Patio slabs shall not be extended without written approval of the Board. All walls shall be constructed on engineered footings. Planting areas between the wall and slab are ~~All walls built will be on or bordering the patio slab. If the patio slab may be extended, the block wall may be at those dimensions. Planting areas between the wall and slab are acceptable in those cases. Maintenance~~ acceptable. Maintenance of these planter areas shall become the sole responsibility of the Mutual member.
- 4.7 Lattice or, bamboo panels are not allowed on block walls.

5.0 **SPRINKLER REVISIONS**

- 5.1 Sprinklers will be revised only by the Mutual's designated Landscape crew. ~~the~~ the cost of such revisions shall be borne by the ~~Mutual~~ Member.
- 5.2 No sprinklers will be placed inside any patio area by the Mutual's designated Landscape crews, and any systems added shall not be connected to the Mutual-owned system.

6.0 OPENINGS IN WOOD FRAMED PATIO WALLS

- 6.1** The size of openings is optional and must be approved by the [Manor Alterations](#) [Alterations Department](#) [Division](#).
- 6.2** Openings must be located such as to maintain symmetry along the patio wall. The top of an opening shall be in line with the top of the windows of the manor. The first opening shall set a size and location precedent for any future openings on patio walls on the same side of the building.
- 6.3** The finished openings must match the existing finish on the patio wall. Wood finish trim or brick veneer is not allowed.
- 6.4** —Neighbor Awareness Forms may be required as determined by the [Manor Alterations](#) [Alterations Department](#) [Division](#).



STAFF REPORT

DATE: April 23, 2018
FOR: Architectural Controls & Standards Committee
SUBJECT: Vacant Unit Inspection Policy

RECOMMENDATION

Entertain a Motion to approve a Resolution revising the Vacant Unit Inspection Policy.

BACKGROUND

On November 14, 2008, the Board approved Resolution 01-08-196, establishing the Interior Inspection of Vacant Units Policy (Attachment 1). The policy was established due to vacant units presenting a number of concerns to United Mutual and its residents.

DISCUSSION

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

Since the insurance policy precludes the Mutual from reimbursement for damages that occur due to neglect or lack of maintenance, it is in the Mutual's best interest to conduct regular inspections of vacant units. In United Mutual there are currently 70 vacant units with an average vacancy of over three years, with the longest being vacant for 26 years.

Per the current policy, vacant unit inspections are triggered when a unit is unoccupied for six months. When that threshold is met and annually thereafter, the policy requires Staff to contact the Shareholder of Record (Shareholder) with written notification of intended inspection. The notice must be given a minimum of 15 days prior to the planned inspection and requires a positive response from the Shareholder. If the Shareholder does not respond within the specified time period, Staff must attempt to notice the Shareholder a second time. After the second failed attempt, or if the Shareholder denies entry, the matter is to be referred to the Board for disciplinary action.

When following this policy, Staff has found the requirements administratively problematic and time consuming. As set forth in the policy, the notification procedures

can require over two months of administration and numerous hours of Staff time to complete an inspection.

To reduce the administrative burden created by the current notification and scheduling process, Staff proposes several changes to the policy. One of the key reasons for inspections is to ensure proper maintenance to reduce the likelihood of damage to Mutual property. As water leaks, rodent infestation, and mold can create serious problems in a short amount of time, Staff recommends keeping the threshold for inspections at six months, but complete inspections every six months in lieu of the current annual inspections.

Staff recommends revising the notification process to reduce the administrative complexity; provide an Initial Notification of Shareholders by certified and regular mail that will occur when a Unit reaches the established threshold. This notification will detail the justification and the methodology of the inspection. A subsequent letter will be sent out 15 days prior to the scheduled inspection notifying the Shareholder of the actual inspection date and time frame. It will also encourage their presence during the inspection.

The current policy states that the Mutual will conduct non-emergency inspections only upon response from the Shareholder. Historically, this requirement has been a hindrance to implementation of this policy. The United Occupancy Agreement, Article 17; Inspection of Dwelling Unit, clearly states "...the officers and agents of the Corporation...shall have the right to enter the dwelling unit of the Member and make inspection thereof at any reasonable hour ..."

Since the Occupancy Agreement requires a Shareholder to grant entry, a return response authorizing inspection is unnecessary. The proposed notifications give the Shareholder an avenue in which to object to access, which would be reviewed by Staff and, if necessary, be referred to the Board for resolution. As in the previous Resolution, failure to provide access will be subject to referral to the Board for disciplinary action.

Access to vacant units has been problematic for both emergencies and non-emergencies. The Mutual's current Key File Program is voluntary; since access to vacant units in an emergency is critical and entry for maintenance using a locksmith is expensive and time consuming, Staff proposes to make the Key File Program for vacant units mandatory. When a unit is identified as vacant and no key is on file, the Shareholder will be notified to provide one. Failure to provide a key will be subject to referral to the Board for disciplinary action.

As in the current policy, non-emergency inspections will be conducted with Security personnel in attendance to ensure there is no adverse impact upon the unit interior due to the Mutual's inspection. The remainder of the existing policy will remain unchanged.

FINANCIAL ANALYSIS

After implementation of the policy, staff will review if an unbudgeted administrative position will be necessary in the Alterations Division to perform the coordination and administration relevant to this policy.

Prepared By: Kurt Wiemann, P.I.R. Manager

Reviewed By: Eve Morton, Alterations Coordinator

ATTACHMENTS:

Attachment 1: Resolution 01-08-196, November 14, 2008 (Existing Policy)

Attachment 2: Resolution 01-18-XX (Proposed Policy)

Attachment 1
Current Policy

RESOLUTION 01-08-196

WHEREAS, United Mutual currently does not conduct regular, periodic inspections of manor interiors to assist with determining the condition of the manor and taking remedial action to reduce loss or damage to Mutual property; and

WHEREAS, there has been an increased concern with the condition of manors which have been vacant for six or more months; and

WHEREAS, based on corporate counsel's advice, and the Mutual's governing documents, the Mutual has the right to inspect manors at a reasonable hour in the event of an emergency, at any time; and the right to enter manors at a reasonable hour in non-emergency situations for the purposes of inspections to determine whether maintenance or repairs may be necessary, as well as performing such maintenance and/or making repairs;

NOW THEREFORE BE IT RESOLVED, November 14, 2008, that the Board of Directors hereby authorizes non-emergency inspections of manor interiors that have been identified as being unoccupied for six months or more; and

RESOLVED FURTHER, that such inspections shall be conducted annually with an estimated cost of \$11,000 to be charged as an unbudgeted operating expenditure in 2009, and will be included in the Mutual's annual operating budget going forward; and

RESOLVED FURTHER, that the Mutual shall provide a minimum of 15 days' notice of inspection to the member of record of each vacant manor; and

RESOLVED FURTHER, that the Mutual shall conduct the non-emergency inspections with Security personnel in attendance unless access is specifically denied by the member of record; and

RESOLVED FURTHER, that if the member of record does not respond after two contact attempts by the Mutual or specifically denies entry, the matter will be referred to the Board for member disciplinary action; and

RESOLVED FURTHER, that in the event that inspectors encounter illegal or unauthorized occupants in certain manors that Mutual records indicate are vacant, the matter shall be referred to the Board for member disciplinary action; and

RESOLVED FURTHER, that non-emergency inspections shall be conducted with Security personnel in attendance to document and ensure there is no adverse impact upon the manor interior by the Mutual's inspection; and

RESOLVED FURTHER, that the inspector shall identify and note conditions within the manors and facilitate remediation of adverse functional conditions identified; and

RESOLVED FURTHER, that necessary emergency repairs that are the responsibility of the member will be carried out and charged to the member of record; and

RESOLVED FURTHER, that necessary repairs that are the responsibility of the Mutual will be carried out at Mutual cost; and

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

Attachment 2

RESOLUTION 01-18-XX

INTERIOR INSPECTION OF VACANT UNITS

WHEREAS, vacant units present a number of concerns to United Mutual and its residents and those concerns increase the longer the unit is vacant; it is to the benefit of United and its residents to inspect the condition of units which have been vacant for six months or more; and

WHEREAS, based on corporate counsel's opinion, and the Mutual's governing documents, the Mutual has the right to inspect units at any time in the event of an emergency and the right to enter units at a reasonable hour in non-emergency situations for the purpose of performing maintenance.

NOW THEREFORE BE IT RESOLVED, May 8, 2018, that the Board of Directors hereby introduces the Vacant Unit Inspection Policy;

RESOLVED FURTHER, a unit will be considered vacant when no record of occupancy has occurred within a six month period;

RESOLVED FURTHER, when a unit is vacant, the owner of record shall file a key with resident services for emergency and maintenance access;

RESOLVED FURTHER, that except in case of an emergency inspection, the Mutual will provide a minimum of 15 days' notice of inspection to the owner of record of each vacant unit;

RESOLVED FURTHER, the Mutual will conduct non-emergency inspections after said notice unless the owner submits a letter of objection;

RESOLVED FURTHER, if the owner of record objects or specifically denies entry, the matter will be referred to the Board for Member disciplinary action;

RESOLVED FURTHER, non-emergency inspections will be conducted with Security personnel in attendance to document and ensure there is no adverse impact upon the unit interior by the Mutual's inspection;

RESOLVED FURTHER, the inspector will identify and note conditions within the units and facilitate remediation of adverse functional conditions identified if necessary to protect against damage to Mutual property, common area damage or nuisance to neighboring residents;

RESOLVED FURTHER, that necessary emergency repairs that are required to prevent damage to Mutual property that are the responsibility of the member, will be carried out and charged to the owner of record;

RESOLVED FURTHER, that necessary emergency repairs that are the responsibility of the Mutual will be carried out at Mutual cost;

RESOLVED FURTHER, that Resolution 03-14-2 adopted March 20, 2014 is hereby superseded and cancelled; 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.

EXHIBIT ONE: Members are responsible for alterations/improvements/redecoration. Mutual allows for standard replacements.

Responsibility for Repair of Damage to Unit/Manor - United Laguna Hills Mutual

Cause of Damage	Mutual	Member/Owner
United		
Leak in Slab	X	Alterations/Improvements/Redecoration
Leak in Wall	X	Alterations/Improvements/Redecoration
Mainline Stoppage	X	Alterations/Improvements/Redecoration
Multiple Fixture Stoppage	X	Alterations/Improvements/Redecoration
Sprinklers hitting house	X	Alterations/Improvements/Redecoration
Toilet Base Leaks	X	Alterations/Improvements/Redecoration
Water Heater Leaks	X	Alterations/Improvements/Redecoration
Rain Leaks - (if not in alteration)**	X	
Window Leaks from Rain**	X	
Window sweating where window not working properly**	X	
Negligence of Member/Owner/Guest/Resident*		X
Plumbing Leaks in Alterations*		X
Rain Leaks in Alterations*		X
Single Fixture Stoppage*		X
Stopper left in sink, tub, or shower caused overflow *		X
Toilet Tank Leaks/damaged by resident*		X
Window sweating causes damage to building if nothing wrong with window		X
Window sweating if nothing wrong with window		X
Excess Humidity in unit		
Keeping closed up and hot		X
Not using fans when cooking/bathing		X
Numerous plants - hothouse effect		X
Pets cause dampness		X
Fire Damage to Unit*		
	Cause may determine who is responsible for the damage	

Claims will be turned in to the Mutual's insurer if they exceed the deductible. The member should always notify their own insurer immediately. Members are always responsible for permitted alterations including removal and replacement for repairs to the building.

*The Mutual will expect the member to obtain proper insurance for this type of loss and, if the Mutual makes repairs, will bill the Member for damage.

Members must inform the Mutual through the Property Services Department of damage including those involving water, fire, rain, humidity and windows, etc. If there is a delay in notification any resultant damage may be the responsibility of the member/owner.