



OPEN MEETING

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

**Thursday, July 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 June 21, 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. 409-C (Madrid, 4) - Return to Previous Alternate Color Schemes for Entry Door and Interior Patio Wall
9. 603-C (Granada, 10A) - Bathroom Split and Retain Non-Standard Door Color
10. Review Architectural Standard 15: Floor Coverings; Exterior
11. Review Architectural Standard 16: Fences: Wrought Iron

Reports:

12. Review and Discuss Revising the Hard Surface Flooring Policy

Items for Future Agendas

Concluding Business:

- 13. Committee Member Comments
- 14. Date of Next Meeting - August 16, 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, June 21, 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, Cash Achrekar, Pat English

DIRECTORS PRESENT: Carl Randazzo, Juanita Skillman

COMMITTEE MEMBERS ABSENT: Advisor Kay Anderson

ADVISORS PRESENT: Walt Ridley, Ken Deppe, Mike Mehra

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

4. Approval of the Report for May 17, 2018

Director English stated she should be added to the "Committee Members Present" section since she was in attendance. Director Morrison made a motion to approve the report, with that correction. Director English seconded. The Committee was in unanimous support.

5. Committee Chair Remarks

Ms. Dorrell is pleased about the new Ceilings and Soffits Policy. She also thanked Staff for their work.

6. Member Comments

None.

7. Department Head Update

None.

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. 44-H (Barcelona, 10B) Window to Door in Kitchen

Director Tibbets moved to accept Staff's recommendation and approve this request. Director Morrison seconded. The Committee was in unanimous support.

9. 607-A (Valencia, 9) Window/Door Modifications, Bathroom Split and Vaulted Ceiling

The committee elected to vote on each item of the variance request individually.

- 1) **Install New Front Window in Living Room by Entry Door:** Director Achrekar moved to accept Staff's recommendation and approve this item. Director Morrison seconded. The Committee was in unanimous support.
- 2) **Install New Side Window in Living Room by Existing Living Room Window:** Director Morrison moved to accept the resident request and approve this item. Director Achrekar seconded. The Committee vote was 3-2 in favor of approving this item. Director Dorrell and Director English were opposed.
- 3) **Install Window In Master Bedroom:** Director English moved to accept Staff's recommendation and approve this item. Director Achrekar seconded. The Committee was in unanimous support.
- 4) **Replace Kitchen Window With Door:** Director Morrison moved to accept Staff's recommendation and approve this item. Director Tibbetts seconded. The Committee was in unanimous support.
- 5) **Bathroom Split:** Director English moved to accept Staff's recommendation to approve this item and to instruct Staff to make this type of bathroom split into a Standard. Director Morrison seconded. The Committee was in unanimous support.

- 6) **Replace Existing Ceiling with Vaulted Ceiling in Dining Room and Hallway to Match Living Room:** Director English moved to accept Staff's recommendation and deny this item. Director Achrekar seconded. The Committee vote was 3 to 1 in favor of the motion. Director Morrison had the dissenting vote.

10.956-G (Coronado, PP08) Patio Enclosure and Trellis

The Committee requested the roof must have a quarter inch pitch.

Director Morrison moved to accept Staff's recommendation and approve this request, with the additional Condition. Director Achrekar seconded. The Committee was in unanimous support.

11.Re-Review Architectural Standard 11: Doors; Exterior

Director English moved to accept staff's recommendations. Director Achrekar seconded. The Committee was in unanimous support.

12.Review Architectural Standard 13: Lifts

Director English moved to accept staff's recommendations. Director Tibbets seconded. The Committee was in unanimous support.

13.Review Architectural Standard 14: Exhaust Fans

Director Achrekar moved to accept staff's recommendations. Director Morrison seconded. The Committee was in unanimous support.

Reports:

14.Review and Discuss an Unauthorized Alteration Fee

Mr. Wiemann discussed the reasoning the proposed fee. He explained this is not punitive in nature. It is a fee to cover staff time for both Alterations and Compliance involved in the process of stopping unpermitted work, starting the Compliance process etc.

Discussion ensued.

Director Achrekar made motion to accept Staff's recommendation. Director Morrison seconded. The Committee was in unanimous support.

15.Review and Discuss Updated Damage Restoration Policy

Mr. Wiemann reviewed the clarifications made to this policy per the Committee's request.

Items for Future Agendas

Concluding Business:

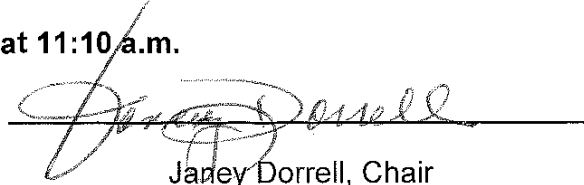
UACSC
June 21, 2018
Page 4

Committee Member Comments

Several comments were made.

16. Date of Next Meeting - July 19, 2018

17. Adjournment at 11:10 a.m.

A handwritten signature in cursive script, appearing to read "Janey Dorrell", is written over a horizontal line.

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



STAFF REPORT

DATE: July 19, 2018
FOR: Architectural Control and Standards Committee
SUBJECT: Variance Request: Ms. Sandra Gillard of 409-C (Madrid, 4)
Return to Previous Alternate Color Schemes for Entry Door and Interior
Patio Wall

RECOMMENDATION

Staff recommends the Board approve the request to return to the previous alteration color scheme for the entry door and the interior patio wall with the conditions listed in Appendix A.

BACKGROUND

Ms. Sandra Gillard of 409-C Avenida Castilla, a Madrid style unit, requests Board approval of a variance to return her entry door and interior patio walls to the previous Mutual color scheme 'Spiced Berry Red' entry door and 'Travatan' for the interior walls.

The previous United Mutual building paint color scheme provided three additional alternate entry door colors that Members could select beyond the standard paint color scheme. During the 2009 United Mutual paint program, the Spiced Berry red 'approved alternate' color was selected by the previous Member residing in 409-C and Staff painted the alternate color door as part of the paint program.

The Mutual changed the color scheme for the United Mutual paint program, via Resolution 01-15-158 in 2015; the alternate colors are no longer an option for Members. The Spiced Berry Red was part of the 2009 paint program and conformed to the previous paint policy which has since been changed. Staff requires the door to be painted within the color scheme available today or have Board approval to return to the previously approved colors.

Subsequent to the variance application submittal on June 20, 2018 (Attachment 1), paint crews began work in Cul-de-Sac 48 and have painted the door, along with the rest of the building, to the existing Paint Scheme color of Swiss Coffee for the door and Berkshire Beige for the patio walls.

This request is to return the entry door back to the Spiced Berry Red and the interior patio walls to Travatan at the Mutual Member's own expense.

DISCUSSION

No Neighbor Awareness Notices were sent due to the Madrid style units having their entry doors blocked from street view by a patio wall and gate.

There are no open Mutual Consents for Unit 409-C.

A similar request to retain a previously approved alternate door color was received from units' 535-B and 535-C in December 2017; these were approved to retain the Spiced Berry color in January 2018.

There are no requests on file to retain a previous interior patio wall color scheme.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 409-C.

Prepared By: Gavin Fogg, Alterations Inspector

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

ATTACHMENT(S)

Appendix A: Conditions of Approval
Attachment 1: Variance Request, June 20, 2018
Attachment 2: Photos
Attachment 3: Map

APPENDIX A

CONDITIONS OF APPROVAL

Conditions of Approval:

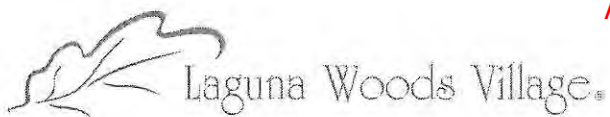
1. Member is required to obtain a new Mutual Consent for the Spiced Berry Red door color in order to provide record of non-paint schedule door color authorized for retention.
2. Member is required to obtain a new Mutual Consent for the Travatan interior patio color in order to provide record of non-paint schedule interior patio color authorized for retention.
3. No improvement shall be installed, constructed, modified or altered at Unit **409-C**, ("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.
4. A Variance for Alterations has been granted at **409-C** for **Retaining non-standard Spiced Berry red entry door**, 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.
5. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Shareholder at 409-C and all future Mutual Shareholders at 409-C.
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. 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.

8. 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.
9. Shareholder is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.
10. 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.
11. 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.
12. 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.
13. 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.

14. 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.
15. 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.
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. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
19. 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.
20. 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.
21. 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.



MANOR # 409 C
☒ ULWM ☐ TLHM
 SA 21267488

Variance Request Form

Model: <u>Madrid</u>	Plan: <u>4</u>	Date: <u>6-20-18</u>
Member Name: <u>Sandra A. Gillard</u>	Signature: <u>Sandra A. Gillard</u>	
Pho: [REDACTED]	E-mail: [REDACTED]	
Contractor Name/Co: <u>NONE</u>	Phone: [REDACTED]	
Owner Mailing Address: (to be used for official correspondence) <u>409 Avenida Castilla Unit C</u>		

Description of Proposed Variance Request ONLY:

I would like my door to be the same color as when I purchased my unit 2 yrs ago. It was the color "Spice Berry" that was on it and that color door made me fall in love with my future home! Everything I have decorated inside is based on that beautiful color. - NOW IT IS BEING PAINTED OVER!

Dimensions of Proposed Variance Alterations ONLY: PLEASE HELP!

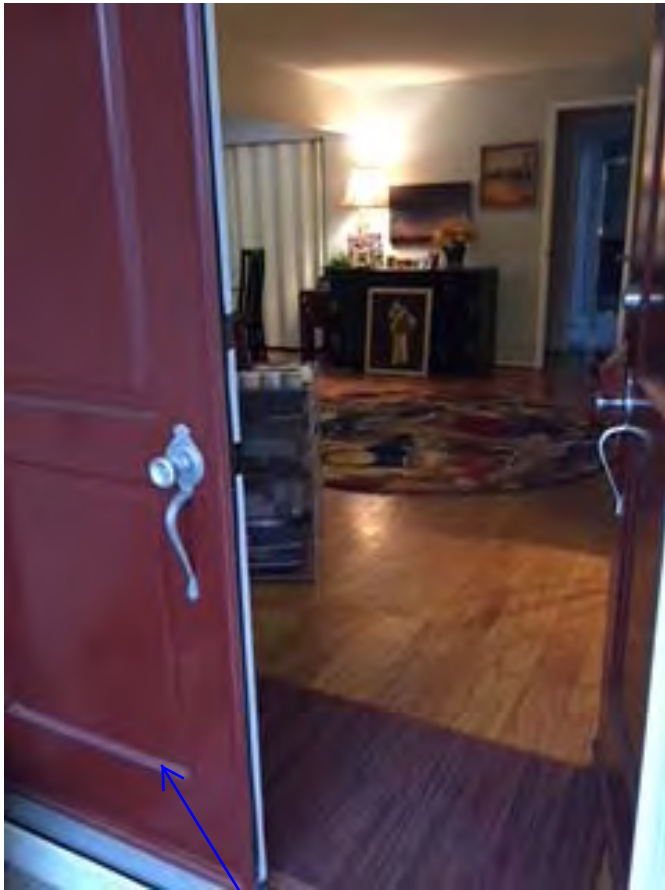
Request added to also paint (interior only) patio walls to the previous color scheme color of Travatan.

FOR OFFICE USE ONLY

RECEIVED BY: Jed DATE RECEIVED: 6/20/18 Check# 10213 BY: Sandra Ann Gillard

Alteration Variance Request	Complete Submittal Cut Off Date: <u>7/13/18</u>
Check Items Received: <input type="checkbox"/> Drawing of Existing Floor Plan <input type="checkbox"/> Drawing of Proposed Variance <input type="checkbox"/> Dimensions of Proposed Variance <input type="checkbox"/> Before and After Pictures <input type="checkbox"/> Other: _____	Meetings Scheduled: Third AC&S Committee (TACSC): _____ United M&C Committee: <u>8/16/18</u> Board Meeting: <u>9/11/18</u> <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other: _____

Attachment: 2



Previous Spiced Berry color

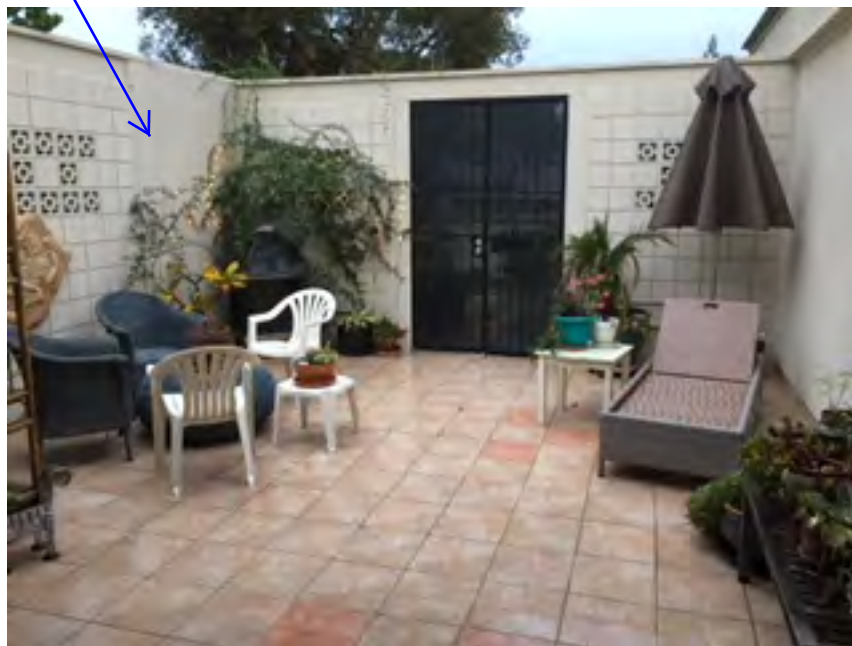


Newly painted 'Swiss Coffee' color following paint program





Travatan Color
patio walls

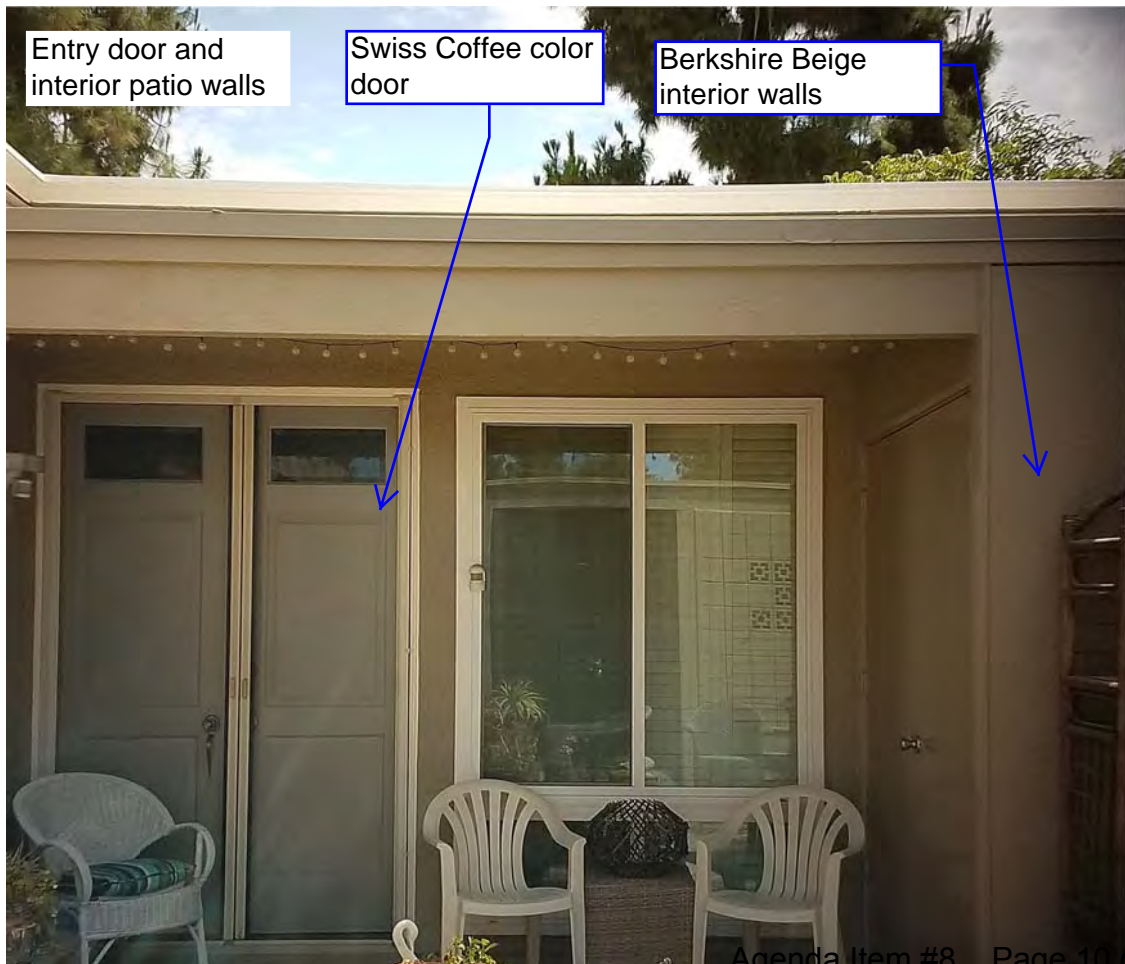


Travatan




New Berkshire Beige color for building.
Both on inside and
outside patio walls.



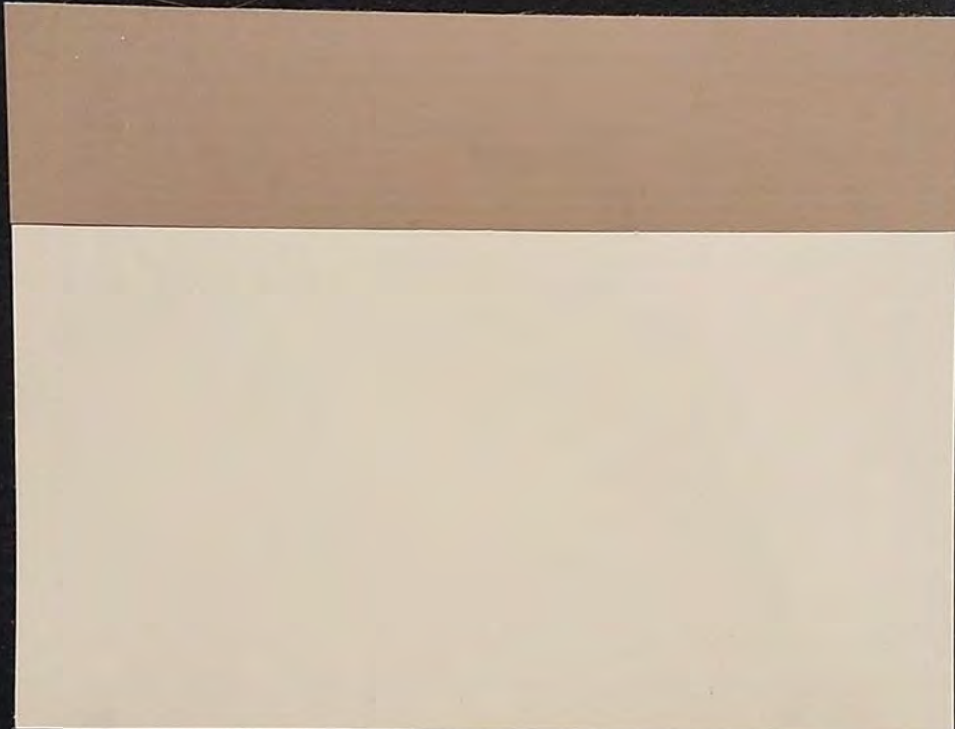


Existing
Color
Scheme
for B409



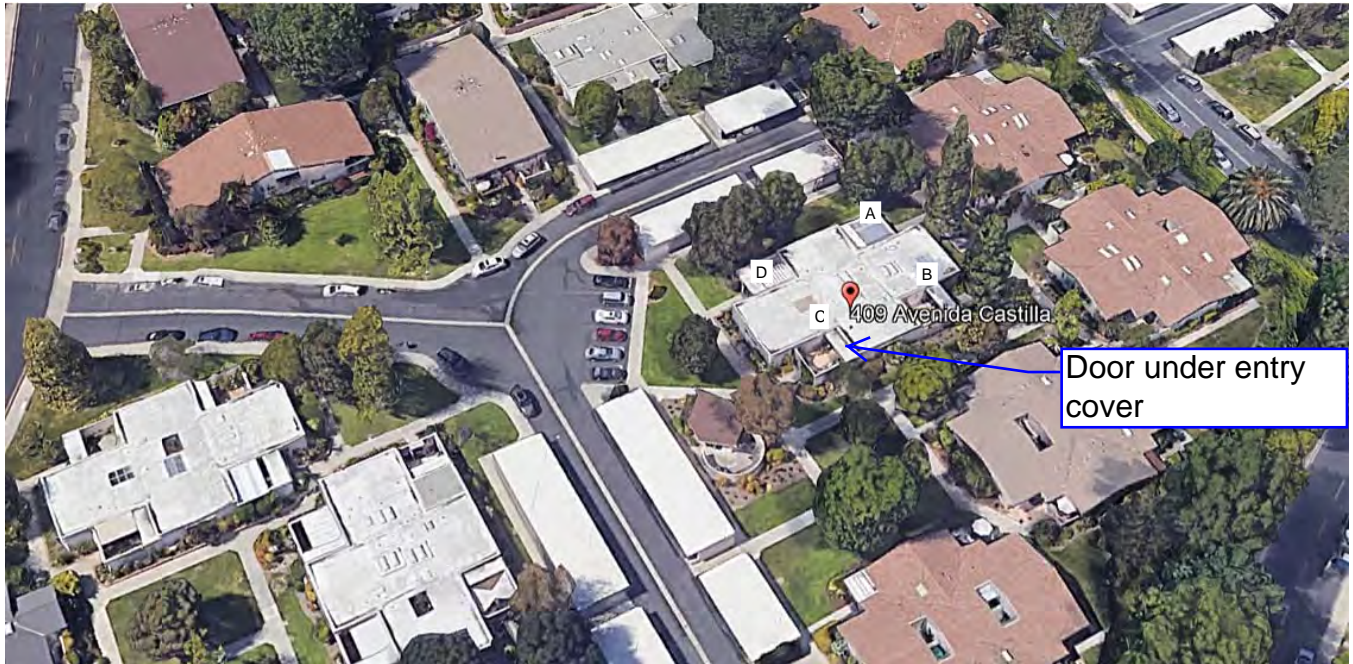
F TRIM: Swiss Coffee
BODY: Berkshire Beige

Travatan is still
used with the
current United
Paint Color
Scheme



A TRIM: Omaha Tan
BODY: Travatan

Attachment: 3





STAFF REPORT

DATE: July 19, 2018
FOR: Architectural Control and Standards Committee
SUBJECT: Variance Request: Ms. Juli P Berryhill of 603-C (Granada, 10A)
Bathroom Split and Retain Non-Standard Door Color

RECOMMENDATION

Staff recommends the Board approve both the bathroom split and retaining the non-standard door color with conditions as stated in Appendix A.

BACKGROUND

Ms. Berryhill of 603-C Avenida Sevilla, a Granada style unit, requests Board approval of a variance to split the existing single bathroom of her unit into two separate bathrooms.

Ms. Berryhill is also requesting to retain a non-standard Behr Paint – ‘Red-Red-Red’ color front entry door that does not meet existing Mutual Standards. Staff issued a correction notice for an unauthorized door revision (glass inserts) on August 15, 2016. Ms. Berryhill applied for a Mutual Consent for the un-authorized door revision which was approved in September of 2016.

Following the final inspection for the Mutual Consent for the glass inserts, it was discovered that the door color was non-standard and required correction or submittal of a variance. Staff reassigned the correction ticket to Compliance; a disciplinary hearing is pending.

This request is subject to Committee review due to the bathroom split not meeting the requirements of the policy and the non-standard door color needing Board approval.

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

DISCUSSION

The bathroom was previously altered via Mutual Consent in 2006 to add a washer and dryer. The proposed bathroom split will increase the bathroom footprint from the existing 10’3” wide by 8’10” long to 11’9” wide by 11’ long. To accommodate the additional bathroom area, the existing width will be reduced from 4’6” to 3’.

To split the existing bathroom, a new wall will be constructed lengthwise, to create a 5’ wide by 11’ long en suite to the master bedroom that will contain a spa-tub/shower, sink and toilet. The second bathroom is proposed to be 6’9” wide by 8’9” with access from the hallway that contains a sink, shower and toilet.

The existing washer and dryer will be relocated to a closet in the new reduced hallway. Due to the Master bathroom en suite sharing a common wall with Unit D, conditions of approval have been added to require the installation of sound dampening components to the common wall.

The existing water heater will be relocated to the patio while a new smaller closet will be installed in the same location as the existing closet. These two alterations can be completed via over-the-counter Mutual Consents.

Due to the Granada floorplans having a Standard Plan for bathroom splits, Staff was not able to find any previous variances for a similar bathroom split. Bathroom splits for Valencia units, that have a similar floor plan, have been approved at 703-B in January 2018, 704-B in June 2018, and 607-A in July 2018. Each of the mentioned requests involved increasing the bathroom into the adjacent hallway.

Currently, there is one pending Mutual Consent for Unit 603-C for a kitchen remodel and electrical work.

Ms. Berryhill is requesting to retain the red color used on her entry door. The door is not directly visible from the street, and is out of view from Units 607-C and 607-D that are opposite to its location (Attachment 4).

A Neighbor Awareness Notice was sent to Units 603-B and 603-D on July 3, 2018, due to sharing common walls, having line of sight or being potentially affected during construction. Units 607-C and 607-D were not mailed awareness notices due to the embankment between the buildings blocks visibility between the units.

The Board approved requests for non-standard 'Red' entry door colors for Units 328-O in February 2011, 2067-C in August 2017 and previous Mutual Alteration color 'Spiced Berry Red' at 535-B and 535-C in January 2018. The Board denied requests for non-standard 'Red' entry door colors at Units 131-C in March 2008, 500-A in May 2009 and 399-B in June 2017.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 603-C.

Prepared By: Gavin Fogg, Alterations Inspector

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, June 18, 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 **603-C**, ("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 **603-C** for **Bathroom split and retain non-standard color entry door**, 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 603-C and all future Mutual Shareholders at 603-C.
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

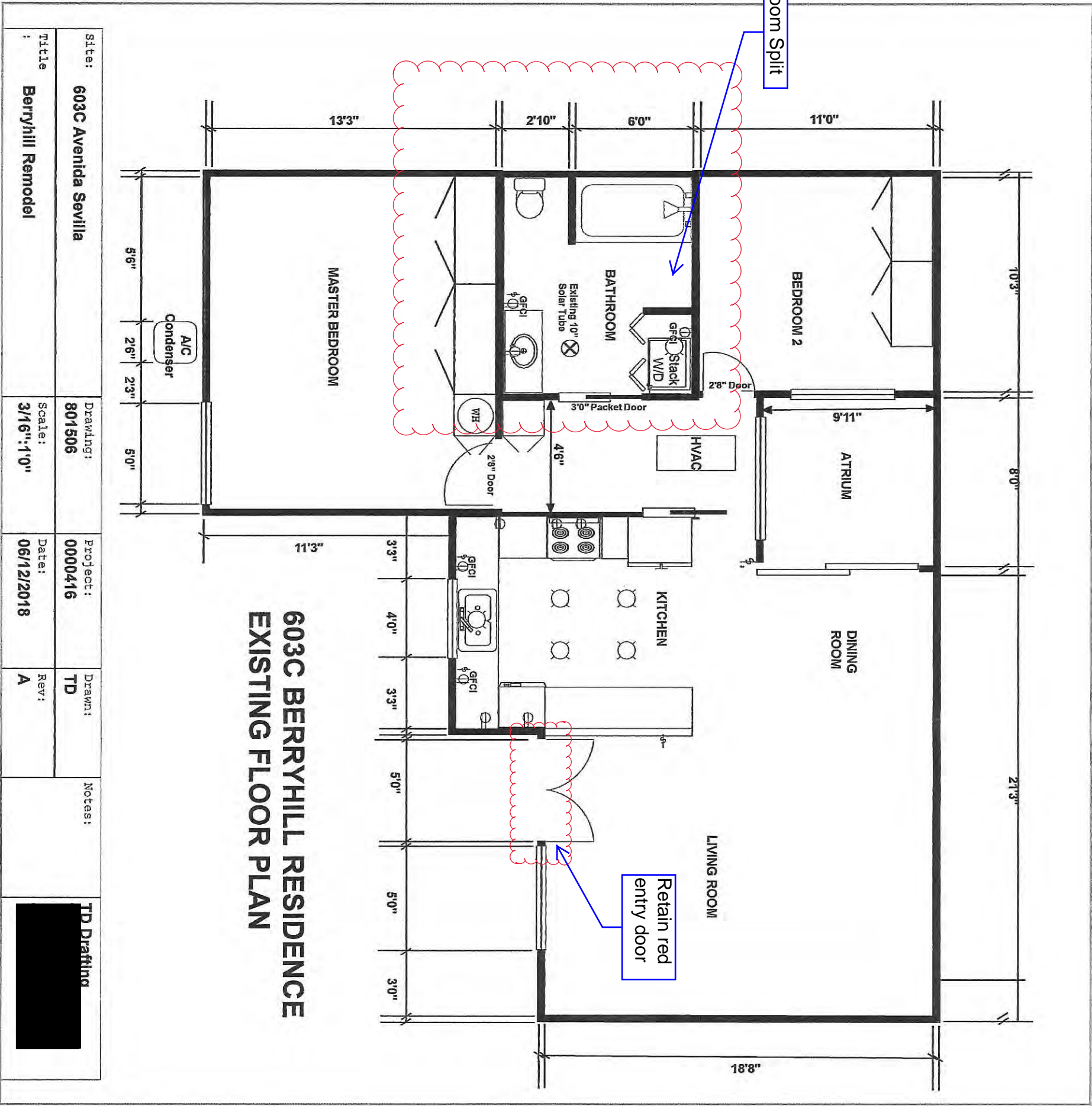
office located in the Laguna Woods Village Community Center. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.

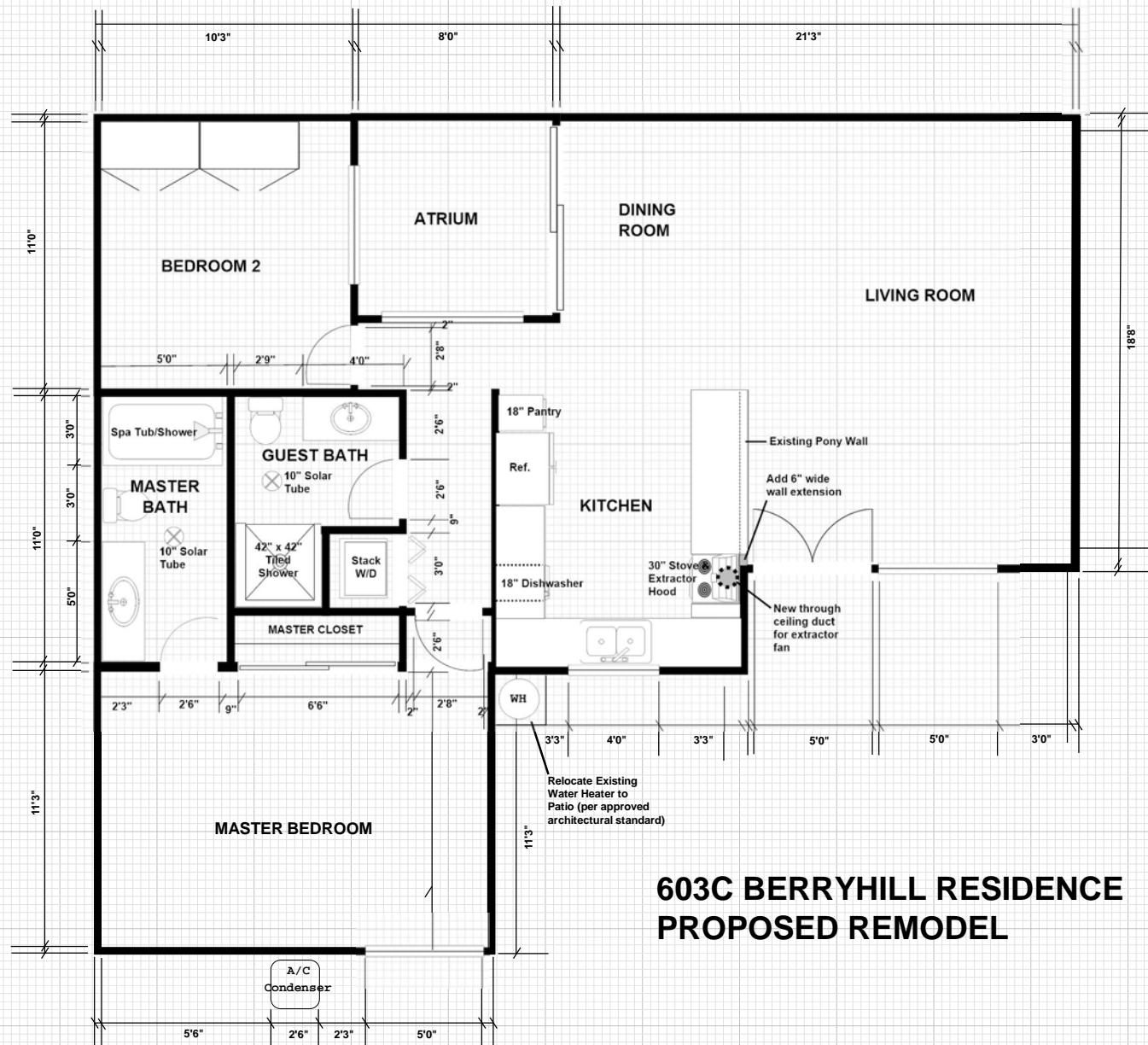
7. Prior to the Issuance of a Mutual Consent for Alterations, **the Shareholder must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed.** The inspection will be a chargeable service to the Shareholder. Inspection appointments are to be made with Resident Services, by authorized persons only. Findings from the video inspection will be recorded on the chargeable service ticket for Alterations staff to review.
8. Prior to the Issuance of a Mutual Consent for Alterations, acoustical impacts shall be considered and will require noise reducing material such as sound dampening drywall on common walls of the alteration (such as QuietRock® drywall panels or similar approved products).
9. All piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations thorough framing.
10. 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.
11. 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.
12. Shareholder is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.
13. 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.

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. All improvements must be installed in accordance with the California State Building

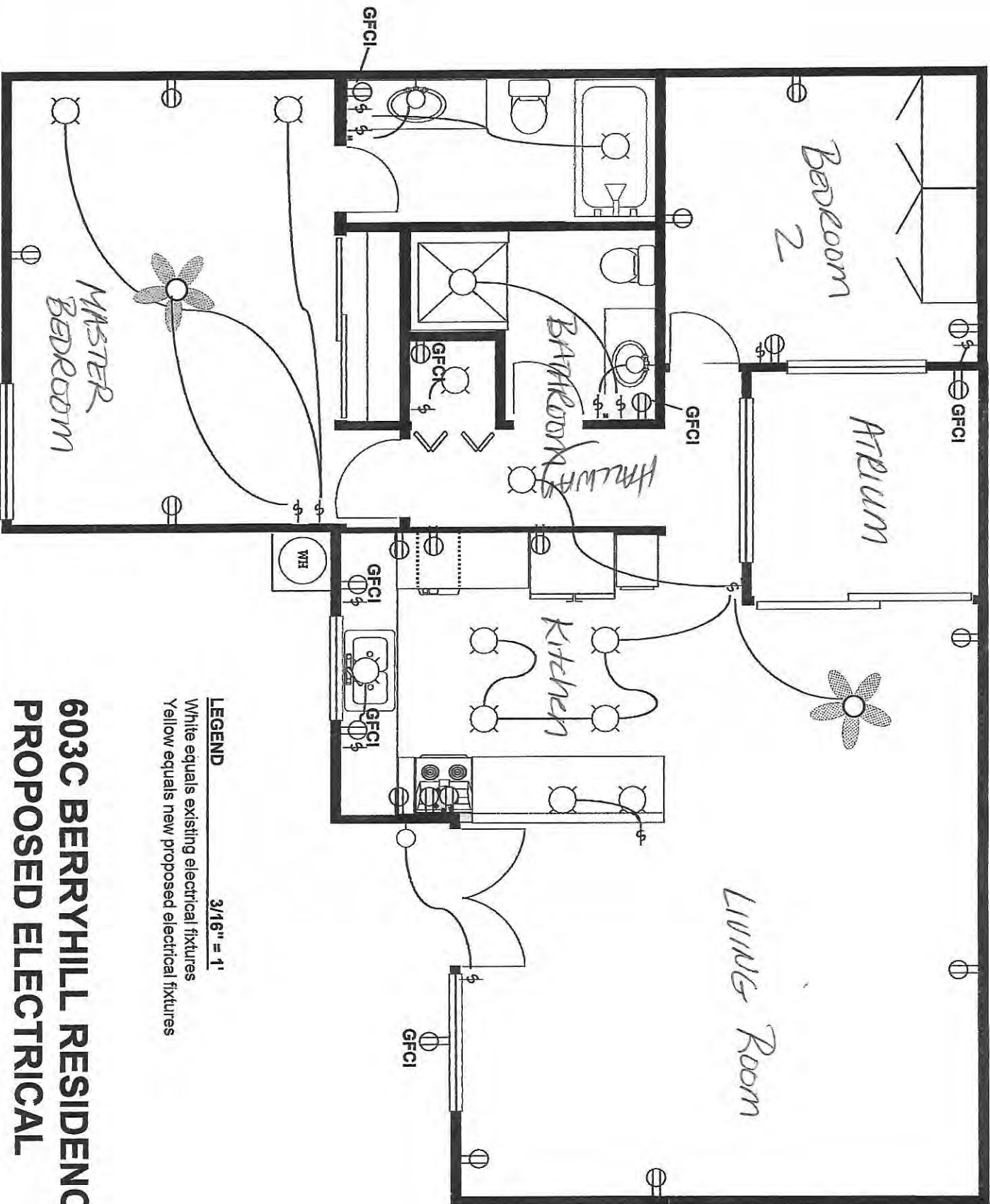
Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.

20. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
21. During construction, both the Mutual Consent for Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
22. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
23. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. 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.
24. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
25. The Mutual Consent for Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
26. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, 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.
27. 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.



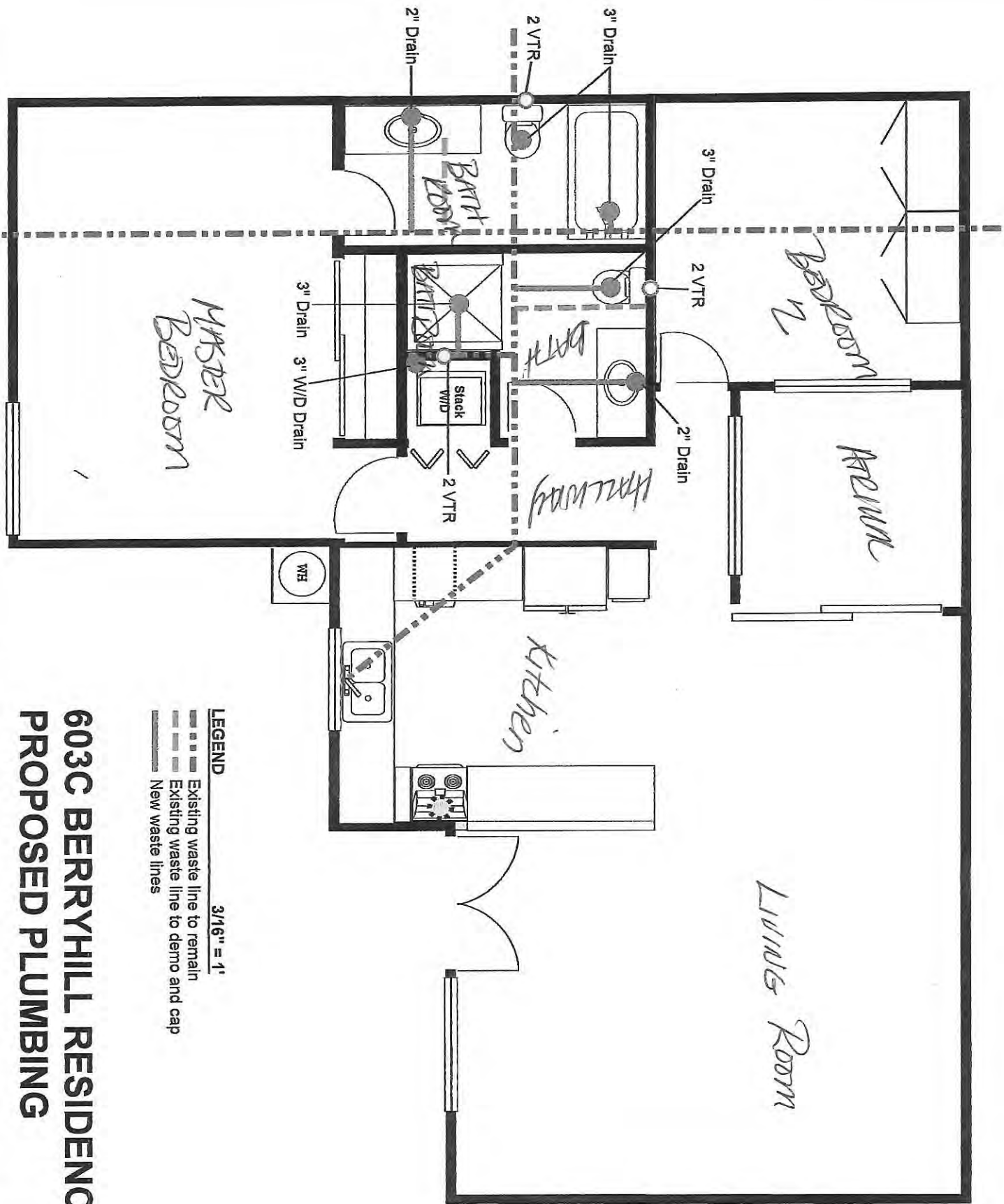


Site:	603 Avenida Sevilla #C	Drawing:	801506	Project:	0000416	Drawn:	Donaldson	Notes:	Donaldson Drafting
Title:	Berryhill Remodel	Scale:	1/4" = 1'0"	Date:	06/06/2018	Rev:	A		



**603C BERRYHILL RESIDENCE
PROPOSED ELECTRICAL**

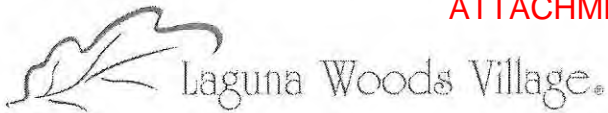
Site:	603 Avenida Sevilla #C	Drawing:	801508	Project:	0000416	Drawn:	TD	Notes:		TD Drafting
Title:	Berryhill Remodel	Scale:	3/16" = 1'0"	Date:	06/14/2018	Rev:	A			



LEGEND
3/16" = 1'
--- Existing waste line to remain
- - - Existing waste line to demo and cap
— New waste lines

**603C BERRYHILL RESIDENCE
PROPOSED PLUMBING**

Site:	603 Avenida Sevilla #C	Drawing:	801507	Project:	0000416	Drawn:	TD	Notes:	TD Drafting
Title:	Berryhill Remodel	Scale:	3/16"=1'0"	Date:	06/14/2018	Rev:	A		

MANOR # 603C☒ ULWM ☐ TLHM

Variance Request Form

SA 21265291

Model: <u>GRANADA</u>	Plan:	Date: <u>6/13/18</u>
Member Name: <u>JULI BERRYHILL</u>	Signature: <u>[Signature]</u>	
Phone: [REDACTED]	E-mail: [REDACTED]	
Contractor Name/Co.: <u>FAHRAD NASSARY</u>	[REDACTED]	
Owner Mailing Address: (to be used for official correspondence) <u>603C AVENIDA SEVILLA, LAGUNA WOODS, CA 92637</u>		

Description of Proposed Variance Request ONLY:

- GRANADA BATHROOM SPLIT - EXTEND WALL 1' 6" INTO THE HALLWAY, AND 2' 0" INTO THE MASTER BEDROOM.
 - Retain Non-Standard Red Entry Door Color

* SEE ATTACHED PLANS

Dimensions of Proposed Variance Alterations ONLY:

BATHROOM SPLIT DIMENSION ARE 11' 0" X 12' 3"Red Entry Door Color - Behr Paint Brand - 'Red Red Red'* SEE PLANS FOR DETAILSFOR OFFICE USE ONLY Complete 6/18/18RECEIVED BY: Joel DATE RECEIVED: 6/13/18 Check# 399 BY: Juli Berryhill

Alteration Variance Request	Complete Submittal Cut Off Date: <u>6/18/18</u>
Check Items Received:	Meetings Scheduled: <u>15</u>
<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>7/19/18</u>
<input type="checkbox"/> Dimensions of Proposed Variance	Board Meeting: <u>8/14/18</u>
<input type="checkbox"/> Before and After Pictures	<input type="checkbox"/> Denied <input type="checkbox"/> Approved
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Tabled <input type="checkbox"/> Other _____

Scope of Variance Request:

Abatement removal of all drywall & HOA Tub.
Bathroom split - Demo entire bathroom, run new drain lines, and water lines (per plumbing plan).
Frame new bathroom split, and extend wall 1'6" into the hallway and 2'0" into the master bedroom.
Remove pocket door, and create new laundry closet (per remodel plan).

Scope of Project:

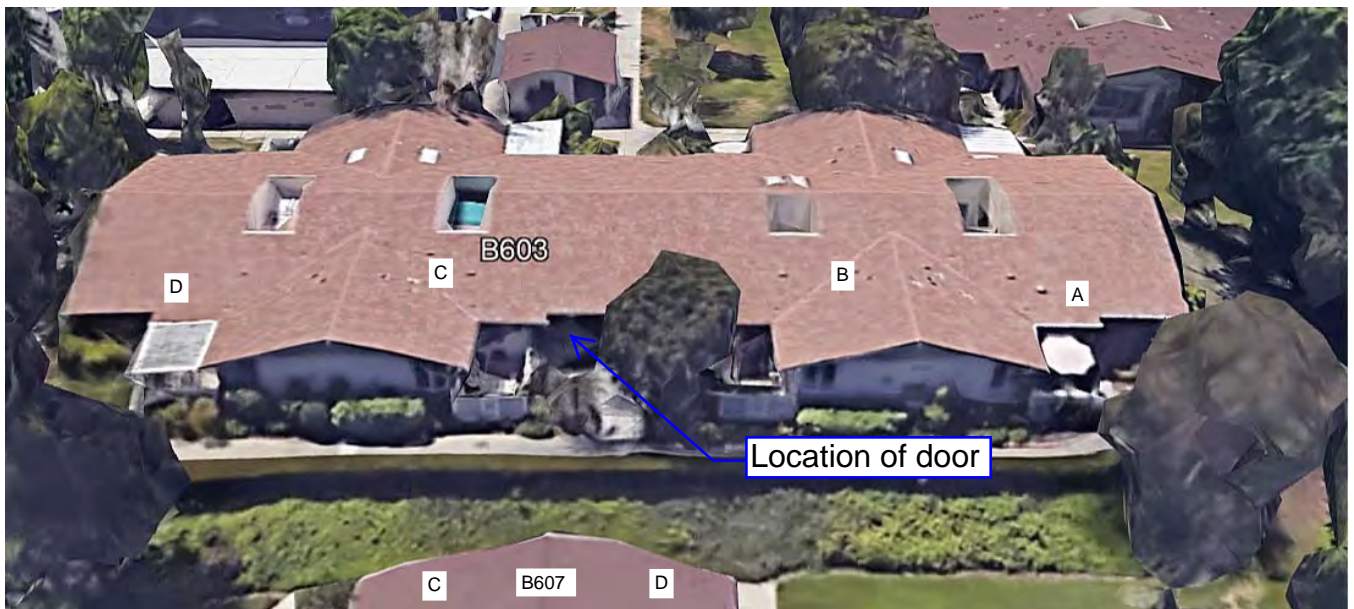
Have all necessary abatement work done for project.
Bathroom Split - new tile shower in guest bath, and spa tube/shower in master bath
New electrical in each bathroom
New lighting with motion sensor
New exhaust fans with sensor
Install new 10" solar tube in each bathroom
Create new laundry closet and finish with plumbing, electrical and through roof exhaust vent
Wire and install new ceiling fan with switch in the Master Bedroom
Relocate water heater to patio (per approved HOA architectural standard)
Upgrade existing electrical panel with Arch Fault Ground circuit breakers
Remove existing remodeled kitchen
Relocate (3) electrical outlets in kitchen to accommodate new layout of appliances
Build new 6" wide wall extension on existing pony wall to ceiling (per plan)
Seal up existing kitchen exhaust fan duct, and create a new one per plan
Install new kitchen cabinets, counter tops and back splash
Pull up all existing flooring and replace with waterproof vinyl wood plank flooring throughout the home
Install a new outdoor GFCI electrical outlet on the wall below the living room window
Tile front entry, patio and atrium
Smooth and tile atrium common wall

Site:	603 Avenida Sevilla #C	Drawing:	801509	Project:	0000416	Drawn:	TD	Notes:	TD Drafting
Title:	Berryhill Remodel	Scale:	1/4"=1'0"	Date:	06/14/2019	Rev:	A		

Attachment: 3



Attachment: 4



Height of embankment
is above opposite
buildings window
header





UNITED LAGUNA WOODS MUTUAL

SECTION STANDARD 15: FLOOR: FLOOR COVERINGS, EXTERIOR

MAY 1996

REVISED APRIL 2005, RESOLUTION 01-05-64

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

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

GENERAL REQUIREMENTS REVISED JUNE 2018, RESOLUTION 01-18-57

REVISED AUGUST 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 Screws, nails, or any type of penetrating attachments are prohibited. Only glues or adhesive strips shall-may be used to attach carpets to concrete surfaces. Mortar, cement, etc., may be used for tile.

2.2 ~~Screws, nails, or any type of penetrating attachments are not permitted.~~

2.23 ___ Floor coverings shall not be installed on any walkway or breezeway.

2.34 ___ The color, style, fashion, or design of any floor covering shall be optional.



- 2.45 ___ Glazed tile, due to its slippery surface, is ~~not approved~~prohibited for use as a floor covering.
- 2.56 ___ Floor coverings are installed by the Members at their own risk. Any damage caused by any building activity, including maintenance, ~~which may damage any type of floor covering~~ shall be the resident's responsibility.
- 2.76 ___ Painting or staining of concrete is ~~not permitted~~prohibited, including patios.
- 2.78 ___ The placement of indoor/outdoor carpeting is prohibited on any surface which is supported by wood (such as balconies, patios, decks, entryways, elevated and regular breezeways).
- 2.89 ___ Concrete stain and epoxy coatings are permitted on concrete slabs in patios, atriums, and courtyards only. These coatings are prohibited on Common Area walkways.

3.0 MAINTENANCE

- 3.1 ___ Members ~~are expected to~~must maintain ~~and/or replace, as needed, all floor coverings installed.~~ floor coverings in good condition at all times. Members shall repair or replace damaged or worn floor coverings
~~and/or replace, as needed, all floor coverings installed.~~
- 3.2 ___ Members shall be responsible to remove and replace any floor covering for access to the subsurface for purposes of inspection, repairs or maintenance.
~~-as may be required.~~
- 3.3 ___ Members assume all responsibility for tile that cracks or become loose.



- 3.4** Members assume responsibility for any building damage occurred due to the installation of a floor covering.
- 3.5** On wood frame balconies, the floor covering must be removable to permit access for inspection and maintenance. If the floor covering restricts the Mutual from performing periodic or preventive maintenance activities, the member shall be responsible for all damages caused by the lack of maintenance.
- 3.6** If the floor covering holds moisture, restricts water drainage, or causes moisture related damage, the member shall be responsible for all costs related to the damage.



UNITED LAGUNA WOODS MUTUAL

SECTION STANDARD 16 FENCES, WROUGHT IRON

MARCH 1996

REVISED NOVEMBER 2003, RESOLUTION 01-03-170

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

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

GENERAL REQUIREMENTS REVISED JUNE 2018, RESOLUTION 01-18-57

REVISED AUGUST 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 PREPARATIONS

- 2.1 In each case, an inspector will visit the site prior to work, for adjustments pertaining to this section.
- 2.2 Attachments to buildings shall be with galvanized or stainless steel -lags ~~bolts or metal shots~~ only, predrilled and sealant applied prior to installation.
- 2.3 No fencing will be allowed in areas where access for maintenance is required.



- 2.4 In no case will concrete cover over sprinklers, sprinkler lines, or other related items.
- 2.5 No fencing will be allowed that may encroach upon a view of a neighboring ~~manor~~unit as determined by the ~~Manor~~ Alterations ~~Department~~Division.
- 2.6 All wrought iron shall be painted black or the existing body color of the building; ~~unless other wrought iron attached to the building or surrounding the building is of a different color, then it shall match the existing color.~~
- 2.7 All fencing shall border patio slabs only. No fencing shall be installed in garden or grass areas or common ground~~area~~.
- 2.8 No fencing shall be installed that encloses common area.

3.0 APPLICATIONS

- 3.1 No fence shall be over 5'-0" in height, inclusive of wall and fence; nor ~~under~~lower than 12" in height.
- 3.2 All posts shall be attached to slab, wall, or set in concrete. No posts shall have any contact with~~any~~ soil.
- 3.3 All posts and related pieces shall be of tube steel or common square, rectangular, and flat stock. ~~No round bar is allowed.~~No round posts or components are permitted.



- 3.4 Wrought iron fencing may be installed as approved by the ~~Manor~~ Alterations ~~Department~~ Division as part of a block wall. See specifications for block walls.
- 3.5 Openings for gates are permissible. Openings that create a new path onto common area are prohibited.
- 3.6 Existing fencing may be lowered as requested by the resident with the approval of the Alterations Division ~~Manor Alterations Department~~.

4.0 SPRINKLER REVISIONS

- 4.1 Sprinklers will be revised only by VMS_Landscape ~~crews~~ staff. The cost of such revisions shall be at the expense of the resident owner of that unit.
- 4.2 No sprinklers will be placed inside any patio area by VMS Landscape ~~crews~~ staff, and any sprinkler systems added shall not be connected to the Mutual-owned system.



STAFF REPORT

DATE: July 19, 2018
FOR: Architectural Controls and Standards Committee
SUBJECT: Interior Flooring Policy

RECOMMENDATION

Approve the Interior Flooring Policy.

BACKGROUND

On May 13, 2014, the Board adopted Resolution 01-14-58 Hard Surface Flooring Policy. This policy restricts the installation of hard surface flooring in units situated on a building level directly over other units.

DISCUSSION

Article 5 of the Occupancy Agreement states “the Member shall not permit or suffer anything to be done...which will obstruct or interfere with the rights of other members...or annoy them by unreasonable noises or otherwise.” Annually, the Mutual receives numerous complaints from Members regarding flooring related noise in second floor units.

Beginning in October 2009, in an attempt to resolve hard flooring noise complaint issues, the Board has adopted four separate resolutions regarding hard surface flooring. The initial and subsequent resolutions define hard surface flooring as any flooring other than the original flooring types of carpet, vinyl and linoleum.

Using the original flooring as the litmus test for appropriate alteration flooring does not resolve noise issues for members in lower units. As many second floor units were originally constructed with vinyl or asphalt tile in the living areas, the original construction flooring can be quite disruptive to members in lower units. Requiring only carpet in upper units can also create issues for residents with allergies or sensitivity to dust.

California Building Code §1207.3, for *new construction*, requires that all floor coverings between living spaces must meet an Impact Insulation Class of 50. Impact Insulation Class (IIC) is an acoustical rating used to quantify impact sound absorption. Footsteps are considered impact sounds. Floor covering systems with a high IIC rating help to reduce impact sound transmissions to lower levels, thus reducing or eliminating those bothersome noises. The lowest IIC rated floors average 25 and the highest rated systems can be 85 or more. Carpet averages in the 45 – 55 range, depending on the thickness of the carpet and padding. Field testing is accomplished by using a standardized tapping machine which is a device that taps on the floor of the upper unit and a recording device that measures and graphs the sound levels in the unit below. Field tested ratings are listed as FIIC (Field Impact Insulation Class).

Since a codified benchmark for noise levels exists, Staff proposes to require all alteration flooring to meet a noise standard that is appropriate for the Mutual, with the onus of testing on the Member proposing the alteration. To reduce sound transmission between residences, all units with living space below them shall have all floor areas, except entries, kitchens, dining rooms and bathrooms, covered with carpet or other materials that provides equivalent insulation against sound transmission. Flooring in kitchens and bathrooms shall be linoleum or vinyl, as originally installed, or material with the same or better acoustical quality and rating.

Staff proposes a policy that requires all changes to floor materials that separate living spaces must provide code-compliant sound control properties for impact sound insulation (Attachment 2). The ideal impact sound insulation rating of the flooring after installation should be FIIC 60 or higher.

Due to the increase in multi-story housing and the popularity of hardwood type flooring, there are numerous products on the market that offer excellent sound attenuation when installed under these types of floors. Many of them meet and exceed the proposed FIIC rating of 60.

Policing the issue could be problematic; requiring Mutual Consents and flooring submittals prior to installation would be burdensome on Members and require large amounts of Staff time. In lieu of requiring a Mutual Consent for all new floor covering installations, Staff proposes a grievance and resolution process.

The proposed Interior Flooring Grievance Procedure (Attachment 3) would govern complaints by any Shareholder or resident of a unit that believes the interior flooring in the unit above is in violation of Article 5 of the Occupancy Agreement and/or the Interior Flooring Policy. The procedure would require a formal written complaint from the offended party.

The process would include a mandatory Meet & Confer, in which the parties try to resolve the issue. If no resolution between the parties is attained, acoustic testing by an expert of the Mutual's choosing would be required; the testing would be initially paid for by the Mutual. Once testing is complete, the matter would be brought to a hearing before the Executive Committee to determine the validity of the grievance. If the grievance is found to be valid, the offending party could be held responsible for all costs involved with the process and be required to remove the flooring. If the grievance is found to be invalid, at the Committee's discretion, the complaining party could be held responsible for all costs.

FINANCIAL ANALYSIS

None.

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

Reviewed By: Eve Morton, Alterations Coordinator

ATTACHMENT(S)

Attachment 1: Proposed Resolution 01-18-XX
Attachment 2: Proposed Interior Flooring Policy
Attachment 3: Proposed Grievance Procedure



RESOLUTION 01-18-XX
INTERIOR FLOORING POLICY

WHEREAS, the installation of replacement flooring in units situated on a building level directly over another units living space has generated nuisance complaints to the Mutual related to noise transmitted to the lower neighboring units when members have replaced original flooring types with alternate flooring materials;

WHEREAS, the United Laguna Woods Mutual Occupancy Agreement requires that “a member shall not obstruct or interfere with the rights of other members or annoy them by unreasonable noise...;” and legal counsel has opined that the Mutual has the authority to establish rational rules to regulate unreasonable noise;

WHEREAS, on May 13, 2014, the Board of Directors adopted Resolution 01-14-58 which prohibited any future installation of hard surface flooring in second floor units in areas other than the kitchen and bathrooms of units;

WHEREAS, Resolution 01-14-58 defined hard surface flooring as any flooring other than original flooring types of carpet, vinyl or linoleum; and,

WHEREAS, due to the advances in soundproofing underlayment technology and the continued popularity and value of installing hardwood style and laminate floors;

NOW THEREFORE BE IT RESOLVED, August 14, 2018, the Board of Directors hereby introduces the Interior Flooring Policy, attached to the official minutes of this meeting, to further define and regulate permitted flooring types;

RESOLVED FURTHER, the Mutual shall permit the installation of alternate flooring materials other than the original flooring types, provided the materials meet the sound transmission specifications in the attached policy;

RESOLVED FURTHER, the installation of flooring types other than carpet with padding in any area of the unit with living space below it shall meet the requirements of the policy;

RESOLVED FURTHER, living space shall be defined as any area within a unit that is not a bathroom or kitchen;

RESOLVED FURTHER, that Resolution 01-14-58, adopted May 13, 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.

ATTACHMENT 2

UNITED LAGUNA WOODS MUTUAL INTERIOR FLOORING POLICY

1.0 APPLICATIONS

1.1 FIIC AND MUTUAL STANDARDS: All interior flooring (including but not limited to new, different or replacement flooring) which is installed in a room within a second floor unit that is located above a living space area must at all times meet a field impact insulation class (FIIC) rating of 60 as defined in the American Society for Testing and Materials (ASTM) E 1007 standard, and the utilization of same by the occupants of the unit must not cause any violation of Article 5 of the Occupancy Agreement. FIIC testing on interior flooring shall only be required pursuant to the procedures described in the Interior Flooring Grievance Procedure. Floor coverings such as area rugs, may not be included to obtain the required FIIC 60 rating; unless these coverings are a permanent part of the interior flooring. Replacement or removal of these other floor coverings must provide the required 60 FIIC rating. Living space shall be defined as any area within a unit that is not a bathroom or kitchen

1.2 SHAREHOLDER RESPONSIBILITIES. The Shareholder(s) of a Unit (including the Unit Shareholder(s) on the date of the installation and all successor Shareholders) where interior flooring subject to paragraph 1.1 has been installed shall be responsible for ensuring that the utilization of said flooring at all times meets a 60 FIIC rating, and for ensuring that said flooring does not cause any violation of Article 5 of the Occupancy Agreement.



RESOLUTION 01-18-XX

INTERIOR FLOORING GRIEVANCE PROCEDURE

1. **APPLICABILITY.** This Interior Flooring Grievance Procedure ("Procedure") shall govern Grievances by any Shareholder or resident of a first floor unit where the interior flooring in the unit immediately above is in violation of Article 5 of the Occupancy Agreement and/or United Laguna Woods Mutual Interior Flooring Policy.

2. **WRITTEN GRIEVANCES.** Any Shareholder or resident of a first floor unit who alleges that the existence of and/or utilization of the interior flooring in the unit immediately above it is in violation of Article 5 of the Occupancy Agreement and/or United Laguna Woods Mutual Interior Flooring Policy, must submit a written Grievance to the Mutual on a form provided by the Mutual ("Flooring Complaint Form"). The form is available from the Compliance Division. Upon receipt of said Grievance, the Mutual will forward a packet to the complaining unit Shareholder(s), the Shareholder(s) of the Unit against which the Grievance has been lodged, and the residents of same (if different from the Shareholders). Said packet, referred to as the "Meet and Confer Packet," will include the Grievance, these Procedures, and a written demand that all affected parties meet and confer in person in a good faith effort to resolve the Grievance.

3. **MEET AND CONFER PROCESS.** Upon receipt of the Meet and Confer Packet, all affected parties shall meet and confer in person in a good faith effort to resolve the Grievance between them. If the affected parties resolve the Grievance, they shall notify the Mutual in writing of the terms and conditions of the resolution. If the affected parties are unable to resolve the Grievance between themselves, then the complaining Shareholder or resident must notify the Mutual in writing on a form provided by the Mutual ("Notice of Failure To Resolve Flooring Grievance"). The form is available from the Compliance Division.

4. **INVESTIGATION OF GRIEVANCES.** Upon the Mutual's receipt of the Notice of Failure To Resolve Flooring Grievance from the complaining Shareholder or resident, the Mutual shall: a) forward a copy of said Notice to the Shareholders and residents of the Unit which is the subject of the Grievance, and b) select, retain and advance the costs for an acoustical testing and engineering expert, who shall perform FIIC testing on interior flooring located in bedroom(s), the living room, and hallway(s), whichever is the subject of the Grievance. Testing shall not necessarily be required on interior flooring located in the kitchen or bathroom(s). The Mutual's payment of the costs for the expert shall be subject to its right to obtain reimbursement of such costs by imposition and levy of a reimbursement assessment upon the appropriate unit and unit Shareholders pursuant to the Governing Documents and these Procedures.



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

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

7. BOARD HEARINGS AND ORDERS.

1. As soon as reasonable after the Mutual receives the expert's test results and report, a hearing shall be held before the Board of Directors. At the hearing, the Board shall consider all relevant matters, including whether there has been any violation of Article 5 of the Occupancy Agreement and/or United Laguna Woods Mutual Interior Flooring Policy.
2. After the hearing has concluded, the Board of Directors shall determine such actions, remedies, fines, penalties, suspensions, reimbursement assessments, and other orders that the Board in its discretion deems appropriate to be taken, including, but not limited to:
 - a) Imposing and levying a reimbursement assessment against either the Shareholder of the unit where the interior flooring at issue is located or the Shareholder of the unit which originated the Grievance (even if the Grievance was made by a non-Shareholder resident in the Unit) to reimburse the Mutual for all costs, expenses and attorney's fees that the Mutual has incurred in connection with the Grievance or its enforcement of these Procedure, including the costs of FIIC testing, expert consultations, and expert reports;
 - b) Directing the Shareholder(s) and/or resident(s) of the unit where the interior flooring at issue is located to take remedial action to correct the situation that resulted in the Grievance, submit documents verifying that such remedial action has been completed, and/or allow an expert selected



by the Mutual and paid for in advance by said Shareholders to perform follow-up FIIC testing to verify the effectiveness of the remedial action; and

- c) Making such other and further orders as it deems appropriate, including imposing monetary penalties and fines, imposing and levying reimbursement assessments, suspending the right to use any facilities owned, operated or managed by the Mutual, suspending the right to vote in Mutual elections, recommending to GRF that it take disciplinary action against the Shareholder(s) and/or resident(s) with respect to the Shareholder(s) and/or resident(s) use of GRF provided facilities and amenities, and/or setting additional hearings.