

### **OPEN MEETING**

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

Tuesday, May 29, 2018 – 1:30 p.m. Laguna Woods Village Community Center Cypress Room 24351 El Toro Road

### **NOTICE AND AGENDA**

- 1. Call to Order
- 2. Acknowledgement of Media
- 3. Approval of the April 23, 2018 Report
- 4. Approval of the Agenda
- 5. Chair Remarks
- 6. Member Comments (Items Not on the Agenda)
- 7. Department Head Update

### Consent:

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

### Reports:

- 8. Review Proposed Dumpster Policy
- 9. Review After-the-Fact Permit Fees
- 10. Review Resale Deposit Policy

### Items for Discussion and Consideration:

- 11. 3456-B (Andaluz, P302RC) Room Additions, A/C Relocation, Increase Electrical Service, Window additions and enlarge courtyard
- 12. 5227 (VillaTerraza,C10B\_1) Window Modification and Relocate A/C Unit
- 13. 5387-A (Cabrillo, RP203A) Window to Door on Room Addition

### Items for Future Agendas

### **Concluding Business:**

- 14. Committee Member Comments
- 15. Date of next meeting Monday, June 25, 2018
- 16. Adjourn

Bill Walsh, Chair Kurt Wiemann, Staff Officer Eve Morton, Alterations Coordinator: 949-268-2565



### **OPEN MEETING**

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

Monday, April 23, 2018 – 9:30 a.m. Laguna Woods Village Community Center Sycamore Room 24351 El Toro Road

### **REPORT**

**COMMITTEE MEMBERS PRESENT:** Chair – Bill Walsh, Roy Bruninghaus, Rosemarie diLorenzo, Bunny Carpenter

COMMITTEE MEMBERS ABSENT: Steve Parsons, John Frankel, Advisor Mike Plean

ADVISORS PRESENT: Bob Hatch, Mike Butler

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

### 1. Call to Order

Chair Walsh called the meeting to order at 9:31 a.m.

### 2. Acknowledgement of Media

No media were present.

### 3. Approval of March 26, 2018 Report

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

### 4. Approval of the Agenda

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

### 5. Committee Chair Remarks

Chair Walsh is hoping to press upon the Village real estate committee to inform their clients who are considering buying a home here that if they wish to alter it, they will need a permit and should contact the Alterations Division before performing any remodeling.

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

Several Members commented on various topics.

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The committee requested that Mr. Wiemann send the residents at 3456-B a memo regarding. Third Mutual's attorney's opinion regarding the fact that Andaluz courtyards will now be considered Exclusive Use Common Area.

### 7. Department Head Update

Mr. Wiemann reported Staff is currently working on a draft of a dumpster policy. President diLorenzo stated that the smaller Waste Management dumpsters need to be blocked so they don't roll. Mr. Wiemann said he will add that rule to the policy.

Director Bruninghaus requested that dumpsters not be allowed to be placed in intersections. Mr. Wiemann reported that the Watch Commander will make the judgement call on the placement of the dumpsters.

The Contractor Forum was a success. A contractor newsletter will be sent out periodically. There will be a Realtor Roundtable tomorrow on April 24, 2018, at 10 a.m. in the Board Room.

### 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

Reports:

None

### Items for Discussion and Consideration:

### 8. 3505-C (Casa Rosa, RP303C) - Patio Door Modification in Living Room

Director Bruninghaus made a motion to approve Staff's recommendation. President diLorenzo seconded. The motion passed with a unanimous vote.

### 9. 5478-A (Villa Fuente, RP42C) - Room and Patio Addition onto Common Area

President diLorenzo made a motion to defer a decision until the next committee meeting. Director Bruninghaus seconded. The motion passed with five votes in favor; Advisor Hatch abstained.

Staff was asked to obtain a written legal opinion on this exact request from Third's attorney, ask the committee for specific questions they would like Counsel to address and send a letter to Mr. Dahlen requesting additional information regarding his variance.

### 10. Discuss Changing Solar Standards to Variance Requests

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Mr. Wiemann recommended that the current solar standards for two and three story buildings be rescinded and variance requests will be required for solar installations.

President diLorenzo made a motion to recommend to the Board to rescind the existing solar Standards for two and three story buildings and to require a variance instead. Director Bruninghaus seconded. The motion passed with a unanimous vote.

### 11. Review Next Steps for Architectural Standard 16 - Garage Doors

The committee requested the word "wood" be deleted from 2.5.

Also, 2.8 now reads "Permits and Inspections" and should be "Alterations."

Staff was asked to make sure the Painting department will be made aware that all garage doors in the same building must be painted the same color during the Painting Program. Mr. Wiemann said he will send the updated Garage Doors Standard to the Paint Department after approval from the Board and will emphasize that update.

President diLorenzo made a motion to approve Staff's recommendation with the amendments. Director Bruninghaus seconded. The motion passed with a unanimous vote.

### Review Next Steps for Architectural Standard 12 - Exterior Wall Attachments

President diLorenzo moved to approve Staff's recommendation to update this Standard. Director Bruninghaus seconded. The motion passed with a unanimous vote.

### Review Architectural Standard 26 - Skylight Installations

President diLorenzo moved to approve Staff's recommendation to update this Standard. Director Bruninghaus seconded. Discussion ensued.

Mr. Wiemann requested to add 2.15, "No trusses shall be cut in the installation of skylights."

President diLorenzo moved to approve Staff's recommendation to update this Standard, with the amendment. Director Bruninghaus seconded. The motion passed with a unanimous vote.

### Review Architectural Standard 27 - Tubular Skylight Installations

President diLorenzo moved to approve Staff's recommendation to update this Standard. Director Bruninghaus seconded. Discussion ensued.

Mr. Wiemann stated that 2.0 and 3.0 should stay in the Standard and to add as 3.11, "No trusses shall be cut in the installation of skylights."

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President diLorenzo moved to approve Staff's recommendation to update this Standard, with the amendments. Director Bruninghaus seconded. The motion was approved unanimously.

### Items for Future Agendas

### Concluding Business:

### 12. Committee Member Comments

Several comments were made.

### 13. Discuss date of next meeting since it is scheduled for Memorial Day, May 28

The committee agreed that the date and time of the next committee meeting will be on Tuesday, May 29 at 1:30 p.m.

14. Adjourned at 11:41 a.m.

Chair, Bill Walsh

William M. Walsa

Kurt Wiemann, Staff Officer

Eve Morton, Alterations Coordinator, 268-2565



### STAFF REPORT

**DATE:** May 29, 2018

FOR: Architectural Controls and Standards Committee

**SUBJECT: Introduce Dumpster Policy** 

### **RECOMMENDATION**

Approve the Dumpster Policy.

### **BACKGROUND**

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

### **DISCUSSION**

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

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

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

### **FINANCIAL ANALYSIS**

None.

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

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

ATTACHMENT(S)

**Attachment 1:** Resolution 03-18-XX

**Attachment 2:** Dumpster Policy

### **RESOLUTION 03-18-XX**

### **DUMPSTER POLICY**

**WHEREAS**, the placement of dumpsters, portable storage units (PODS), and contractor trailers has caused safety and mobility concerns throughout the Village; and,

WHEREAS, staff has developed a policy that addresses these concerns.

**NOW THEREFORE BE IT RESOLVED,** June 19, 2018, that the Board of Directors hereby introduces the Proposed Dumpster Policy as attached to the official meeting minutes;

**RESOLVED FURTHER,** after a 24 hour notice from the contractor or Member, the Security Division will provide members and contractors locations to place these items;

**RESOLVED FURTHER**, the safety, placement, and housekeeping of these items is the responsibility of the member;

**RESOLVED FURTHER,** the Mutual reserves the right to remove or relocate any item to remedy an unsafe condition; 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.



### **DUMPSTER POLICY**

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

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

Dumpsters may be permitted with the following conditions:

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

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

Key considerations for dumpster placement:

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

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

Removal of encroachments to protect public safety:

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



### STAFF REPORT

**DATE:** May 29, 2018

FOR: Architectural Controls and Standards Committee

**SUBJECT: After-the-Fact Mutual Consent Fee** 

### RECOMMENDATION

Approve the After-the-Fact Mutual Consent Fee.

### **BACKGROUND**

On October 20, 2017, the Board passed Resolution 03-17-120, which adjusted the processing fees for Mutual Consents based on actual costs. Since that time, the Mutual has experienced an increase in alteration work being performed without proper Mutual Consents.

Article III §8 and Article X of the CC&Rs require approval of the Board prior to performing any alteration.

### **DISCUSSION**

At the direction of the Board, the Alterations Division has worked closely with Security and Compliance Staff to enforce Mutual Rules and Regulations regarding alterations and construction activity. As a result of these efforts, Staff has seen an increase in requests for Mutual Consents for work that has been started or completed without prior authorization.

When un-authorized work is discovered, an Alterations Inspector is dispatched to the manor and investigates the circumstances. A Stop Work Notice is issued, complete documentation is performed, and a ticket is entered into the system for the Compliance Division follow-up to begin the hearing process.

Upon notice of an alleged violation, Compliance Staff will investigate, and if Staff identifies objective evidence of a violation by a Member or their contractor, a notice is sent to the offending party describing the allegations and the disciplinary action that may ensue if not corrected. Staff will monitor the situation and if compliance is not evident, the matter is scheduled for a disciplinary hearing with the Board of Directors to determine if member-discipline is merited.

Compliance staff compiles the necessary documentation for a report to the Executive Hearing Committee. The Alterations Inspector returns to the manor within the following week to ensure that work has stopped.

On October 20, 2017, the Board passed Resolution 03-17-120, which adjusted the processing fees for Mutual Consents. The new fees were based on the administrative costs to process the documentation required for the Mutual Consents. Due to the extended processes and additional staff involvement, processing after-the-fact Mutual Consents adds additional administrative costs that were not included in the Resolution.

Based on advice from legal counsel, the Mutual may charge fees to defray the costs for administering a service. The Compliance Division estimates that an average of five hours of staff time is spent processing each case; the Alterations Division estimates an average of three hours of staff time for each incident. Based on actual administrative costs incurred, Staff proposes to charge an additional fee of \$315 for processing after-the-fact Mutual Consents.

### **FINANCIAL ANALYSIS**

Additional fee revenue will offset existing administrative costs in operations, as outlined above.

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

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

**Attachments:** 

**Attachment 1:** Proposed Resolution 03-18-XX

### **RESOLUTION 03-18-XX**

### **After-the-Fact Mutual Consent Fee**

WHEREAS, the Mutual has seen an increase in unauthorized alterations; and,

**WHEREAS**, significant staff time is necessary to investigate, document and process unauthorized alteration incidents.

**NOW THEREFORE BE IT RESOLVED,** June 19, 2018, that the Board of Directors hereby introduces the After-the-Fact Mutual Consent Fee;

**RESOLVED FURTHER,** effective August 1, 2018, the fee for processing Mutual Consents after-the-fact will be \$315;

**RESOLVED FURTHER,** the fee shall be in addition to Board approved Mutual Consent processing fees;

**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.



### STAFF REPORT

**DATE:** May 29, 2018

FOR: Architectural Controls and Standards Committee

**SUBJECT:** Revisions to Resale Policy

### **RECOMMENDATION**

Approve a resolution to introduce the Resale Policy.

### **BACKGROUND**

On September 16, 2003, the Board of Directors approved Resolution 03-03-59 establishing criteria for the Resale Policy; on May 20, 2014 the Board of Directors approved Resolution 03-14-53, revising the Resale Policy (Attachment 1). The revisions include, among other items, a security deposit for resale inspections.

The proposed Resolution (Attachment 2) revises only the Security Deposit section of the policy. The remainder of the policy remains functional and unchanged.

### **DISCUSSION**

The 2014 revisions to the Resale Policy established a security deposit for "...architectural violation, failure to maintain an alteration, or other damage to common area caused by the member or member's occupants." The Policy also states that surplus funds from the deposit "...shall be returned to the appropriate party."

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

The inspector determines the cost of each correction based upon predetermined costs; these costs are based on staff chargeable service rates. The seller is responsible for ensuring the necessary repairs or corrections are completed. If the corrections are not made by the final inspection, adequate funds to perform the repairs are withheld; a check is issued to the Mutual at close of escrow as a deposit for the corrections.

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

The policy also states that the funds are to be returned to "the appropriate party" without distinguishing that party.

Third Laguna Hills Mutual Revisions to Resale Policy 5/29/2016 Page 2

Staff recommends creating a policy which directly addresses these issues. The proposed policy will identify the responsibility of the repairs, set a time frame for the repairs, and eliminate the need for a deposit in most cases.

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

Additionally, Staff proposes to require repair or correction of all items listed in the Correction Report by the close of escrow, per the Agreement. In the proposed policy, as in the current procedures, the resale inspector will note corrections and assign the predetermined cost to correct the deficiencies.

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

To allow ample time to educate the membership, realtors and escrow companies, Staff proposes to make the policy effective September 1, 2018.

### FINANCIAL ANALYSIS

None.

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

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

### ATTACHMENT(S)

**Attachment 1** Resolution 03-14-53 - Existing Resale Policy

**Attachment 2:** Proposed Resolution for Revisions to Resale Policy 03-18-XX

**Attachment 3:** Proposed Revised Resale Policy

### Resolution 03-14-53

### **Current Resale Policy**

**WHEREAS,** it is the policy of the Third Laguna Hills Mutual that the Seller of a condominium property in Third Mutual, or his agent, must adhere to the established Resale Policy to allow for an orderly transfer of ownership;

**NOW THEREFORE BE IT RESOLVED,** May 20, 2014 that the Board of Directors of this Corporation hereby approves the Proposed Resale Policy as attached to the official meeting minutes; and

RESOLVED FURTHER, that Resolutions 03-03-59 and 03-03-60 are hereby superseded and cancelled; and

**RESOLVED FURTHER,** that staff shall take the necessary steps to inform the realty community and the residents of Third Mutual; 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.

### **RESALE POLICY – THIRD LAGUNA HILLS MUTUAL**

It is the policy of the Third Laguna Hills Mutual housing corporation that transfers of property through the resale process shall be handled as expeditiously as possible, in accordance with Mutual review and approval processes.

Further, it is the policy of the Mutual that the Seller of a condominium property in Third Mutual, or his agent, should:

Within two business days after listing or making the property available for sale, the Seller or Seller's authorized agent should notify the Resale Inspection Office, in writing of the listing and submit to the Resale Department a "Request for 1st Inspection Report". The notification shall include the name of the listing real estate agent or personal agent of the seller, Seller's address and telephone number, the listing contract date, and Seller's current address and telephone number if seller is not residing in the manor being listed for sale; and at least one week prior to close of escrow, the Seller or his Agent will request that a Final Inspection be scheduled.

### Seller's Authorization to Release Information

Seller, or authorized agent, shall execute and deliver the <u>Seller's Authorization for Release of Information</u> to the Managing Agent. No information will be released by the Mutual or the Managing Agent to any party until the Managing Agent receives the Release.

### Mutual Board's Review of Buyer's Qualifications

Upon receipt of all requisite documents from the Escrow Office handling the resale transaction, and completion of the First Inspection, the Mutual will have fifteen (15) calendar days to review and approve or deny the buyer's application for membership.

### Occupancy by Buyer Prior to Close of Escrow

A buyer is not be permitted to occupy a manor prior to Board approval of the Buyer's membership qualifications except by receiving Board approval of a Lease Permit through the GRF Lease Permit Office.

If a Seller agrees to permit the Buyer to occupy the manor after Board approval, and prior to close of escrow, both parties shall execute and present a <u>Hold Harmless Agreement</u> through the Security Division. Early occupancy based on the Hold Harmless Agreement shall be limited to fifteen (15) calendar days. Buyers who intend to occupy the manor for more than fifteen (15) days prior to close of escrow shall obtain a Lease Permit approved by the Board through the GRF Lease Permit Office.

### **Carryover Occupancy by Seller**

If Buyer and Seller agree that Seller may continue to occupy the manor after close of escrow, such occupancy shall be limited to fifteen (15) calendar days. Seller who intends to carry over occupancy for more that fifteen (15) days following close of escrow shall obtain a Lease Permit approved by the Board through the GRF Lease Permit Office.

### **Security Deposit**

If the inspection reveals an architectural violation, failure to maintain an alteration, or other damage to common area caused by the member or member's occupants, or if at the time of the inspection the member owes the Mutual unpaid assessments, fines or other amounts, the amounts sufficient to rectify the member's indebtedness to the Mutual will be held at escrow in a holding account. Any surplus funds shall be returned to the appropriate party.

### **RESOLUTION 03-18-XX**

### RESALE POLICY

**WHEREAS,** on May 20, 2014, the Board of Directors approved Resolution 03-14-53, establishing a security deposit for resale inspections;

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

**WHEREAS**, staff has found the current security deposit section of the resale policy to be administratively burdensome and withholds funds from members for an unreasonable length of time.

**NOW THEREFORE BE IT RESOLVED,** June 19, 2018, that the Board of Directors hereby introduces the Proposed Resale Policy as attached to the official meeting minutes:

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

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

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

**RESOLVED FURTHER,** that Resolution 03-14-53, adopted May 20, 2014, is hereby superseded in its entirety and no longer in effect; and

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

### PROPOSED RESALE POLICY

It is the policy of the Third Laguna Hills Mutual housing corporation that transfers of property through the resale process shall be handled as expeditiously as possible, in accordance with Mutual review and approval processes.

Further, it is the policy of the Mutual that the Seller of a condominium property in Third Mutual, or his agent, should:

Within two business days after listing or making the property available for sale, the Seller or Seller's authorized agent should notify the Resale Inspection Office, in writing of the listing and submit to the Resale Department a "Request for 1st Inspection Report". The notification shall include the name of the listing real estate agent or personal agent of the seller, Seller's address and telephone number, the listing contract date, and Seller's current address and telephone number if seller is not residing in the manor being listed for sale; and at least one week prior to close of escrow, the Seller or his Agent will request that a Final Inspection be scheduled.

### <u>Seller's Authorization to Release Information</u>

Seller, or authorized agent, shall execute and deliver the <u>Seller's Authorization for Release of Information</u> to the Managing Agent. No information will be released by the Mutual or the Managing Agent to any party until the Managing Agent receives the Release.

### Mutual Board's Review of Buyer's Qualifications

Upon receipt of all requisite documents from the Escrow Office handling the resale transaction, and completion of the First Inspection, the Mutual will have fifteen (15) calendar days to review and approve or deny the buyer's application for membership.

### Occupancy by Buyer Prior to Close of Escrow

A buyer is not be permitted to occupy a manor prior to Board approval of the Buyer's membership qualifications except by receiving Board approval of a Lease Permit through the GRF Lease Permit Office.

If a Seller agrees to permit the Buyer to occupy the manor after Board approval, and prior to close of escrow, both parties shall execute and present a <u>Hold Harmless Agreement or similar Mutual Issued document</u> through the Security Division. Early occupancy based on the Hold Harmless Agreement shall be limited to fifteen (15) calendar days. Buyers who intend to occupy the manor for more than fifteen (15) days prior to close of escrow shall obtain a Lease Permit approved by the Board through the GRF Lease Permit Office.

### Carryover Occupancy by Seller

If Buyer and Seller agree that Seller may continue to occupy the manor after close of escrow, such occupancy shall be limited to fifteen (15) calendar days. Seller who intends to carry over

occupancy for more that fifteen (15) days following close of escrow shall obtain a Lease Permit approved by the Board through the GRF Lease Permit Office.

### **Security Deposit**

If the inspection reveals an architectural violation, failure to maintain an alteration, or other damage to common area caused by the member or member's occupants, or if at the time of the inspection the member owes the Mutual unpaid assessments, fines or other amounts, the amounts sufficient to rectify the member's indebtedness to the Mutual will be held at escrow in a holding account. Any surplus funds shall be returned to the appropriate party.

### **Resale Corrections**

If the inspection reveals an architectural violation, failure to maintain an alteration, or other damage to common area caused by the member or member's occupants, the member shall be responsible for such violations, alteration maintenance, and damage to common area. The member must make all corrections before the close of escrow. The Mutual will make all corrections to landscaping; the cost of which shall be paid to the Mutual prior to close of escrow.

In the event that a Member is unable to ensure the repairs are completed by close of escrow, due to illness or circumstances beyond their control, the Member will be required to request a variance from the Board and provide adequate documentation of the circumstances.

If at the time of the inspection the member owes the Mutual unpaid assessments, fines or other amounts, the amounts sufficient to rectify the member's indebtedness to the Mutual will be held at escrow in a holding account.



### STAFF REPORT

DATE: May 29, 2018

FOR: Architectural Control and Standards Committee

**SUBJECT: Variance Request** 

Mr. Timothy Cooper and Mrs. Susan Smallwood 3456-B (Andaluz, P302RC)

Room Additions, A/C Relocation, Increase Electrical Service, Window

Additions and Enlarge Courtyard.

### **RECOMMENDATION**

Staff recommends the Board deny the request for alterations that require the use of common area, shown below as items one, three and four. Staff recommends the Board approve the request to construct the alaterations listed that do not require the use of common area, shown below as items two, five, six and seven, with the conditions as stated in Appendix A.

### **BACKGROUND**

Mr. Timothy Cooper and Mrs. Susan Smallwood of 3456-B of Bahia Blanca West, an Andaluz style unit, are requesting Board approval of a variance for the following alterations:

- Room addition at master bathroom.
- 2. Room addition replacing existing solarium.
- 3. Install landing on common area to accommodate room addition's sliding glass door.
- 4. Enlarge existing courtyard and enclose with wall/gate.
- 5. Relocate existing A/C condenser.
- 6. Increase electrical service from 125 Amps to 200 Amps.
- 7. Add two new windows in the living room.

This variance request includes construction of a 419 square foot room addition on a combination of original and previously approved exclusive use common area. Additionally, the proposal includes a request to repurpose 308.5 square feet of common area to exclusive use to construct the bathroom addition, door landing and courtyard extensions. Staff has created a graphic depicting the land usage history for the manor (Attachment 1).

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

### DISCUSSION

As discussed above, the Members are seeking seven alterations on this Variance Request. For clarification, the site plan has been numbered to correspond with the list above (Attachment 2). The proposed alterations are listed in the same order below:

(1) Room Addition at Master Bathroom: Mr. Cooper and Mrs. Smallwood are proposing to increase the size of the master bath by removing the exterior rear wall of the master bathroom and construct a room extension measuring 8'7" wide and 6' long (52 SF) to accommodate a hydrotherapy bathtub. The extension would be constructed using wood frame and stucco construction to match the existing building. The extension is proposed with a 4' wide by 4' tall window and a built-up composition roof. The members have submitted a letter with attachments for the Committee's perusal (Attachment 3). These documents reference the hydrotherapy tub for medical reasons. Staff maintains there is sufficient room in the manor for the tub without a room addition.

The Davis-Stirling Common Interest Development Act (Act), does permit the Board to grant the use of common area to accommodate disabilities: Civil Code §4600 (b)(3) states "Any grant of exclusive use that is for any of the following reasons: (F) To accommodate a disability.

Although the Act allows exclusive use accommodation for the disabled, it leans toward access to the main entry of the dwelling: §4760 (a)(2) to facilitate access for persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to these persons. These modifications may also include modifications of the route from the public way to the door of the separate interest ..." (emphasis added).

- (2) Room Addition Replacing Existing Solarium: The variance request also proposes to remove the existing solarium on the rear patio (32'9" wide, by 12' deep) and tiled patio slab (26" wide by 12' deep) and to build a room addition in the same location. Wood frame and stucco construction together with a built-up composition roof construction are proposed. The rear wall will have five windows each measuring 6' wide by 4' tall, the right elevation will have a single 5' wide by 4' tall window, and the left elevation will have a 5' wide by 7' tall sliding glass door. The proposed room addition would add almost 420 square feet to the manor.
- (3) Install Landing on Common Area to Accommodate Room Addition's Sliding Glass Door: In order to meet building code, the proposed sliding glass door will have a 6' wide by 3' long landing on the exterior side of the door. The landing would require the granting of common area. Staff supports the room addition but proposes two alternates to the proposed plan; the room addition be constructed with a window in lieu of the sliding glass door to avoid the use of common area for the landing; or the width of the room addition be reduced by three feet to allow the existing patio slab footprint to be used for the required landing.
- (4) Enlarge Existing Courtyard and Enclose with Wall and Gate: The request proposes to extend the existing courtyard by demolishing the front wall and continuing the existing right elevation wall for 13'. A new front wall to match the existing wall height (5') measuring 11' in length with a 42" wide by 72" tall gate is proposed. Materials to match the existing wall will be used for consistency of appearance. Per the opinion of legal counsel, the area proposed for this alteration is common area (Attachment 4).

The following items, five, six and seven, can be approved with over-the-counter Mutual Consents. Staff has included them in the variance request to give the Committee the full scope of the remodel.

**(5) Relocate Existing A/C Condenser:** The proposal includes the relocation of the existing A/C condenser. It is currently located in the rear of the unit adjacent to the master bedroom, next to the existing solarium; the proposal intends to move it to the right side of the unit, adjacent the living room.

- **(6) Increase Electrical Service from 125 Amps to 200 Amps:** The members propose to increase electrical service from 125 Amps to 200 Amps. The upgraded electrical service will be in the same location as the existing.
- (7) Add Two New Windows In The Living Room: The members also propose to add two new windows to the living room; both measuring 5' wide by 4' tall.

A City permit for the alterations would ensure building code is met for structural integrity.

Examples of approved variances for room additions on rear patios are 2253-A and 5512-C in August 2017, 3488-B and 5448 in September 2017. Staff was unable to find any previous examples of a similar alteration request to extend a courtyard or install landings on common area on file. Due to the electrical upgrade, A/C relocation and living room window additions being available as over-the-counter Mutual Consents, there were no previous variance examples available.

At the time of preparing this report, there are no open Mutual Consent for Manor 3456-B.

Neighbor Awareness Notices were mailed to 3451-A, 3451-B, 3451-C, 3455-A, 3456-A, 3457-A and 3457-B May 14, 2018 due to being within line of sight and/or close proximity to the proposed alteration.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 3456-B.

**Prepared By:** Gavin Fogg, Alterations Inspector II

Reviewed By: Kurt Wiemann, Permits, Inspections & Restoration Manager

Eve Morton, Alterations Coordinator

### ATTACHMENT(S)

Appendix A: Conditions of Approval

Attachment 1: Site Plan with Land Use Graphic

Attachment 2: Site plan

Attachment 3: Variance Request Attachment 4: Letter from Members

Attachment 5: Photos
Attachment 6: Aerial View

### APPENDIX A

### **CONDITIONS OF APPROVAL**

Conditions of approval would be as follows:

In order for the Board's approval for the below mentioned alteration to take effect, as per California Civil Code §4600, regarding the transfer of the use of any portion of the Common Area, as defined in the CC&Rs, ("Common Area") to an individual Manor Owner, written approval of at least sixty-seven percent (67%) of the Manor Owners in their Mutual.

- 1. No improvement shall be installed, constructed, modified or altered at Manor 3456-B, ("Property") within the Third Laguna Hills Mutual ("Mutual") unless and until a 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 Owner or Owners ("Member Owner") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
- 2. A Variance for Manor Alterations has been granted at 3456-B for a Room Additions, A/C Relocation, Increase Electrical Service, and Window additions and Enlarge Courtyard, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
- 3. Prior to the issuance of a Mutual Consent for Manor Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
- 4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 3456-B and all future Mutual members at 3456-B.
- 5. 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).
- All piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations thorough framing.
- 7. This approval does not change the number of bedrooms or the original maximum occupants permitted in the Manor.
- 8. Paver install must be set in compacted subgrade.

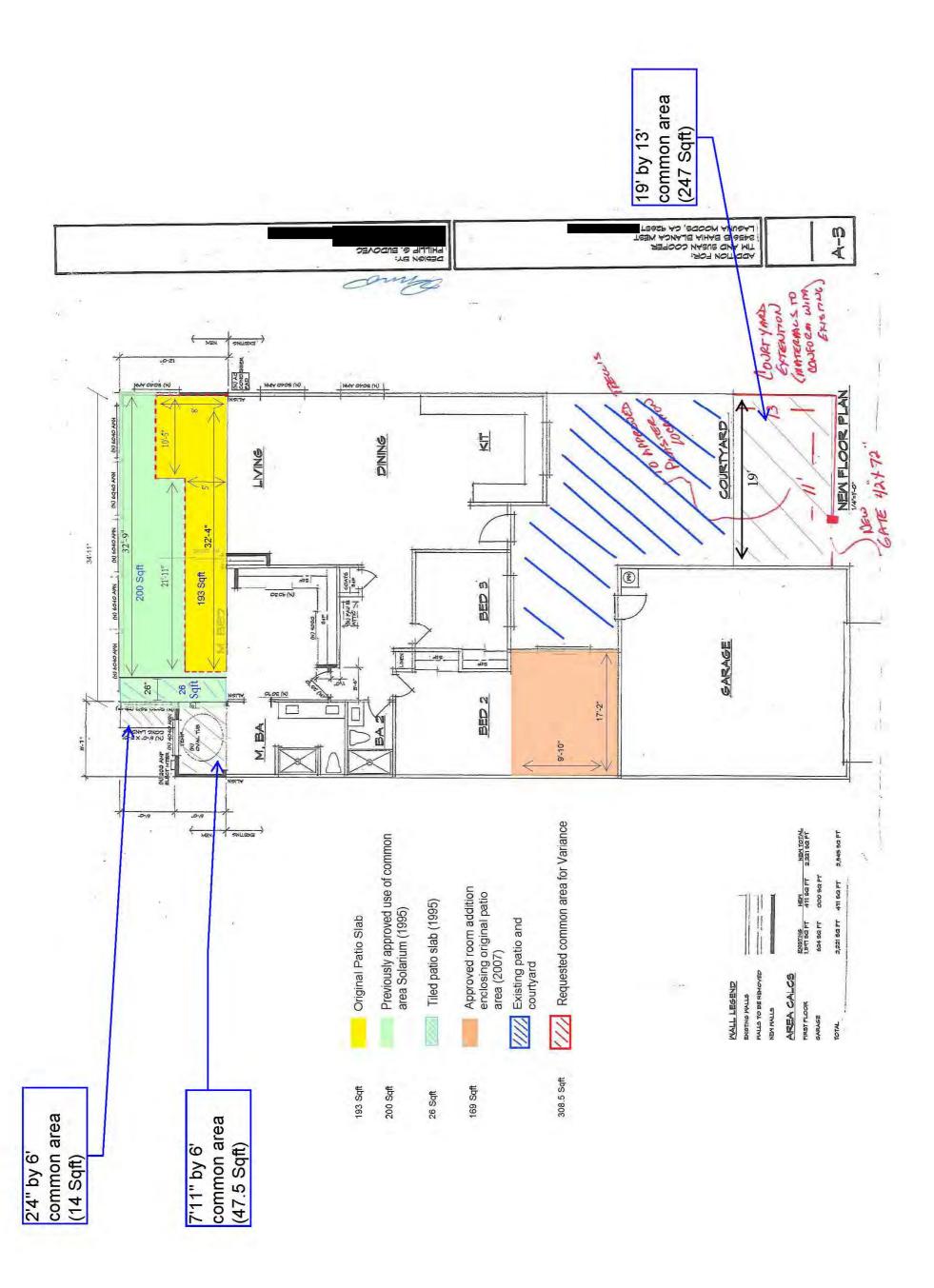
- 9. Member Owner(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized "Recordable Common Area Agreement" for a proposed improvement that would utilize any portion of the Mutual's Common Area. Prior to the issuance of a Mutual Consent for Manor Alterations, that "Recordable Common Area Agreement" must be filed with the Orange County Clerk/Recorder.
- 10. 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 Manor 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.
- 11. Prior to the issuance of a Mutual Consent for Manor Alterations, if required, a Mutual Roof Alteration Notification ("Tie-In Form") must be submitted to the Division. All roof tie-ins must be performed by a C-39 Licensed Contractor. The Member Owner may hire a C-39 Licensed Contractor of his/her own choice to perform roof tie-ins for the installation of solar panels on all roof types except PVC Cool Roofs. For PVC Cool Roofs, regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member Owner's expense. All tie-ins may only be made to sound structural elements. Existing structural elements proposed to be tied to, which exhibit signs of dry rot or other structural defects, must first be replaced or repaired at the Member Owner's expense during construction of the improvement.
- 12. Prior to the issuance of a Mutual Consent for Manor Alterations, the Member Owner shall request a Landscape Department inspection in order to assure all landscape, irrigation, and drainage modifications associated with the improvements are identified and completed by the Landscape Department at the expense of the Member Owner. All gutter drainage shall be directed away from structures, free standing walls, foundations, and pedestrian walkways.
- 13. Prior to the issuance of a Mutual Consent for Manor Alternations, the Member Owner shall request a Broadband infrastructure inspection to assure that Mutual property is appropriately identified in order to be addressed during construction.
- 14. 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 "Third Laguna Hill Mutual Color Selections" at Resident Services, located at the Community Center first floor.
- 15. Member Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, and use of Mutual property for storage of equipment or materials without prior approval. Member Owner acknowledges and agrees that all such persons are his/her invitees. Member Owner shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations.
- 16. Member Owner hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the

Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.

- 17. Member Owner shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment, traffic or other charge levied in connection therewith.
- 18. Member is responsible for following the gate clearance process (http://www.lagunawoodsvillage.com/residents/resident-services and click on documents and Business Pass Application Instructions) in place to admit contractors and other invites.
- 19. Member Owner's contractors and other invitees shall have business signage on vehicles and 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.
- 20. 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.
- 21. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. The Conformance Deposit will be held until Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
- 22. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member Owner or the Property, to cover and/or recoup any costs whatsoever, including, but not be limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member Owner; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member Owner's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.
- 23. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Member Owner agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.
- 24. Any remaining Conformance Deposit is refundable if the Member Owner notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was

posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member Owner's address of record with the Mutual. Under no circumstances shall Member Owner be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member Owner within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.

- 25. 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.
- 26. 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.
- 27. During construction, both the Mutual Consent for Manor Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
- 28. 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.
- 29. 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.
- 30. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
- 31. The Mutual Consent for Manor 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.
- 32. Violations of the forgoing conditions or the Mutual's Governing Documents (See http://www.lagunawoodsvillage.com), including, but not limited to, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Owner Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
- 33. Mutual member shall indemnify, defend and hold harmless Third and its officers, directors, committee members and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual member's improvements and installation, construction, design and maintenance of same.



PHILLIP 6. BUDOVEC DESIGN BY:

5

- H

Health Care. (5)
Houghtst 1878
Churchese, Tamples (5)
Security, Gates (6)
OGTA Bus Stops (5)

Laguna Woods Village

Community Street Map

### 8450 B BATIA BLANDA MEST AGUNA WOODS, CA 92637 FIM AND BUBAN COOPER ADDITION FOR:

1. ALL NEW ELECTRICAL RECEPTACLE OUTLETS AND NEW LIGHTING FIXURES TO BE ON SEPARATE BRANCH CIRCUITS AND INSTALLED PER CODE.

ELECTRICAL/FLOOR PLAN NOTES

ALL ELECTRICAL OUTLETS IN BATHROOMS, GARAGES, BASEMENTS, CRAMI, SPACES, GUTDOOR AREAS, LANIDRY AREAS, KITCHEN CONTERS, BIELANDS, AND BARS ARE TO BE GROND CIRCUIT INTERRUFTER (GFI) FER CODE.

ALL 120 YOLT BINGLE PRASE IS, AND 20 AMP BRANCH CIRCUITS SUPPLYING RECEPTACLE OVILETO IN ALL ROOMS SHALL BE PROTECTED BY A LISTED ARC-FAULT GIRCUIT INTERSUPES (APCI) FIRE COPE.

ali reguired receptacle oulets shall be listed "tamper Resistant" receptacle per code.

ALL KITCHEN, BATHROOM AND LAMPRY ROOM RECEPTACLE OUTLETS SHALL BE SERVED BY A DEDICATED 20 AMP CIRCUIT FER CODE.

ALL REQUIRED LUMINAIRES SHALL BE HIGH EFFICIENCY PER CODE

# PHILLIP G. BUDOVEC

PROJECT DESCRIPTION:
THIS IS A NEW OWN STORY ADDITION
THIS IS A NEW OWN STORY ADDITION
THIS IS A NEW OWN ELVING STORY ADDITION
ADDITION TO THE LIVING ROOM AND MASTER BEDROOM
REMODEL THE MITCHEN
REMODEL THE THOU BATHS

- A-1.1 BUILDING COMPOSITE SITE PLAN FOR ASSUME PL
- A-2 EXISTING/DEMO FLOOR PLAN
- A-4 NEW BLEVATIONS, SECTION, AND ROOF PLAN
- A-7 PIRE PROTECTION WALL AND DETAILS
- 5-2 STRUCTURAL DETAILS 7-24A TITLE 24
- T-24B TITLE 24
- 6-1 GENERAL NOTES
  6-2 GAPATER & RESIDENTIAL
  NANDATORY MEASURE
  G-5 GAPATER & RESIDENTIAL
  MANDATORY MEASURE
  11 SHEETS

## DESIGN BY:

CODE ANALYBID	
OCCUPANCY TYPE	RZM
CONSTRUCTION TYPE	\$
CALIFORNIA BUILDING CODE (YOL 2)	3016
CALIFORNIA RESIDENENTIAL CODE	2016
CALIFORNIA FLIMBING CODE	2016
CALIFORNIA MECHANICAL CODE	2016
CALIFORNIA ELECTRICAL CODE	2016
CALIFORNIA ENERGY CODE	2016
CALIFORNIA GREEN BUILDING CODE	2016
CITY OF LAGUNA WOODS MUNICIFAL CODE	

19. ALL SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE TO BE ON SEPARATE BRANCH CIRCUITS AND INSTALLED PER CODE.

14, 9FE THE CALIFORNIA BLECTRICAL CODE (CEC) FOR ADDITIONAL REQUIREMENTS AND ADDITIONAL NOTES NOT COVERED IN THESE NOTES.

15. SEE TITLE 24 MANDATORY MEASURES SUMMARY FOR ADDITIONAL NOTES FOR RESIDENTIAL LIGHTING REQUIREMENTS NOT COVERED IN THESE

13. ALL SURFACE MOUNTED LIGHTING FIXTURES IN WALK-IN CLOSETS MUST BE 18" FROM STORAGE AREAS PER CODE.

ALL BATHROOMS, LANDRY/SERVICE ROOMS, AND GARAGES MILL HAVE AT LEAST ONE LANHINARE MHOH SHALL BE GONTROLLED BY A VACANOR SENSOR FER CODE.

ALL LIGHTING IN ALL BEDROOMS, HALLS, LIVING ROOMS, DENS, AND OTHER SIMILAR ROOMS TO BE HIGH EFFICIENCY OR SHALL BE CONTROLLED BY A DIMMER OR OCCUPANT SENSOR FER CODE.

ALL FIXED APPLANCES SUCH AS DISPOSALS, DISHWASHERS, WASHERS, DRYERS, BULT IN HEATERS AND ANY OTHER FIXED APPLANCE WITH IS HANDED ON LARGER SHALL BE ON A SEPARATE # 12 ANG WIRE BRANCH CIRCUM INSTALLED PER CODE.

IO, ALL RECESSED CAN LIGHTS IN INSULATED CEILINGS SHALL BE CERTIFIE! AIRTIGHT AND INSTALLED PER CODE.

ALI ELECTRONIC BALLASTS GHALL BE RATED 19 WATTS OR GREATER.
 AND SHALL HAVE AN OUTPUT FREQUENCY NOT LESS THAN 20 KHY PER CODE.

WORKING HOURS: WORKING HOURS ARE FROM 180 AM - 5:00 PM M-F WORKING HOURS ARE FROM 180 AM - 5:00 PM M-F NO WORKING HOURS ON SUNDAYS OR LEGAL HOLIDA NO WORKING HOURS ON SUNDAYS OR LEGAL HOLIDA PIRE SYRINKLERS: THE EXISTING HOME IS NOT SPRINKLERED

NEW WINDOWS NEW HVAC. SEE NEW PLAN FOR THE EXTENT OF THIS PROJECT.

LEGAL DESCRIFTION: THIS IS A ONE STORY CONDO IN THE CITY OF LAGINA MOOD? IN COUNTY OF ORANGE, IN THE STATE OF CALIFORNIA.

CONSTRUCTION:
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SURGAYTED ON THIS CONSTRUCTION SHE OR BY CONSTRUCTION
ACTIVITIES SHALL BE PLACED, CONYED ON DISCHARGED INTO
THE STREET, GUITER, OR STORM DRAIN SYSTEM.

ADDITION PERMITS: PROJES, BPAS, IVALLES, FENCES, PATIO COVERS, AND ANY OTHER PRESIVATIVE STRUCTIVES REQUIRE A SEPARATE REVIEW AND PERMIT

A-1 TITLE SHEET AND SITE PLANS

A-8 NEW FLOOR PLAN

A-5 NEW FOUNDATION PLAN A-6 NEW FRAMING PLAN

S-1 STRUCTURAL DETAILS A-4 PLUMBING A-B HVAC

16. SEE SHEET G-1 SECTION 16 A FOR MORE ELECTRICAL NOTES NOT COVERED IN THESE NOTES.

18, ALL TEMPERED GLASS TO BE ETCH MARKED AND NOTED ON THE PLAN AND INSTALLED PER CODE.

11, THE CONTRACTOR SHALL FROVIDE A SINGLE LINE DIAGRAM, PANEL SCHEDLIE, AND LOAD CALCULATIONS FOR ALL THE NEW ELECTRICAL SYSTEMS BEING NOTALLED AT THE LOB SITE FOR THE ELECTRICAL. INSPECTOR'S REVIEW.

IR, ALL DEFERRED SUBMITIVALS TO BE REVIEWED AND AFFROVED BY THE DEBONDER, AND OFFICER ROPER TO BEFORED AND CERTIFED FRIOR TO BUBNITIAL FOR FLAN REVIEW.

SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS:

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KITCHEN EXHAUST SYSTEM VENTED TO OUTDOOKS SYALL HAVE A MINIXON EXHAUST RATE OF 100 ST BATH EXHAUST SYSTEM VENTED TO CUTDOOK SHALL HAVE A MINIMUM EXHAUST RATE OF 50 of AND MEET ASHRA STANDARDS AND MAX SOUND

HABITABLE ROOMS SHALL HAVE AT LEAST ONE OPERABLE EMEROBNOY ESCAPE AND RESCUE WINDOW, SEE MINIMUM REQUIREMENTS.

EMERGENCY WINDOW EGRESS NOTES

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LINES AND FROM ANY OPENING INTO BUILDING

PG-144 PG-144 BLD: 3445-3457 SEM POMPE VINTE 2-SMR'S: B;DG;3445B, 3451C /R:N/A C/P:N/A

BATH NOTES:

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AND WALL AND CEILING FAMELS IN SHOWER
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SMOKE DETECTORS ARE TO BE INSTALLED PER CODE AND SHALL BE LISTED IN ACCORDANCE MITH/PER UL 211 REQUIREMENTS AND SHALL BE CALIFORNIA

STATE FIRE MARSHAL LIBITED.

CARBON MONOXIDE DETECTORS ARE TO BE INSTALLED PER CODE AND SHALL. BE LISTED IN ACCORDANCE WITH FER UL 2004 AND UL 2015 REQUIREMENTS.

ALL SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS SHALL CONTAIN A MINIMUM TEN (10) YEAR LIFE BATTERY,

WHOLE HOUSE VENTILATION NOTES. PER ASHRAE STANDARD REGUIREMENTS A MHO PROVIDE 100 SQ IN MIN CLEAR OPENING (LOWERS) FOR DRYER MAKE UP AIR.

TIM AND SUSAN COOPER 2456 B BAHIA BLANCA WEI LAGUNA WOODS, CA 9265

1-1

PLUS AND MINUS AND SHOULD BE VERIFIED WITH EXISTING CONDITIONS AND WALLS. ANY DECREPACIES OR OVISSIONS IN THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF DESIGNER OR STRUCTURAL ENGINEER WITHIN A REAGONIER?

MATCH ALL MATERIALS WITH EXISTING, SIZE, SHAFE, TEXTURE, AND COLOR.

ALL NON-COMPLIANCE PLUMBING FIXTURES MUST BE REPLACED MITH WATER CONSERVING FIXTURES FER. SB. 401 AND PER. CODE.

WATER CLOSETS: 1.29 GPM
SHONENBADE: 2.00 GPM
ALL SANT PANCETS: 1.2 GPM
TITCHER FALCETS: 1.2 GPM
WOTH A 2ª\* CLEAR IN PROVIT OF THE WATER
1.1.05ET PER CODE.

CONTROL VALVES SHAL BE PRESSURE BALANCING THERMOSTATIC FER CODE

EXISTING FLOOR PLAN

COURTYARD

GARAGE

EXISTING WALLS NEW WALLS

AREA CALCO

PIRST FLOOR SARAGE

EXISTING 1,597 BQ FT

2,845 SQ FT NEW 471 5Q FT 000 50 FT 471 SQ FT 2,221 SQ FT 624 5Q FT

WALLS TO BE REMOVED

TOTAL

WALL LEGEND

BATH NOTES:
ALL NON-COMPLANCE PLIMBING FIXTURES
MIST BE REPLACED WITH WATER CONSERVING
FIXTURES PER 56 407 AND PER CODE.

1, ALL NEW ELECTRICAL RECEPTACLE OUTLETS AND NEW LIGHTING FIXTURES TO BE ON SEPARATE BRANCH CIRCUITS AND INSTALLED PER CODE. ELECTRICAL/FLOOR PLAN NOTES:

3, ALL ELECTRICAL OUTETS IN BATHROOMS, GARAGES, BAGEMENTS, CRAWI, SPACES, CNTDOOR AREAS, LANDRY AREAS, KITCHEN COUNTERS, ELANDRY AND BARS ARE TO BE GROUND CACUIT INTERRUPTER (GFI) PER CODE. 9. ALL REQUIRED RECEPTACLE OUTLETS SHALL BE LISTED "TAMPER." RESISTANT" RECEPTACLE PER CODE.

ALL 120 VOLT BINGLE PHABE 15, AND 20 AMP BRANCH CIRCUITS SUPPLYING RECEPTACLE OUTLETS IN ALL ROOMS SHALL BE PROTECTED BY A LISTED ARC-FAULT CIRCUIT INTERRUPER (AFCI) PER CODE.

5. ALL KITCHEN BATHROOM AND LAUNDRY ROOM RECEPTACLE OUTLETS SHALL BE SERVED BY A DEDICATED 20 AMF CIRCUIT PER CODE.

SHOWER WALLS, WALLS SHALL BE FINISHED WITH A SMOOTH, NONABSORBENT SURFACE TO MIN 6'-0". (N) SHOWER W/ TEMP, GLASS TILE MALLS TO 6'-0

CONTROL VALVES SHAL BE PRESSURE BALANGING/THERMOSTATIC PER CODE

SUNROOM

M. BED

REMOVE M. BA

REMOVE WALL

1. ALL LIGHTING IN ALL BEDROONS, IAALS, LIVNG ROONS, DERS, AND OTHER SWILLER ROONS TO BE HIGH EFFICIENCY OR SHALL BE.
CONTROLLED BY A DININER OR COCUPANT SENSOR FER COPE. 6. ALL REQUIRED LUMINAIRES SHALL BE HIGH EFFICIENCY PER CODE.

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12. ALL SURFACE MOUNTED LIGHTING FIXTURES IN WALK-IN CLOSETS MUST BE 12" FROM STORAGE AREAS PER CODE.

19, ALL SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE TO BE ON SEPARATE BRANCH CIRCUITS AND INSTALLED PER CODE.

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LINES AND FROM ANY OPENING INTO BUILDING

14: SEE THE CALIFORNA ELECTRICAL CODE (CEC) FOR ADDITIONAL REQUIREMENTS AND ADDITIONAL NOTES NOT COVERED IN THESE NOTES.

15, SEE TITLE 24 MANDATORY MEASURES SUMMARY FOR ADDITIONAL NOTES FOR RESIDENTIAL LIGHTING REQUIREMENTS NOT COVERED IN THESE NOTES.

16, SEE SHEET 6-1 SECTION 16 A FOR MORE ELECTRICAL NOTES NOT COVERED IN THESE NOTES.

DESIGN BY:

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17, THE CONTRACTOR SHALL PROVIDE A SINGLE LINE DIAGRAM, PANEL SCHEDLE, AND LOAD CALCULATIONS FOR ALL THE NEW ELECTRICAS SYSTEMS BEING INSTALLED AT THE LOB SITE FOR THE ELECTRICAL INSPECTIONS REVIEW.

18, ALL TEMPERED GLASS TO BE ETCH MARKED AND NOTED ON THE PLAN AND INSTALLED PER CODE.

19, ALL DEFERRED SUBMITTALS TO BE REVIEWED AND AFFROVED BY THE DESIGNER AND/OR ENGINEER OF RECORD AND CERTIFIED FRICK TO SUBMITTAL FOR PLAN REVIEW.

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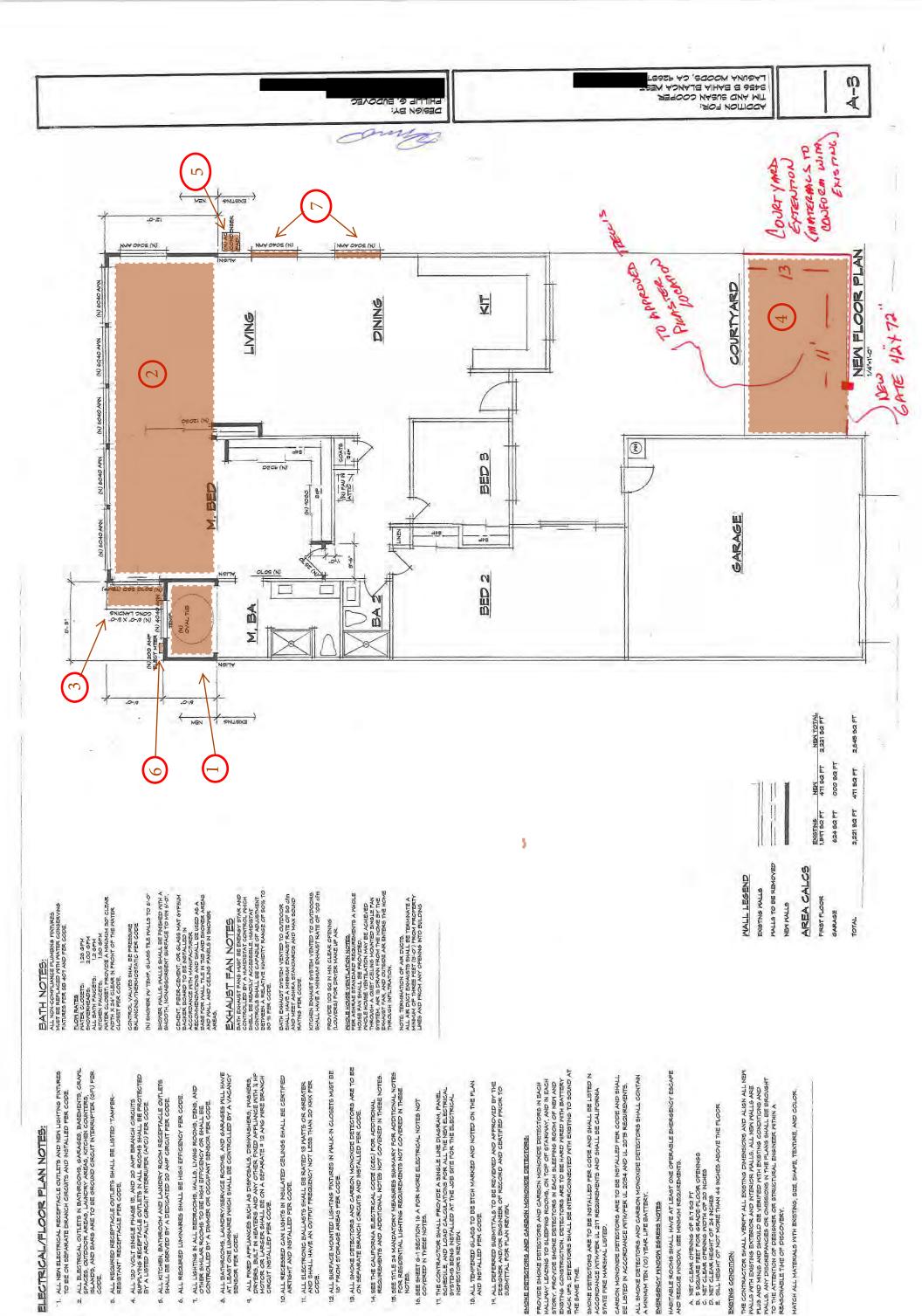
CARBON MONOXIDE DETECTORS ARE TO BE INSTALLED PER CODE AND BHALL BE LISTED IN ACCORDANCE WITH/FER UL 2004 AND UL 2015 REQUIREMENTS.

ALL SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS SHALL CONTAIN A MINIMUM TEN (10) YEAR LIFE BATTERY. EMERGENCY WINDOW EGRESS NOTES HABITABLE ROOMS BHALL HAVE AT LEAST ONE OPERABLE EMERGENCY ESCAPE AND REGOUE MINDOW, SEE MINIMUM REQUIREMENTS.

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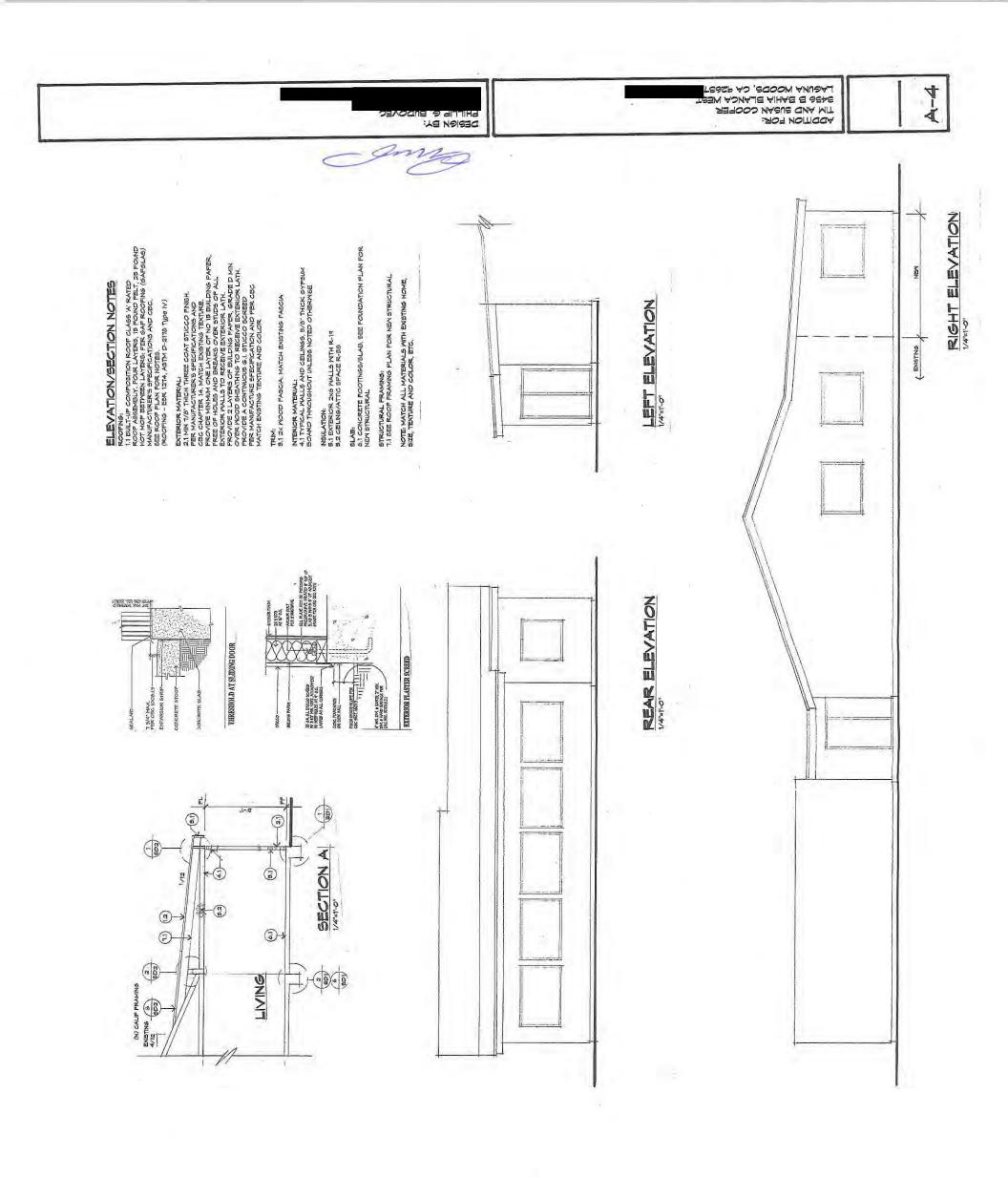
THE CONTRACTOR SHALL VERSITY ALL EXETING DIMENSIONS AND ALIGN ALL NEW YALLS WITH EXCENTINE CONDITIONS AND INTERIOR PALLS. ALL NEW YALLS ARE PLUE AND WINGS AND SHOULD BE VERSITED WITH EXERTING CONDITIONS AND WALLS, ANY DISCREPANCIES OR OMISSIONS IN THE FLAMS SHALL BE BROUGHT TO THE ATTENTION OF DESIGNERS OR STRUCTURAL ENGINEER WITHIN A REACHMENT TO FINDSOVERS. MATCH ALL MATERIALS WITH EXISTING, SIZE, SHAPE, TEXTURE, AND COLOR.



EXISTING CONDITION:

EMERGENCY WINDOW EGRESS NOTES

STATE FIRE MARSHAL LISTED.



Laguna Woods Village.

### ATTACHMENT 3

MANOR # 3454 B

	ULWM
1 1	
	CLVVIVI

TLHM

Variance	Request	Form
Valiation	1109000	

SA 2125064

Model: Plan:	P30289 Mbl 4-26-18			
Member Name: /Susan 5 mailwood	Signature'			
Contractor Name/Co:	F-mail-			
Mailing Address: (to be used for official correspondence)  345(a B Bahia S	Blanca W, lagura Woods, CA 92639			
Description of Proposed Variance Request ONLY:				
1) loom Addition for Hyd	brotherapy Bath Tub. I 6'x8'			
(5) Relocation of AC Conde	enser Unit			
3 Inclase Electrical Serv	Le from Wang to 200 any, 1 12 +34			
9 Room Addition of epist 6 Science budgeon in 6 Science poor egress from	ins 1993 permitted Patro Solarium to so,			
@ Two (2) new Windows in	hiving Room . I 26 x 36			
pimensions of Proposed Variance Alter	ations ONLY:			
@ Enlarge Front Courtyand with Coate I 11 x 13 19				
3010 (1)				
O See attached Architectural Drawing A1-A4				
3) Memorandeen to variance Regust Form with Attach mous				
FOR OFFICE USE ONLY  RECEIVED BY: Abraham B DATE RECEIVED: 4-26-18 Check# 3342 BY:				
Alteration Variance Request	Complete Submittal Cut Off Date: 4-26-18			
Check Items Received: Drawing of Existing Floor Plan Drawing of Proposed Variance Dimensions of Proposed Variance	Meetings Scheduled:  Third AC&S Committee (TACSC): 5-29-18  United M&C Committee:			
Before and After Pictures	Board Meeting: 6-19-18			
d Other:	□ Denied □ Approved			
\	□ <b>Tabled</b> □ <b>Other</b> Agenda Item # 11 Page 13 of 37			

Thursday, April 12, 2018

Dear Tim,

I am very happy to have you and your wife my new neighbors. Our view is great overlooking the hills and I know that you both will enjoy living here as I have since January 2000. There is one point that I would like to make. The back of our condos have a bad problem with the coyotes. I have seen them many times in the past and am very careful to look out for them.

It is rare that I see anybody walking behind my condo except for the gardeners. I am sure that you will be very happy in your condo and I want to welcome you and your wife to our cul de sac.

Sincerely,

## FIORE RACOBS & POWERS

Adams—Stirling Act Section 4600

An amount not to exceed the association's actual costs to change its records.

(F) To accommodate a disability. **E E** 

An amount authorized by Section 4530.

# Exemption from Transfer Fee Limitations

entity, or to a nonprofit entity that provides services to a common interest development under a The prohibition in Section 4575 does not apply to a community service organization or similar declaration of trust, of either of the following types:

An organization or entity that satisfies both of the following conditions:

It was established before February 20, 2003.

It exists and operates, in whole or in part, to fund or perform environmental mitigation or to restore or maintain wetlands or native habitat, as required by the state or local government as an express written condition of development.

An organization or entity that satisfies all of the following conditions:

It is not an organization or entity described by subdivision (a).  $\exists \Im$ 

It was established and received a transfer fee before January 1, 2004.

On and after January 1, 2006, it offers a purchaser the following payment options for the fee or charge it collects at time of transfer:

(A) Paying the fee or charge at the time of transfer.

for billing and financing on the amount owed. If the purchaser sells the separate interest before the organization or entity may also collect additional amounts that do not exceed the actual costs the end of the installment payment plan period, the purchaser shall pay the remaining balance Paying the fee or charge pursuant to an installment payment plan for a period of not less than seven years. If the purchaser elects to pay the fee or charge in installment payments, before the transfer.

## Restrictions on Transfer Article 4.

Grant of Exclusive Use of Common Area

(a). Unless the governing documents specify a different percentage, the affirmative vote of lembers owning at least 67 percent of the separate interests in the common interest development A start be required before the board may grant exclusive use of any portion of the common area

(b) Subdivision (a) does not apply to the following actions:

The continuation of development that is in substantial conformance with a detailed plan of phased Elevelopment submitted to the Real Estate Commissioner with the application for a public report.

\*\*Ally grant of exclusive use that is in substantial conformance with a detailed plan of A reconveyance of all or any portion of that common area to the subdivider to enable phased development submitted to the Real Estate Commissioner with the application for a public Teport or in accordance with the governing documents approved by the Real Estate Commissioner.

To eliminate or correct engineering errors in documents recorded with the county recorder (3) Any grant of exclusive use that is for any of the following reasons:

(A) To eliminate or correct engineering errors in Order of the With a public agency or utility company.

To permit changes in the plan of development submitted to the Real Estate Commissioner On circumstances where the changes are the result of topography, obstruction, hardship, aesthetic To eliminate or correct encroachments due to errors in construction of any improvements. Gonsiderations, or environmental conditions.

(D) To fulfill the requirement of a public agency.

To transfer the burden of management and maintenance of any common area that is generally inaccessible and not of general use to the membership at large of the association.

FIORE RACOBS & POWERS

To assign a parking space, storage unit, or other amenity, that is designated in the declaration for assignment, but is not assigned by the declaration to a specific separate interest.

parking space that meets the requirements of Section 4745, where the installation or use of the charging station requires reasonable access through, or across, the common area for utility lines (H) To install and use an electric vehicle charging station in an owner's garage or a designated or meters.

(I) To install and use an electric vehicle charging station through a license granted by an association under Section 4745.

To install and use a solar energy system on the common area roof of a residence that meets the requirements of Sections 714, 714.1, and, if applicable, Section 4746.

(K) To comply with governing law.

Any measure placed before the members requesting that the board grant exclusive use of any portion of the common area shall specify whether the association will receive any monetary consideration for the grant and whether the association or the transferee will be responsible for providing any insurance coverage for exclusive use of the common area. છ

# Civil Action to Enforce Civil Code Section 4600

A member of an association may bring a civil action for declaratory or equitable relief for a violation of Section 4600 by the association, including, but not limited to, injunctive relief, restitution, or a combination thereof, within one year of the date the cause of action accrues.

equally. A prevailing association shall not recover any costs, unless the court finds the action to (b) A member who prevails in a civil action to enforce the member's rights pursuant to impose a civil penalty of up to five hundred dollars (\$500) for each violation, except that each identical violation shall be subject to only one penalty if the violation affects each member Section 4600 shall be entitled to reasonable attorney's fees and court costs, and the court may be frivolous, unreasonable, or without foundation.

## Partition of Condominium Project

remain undivided, and there shall be no judicial partition thereof. Nothing in this section shall (a) Except as provided in this section, the common area in a condominium project shall be deemed to prohibit partition of a cotenancy in a condominium.

action as to the entire project as if the owners of all of the separate interests in the project were tenants in common in the entire project in the same proportion as their interests in the common (b) The owner of a separate interest in a condominium project may maintain a partition area. The court shall order partition under this subdivision only by sale of the entire condominium project and only upon a showing of one of the following:

damaged or destroyed, so that a material part was rendered unfit for its prior use, and the condominium project has not been rebuilt or repaired substantially to its state prior to the damage (1) More than three years before the filing of the action, the condominium project was or destruction.

(2) Three-fourths or more of the project is destroyed or substantially damaged and owners of separate interests holding in the aggregate more than a 50-percent interest in the common area oppose repair or restoration of the project.

The project has been in existence more than 50 years, is obsolete and uneconomic, and owners of separate interests holding in the aggregate more than a 50-percent interest in the common area oppose repair or restoration of the project.

Any conditions in the declaration for sale under the circumstances described in this subdivision have been met.



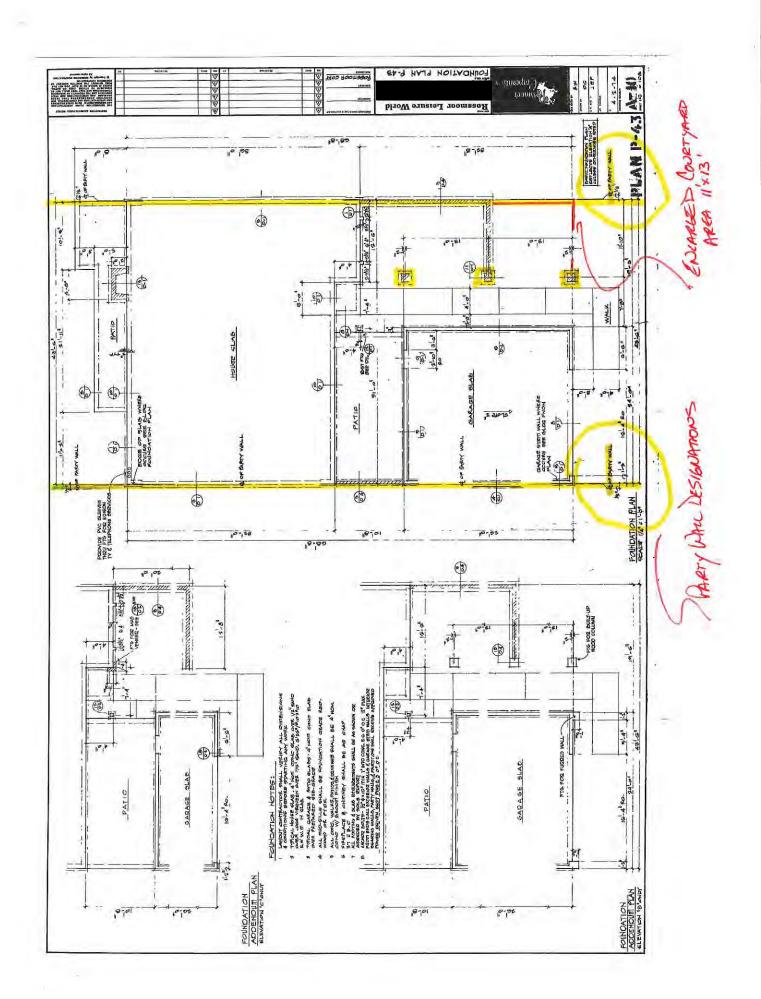




Photo #1: Narrow 10' Wide Dirt Area behind 3456-A leading towards our Condo at 3456-B.



Photo #2: Narrow 8' by 12' showing location for proposed Jetted Therapy Bath Tub. Jetted Tub will require 6' by 8' footprint, exactly half the depth of this space.



Photo #3: Our AC Condenser as seen from inside our Solarium in location of Proposed Jetted Therapy Bath Tub.

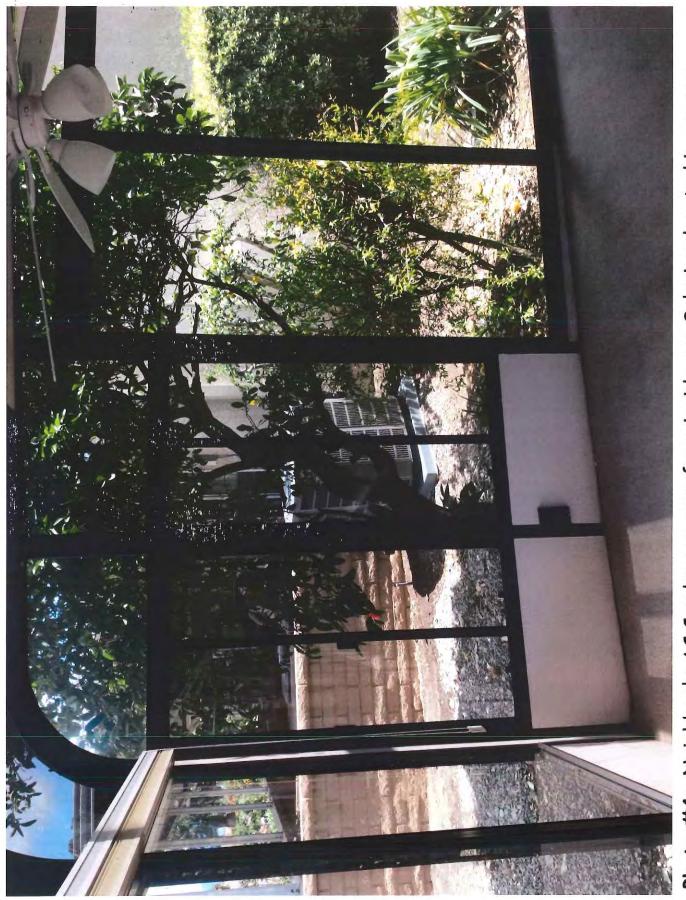


Photo #4: Neighbor's AC Condenser seen from inside our Solarium located in common area between our respective condo.



proposed AC Condenser relocation, which would be to the right, located against side of Photo #5: Neighbors AC Condenser adjacent to their Unit shown in reference to our our condo side elevation. See Architectual Floor Plan A-2



5

## Exact Footprint of Andaluz with Full Courtyard As Requested for Variance Cabrillo

×

Approximate Gross Internal Area = 128.2 sq m / 1380 sq ft (Including Garage)

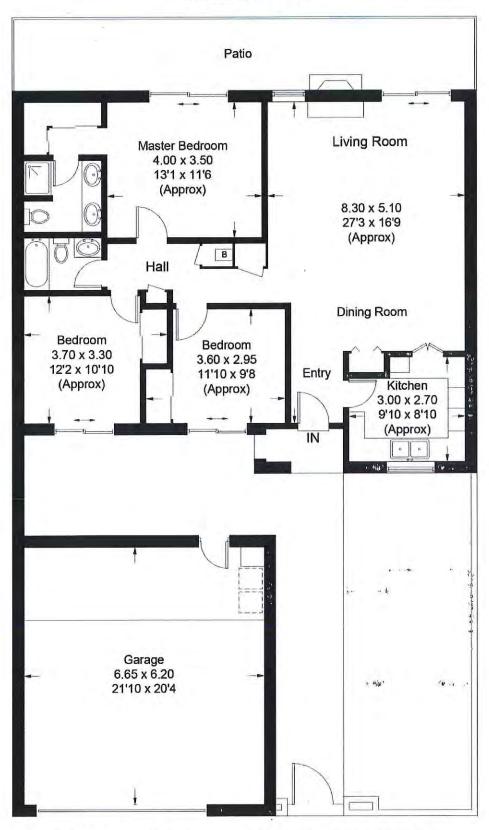


Illustration for identification purposes only, measurements are approximate, not to scale. FloorplansUsketch.com © 2017 (ID367193)

### Exact Footprint of Andaluz with Full Courtyard As Requested for Variance El Prado

X

Approximate Gross Internal Area = 129 sq m / 1389 sq ft (Including Garage)

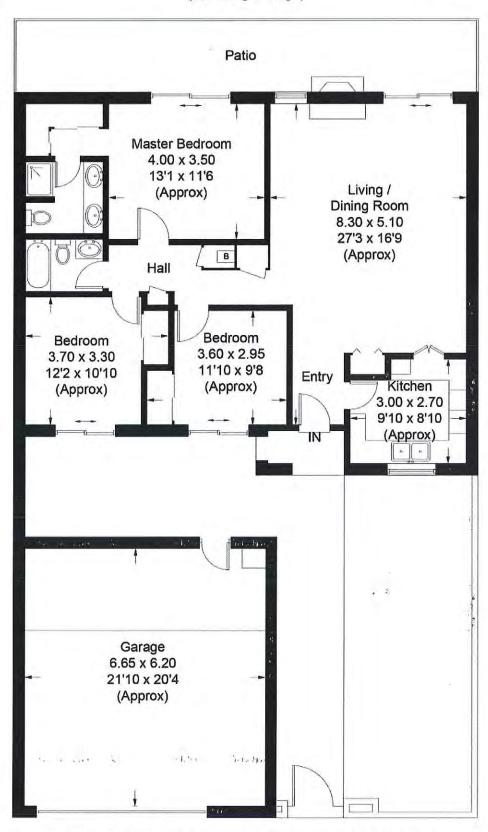


Illustration for identification purposes only, measurements are approximate, not to scale. FloorplansUsketch.com © 2017 (ID367233)

#### Previously approved solarium













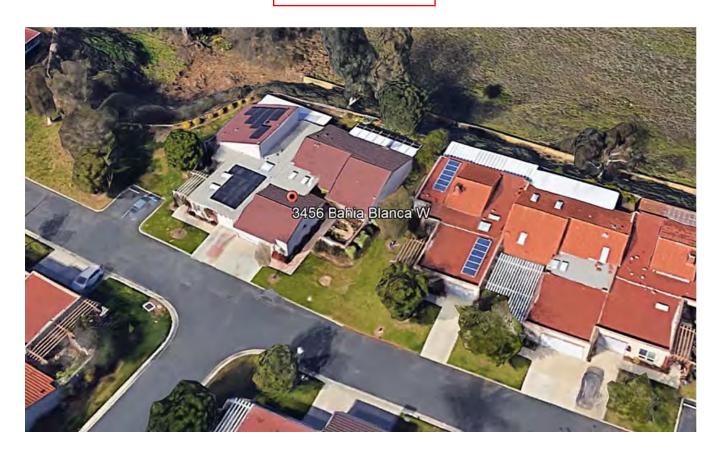
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#### STAFF REPORT

**DATE:** May 29, 2018

FOR: Architectural Control and Standards Committee

**SUBJECT: Variance Request** 

Mr. and Mrs. Steve and Melissa Qu: 5227 (Villa Terraza, C10B\_1)

Window Modification and Relocate A/C Unit

#### **RECOMMENDATION**

Staff recommends the Board approve the request to modify a previously approved window's dimensions and relocate the A/C unit with the conditions stated in Appendix A.

#### **BACKGROUND**

Mr. and Mrs. Qu of 5227 Moya, a Villa Terraza style unit, are requesting Board approval of a variance to modify a previously approved window's dimensions and to relocate an existing air conditioning condenser unit (see Attachment 1).

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

#### **DISCUSSION**

On December 19, 2017, the Board approved a variance request for this manor that included enclosing two exclusive use patios and a private garden. The variance request also contained a bathroom remodel and an entry door modification. All of these items were approved.

Subsequent to the Board approval, the manor owners sought to add a window in the second bedroom and relocate an air conditioning condenser. This additional work was not included in the variance request because it can usually be approved over-the-counter via a Mutual Consent.

A critical part of the over-the-counter process for this type of alteration is to obtain a signed Neighbor Awareness Form (NAF) from affected manors. The only affected manor, 5226, declined signing the NAF. Without a signed NAF the request defaults to the variance process. In the variance process, the NAF does not need to be signed. A Neighbor Awareness Notice was mailed by Staff to 5226 on May 14, 2018, due to being within line of sight to the proposed alteration and potentially affected by construction. Staff has received no response.

Mr. and Mrs. Qu propose to add a window to the second bedroom adjacent to the bathroom (Attachment 1). The dimensions of the proposed window are 1'6" wide by 3' to match the previously approved bathroom window on the same wall. Egress requirements are not applicable to this additional window. The window will be required to meet Mutual Standard 34: Windows and Window Attachments.

The members also requests to relocate the air conditioning condenser unit by 16' along the same northeast wall, which will locate the condenser closer to the rear of the manor, away from the neighbor's front door. The proposed unit is a 5 ton model that operates at 73 decibels.

A City permit for the new construction would ensure building code is met.

Staff was unable to find any previous examples of a similar variance requests on file.

At the time of preparing this report, there were 12 open items on one Mutual Consent as part of a whole unit remodel for Manor 5227.

#### Mutual Consent #180193

Issued 3/12/2018

- \* Entry Extension (Variance)
- \* Living Room Extension (Variance)
- \* Kitchen Extension (Variance)
- \* Master Bedroom Extension (Variance)
- \* Whole House Fan
- \* Bathroom Addition
- \* Wall Revision Throughout
- \* Replacement Windows Throughout
- \* Electrical Throughout
- \* Skylight in Bathroom 1
- \* Skylight in Bathroom 2
- \* Skylight in Entry

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 5227.

**Prepared By:** Gavin Fogg, Alterations Inspector II

**Reviewed By:** Kurt Wiemann, Permits, Inspections & Restoration Manager

Eve Morton, Alterations Coordinator

#### ATTACHMENT(S)

Appendix A: Conditions of Approval

Attachment 1: Site Plan

Attachment 2: Variance Request

Attachment 3: Photos Attachment 4: Map

#### APPENDIX A

#### **CONDITIONS OF APPROVAL**

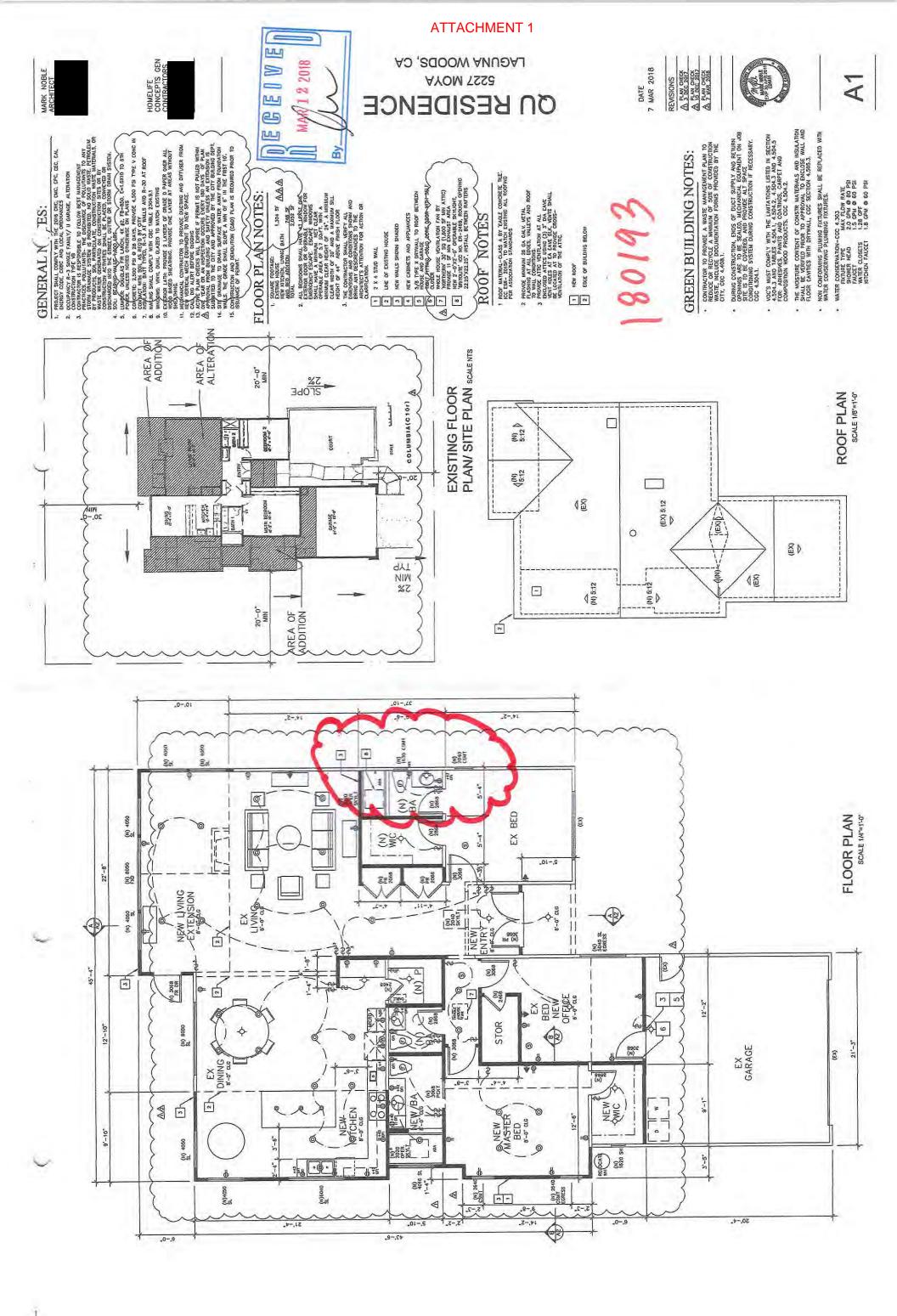
Conditions of approval would be as follows:

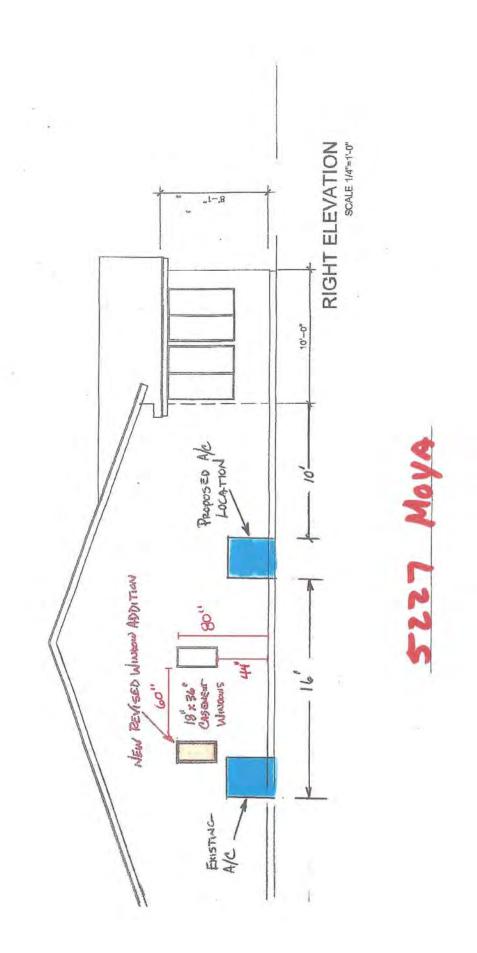
- 1. No improvement shall be installed, constructed, modified or altered at Manor 5227, ("Property") within the Third Laguna Hills Mutual ("Mutual") unless and until a Mutual Consent for Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management 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 Owner or Owners ("Member Owner") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
- 2. A Variance for Manor Alterations has been granted at 5227 for Bedroom Window Modification and Relocation of A/C Unit, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
- 3. Prior to the issuance of a Mutual Consent for Manor Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
- 4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 5227 and all future Mutual members at 5227.
- 5. Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
- 6. Prior to the Issuance of a Mutual Consent for Alterations, acoustical impacts shall be considered and will require noise reducing material such as sound dampening drywall on common walls of the alteration (such as QuietRock® drywall panels or similar approved products).
- 7. Member Owner(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized "Recordable Common Area Agreement" for a proposed improvement that would utilize any portion of the Mutual's Common Area. Prior to the issuance of a Mutual Consent for Manor Alterations, that "Recordable Common Area Agreement" must be filed with the Orange County Clerk/Recorder.
- 8. A City of Laguna Woods permit is required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a Mutual Consent for Manor Alterations, the

- appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.
- 9. Prior to the issuance of a Mutual Consent for Manor Alterations, the Member Owner shall request a Landscape Department inspection in order to assure all landscape, irrigation, and drainage modifications associated with the improvements are identified and completed by the Landscape Department at the expense of the Member Owner. All gutter drainage shall be directed away from structures, free standing walls, foundations, and pedestrian walkways.
- 10. 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 "Third Laguna Hill Mutual Color Selections" at Resident Services, located at the Community Center first floor.
- 11. Member Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, and use of Mutual property for storage of equipment or materials without prior approval. Member Owner acknowledges and agrees that all such persons are his/her invitees. Member Owner shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations.
- 12. Member Owner hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
- 13. Member Owner shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment, traffic or other charge levied in connection therewith.
- 14. Member is responsible for following the gate clearance process (http://www.lagunawoodsvillage.com/residents/resident-services and click on documents and Business Pass Application Instructions) in place to admit contractors and other invites.
- 15. Member Owner's contractors and other invitees shall have business signage on vehicles and travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
- 16. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. The Conformance Deposit will be held until Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.

- 17. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member Owner or the Property, to cover and/or recoup any costs whatsoever, including, but not be limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member Owner; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member Owner's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.
- 18. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Member Owner agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.
- 19. Any remaining Conformance Deposit is refundable if the Member Owner notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member Owner's address of record with the Mutual. Under no circumstances shall Member Owner be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member Owner within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.
- 20. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See http://www.lagunawoodsvillage.com.
- 21. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
- 22. During construction, both the Mutual Consent for Manor Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
- 23. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
- 24. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. 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.
- 25. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.

- 26. The Mutual Consent for Manor Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
- 27. Violations of the forgoing conditions or the Mutual's Governing Documents (See http://www.lagunawoodsvillage.com), including, but not limited to, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Owner Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
- 28. Mutual member shall indemnify, defend and hold harmless Third and its officers, directors, committee members and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual member's improvements and installation, construction, design and maintenance of same.





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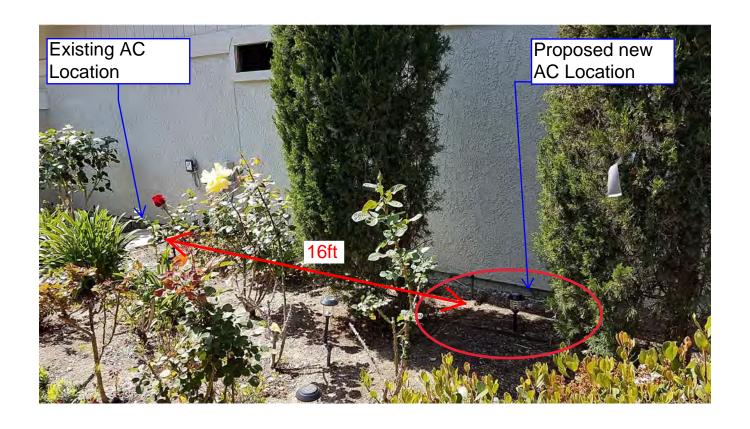
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1000	an: (1081 Villas)	Date: 4/20/2018
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Phone	E-mail:	
Contractor Name/Co; Homelife Concepts		
Mailing Address: (to be used for official correspondence)		
Description of Proposed Variance R	equest ONLY:	
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A 18" x 36" TO MATCH TO		
2) RELOCATE A/C HEAT PO	Sup Towards BACK	L of House By 16'
Dimensions of Proposed Variance A  1) WINDOW 18" x 36"  2) A/C HEAT Purp 36",		
RECEIVED BY:DATE	FOR OFFICE USE ONL	Check# 1215 BY: Homelife Coneg
Alteration Variance Request	Complete Subm	ittal Cut Off Date: 4 24 18
Check Items Received:  □ Drawing of Existing Floor Plan  □ Drawing of Proposed Variance  □ Dimensions of Proposed Variance  □ Before and After Pictures	Meetings Schedule Third AC&S Committee United M&C Committee Board Meeting:	tee (TACSC): 5 2818

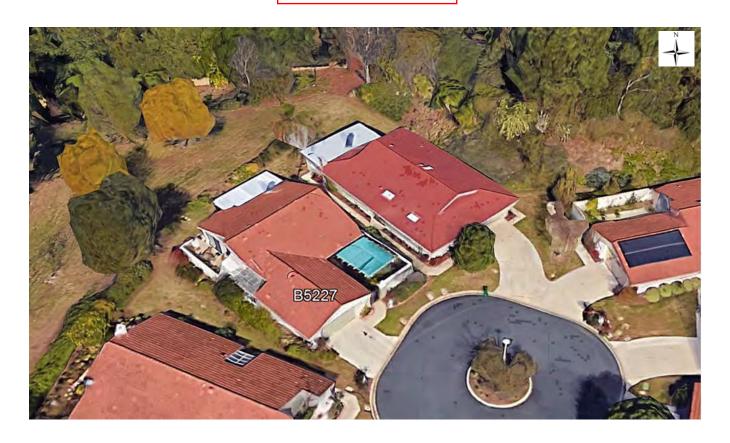
# Proposed window location Previously approved bathroom window location Existing A/C Location







Agenda Item # 12 Page 11 of 12





Agenda Item # 12 Page 12 of 12



#### **STAFF REPORT**

**DATE:** May 29, 2018

FOR: Architectural Control and Standards Committee

**SUBJECT: Variance Request** 

Ms. Elizabeth Fiskin of 5387-A (Cabrillo, RP203A)

Window to Door on Room Addition requiring Landing on Common Area

#### **RECOMMENDATION**

Staff recommends the Board deny the request to convert the previously approved room addition windows in the living room and bedroom into sliding glass doors. Should the Board approve the request, Staff recommends it should be with the conditions as stated in Appendix A.

#### **BACKGROUND**

On May 16, 2017 the Board approved a variance for Manor 5387-A, a Cabrillo style unit, which included a room addition on the rear patio which extended the living room and master bedroom, adding 444 square feet to the manor. Construction of the room addition has been completed and final approval of the Mutual Consent was issued on April 25, 2018.

Mr. and Mrs. Fiskin of 5387-A Paseo Del Lago West, is requesting Board approval of a variance to replace the newly installed side windows on the room addition and replace them with sliding glass doors (Attachment 1).

Due to the doors requiring an exterior landing installed on common area, a variance is required.

#### **DISCUSSION**

The Fiskins are proposing to remove the newly installed 5' wide by 5' tall windows located on either side of the room addition; the left (living room) and right (master bedroom) elevations of the room at the rear of their unit, and replace them with 5' wide by 6'8" tall sliding glass doors.

The doors will open onto common area and per Code will require two 3' x 6' concrete landings. The locations of the landings are in common area. A large portion (48%) of the room addition was constructed on common area (210 SF) that was granted for exclusive use through previous Mutual Consents and variances. Staff has prepared a graphic depicting the common area usage for the manor (Attachment 2).

The Fiskins submitted a letter of explanation for the revision, stating that Mr. Fiskin has health issues and may need additional egress from the living room or the bedroom in the event of an emergency (Attachment 3).

These additional doors are not required for egress by Building Code; the windows in the rooms adequately meet emergency egress requirements. The CC&Rs permit the Architectural

Controls and Standards Committee (ACSC) to consider such modifications: Article X §1.(f) "In considering modifications to facilitate access by persons who are blind, visually handicapped, deaf or physically disabled or to alter conditions which could be hazardous to these persons, the Architectural Control Committee shall exercise its authority as contemplated by the Davis-Stirling Common Interest Development Act."

The Davis-Stirling Common Interest Development Act (Act), does permit the Board to grant the use of common area to accommodate disabilities: Civil Code §4600 (b)(3) states "Any grant of exclusive use that is for any of the following reasons: (F) To accommodate a disability.

Although the Act allows exclusive use accommodation for the disabled, it leans toward access to the main entry of the dwelling: §4760 (a)(2) to facilitate access for persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to these persons. These modifications may also include modifications of the route from the public way to the door of the separate interest ..." (emphasis added).

Due to common area previously being granted for exclusive use for the unit, Staff is concerned about the additional use of common area and notes that additional doors for egress could have been installed in a manner where the landing falls on previously granted exclusive use common area.

The proposed doors will be of white vinyl in accordance to Mutual Standards and match the widows installed on the room addition.

Staff was unable to find any previous examples of a similar alteration on file.

At the time of preparing this report, there are no open Mutual Consents for Manor 5387-A.

A Neighbor Awareness Notice was sent to Units 5387-B, 5387-C and 5388-C on May 14, 2018 due to line of sight and/or effects of construction noise/debris within 150' of the alteration.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 5387-A.

**Prepared By:** Gavin Fogg, Alterations Inspector II

**Reviewed By:** Kurt Wiemann, Permits, Inspections & Restoration Manager

Eve Morton, Alterations Coordinator

#### ATTACHMENT(S)

Appendix A: Conditions of Approval

Attachment 1: Site Plan

**Attachment 2:** Exclusive Use Graphic **Attachment 3:** Letter of Explanation

Attachment 4: Photos Attachment 5: Map

#### APPENDIX A

#### **CONDITIONS OF APPROVAL**

Conditions of approval would be as follows:

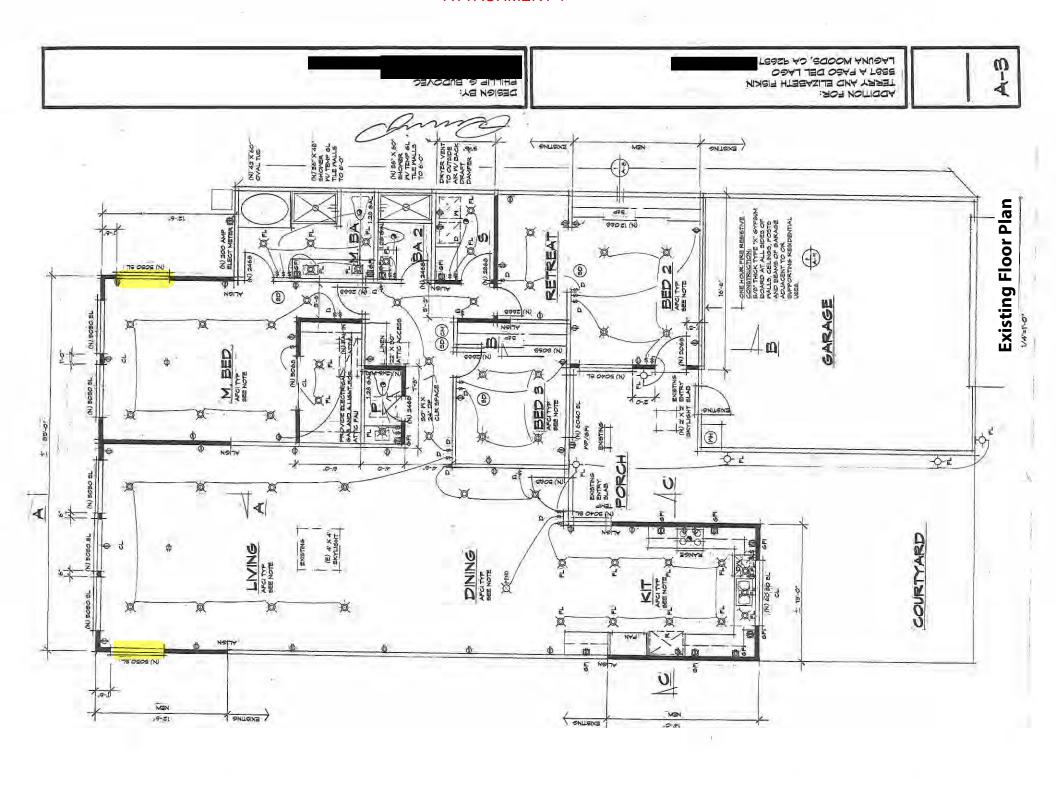
In order for the Board's approval for the below mentioned alteration to take effect, as per California Civil Code §4600, regarding the transfer of the use of any portion of the Common Area, as defined in the CC&Rs, ("Common Area") to an individual Manor Owner, written approval of at least sixty-seven percent (67%) of the Manor Owners in their Mutual.

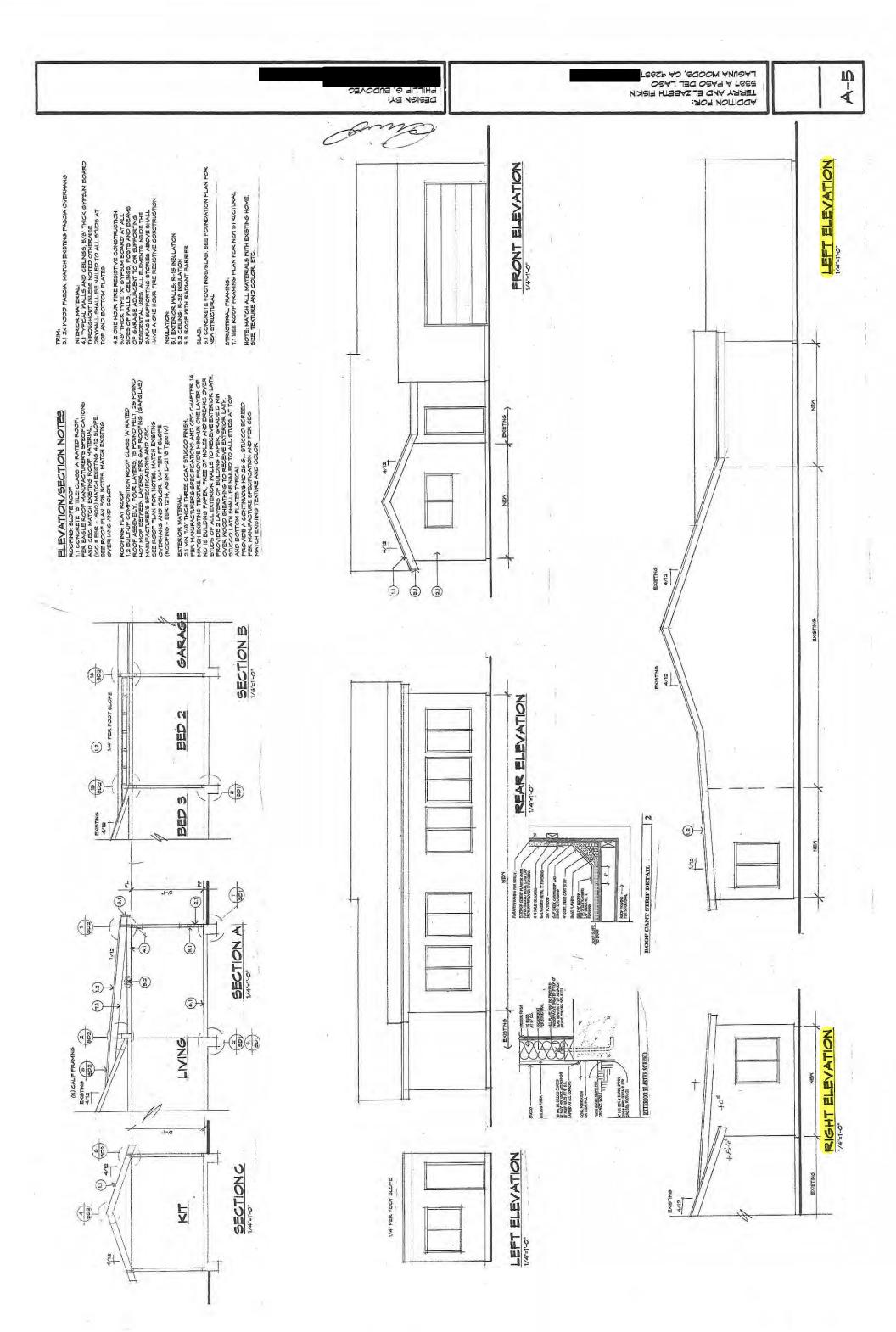
- 1. No improvement shall be installed, constructed, modified or altered at Manor 5387-A, ("Property") within the Third Laguna Hills Mutual ("Mutual") unless and until a Mutual Consent for Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management 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 Owner or Owners ("Member Owner") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
- 2. A Variance for Manor Alterations has been granted at 5387-A for replacing living room and bedroom windows with sliding glass doors, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
- 3. Prior to the issuance of a Mutual Consent for Manor Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
- 4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 5387-A and all future Mutual members at 5387-A.
- 5. Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
- 6. Prior to the Issuance of a Mutual Consent for Alterations, acoustical impacts shall be considered and will require noise reducing material such as sound dampening drywall on common walls of the alteration (such as QuietRock® drywall panels or similar approved products).
- 7. All piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations thorough framing.
- 8. This approval does not change the number of bedrooms or the original maximum occupants permitted in the Manor.

- 9. Member Owner(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized "Recordable Common Area Agreement" for a proposed improvement that would utilize any portion of the Mutual's Common Area. Prior to the issuance of a Mutual Consent for Manor Alterations, that "Recordable Common Area Agreement" must be filed with the Orange County Clerk/Recorder.
- 10. 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 Manor 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.
- 11. Prior to the issuance of a Mutual Consent for Manor Alterations, the Member Owner shall request a Landscape Department inspection in order to assure all landscape, irrigation, and drainage modifications associated with the improvements are identified and completed by the Landscape Department at the expense of the Member Owner. All gutter drainage shall be directed away from structures, free standing walls, foundations, and pedestrian walkways.
- 12. 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 "Third Laguna Hill Mutual Color Selections" at Resident Services, located at the Community Center first floor.
- 13. Member Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, and use of Mutual property for storage of equipment or materials without prior approval. Member Owner acknowledges and agrees that all such persons are his/her invitees. Member Owner shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations.
- 14. Member Owner hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
- 15. Member Owner shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment, traffic or other charge levied in connection therewith.
- 16. Member is responsible for following the gate clearance process (http://www.lagunawoodsvillage.com/residents/resident-services and click on documents and Business Pass Application Instructions) in place to admit contractors and other invites.

- 17. Member Owner's contractors and other invitees shall have business signage on vehicles and 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.
- 18. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. The Conformance Deposit will be held until Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
- 19. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member Owner or the Property, to cover and/or recoup any costs whatsoever, including, but not be limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member Owner; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member Owner's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.
- 20. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Member Owner agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.
- 21. Any remaining Conformance Deposit is refundable if the Member Owner notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member Owner's address of record with the Mutual. Under no circumstances shall Member Owner be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member Owner within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.
- 22. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See http://www.lagunawoodsvillage.com.
- 23. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
- 24. During construction, both the Mutual Consent for Manor Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
- 25. It is mandatory that no waste or materials associated with the construction be dumped in

- the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
- 26. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. Any dumpster must be covered and locked at the end of each day. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
- 27. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
- 28. The Mutual Consent for Manor Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
- 29. Violations of the forgoing conditions or the Mutual's Governing Documents (See http://www.lagunawoodsvillage.com), including, but not limited to, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Owner Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
- 30. Mutual member shall indemnify, defend and hold harmless Third and its officers, directors, committee members and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual member's improvements and installation, construction, design and maintenance of same.





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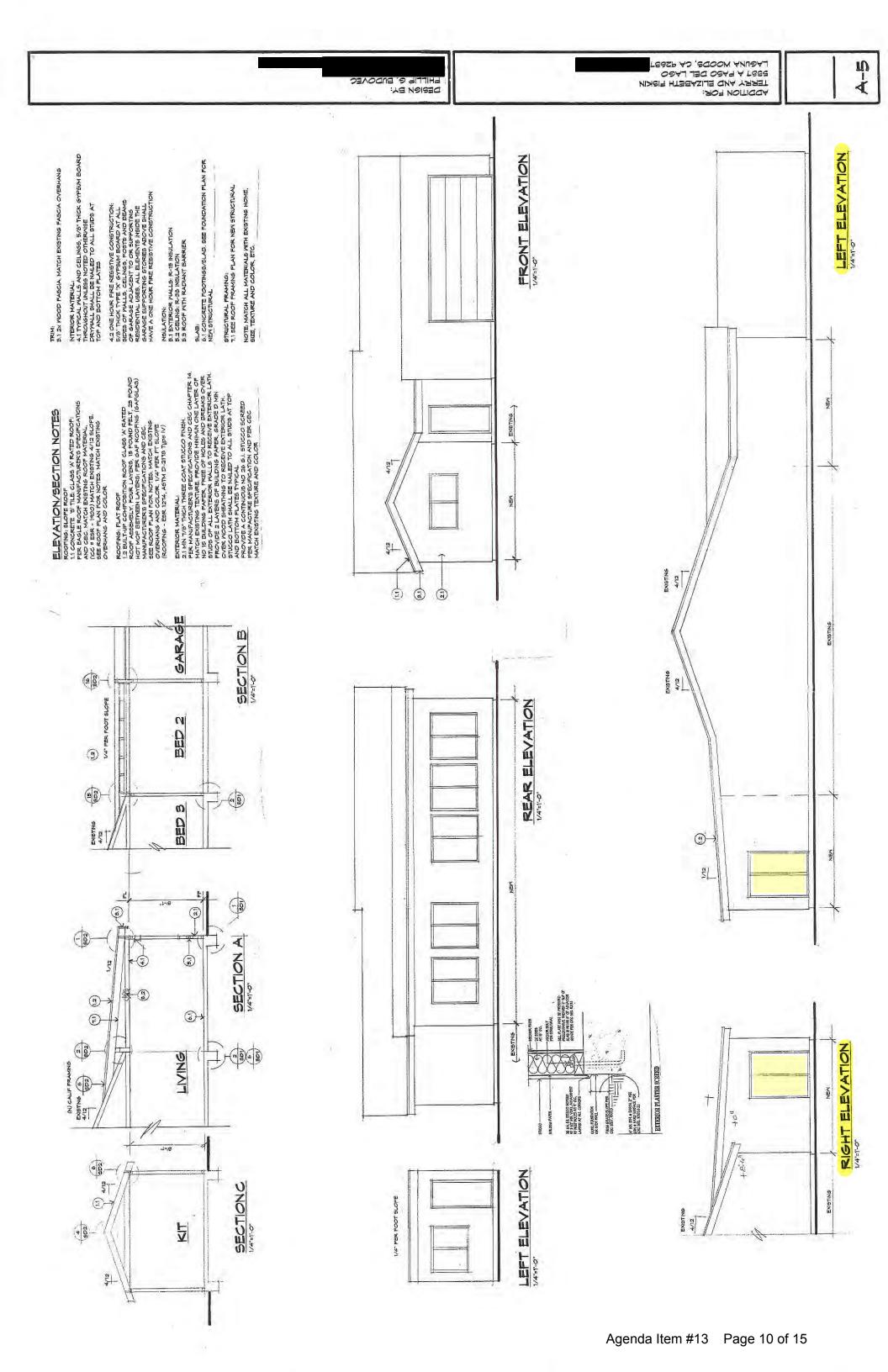
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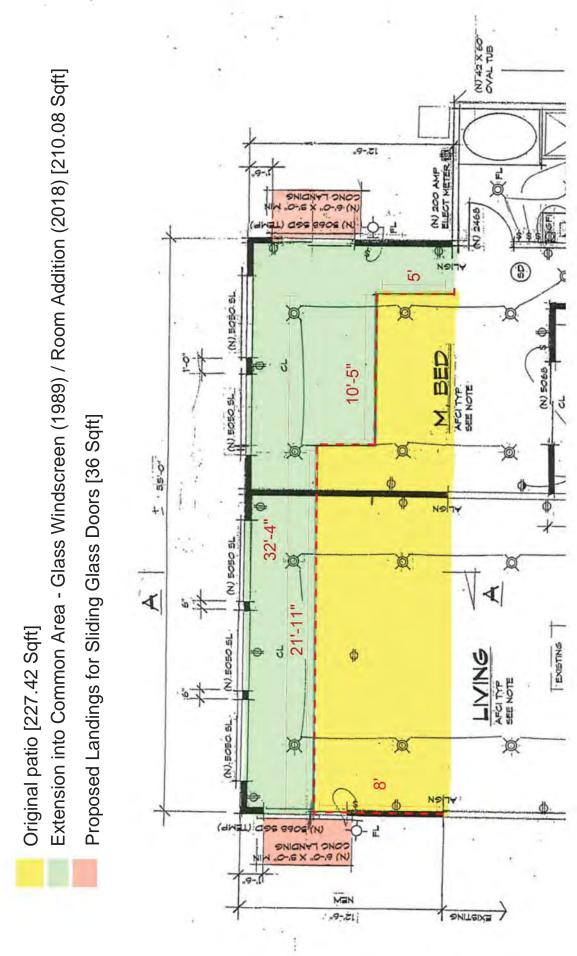
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#### **ATTACHMENT 3**

March 19, 2018

Variance Request for 5387A Paseo Del Lago, Laguna Woods, California

To Whom It May Concern:

This letter is Terry and Elizabeth Fiskin's variance request to install sliding glass doors in the living room and master bedroom of their home located at 5387A Paseo Del Lago, Laguna Woods, California. The sliding glass doors are modifications necessary to facilitate access for Terry Fiskin who suffers from visual and other physical disabilities. Adding the sliding glass doors will provide him with safe alternative exits in case of a fire or other emergencies.

Thank you for your understanding and support in this matter. If you have any further questions or comments, please do not hesitate to contact us.

Sincerely,

Just Shi dije but Jishi Terry and Liz Fiskin

## Agenda Item #13 Page 13 of 15











