



OPEN MEETING

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

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

NOTICE AND AGENDA

1. Call to Order
2. Acknowledgement of Media
3. Approval of the June 25, 2018 Report
4. Approval of the Agenda
5. Chair Remarks
6. Member Comments - *(Items Not on the Agenda)*
7. Department Head Update

Consent:

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

Items for Discussion and Consideration:

8. 3191-B (El Doble, PL804R_A, 46R) Install Enclosure Under Existing Covered Patio
9. 3197-B (El Doble, PL703R-C) Request to Install Pavers on Common Area
10. 3284-C (La Reina, SB104C, 4R) Retain Stacked Stone Veneer Coverings in Atrium, Entry and Garage
11. 5086 (Villa Reposa, C11RA_1) Room Expansion, Construct New Pitched Roof and New Entry Door
12. 5422 (San Marco, C12C_2) Raise Living Room Ceiling above Existing Structural Members
13. 5583-A (Casa Lorenzo, 12R_13) Convert Laundry Room to Bathroom, Patio Wall Revision, Add Windscreen, and Install Hot tub

Reports:

14. Review Updates to the Common Area Use Policy

Items for Future Agendas

Concluding Business:

15. Committee Member Comments
16. Date of next meeting – Monday, August 27, 2018
17. 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, June 25, 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, Steve Parsons, John Frankel

COMMITTEE MEMBERS ABSENT: None

ADVISORS PRESENT: Bob Hatch, Mike Butler, Michael Plean

STAFF PRESENT: Kurt Wiemann, Gavin Fogg, Eve Morton

1. Call to Order

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

2. Acknowledgement of Media

No media were present.

3. Approval of May 29, 2018 Report

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

4. Approval of the Agenda

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

5. Committee Chair Remarks

Chair Walsh had no remarks.

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

A resident thanked the Board for the moratorium on Common area.

President diLorenzo commented on how important it is to take care of this community and to work hard to prevent the breaking of Village rules such as unpermitted alterations and installation of washer and dryers in three-story buildings.

7. Department Head Update

None.

Consent:

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

None.

Reports:

8. 3142-A (Las Flores, PL203C, 42) Room Addition on Back Patio

The committee requested that Staff include the tract map, with dimensions clearly shown, for all variance requests at future committee meetings. Mr. Wiemann stated in an effort to keep the agenda packet size manageable, staff would add the tract maps to the visual presentation at each committee meeting.

Director Bruninghaus moved to accept this variance on the condition that the room addition shall only be constructed on the original footprint. Director Frankel seconded. The Committee was in unanimous support.

9. 3235-C (La Reina, SB703R_B, 43R) Replace Enclosed Patio with Room Addition

After discussion, Director Bruninghaus moved to accept Staff's recommendation and approve this request with a condition of approval stating 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 3235-C and all future Mutual members at 3235-C. Director Parsons seconded. The Committee was in unanimous support.

10. 3374-B (Navarro, P203RC, 46R) Replace Wrought Iron Fence with Glass Windbreak

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

11. 5405 (Trinidad, C11RC_2) Add/Modify Windows and Doors, Room Addition and Bathroom Remodel

President diLorenzo moved to accept Staff's recommendation and approve this request with the following conditions; the room must be called a den and a closet shall not be permitted. Director Parsons seconded. The Committee was in unanimous support.

12. Review Architectural Standard 30: Storage Cabinets

Discussion ensued regarding what happens when people put in storage cabinets that weren't permitted.

The committee requested that Mr. Wiemann write a resolution policy for the next committee agenda regarding instituting a grace period or amnesty for unpermitted items such as store-bought storage cabinets.

Advisor Parsons requested that Mr. Wiemann search for an existing resolution regarding storage cabinets on multi-story buildings.

The committee requested to remove the reference to "first- come, first- served" in §4.3.

The committee requested that there be only one cabinet allowed on visible balconies. Mr. Wiemann suggested guidelines such as storage cabinets can't exceed a certain percentage of patio/balcony area.

The committee asked Staff to consider 6' high vs. 4' high cabinets in 2.8.

The committee requested Staff work on additional updates to this Standard and bring it back to the next committee meeting for review.

13. Review Architectural Standard 31: Washer/Dryer Installations

The committee asked that §2.6 is corrected to read "A Mutual Consent will not be issued..."

President diLorenzo moved to accept Staff's recommendation as amended. Director Parsons seconded. The committee was in unanimous support.

Reports:

None.

Items for Future Agendas

Concluding Business:

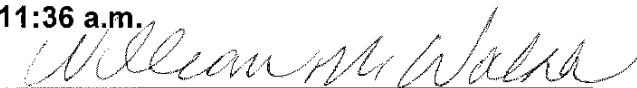
14. Committee Member Comments

Several comments were made.

Advisor Plean requested and the committee agreed that the committee be apprised of what the Board's final decisions were on committee items or on items which were discussed with legal counsel.

15. Date of next meeting – Monday, July 23, 2018

16. Adjourned at 11:36 a.m.



Chair, Bill Walsh

Kurt Wiemann, Staff Officer

Eve Morton, Alterations Coordinator, 268-2565



STAFF REPORT

DATE: July 23, 2018
FOR: Architectural Control and Standards Committee
SUBJECT: Variance Request
Ms. Eriko Kusumoto of 3191-B (El Doble, PL804R_A, 46R)
Install Enclosure Under Existing Covered Patio

RECOMMENDATION

Staff recommends the Board approve the request to install an enclosure on the front covered patio with the conditions in Appendix A.

BACKGROUND

Ms. Kusumoto of 3191-B Via Buena Vista, an El Doble style unit, is requesting Board approval of a variance to install an insulated enclosure with windows and a sliding glass door on the existing covered front patio of the unit.

The alteration would take place only on the original patio footprint of the unit.

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

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

Due to no existing Standards existing on file, Staff requires Board approval prior to issuing Mutual Consent.

DISCUSSION

Ms. Kusumoto proposes to install an insulated enclosure consisting of a 24" tall lower section (kick plate), 60" tall windows, and a 6" transom (upper section) below the existing (original) patio roof.

The front elevation would consist of three openable windows measuring 42" wide by 60" tall, with the left elevation consisting of four openable windows, two measuring 36" wide and two measuring 42" wide. The remaining area on the left elevation will contain a 6' wide by 6'8" tall sliding glass door for access to the outside of the unit which opens onto an existing walkway. The existing dining room sliding glass door will allow access from within the unit to the enclosure.

The aluminum and vinyl framing system will be installed under the existing patio cover and connect to the existing patio posts, sealed with a moisture resistant silicone-based sealant to make the enclosure water tight.

The solid kick plate and transom would have a stucco-like exterior finish to match the existing building.

The proposed alteration would take place on an original exclusive use common area patio area which is typical of Casa Rosa, La Reina and El Doble styles of units. The Committee reviewed and recommended approval of a similar enclosure on front patio in the June Architectural Control and Standards meeting for unit 3374-B that has the same P46 floor plan.

There are also room addition Mutual Standards available for the El Doble floor plan's front patio; both of which can be issued as an over-the-counter Mutual Consent.

Staff recommends approval as the styling of the alteration would not cause any negative effect on the surrounding units while maintaining consistency with the Community's aesthetics.

At the time of preparing this report, there are no open Mutual Consents for Unit 3191-B.

A Neighbor Awareness Notice was sent to Units 3190-A, 3190-B, 3190-C, 3191-A and 3191-C on July 5, 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 3191-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
- Attachment 2: Variance Request, June 22, 2018
- Attachment 3: Photos
- Attachment 4: Map

APPENDIX A

CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

1. No improvement shall be installed, constructed, modified or altered at unit **3191-B**, (“Property”) within the Third Laguna Hills Mutual (“Mutual”) unless and until a Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. (“VMS, Inc.”), Alterations Division (“Division”), or, in the event of a Variance from the Mutual’s Alteration Standards, the Architectural Control and Standards Committee (“ACSC”). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member Owner or Owners (“Member Owner”) agrees to comply with the Mutual’s Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
2. A Variance for Unit Alterations has been granted at **3191-B** for **Install Enclosure under Existing Covered Patio**, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
3. Prior to the issuance of a Mutual Consent for Unit Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property’s Member Owner at 3191-B and all future Mutual members at 3191-B.
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. This approval does not change the number of bedrooms or the original maximum occupants permitted in the Unit.
8. Member Owner(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized “Covenant to Run with the Land” for a proposed improvement that would utilize any portion of the Mutual’s Common Area. Prior to the issuance of a

Mutual Consent for Unit Alterations, that "Recordable Common Area Agreement" must be filed with the Orange County Clerk/Recorder.

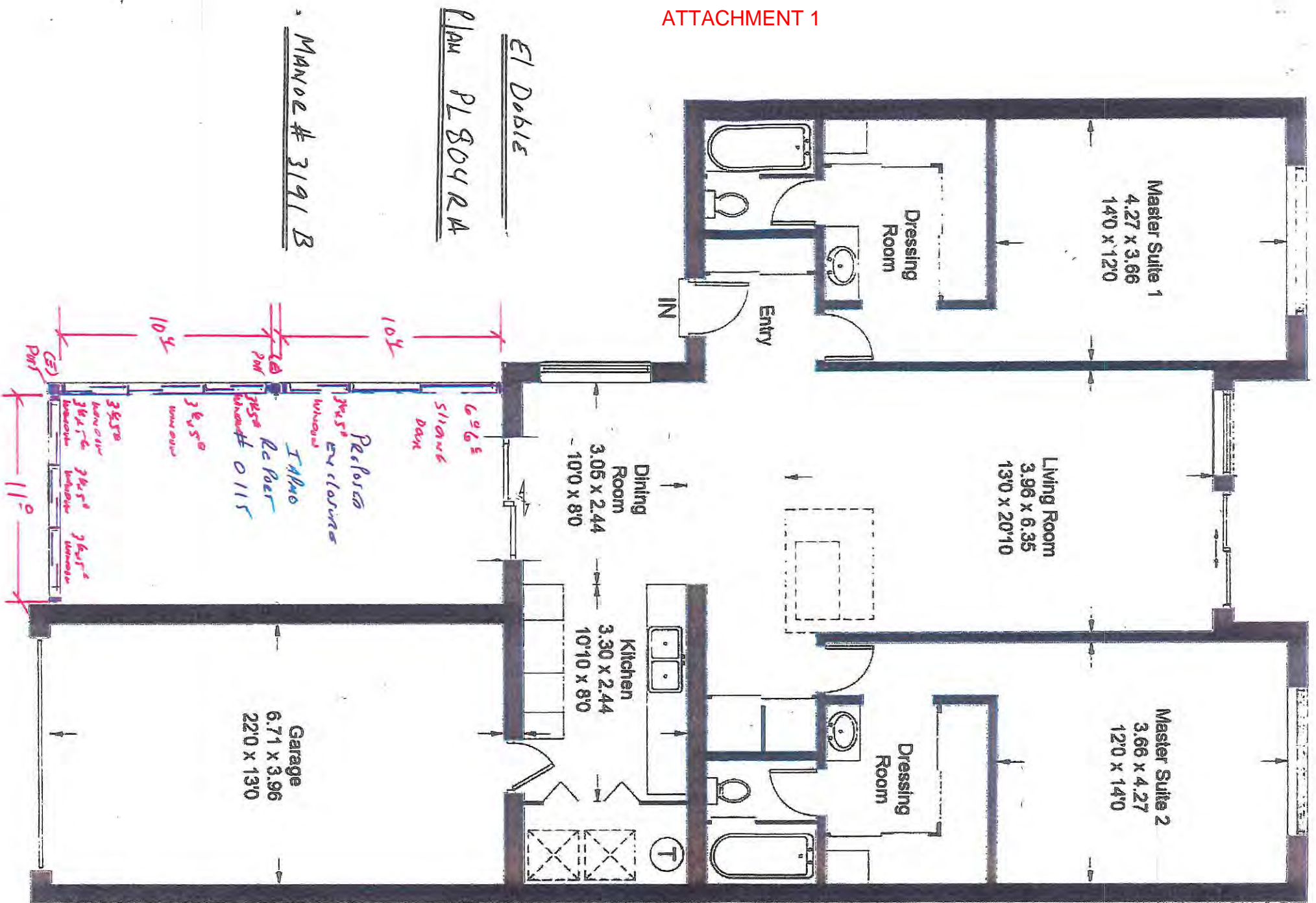
9. Prior to the issuance of a Mutual Consent for Unit Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "Third Laguna Hill Mutual Color Selections" at Resident Services, located at the Community Center first floor.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. The Conformance Deposit will be held until Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
16. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member Owner or the Property, to cover and/or recoup any costs whatsoever, including, but not be limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member Owner; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual

property caused by Member Owner's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.

17. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Member Owner agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.
18. Any remaining Conformance Deposit is refundable if the Member Owner notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member Owner's address of record with the Mutual. Under no circumstances shall Member Owner be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member Owner within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.
19. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.
20. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
21. During construction, both the Mutual Consent for Unit Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
22. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
23. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. All dumpsters must conform to the Policy for Temporary Containers. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
24. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
25. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
26. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in

disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Owner Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.

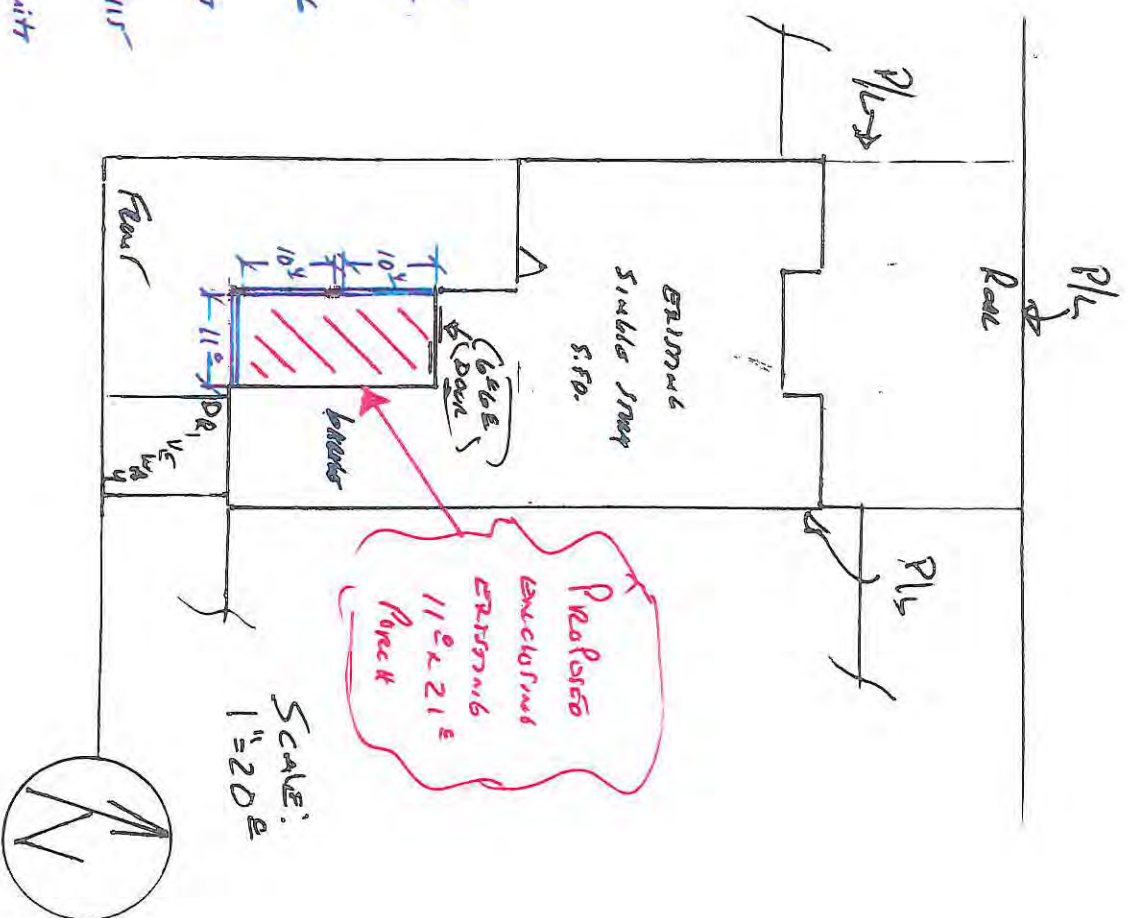
27. Mutual member shall indemnify, defend and hold harmless Third and its officers, directors, committee members and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual member's improvements and installation, construction, design and maintenance of same.



All Pro Remodeling

ERIKO KUSUMOTO
3191 BUENA VISTA (B)
LAKELAND WOODS, CA 92637

Site Plan

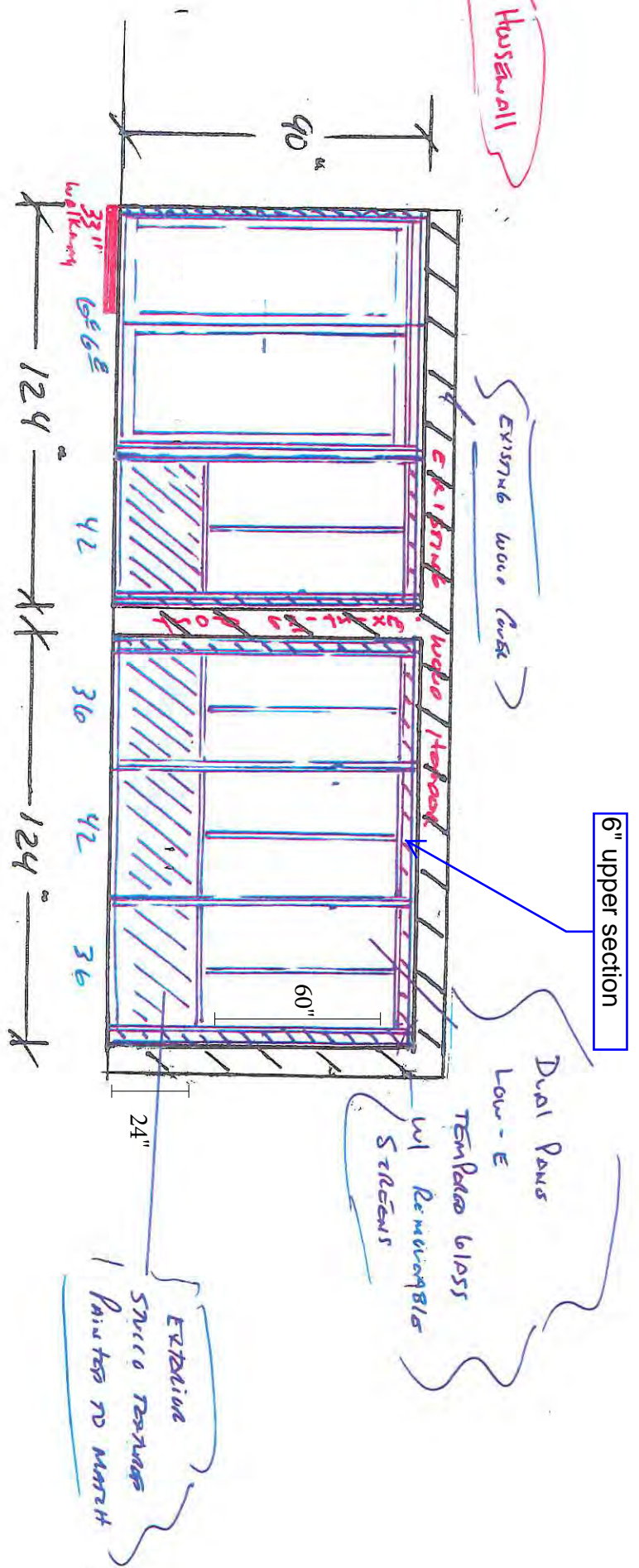


- ① Five Season 4" Insulated Enclosed w/ Dual Pane Low-E Glass
- * Built under existing wood structure between wood port
- * INFO Refert # 0115
- * Include all Permit and Inspections

Down Bay
Curt Pocket

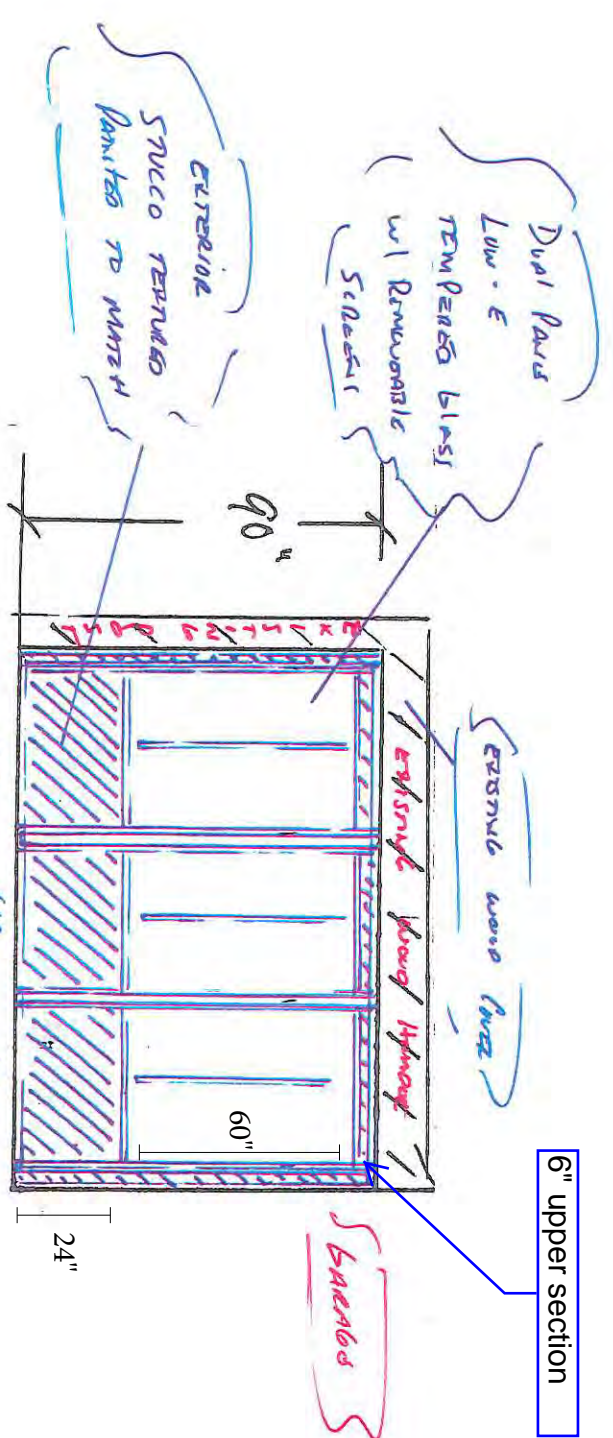
Earle Kusumoto
3191 Buena Vista (B)
Laurens Woods, CA 92637

House wall



Front wall
EAST SIDE

Full Season 4\"/>
Wall System w/ Dual Pane
Low-E Tempered Glass
EXTERIOR WALL-STUCCO TEXTURE
AND PAINTED TO MATCH EXISTING
HOUSE WALL



End wall
NORTH SIDE

SCALE:
1/4\"/>

Drawn By:
Curti Crakel

ERIKO Kusumoto
3191 Buena Vista
Lakeview Wood, CA 92657

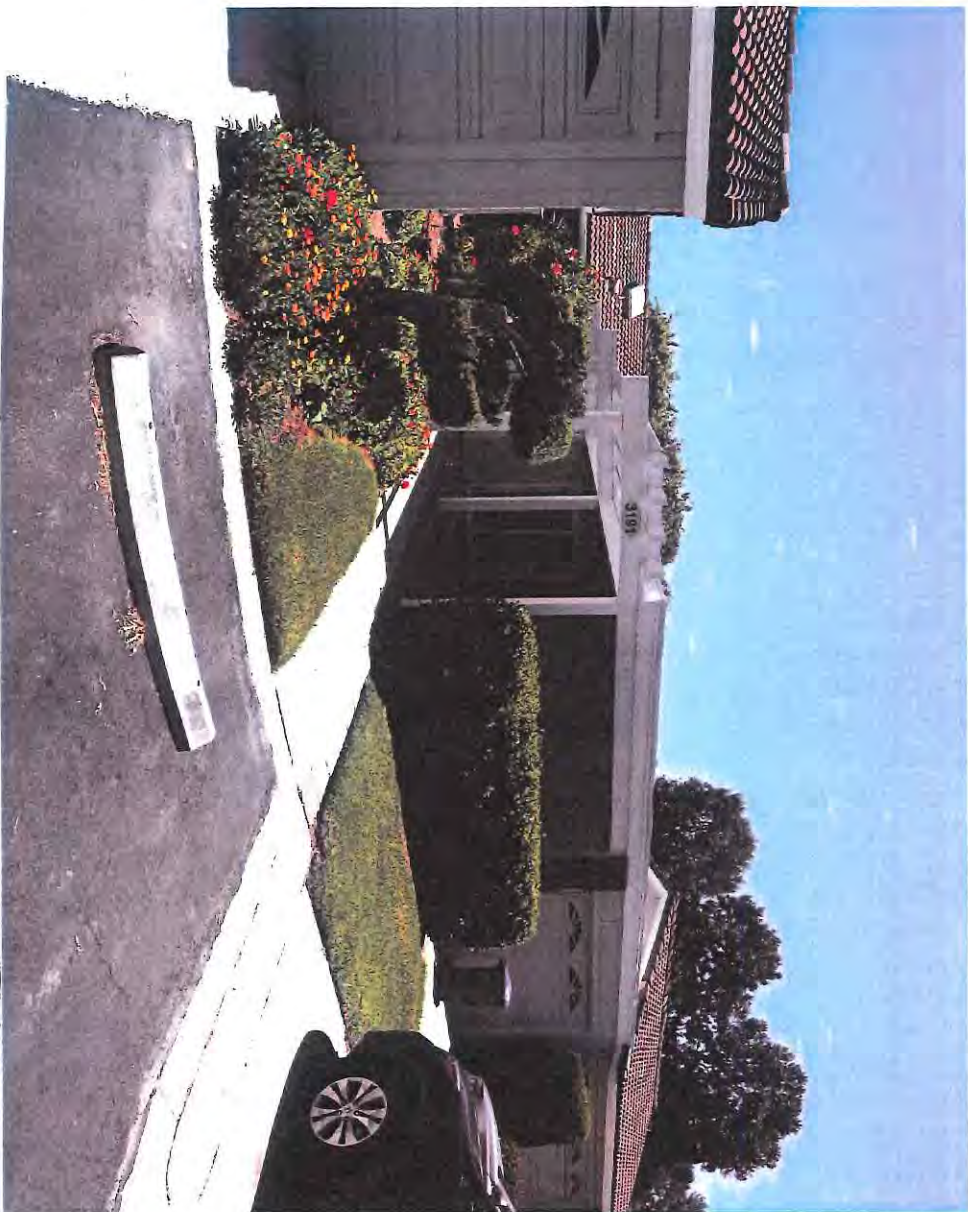


ENCLOSURE TO BE INSTALLED UNDER HANDED
AND BETWEEN PORTS

North Wall



Four Season Enclosure
To Be Installed Under
Existing Wood Deck



Eriko Kusumoto
3191 Buena Vista
Alhambra, CA 92637

Design Considerations

There are a number of factors to consider to ensure that your Four Seasons Building Products Sunroom will meet your needs and expectations for years to come. To start, help us plan appropriately, consider these questions when making your design choices.



- What direction will the room be facing?
- How much direct sunlight will it get?
- Will you use the room seasonally, or year round?
- Is it large enough for your planned activities?
- What about traffic flow, entrance doors, ceiling fans and electrical outlets?
- Have you decided on a color scheme?
- Which of our Sunroom styles do you find most appealing?

Door Options

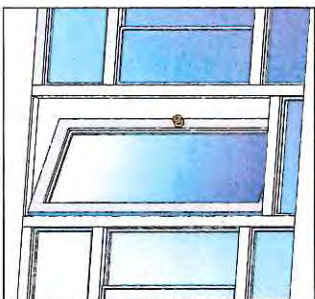
Four Seasons Building Products offers you a choice of five

different glass doors, as well as a steelclad, raised-panel solid insulated door.

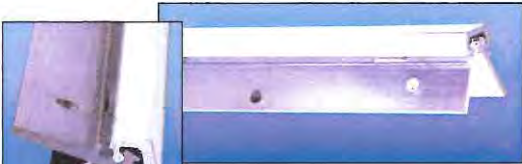
All of our glass doors have a heavy-duty, extruded aluminum frame, tempered safety glass (with your choice of glazing) and for added security, an industry-standard keyed lock set. In addition, all the doors used with our 4-inch



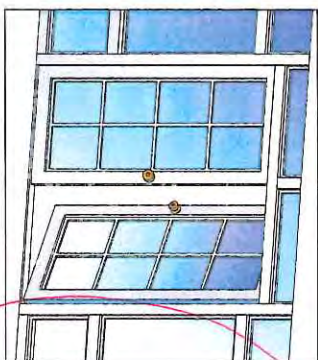
Single French



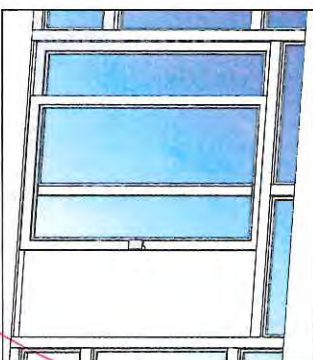
Full-View Door Double Full-View



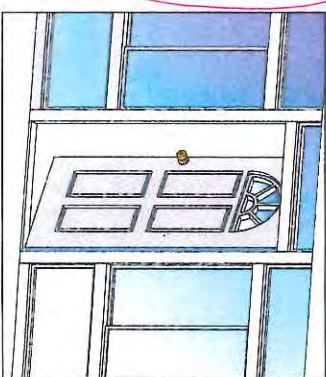
With our standard continuous gear hinge, doors are always both secure and easy to open. The innovative interlocking gear design reduces friction and because the hinge extends the full length of the door, it eliminates typical problems such as door bind and sag. Security and energy savings are improved as well.



Double French



Sliding Patio Door (Optional grids)



Raised Panel Insulated Door

When you purchase a

Four Seasons Building Products sunroom, you are assured that only the highest quality components available are designed and constructed into our products. The thickest walls in the industry feature your choice of insulating wall cores including our exclusive Polyisocyanurate core. This material is unsurpassed in its energy efficiency. Durable extruded aluminum frame members ensure the structural integrity of our sunrooms. Frame members with exterior and interior exposure are designed with "thermal breaks" that do not allow the transfer of heat or cold. Four Seasons Building Products sunrooms are all constructed with tempered safety glass for maximum protection. Electrical raceways allow for the safe installation of electrical wiring for lights or other appliances.

Walls

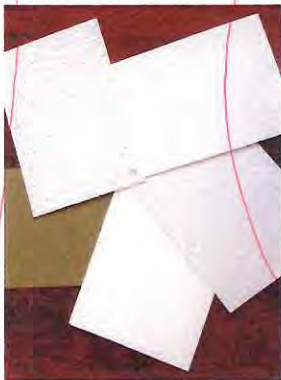


Polyisocyanurate - "polyiso" - is the high performance insulation specified by architects nationwide for today's energy efficient, custom homes.

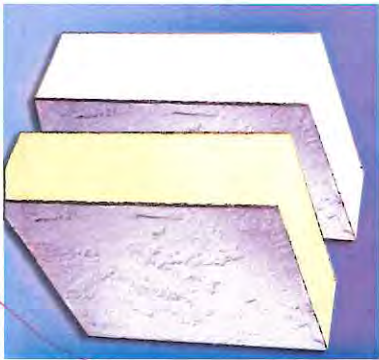


Custom painted exterior walls to match house.

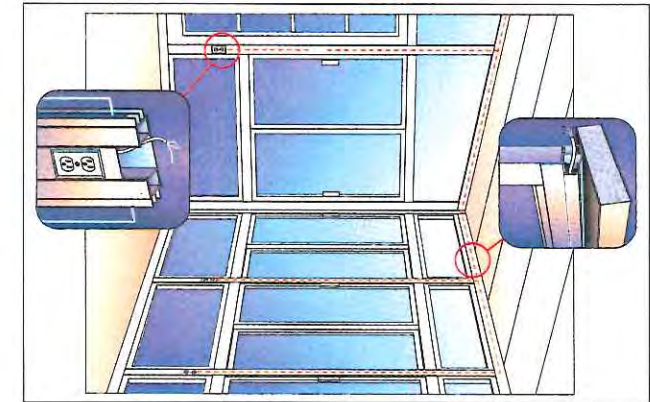
You can choose from one of our designer high performance Glassboard textured wall panels for maximum durability and maintenance-free performance.



Electrical raceways give you the flexibility to place fixtures, outlets and switches throughout the room.



Four Seasons Building Products Sunrooms are available with either EPS Foam Approx. (R-15) or Polyiso Foam Approx. (R-28) solid insulated wall panels.



"Thermally Broken" is defined as an inert material such as rubber or silicone that separates the inside and outside of any metal beam such as this extruded aluminum wall support. This eliminates the temperature exchange from the exterior to the interior of the room.



Laguna Woods Village

MANOR # 3191-B☐ ULWM☒ TLHM

Variance Request Form

SA 21256429

Model: <u>E1 Doble</u>	Plan: <u>PL804RA</u>	Date: <u>5-14-18</u>
Member Name: <u>ERIKO KUSUMOTO</u>	Signature: <u>[Signature]</u>	
Phone: <u>[REDACTED]</u>	E-mail: <u>[REDACTED]</u>	
Contractor Name/Co: <u>ALL PRO REMODELING</u>	Phone: <u>[REDACTED]</u>	E-mail: <u>[REDACTED]</u>
Owner Mailing Address: (to be used for official correspondence) <u>SAME</u>		

Description of Proposed Variance Request ONLY:

FOUR SEASON 4" INSULATED ENCLOSURE (all white)
w/ Dual Panels low-E GLASS WINDOW AND SLIDING DOOR
Inside will have Vinyl Knockdown TEXTURE (all white)
Outside will have STUCCO TEXTURE AND PAINTED TO MATCH
HOUSEWALL

Include all Permits AND Inspections

Dimensions of Proposed Variance Alterations ONLY:

11'0" x 21'0" FOUR SEASON ENCLOSURE

SEE DRAWINGS

FOR OFFICE USE ONLY

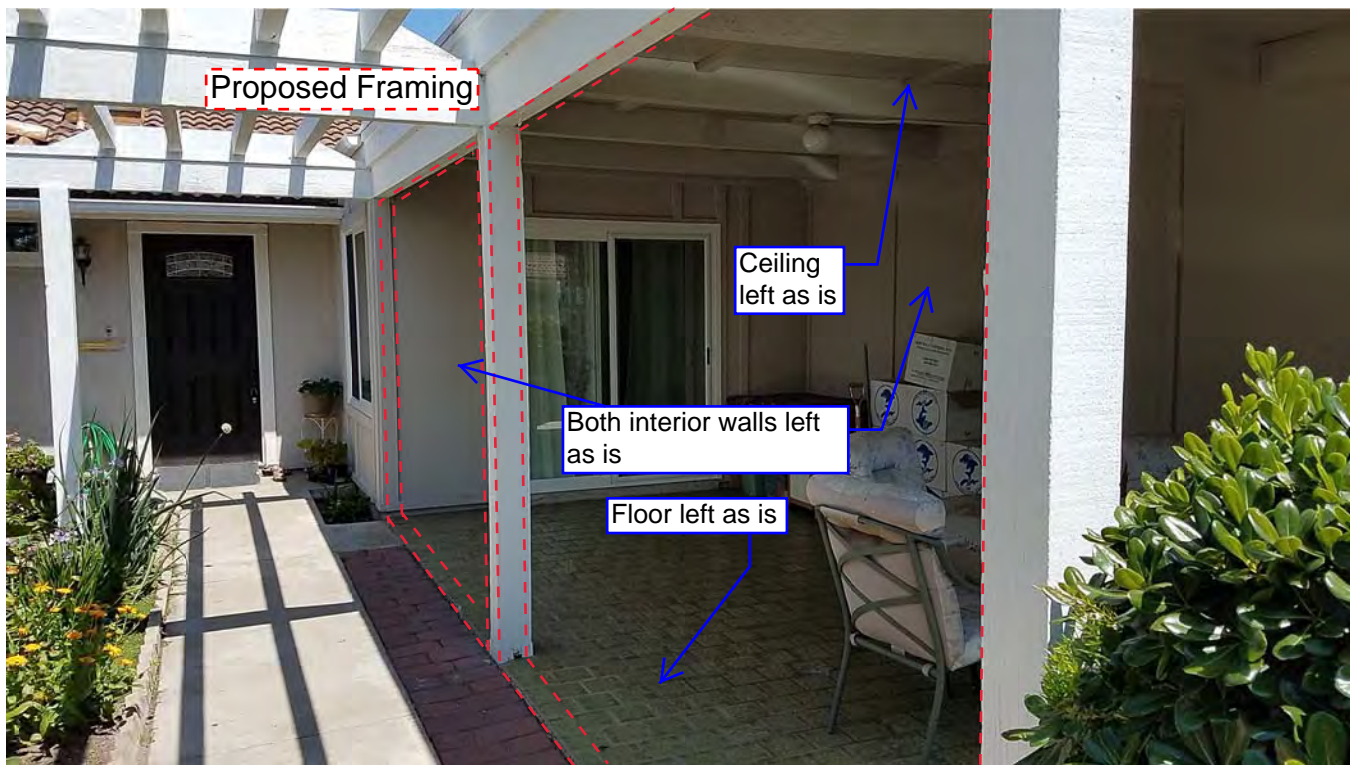
RECEIVED BY: Joel DATE RECEIVED: 6/22/18 Check# 42140 BY: ALL-PRO REMODELING

Alteration Variance Request	Complete Submittal Cut Off Date: <u>5/25/18</u>
Check Items Received: <input type="checkbox"/> Drawing of Existing Floor Plan <input type="checkbox"/> Drawing of Proposed Variance <input type="checkbox"/> Dimensions of Proposed Variance <input type="checkbox"/> Before and After Pictures <input type="checkbox"/> Other: _____ _____	Meetings Scheduled: Third AC&S Committee (TACSC): <u>7/23/18</u> United M&C Committee: _____ Board Meeting: <u>8/21/18</u> <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other: _____

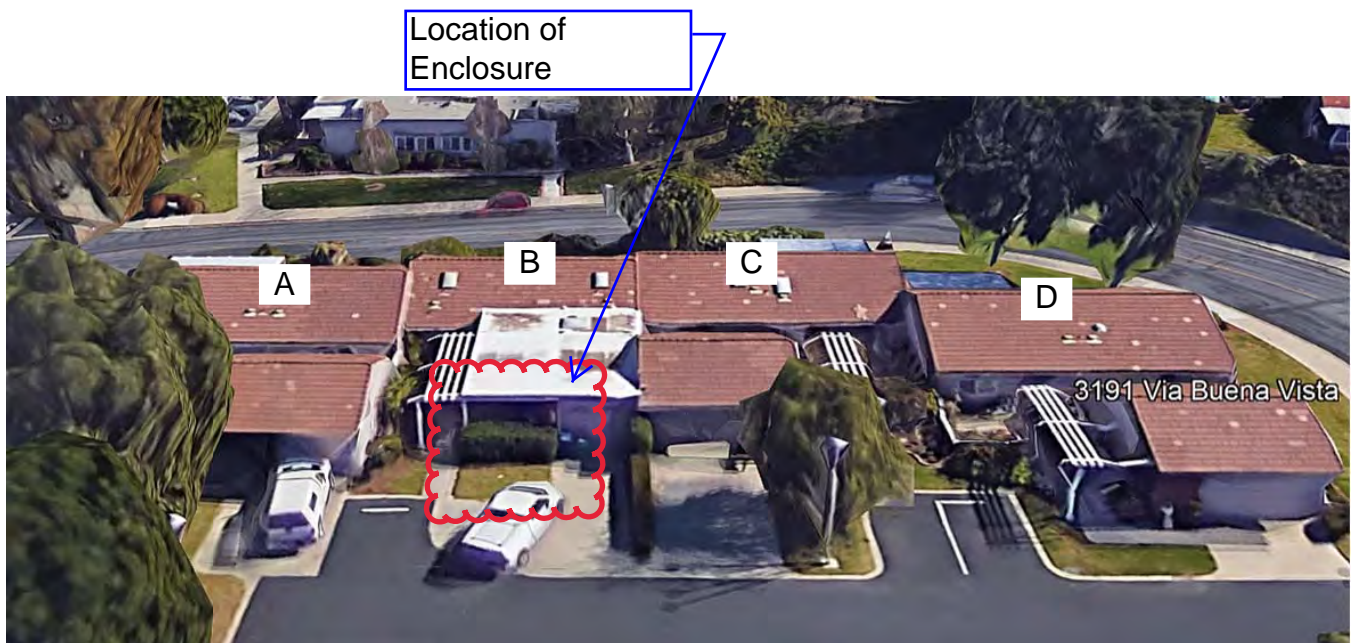
ATTACHMENT 3







Attachment: 4





STAFF REPORT

DATE: July 23, 2018
FOR: Architectural Controls and Standards Committee
SUBJECT: Variance Request
Nicholson of 3197-B (El Doble, PL703)
Install Pavers, Install Fence

RECOMMENDATION

Staff recommends the Board deny the request to install pavers in the courtyard and the request to enclose the area with a fence. If the Board approves the requests, Staff recommends the approval be with the conditions in Appendix A.

BACKGROUND

The Nicholsons closed escrow on the unit in October of 2017. The non-enclosed courtyard area adjacent to the front door of this type of unit has typically been landscape maintained by the Mutual. The courtyard area at this unit had apparently been planted and maintained by the prior owner. At the time of purchase, it was evident that no maintenance had been performed on that area for some time. Most of the area was bare dirt with a few dying plants. The area had also been affected by a recent sewage overflow from the clean-out drain pipe located in that area. The result was a muddy, unattractive condition. Although some of the plants have recovered, the landscape in the area continues to be unattractive. The Nicholsons submitted a Variance Request on May 3, 2018 (Attachment 1). The Alterations Division advised the Members of the Common Area Policy. The Nicholsons subsequently sought assistance from the General Manager's Office. In response, the General Services Department brought the request for consideration to the Landscape Committee, as it involved conversion of landscaping to pavers.

At the meeting of July 5, 2018, the Landscape Committee unanimously approved the request with the condition that the request be approved by the Architectural Controls and Standards Committee.

DISCUSSION

The Nicholsons are proposing to remove the remaining plants and debris in the courtyard area (approximately 340 SF.) and install concrete interlocking pavers. The area is between the unit and the neighbor's fenced patio (Attachment 2). Per the Condo Plan (Attachment 3), the area is classified as common area; but the area is not visible from the street, which is adjacent to a sidewalk that leads from the driveway to the front door and is covered by an original trellis (Attachment 4). The installation of pavers would be a non-permanent improvement that would allow for potted plants and a seating area to be placed near the entrance of the unit.

Staff is recommending the denial of the request as the proposal is located entirely in common area.

FINANCIAL ANALYSIS

If approved, there would be no cost associated with the removal of the landscape and installation of pavers, as all work and costs would be borne by the Member. There would be a slight reduction in annual maintenance and irrigation water costs associated with the request.

Prepared By: Bruce Hartley, General Services Director

Reviewed By: Siobhan Foster, Chief Operating Officer

Kurt Wiemann, Permits, Alterations and Restoration Manager

ATTACHMENT(S)

Appendix A: Conditions of Approval
Attachment 1: Request Form, Photographs and Plot Plan
Attachment 2: Plot Plan Sketch
Attachment 3: Condo Plan
Attachment 4: Aerial View

APPENDIX A

CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

1. No improvement shall be installed, constructed, modified or altered at unit **3197-B**, (“Property”) within the Third Laguna Hills Mutual (“Mutual”) unless and until a Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. (“VMS, Inc.”), Alterations Division (“Division”), or, in the event of a Variance from the Mutual’s Alteration Standards, the Architectural Control and Standards Committee (“ACSC”). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member Owner or Owners (“Member Owner”) agrees to comply with the Mutual’s Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
2. A Variance for Unit Alterations has been granted at **3197-B for Installing Pavers and a Fence**, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
3. Prior to the issuance of a Mutual Consent for Unit Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property’s Member Owner at 3197-B and all future Mutual members at 3197-B.
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 pavers must be placed on compacted subgrade.
8. Member Owner(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized “Covenant to Run with the Land” for a proposed improvement that would utilize any portion of the Mutual’s Common Area. Prior to the issuance of a Mutual

Consent for Unit Alterations, that “Recordable Common Area Agreement” must be filed with the Orange County Clerk/Recorder.

9. A City of Laguna Woods permit is required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a Mutual Consent for Unit Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.
10. Prior to the Issuance of a Mutual Consent for Unit Alterations, **the Member Owner must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed.** The inspection will be a chargeable service to the Member/ Owner. Inspection appointments are to be made with Resident Services, by authorized persons only. Findings from the video inspection will be recorded on the chargeable service ticket for Unit Alterations staff to review.
11. Prior to the issuance of a Mutual Consent for Unit 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 Unit Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as “Third Laguna Hill Mutual Color Selections” at Resident Services, located at the Community Center first floor.
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 in place to admit contractors and other invitees.
17. 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.
18. 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.
19. 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.
20. 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.
21. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.
22. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
23. During construction, both the Mutual Consent for Unit Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.

24. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
25. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. All dumpsters must conform to the Policy for Temporary Containers. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
26. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
27. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
28. 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.
29. 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.



Laguna Woods Village.

MANOR # 3197-B☐ ULWM☒ TLHM

Variance Request Form

SA 2125 2804

Model: <u>EL DOBLE</u>	Plan: <u>PL 703RC</u>	Date: <u>5-3-18</u>
Member Name: <u>Dennis Nicholson</u>	Signature: <u>[Signature]</u>	
Phone: <u>[Redacted]</u>	Phone: <u>[Redacted]</u>	
Contractor Name/Co.: <u>One Way Construction</u>	Phone: <u>[Redacted]</u>	
Owner Mailing Address: (to be used for official correspondence)	<u>3197 Via Buena Vista, Unit B</u>	

Description of Proposed Variance Request ONLY:

The home we purchased in October of 2017 had been vacant for quite some time. The area adjacent to our front door leading to the driveway has been neglected and is mostly dirt and a few almost dead plants. It is unsightly, muddy from the sprinklers still in working condition. Also, we've seen coyotes near the front door in the early morning hours. We are proposing to improve the area, at our own cost, by installing pavers in the area that's now in such a deplorable state. We are also seeking permission to install a fence with a gate (open iron fence like our neighbors have). We will also beautify the area with the appropriate plants, shrubs.

Dimensions of Proposed Variance Alterations ONLY:

13' width } area
 34' length }
 5' fence 13' wide
 paver area = 10' x 34'

FOR OFFICE USE ONLY

RITA LYNNE

 RECEIVED BY: Joe DATE RECEIVED: 5/3/18 Check# 2375 BY: DENNIS NICHOLSON

Alteration Variance Request	Complete Submittal Cut Off Date: <u>5-25-18</u>
Check Items Received: <input type="checkbox"/> Drawing of Existing Floor Plan <input type="checkbox"/> Drawing of Proposed Variance <input type="checkbox"/> Dimensions of Proposed Variance <input type="checkbox"/> Before and After Pictures <input type="checkbox"/> Other: _____	Meetings Scheduled: Third AC&S Committee (TACSC): <u>6-25-18</u> United M&C Committee: _____ Board Meeting: <u>7-17-18</u> <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other: _____

A



3197-B
Via Buena Vista

B



C



El Doble

Approximate Gross Internal Area = 116.1 sq m / 1250 sq ft
(Including Garage / Optional Family Room)

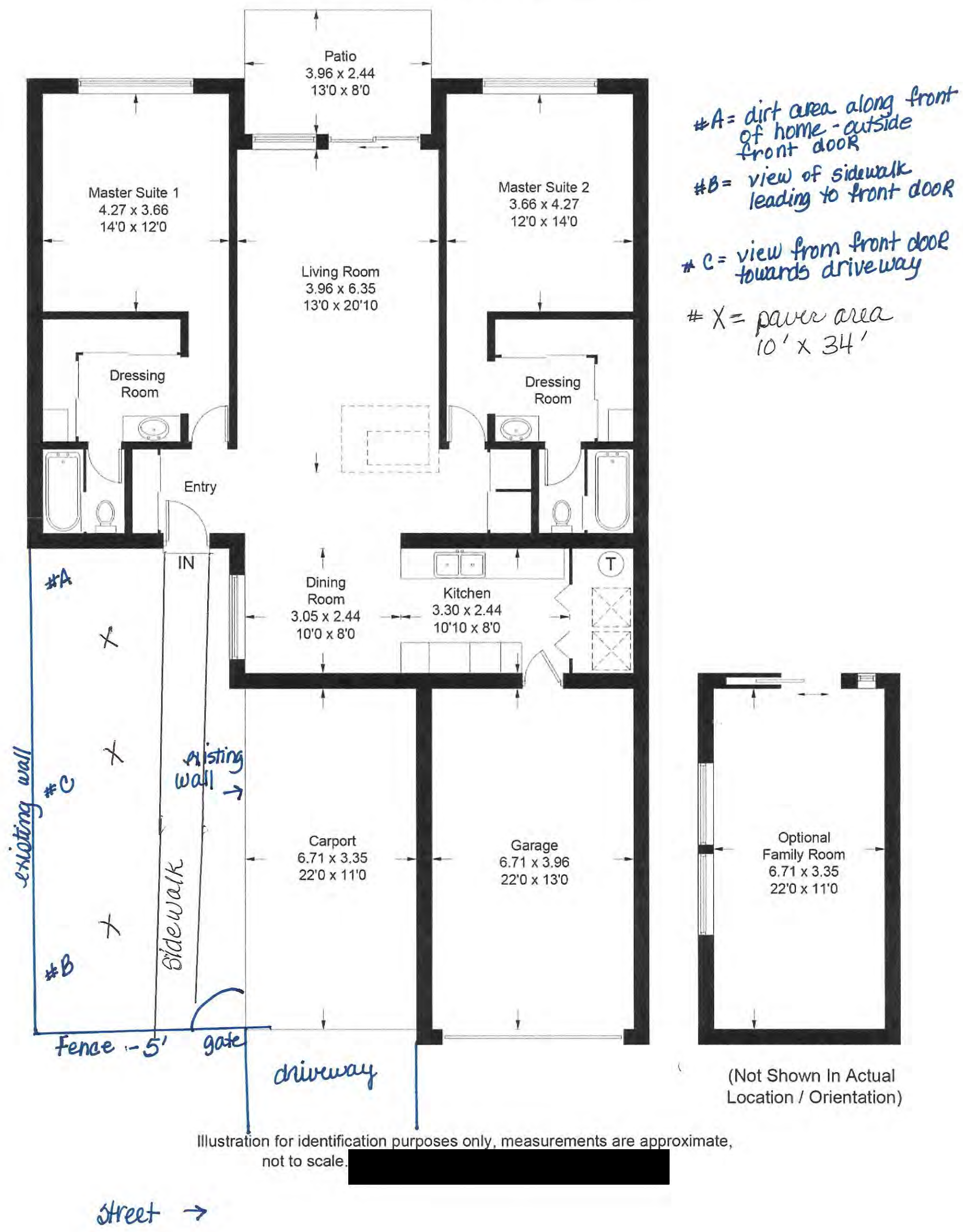
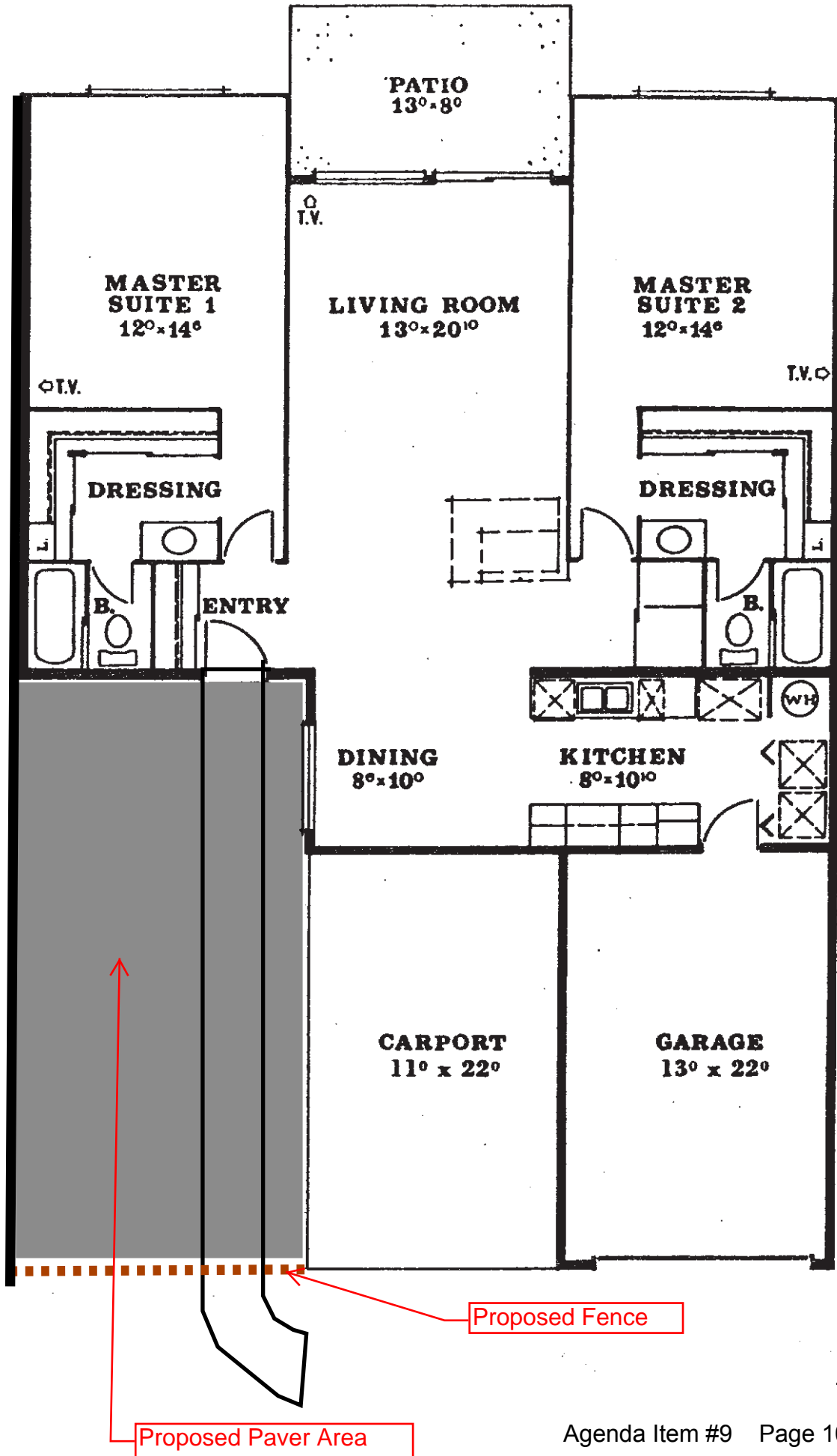
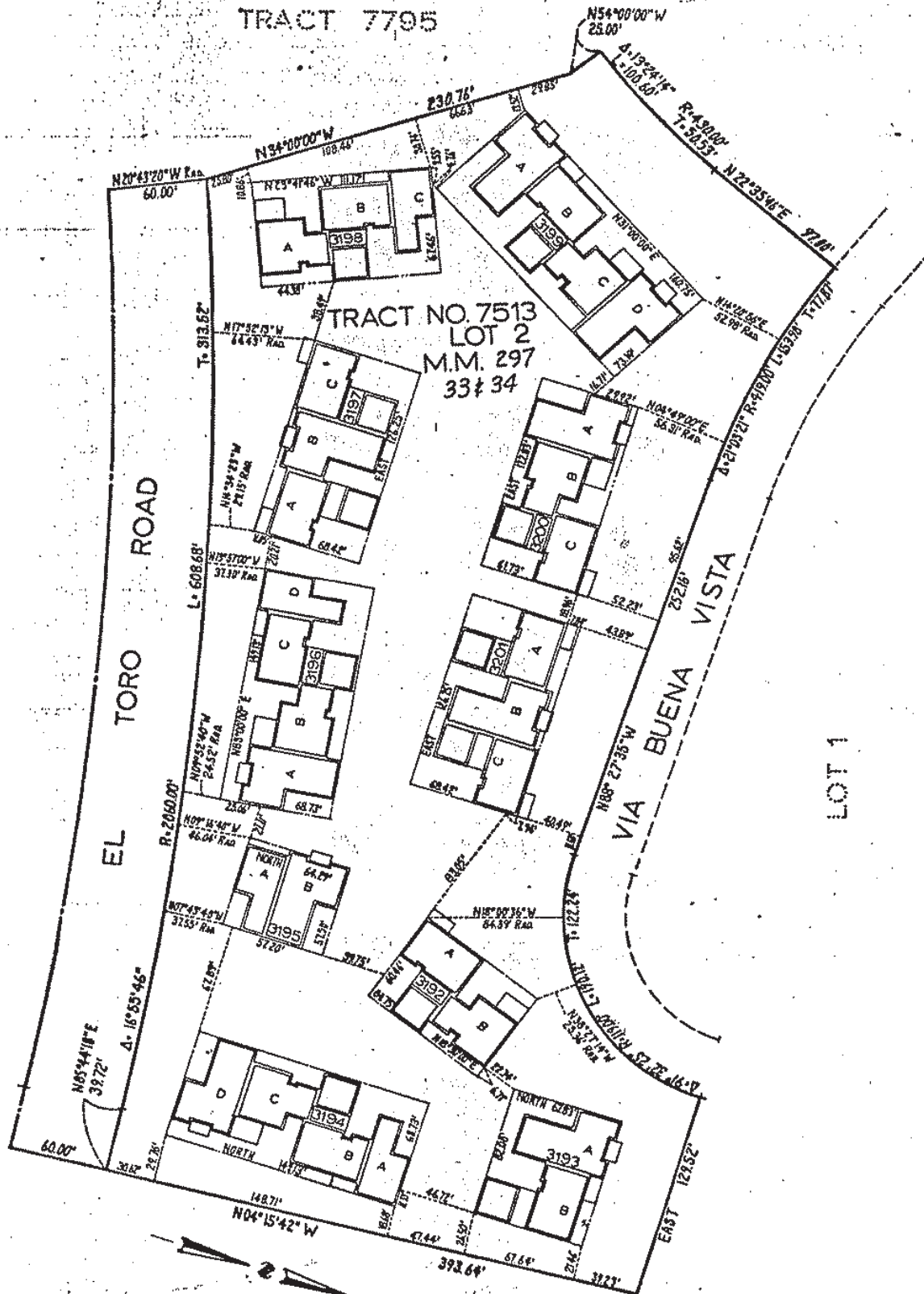


Illustration for identification purposes only, measurements are approximate, not to scale.

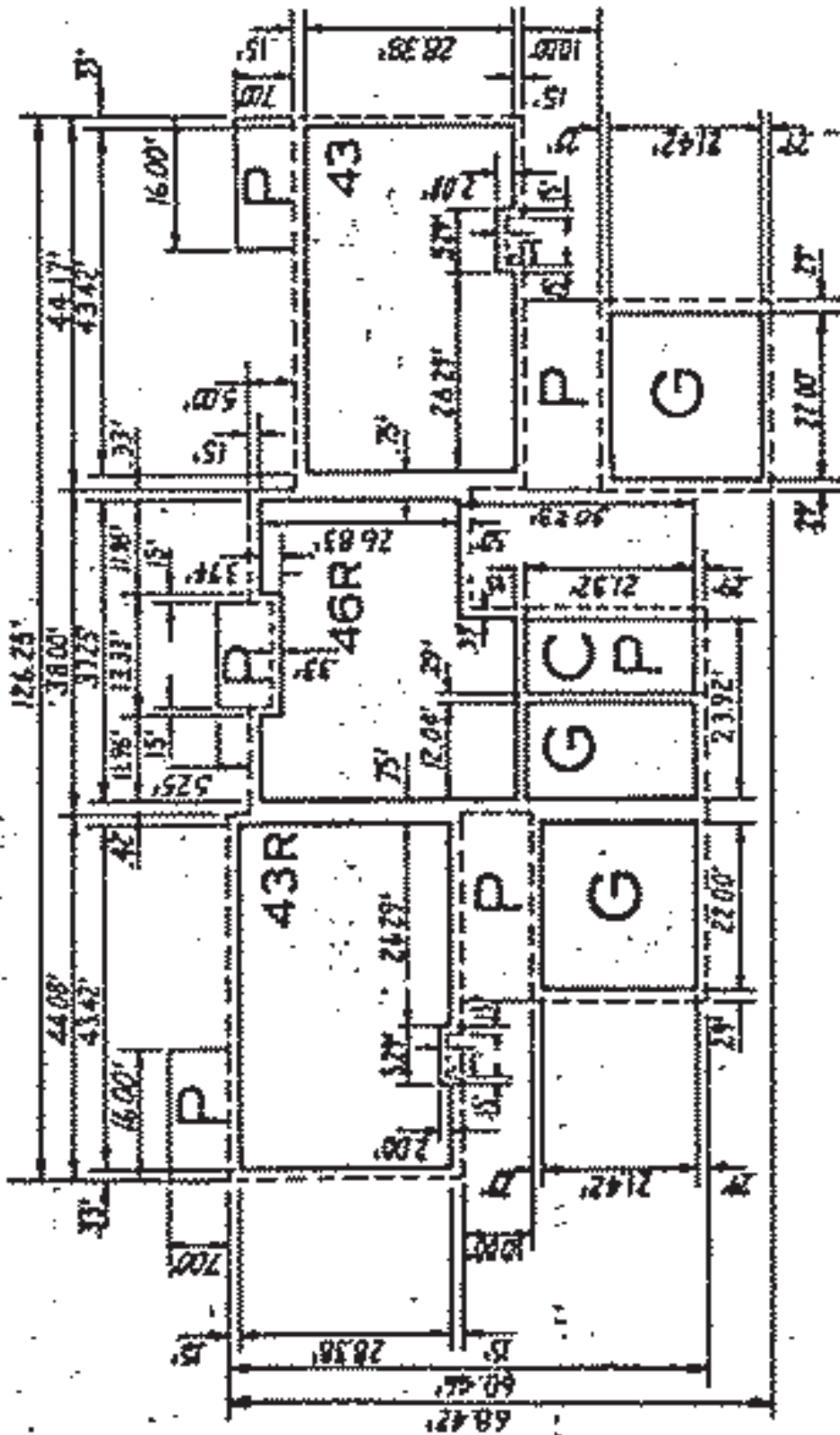
ATTACHMENT 2



CONDOMINIUM PLAN FOR LOT 2 OF
TRACT No 7513
 IN UNINCORPORATED TERRITORY OF
 THE COUNTY OF ORANGE STATE OF CALIFORNIA



FIRST LEVEL



PL-703

TYPICAL FOR Bldgs. (R) 3197 3201 3211

EXCEPT FOR UNITS AS SHOWN IN "OPTION" DETAIL

BLDG UNIT
3201 B
3211 B

CONDOMINIUM PLAN FOR LOT 2 OF

SHEET 2 OF 14

TRACT NO. 7513

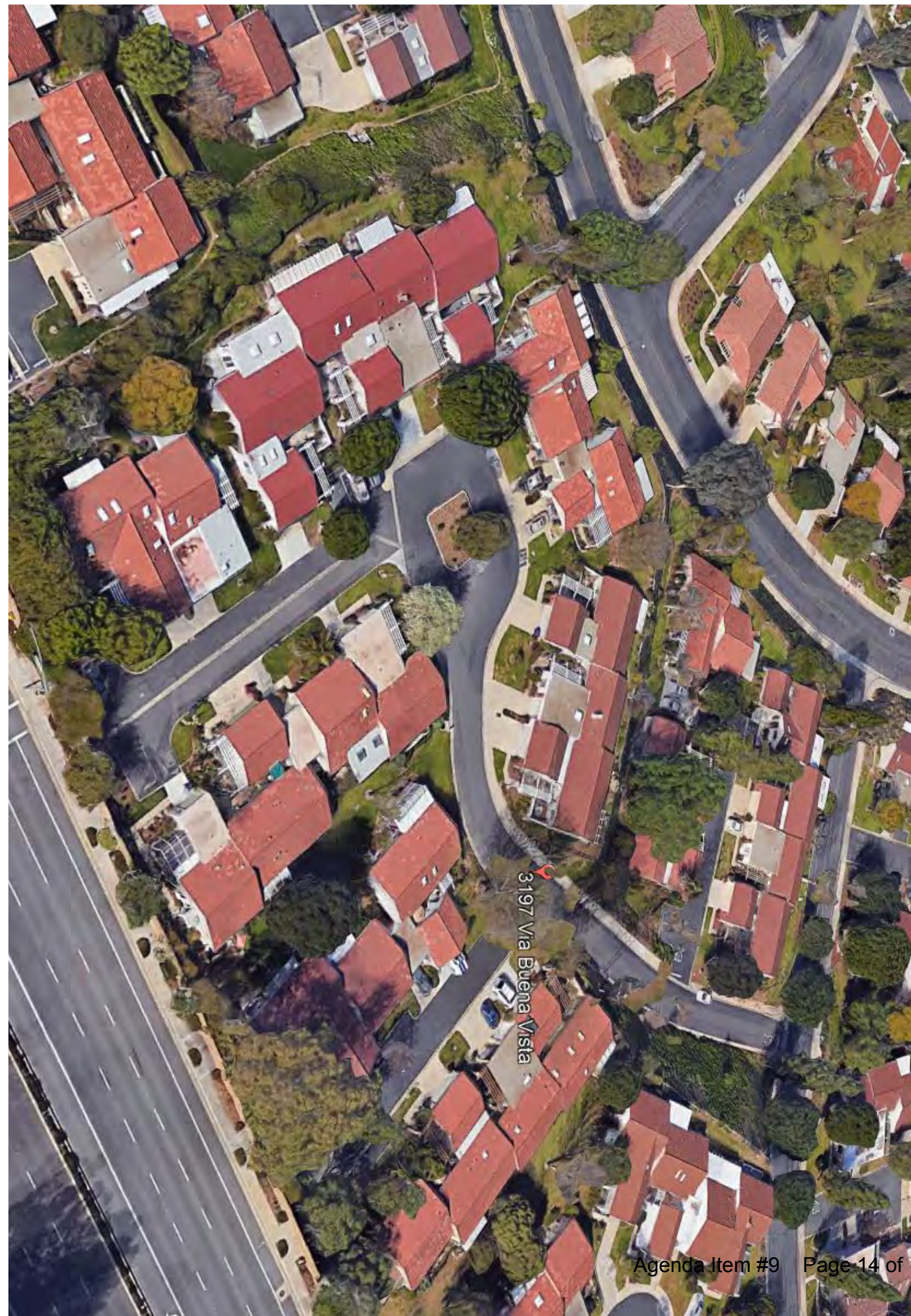
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AND LOT 1 OF

TRACT NO. 7795

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA
NOTES AND DEFINITIONS

1. The "Common Area" of this project is the land and real property included within the boundary lines of Lot 2 of Tract No. 7513 in the County of Orange, State of California, as shown on a map recorded in Book 297, pages 33 and 34 of Miscellaneous Maps, and Lot 1 of Tract No. 7795 in the County of Orange, State of California as shown on a map recorded in Book 299, pages 7 and 8 of Miscellaneous Maps, in the office of the County Recorder of said County, except those portions shown and defined herein as Dwelling Units within Buildings.
2. Each of said Dwelling Units is an airspace, the location of which is shown herein on sheets 5 through 6.
3. The following are not part of a Unit:
Bearing walls, columns, vertical supports, floors, roofs, foundations, balconies, patios, patio walls, and fences, carports not allocated and appurtenant to a unit, carports and garages appurtenant to a unit, pipes, ducts, flues, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the Units.
4. Each of said Airspaces is an apartment. The boundaries of each such apartment are as follows:
 - a) The lower vertical boundary is the surface of the finished floor thereof.
 - b) The upper vertical boundary is a horizontal plane, the elevation of which coincides with the elevation of the surface of the highest finished ceiling thereof.
 - c) The lateral boundaries are the interior surfaces of the perimeter walls, windows and doors thereof and vertical planes coincidental with the interior surfaces of the perimeter walls thereof, extended upwards to intersect the upper vertical boundary.
 - d) Each such apartment includes the surfaces so described, the portions of the building and improvements (including the heating and air conditioning units, ranges, dishwashers, garbage disposal units and other household appliances) lying within said boundaries (except as stated in Note 3 above) and the airspace so encompassed.
5. Patios, balconies, carports and garages appurtenant to a unit are Limited Common Areas for the exclusive use of such unit.
6. Carports not allocated and appurtenant to a Unit, are Limited Common Areas subject to regulations established by the Local Resident Mutual Association.
7. Unless otherwise indicated, all airspace boundary lines intersect at right angles.
8. Recreational Rooms are Limited Common Areas for the exclusive use of the residents, and their guest and invitees, in the buildings in which the recreational rooms are located.
9. G = designates garage
P = designates patio area
CP = designates carports





STAFF REPORT

DATE: July 23, 2018
FOR: Architectural Control and Standards Committee
SUBJECT: Variance Request
Mr. Daniel Gilbert of 3284-C (La Reina, SB104C, 4R)
Retain Stacked Stone Veneer Coverings in Atrium, Entry, and Garage

RECOMMENDATION

Staff recommends the Board approve the request to retain the stacked stone veneer in the atrium, the entry, and the garage with the conditions in Appendix A.

BACKGROUND

On June 7, 2018, during a resale inspection, Staff found three sections of wall decorated with a stacked stone veneer covering which were not listed on any Mutual Consent. The Member was notified to correct the alteration wall coverings by returning them to their previous state, or a Variance would be required to seek Board approval to retain the decorative stone finish. On June 21, 2018, Staff received a Variance request to retain the stacked stone veneer covering.

Mr. Gilbert of 3284-C San Amadeo, a La Reina style unit, is requesting Board approval to retain the stacked stone veneer coverings located in the atrium, at the front entry, and garage of the unit.

The exterior surface of walls shown on the condominium plan is designated as Common Area.

Plans and photos have been provided (Attachment 1).

Due to no existing Standards existing on file, Staff requires Board approval prior to issuing a Mutual Consent.

As per Committee's direction regarding Variance requests for retaining non-authorized alterations, Compliance was notified on June 26, 2018, of the unauthorized alteration; a disciplinary hearing is pending.

DISCUSSION

The stacked stone veneer was added in three sections:

(1) The Atrium: Located on the north-eastern wall, which is a common wall shared with neighboring unit B. The wall covering measures 9'5" wide by 8' tall (76 SF) and it not visible from the street.

(2) The Front Entry Door: Located on the north-western exterior of the unit; measuring 1'6" wide by 8' tall (12 SF) and is visible from the street.

(3) Front of Garage: Located on the northeast wall at the front of the garage; measuring 2' wide by 8' tall (16 SF). This section of covering is also visible from the street.

Previous examples of stacked stone veneer used to decorate the front of units are at 5283 in July 2007, 5202 in February 2011, 5305 in April 2015, 5232 in October 2015, and 5284 in April 2016,

Staff recommends approval of this request, as the styling of the alteration does not cause any negative effect on the surrounding units.

At the time of preparing this report, there are 14 items open on one Mutual Consent for Unit 3284-C as part of a whole unit remodel.

Description	Issue Date	Mutual Permit
Tub to Shower	3/9/2018	180322
Shower to Shower	3/9/2018	180322
Skylight in Dining Room	3/9/2018	180322
Skylight in Kitchen	3/9/2018	180322
Skylight in Living Room	3/9/2018	180322
Tile on Front Patio	3/9/2018	180322
Electrical Throughout	3/9/2018	180322
Electrical Panel	3/9/2018	180322
Door Revision (Entry)	3/9/2018	180322
Retrofit All Windows	3/9/2018	180322
Retrofit All Sliding Glass Doors	3/9/2018	180322
Drywall Garage	3/9/2018	180322
Tile on Back Patio	3/9/2018	180322
Patio Gate, Wood	3/9/2018	180322

A Neighbor Awareness Notice was sent to Units 3282-A, 3282-B, 3282-C, 3284-B and 3284-D on July 5, 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 3284-C.

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, June 21, 2018
- Attachment 3: Photos
- Attachment 4: Map

APPENDIX A

CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

1. No improvement shall be installed, constructed, modified or altered at unit **3284-C**, ("Property") within the Third Laguna Hills Mutual ("Mutual") unless and until a Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member Owner or Owners ("Member Owner") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
2. A Variance for Unit Alterations has been granted at **3284-C** for **Retaining Stacked Stone Veneer in Atrium**, Front Entry and Front Garage, 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. 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 3284-C and all future Mutual members at 3284-C.
4. 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.
5. Member Owner(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized "Covenant to Run with the Land" for a proposed improvement that would utilize any portion of the Mutual's Common Area. Prior to the issuance of a Mutual Consent for Unit Alterations, that "Recordable Common Area Agreement" must be filed with the Orange County Clerk/Recorder.
6. Member Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, and use of Mutual property for storage of equipment or materials without prior approval. Member Owner acknowledges and agrees that all such persons are his/her invitees. Member Owner shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations.
7. Member Owner hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but

not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.

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

16. During construction, both the Mutual Consent for Unit Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
17. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
18. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. All dumpsters must conform to the Policy for Temporary Containers. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
19. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
20. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
21. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Owner Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
22. Mutual member shall indemnify, defend and hold harmless Third and its officers, directors, committee members and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual member's improvements and installation, construction, design and maintenance of same.

#1

9.5 x 8'

76 SQ FT.

TOTAL





#2

1.5 x 8'

12 SQ FT.

TOTAL

#3

2x8'

16 SQ FT.

TOTAL



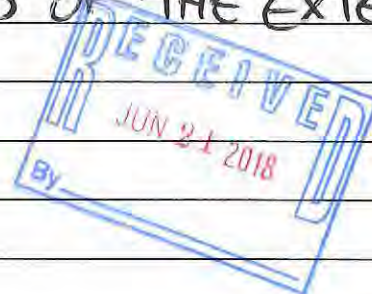
MANOR # 3284C☐ ULWM ☒ TLHM

Variance Request Form

SA 21267624

Model: <u>LA REINA</u>	Plan:	Date: <u>6/21/18</u>
Member Name: <u>DAN GILBERT</u>	Signature:	
Contractor Name/Co: <u>OWNER BUILD</u>		E-mail:
Phone:		

Description of Proposed Variance Request ONLY:

STACKED STONE INSTALLED IN 3 AREAS OF THE EXTERIOR

Dimensions of Proposed Variance Alterations ONLY:

#1 76 SQ FT. TOTAL IN PATIO AREA#2 12 SQ FT. TOTAL AROUND FRONT DOOR#3 16 SQ FT. TOTAL TO THE RIGHT OF GARAGE DOOR

FOR OFFICE USE ONLY

RECEIVED BY: Abraham B DATE RECEIVED: 6-21-18 Check# 1453 BY: lavenmenco.com

Alteration Variance Request	Complete Submittal Cut Off Date: <u>6-22-18</u>
Check Items Received: <input checked="" type="checkbox"/> Drawing of Existing Floor Plan <input checked="" type="checkbox"/> Drawing of Proposed Variance <input checked="" type="checkbox"/> Dimensions of Proposed Variance <input checked="" type="checkbox"/> Before and After Pictures <input type="checkbox"/> Other: _____	Meetings Scheduled: Third AC&S Committee (TACSC): <u>7-23-18</u> United M&C Committee: _____ Board Meeting: <u>8-21-18</u> <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other: _____

Attachment: 3

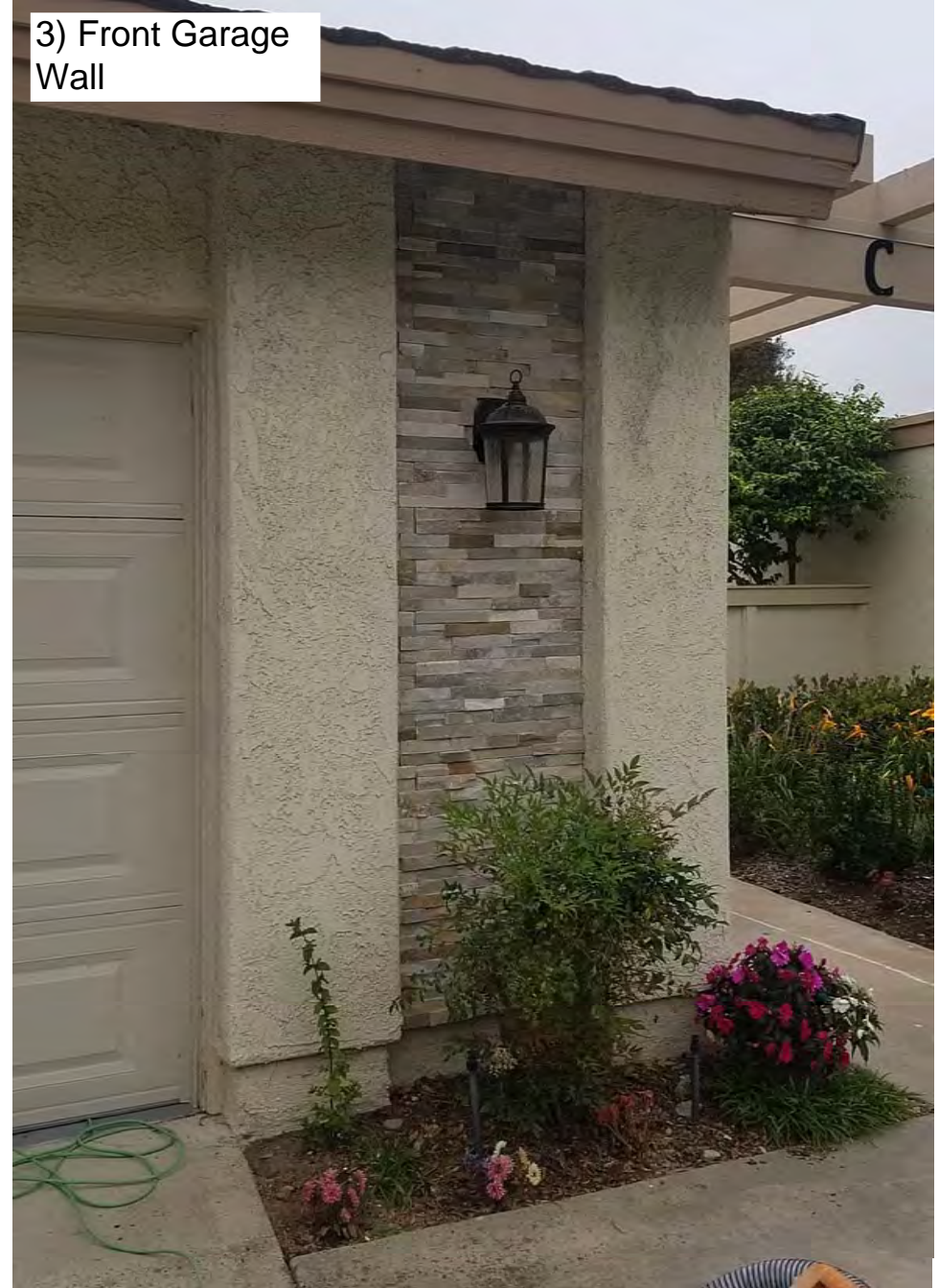
1) Atrium
wall

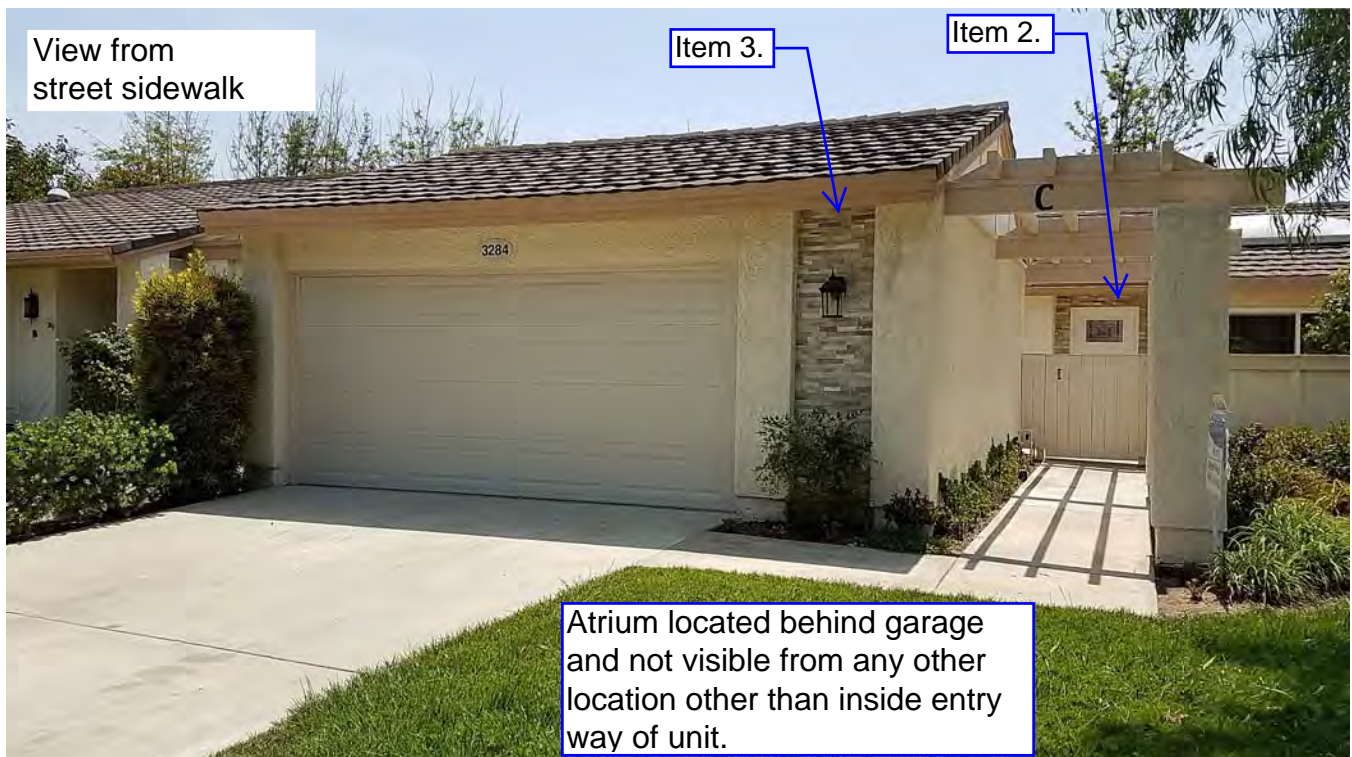


2) Entry Door

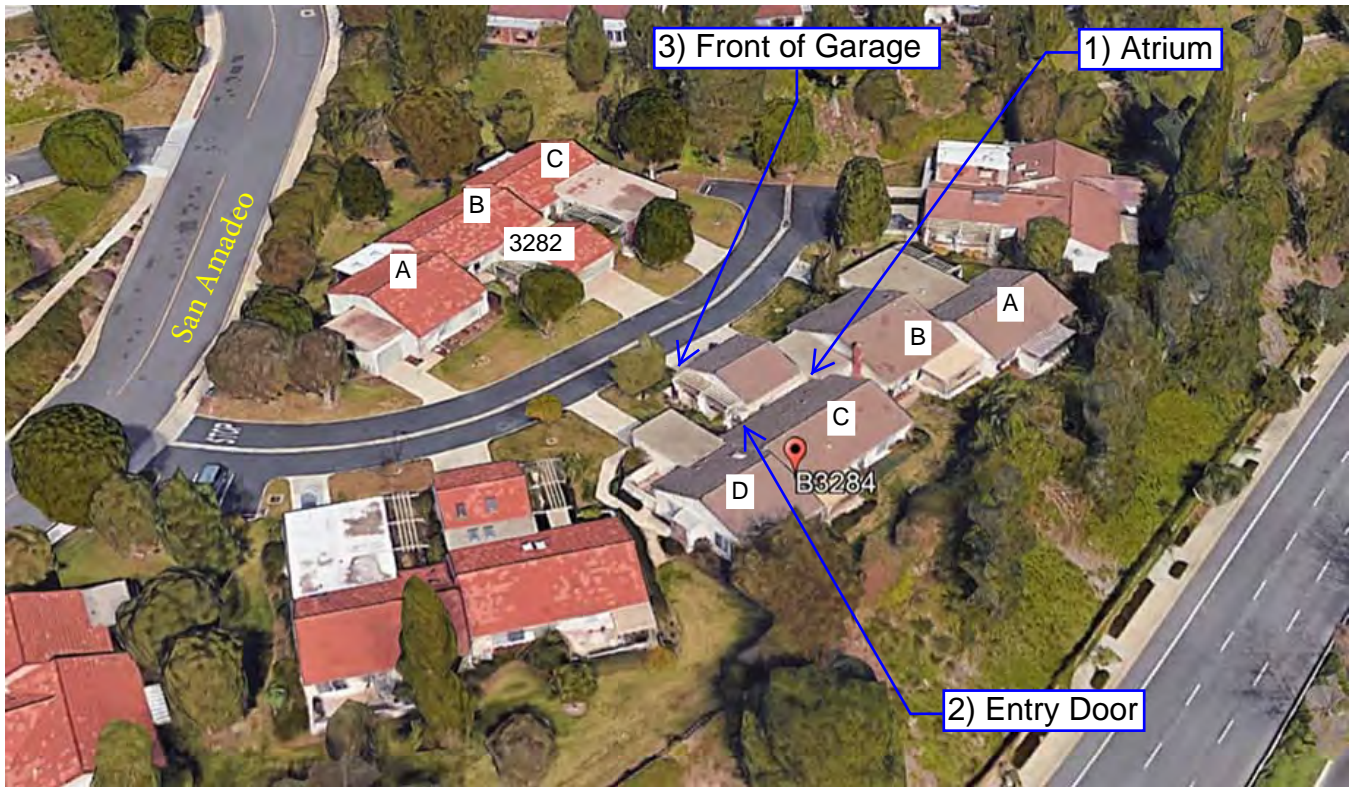


3) Front Garage Wall





Attachment: 4





STAFF REPORT

DATE: July 23, 2018
FOR: Architectural Control and Standards Committee
SUBJECT: Variance Request
Mr. Chin-Hou Wang of 5086 (Villa Reposa, C11RA_1)
Room Expansion, Construct New Pitched Roof and New Entry Door

RECOMMENDATION

Staff recommends the Board approve the request to expand the kitchen and dining room onto the existing side patio, construct a new pitched roof, and install a new entry door with the conditions in Appendix A.

BACKGROUND

Mr. Wang of 5086 Ovalo, a Villa Reposa style unit, is requesting Board approval of a variance to replace the existing flat roof above the kitchen, dining and entry area with a pitched roof to match the existing garage roof. As part of the request, Mr. Wang is proposing to construct a room expansion on the existing side patio that will be used to expand the kitchen/dining room and will be included under the new pitched roof.

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

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

There is no Standard plan on file for either the room expansion or the roof replacement; Staff requires Board approval prior to issuing Mutual Consent.

DISCUSSION

The proposed kitchen and dining room expansion will be installed using the original patio footprint measuring 8' wide by 18'8" long and take place underneath the alteration new roof.

The room expansion will be constructed using wood frame with stucco exterior to match the existing building. The right elevation will contain two windows measuring 7' wide by 3'6" tall.

The new roof would be constructed with wood frame and cement tile to match the existing structure. The roof's height would peak at 13' to accommodate the offsets between the garage and the living/bedroom's pitched roofs. The roof rafters would be exposed along the units' interior to create a cathedral ceiling.

The condominium plan for Unit 5086 designates the roof alteration location as Common Area; this request falls under the parameters outlined in the Policy for Alteration of Attics, Soffits and Suspended Ceilings.

Mr. Wang is also requesting to replace the existing 36" wide by 82" tall entry door with a white 36" wide fiberglass door with 12" side lights on both sides. Including the framing for the door, the new opening required will be 67½" wide; the height would remain the same.

As part of the room expansion, the kitchen will be remodeled to utilize the larger area. This alteration can be processed as an over-the-counter Mutual Consent.

Previous examples of pitched roof installations on a Villa Reposa or Trinidad (same floor plan) style units being approved are at 5091 in September 2004 and 5249 in August 2014 (Attachment 4).

At the time of preparing this report, there are no open Mutual Consents for Unit 5086.

A Neighbor Awareness Notice was sent to Units 5085 and 5087 and 5091 on July 9, 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 5086.

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, June 26, 2018
Attachment 3: Photos
Attachment 4: Map

APPENDIX A

CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

1. No improvement shall be installed, constructed, modified or altered at unit **5086**, ("Property") within the Third Laguna Hills Mutual ("Mutual") unless and until a Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member Owner or Owners ("Member Owner") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
2. A Variance for Unit Alterations has been granted at **5086** for **Room Expansion, Construct New Pitched Roof and New Entry Door**, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
3. Prior to the issuance of a Mutual Consent for Unit Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 5086 and all future Mutual members at 5086.
5. Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
6. Member Owner(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized "Covenant to Run with the Land" for a proposed improvement that would utilize any portion of the Mutual's Common Area. Prior to the issuance of a Mutual Consent for Unit Alterations, that "Recordable Common Area Agreement" must be filed with the Orange County Clerk/Recorder.
7. A City of Laguna Woods permit is required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a Mutual Consent for Unit Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted

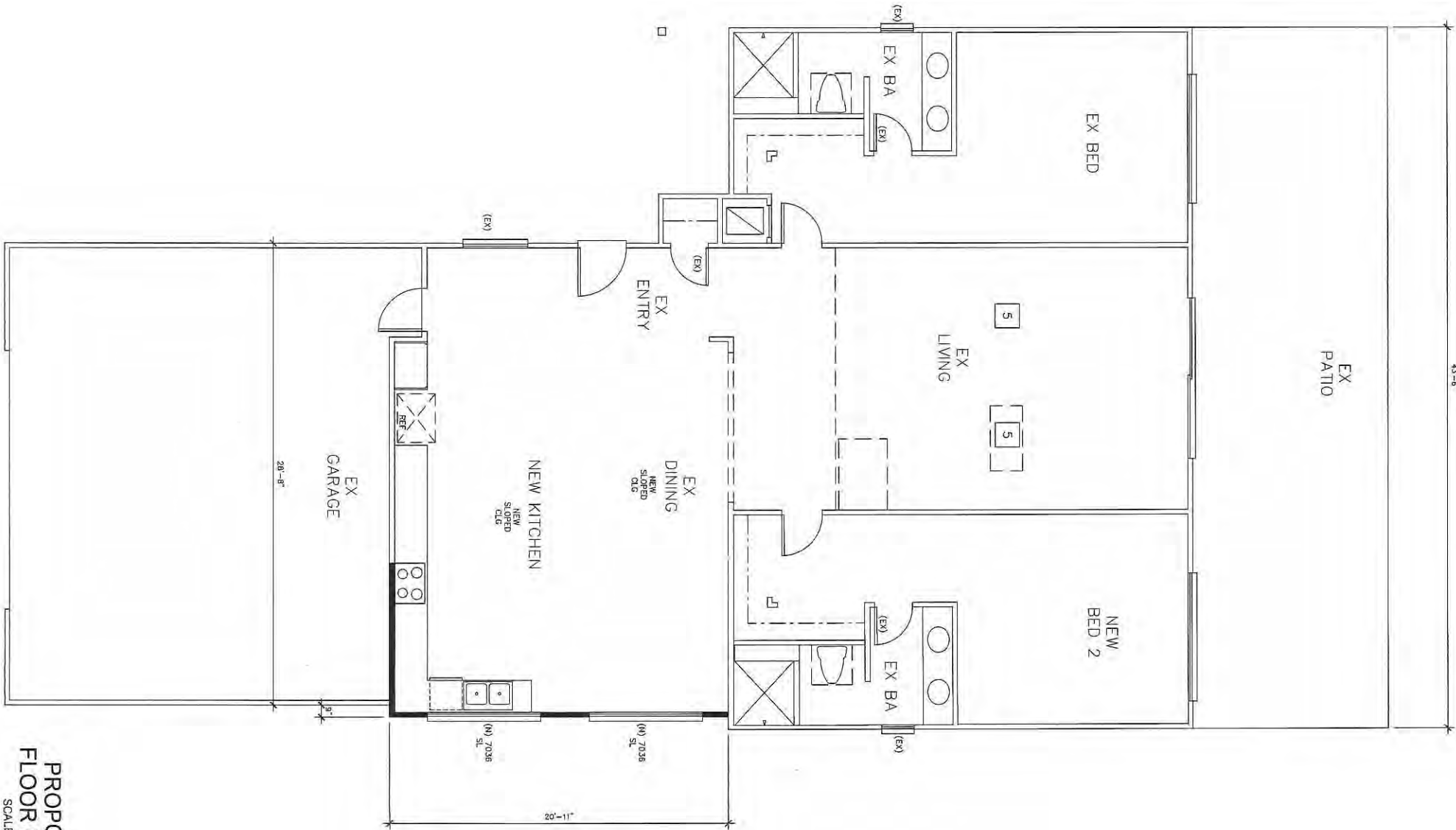
to the Division within two weeks.

8. Prior to the Issuance of a Mutual Consent for Unit Alterations, **the Member Owner must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed.** The inspection will be a chargeable service to the Member Owner. Inspection appointments are to be made with Resident Services, by authorized persons only. Findings from the video inspection will be recorded on the chargeable service ticket for Unit Alterations staff to review.
9. Prior to the issuance of a Mutual Consent for Unit Alterations, if required, a Mutual Roof Alteration Notification ("Tie-In Form") must be submitted to the Division. All roof tie-ins must be performed by a C-39 Licensed Contractor. The Member Owner may hire a C-39 Licensed Contractor of his/her own choice to perform roof tie-ins for the installation of solar panels on all roof types except PVC Cool Roofs. For PVC Cool Roofs, regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member Owner's expense. All tie-ins may only be made to sound structural elements. Existing structural elements proposed to be tied to, which exhibit signs of dry rot or other structural defects, must first be replaced or repaired at the Member Owner's expense during construction of the improvement.
10. Prior to the issuance of a Mutual Consent for Unit 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.
11. Prior to the issuance of a Mutual Consent for Unit Alterations, the Member Owner shall request a Broadband infrastructure inspection to assure that Mutual property is appropriately identified in order to be addressed during construction.
12. Prior to the issuance of a Mutual Consent for Unit Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "Third Laguna Hill Mutual Color Selections" at Resident Services, located at the Community Center first floor.
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.

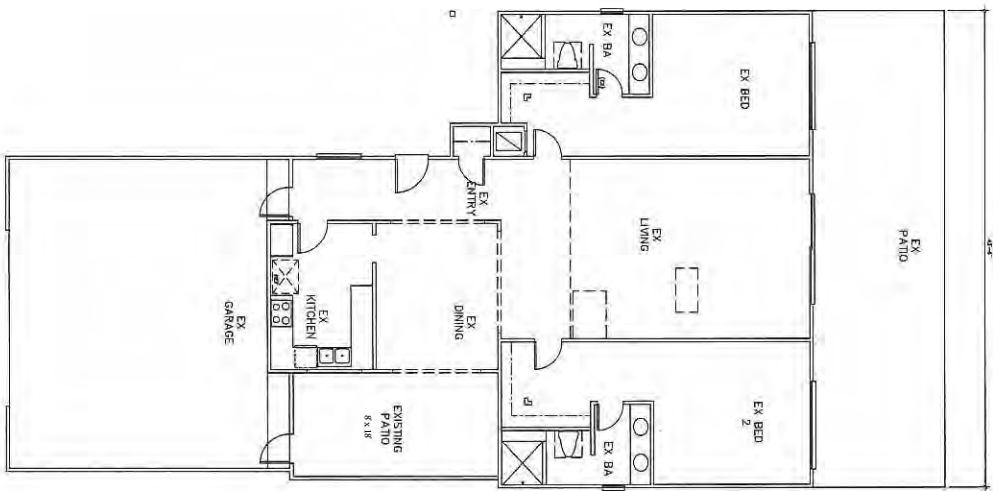
15. Member Owner shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment, traffic or other charge levied in connection therewith.
16. Member is responsible for following the gate clearance process in place to admit contractors and other invitees.
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 Unit 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. All dumpsters must conform to the Policy for Temporary Containers. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
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 Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
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.



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



EXISTING
FLOOR PLAN
SCALE 1/8"=1'-0"

GREEN BUILDING NOTES:

- CONTRACTOR TO PROVIDE A WASTE MANAGEMENT PLAN TO REDUCE OR RECYCLE A MINIMUM OF 50% OF CONSTRUCTION WASTE. INCLUDE DOCUMENTATION FORMS PROVIDED BY THE CITY, CGC 4.408.1.
- DURING CONSTRUCTION, ENDS OF DUCT SUPPLY AND RETURN OPENINGS ARE TO BE SEALED. MECHANICAL EQUIPMENT ON JOB SITE IS TO BE COVERED, AND PROVIDE AIR SPACE CONDITIONING SYSTEM DURING CONSTRUCTION IF NECESSARY. CGC 4.504.1.
- VOCS MUST COMPLY WITH THE LIMITATIONS LISTED IN SECTION 4.504.3 AND TABLES 4.504.1, 4.504.2, 4.504.3 AND 4.504.5 FOR: ADHESIVES, PAINTS AND COATINGS, CARPET AND COMPOSITION WOOD PRODUCTS. CGC 4.504.2.
- THE MOISTURE CONTENT OF CONSTR. MATERIALS AND INSULATION SHALL BE VERIFIED PRIOR TO APPROVAL TO ENCLOSE WALL AND FLOOR CAVITIES WITH DRYWALL. CGC SECTION 4.505.3.
- WATER CONSERVATION-CGC 4.503
 - PICTURE TYPE 2.0 GPM @ 80 PSI
 - SHOWER HEAD 2.5 GPM @ 80 PSI
 - FAUCET 1.5 GPM @ 60 PSI
 - WATER CLOSETS 1.28 GPF
 - KITCHEN FAUCET 1.8 GPM @ 60 PSI

GENERAL NOTES:

- PROJECT SHALL COMPLY WITH THE 2018 CGC, CMG, CFC, DEC, CAL.
- ENERGY CODE, CGC AND LOCAL ORDINANCES.
- OCCUPANCY IN 3-SINGLE FAMILY/ U GARAGE, ALTERATION
- CONTRACTOR IS RESPONSIBLE TO FOLLOW BEST MANAGEMENT PRACTICES. POLLUTANTS- THE DISCHARGE OF POLLUTANTS TO ANY BODY OF WATER, OR FROM A CONSTRUCTION SITE, OR BY WASTE WATER GENERATED ON CONSTRUCTION SITES OR BY CONSTRUCTION ACTIVITIES SHALL BE PLACED, CONVERTED OR TREATED TO MEET THE FOLLOWING REQUIREMENTS:
 - 1. DISCHARGE SHALL BE TREATED TO MEET 2005.9.
 - 2. DISCHARGE SHALL BE TREATED TO MEET 2005.9.
 - 3. DISCHARGE SHALL BE TREATED TO MEET 2005.9.
 - 4. SOIL BEARING VALUE 1,000 LBS.
- LUMBER- DOWELS PER LARCH, EX #2, FB=550, E=1,6X10 TO 6TH POWER, UNLESS NOTED OTHERWISE ON PLANS
- CONCRETE 2,500 PSI @ 28 DAYS, PROVIDE 4,500 PSI TYPE V CONC IN
- CONTACT WITH SOIL AS RECD BY CITY
- INSULATION EXHT TYPED, R-13 A THER 2005.9.
- WINDERS, WIND DUAL, GLAZED TO MATCH EXISTING
- WOOD BASED SHEATHING PROVIDE ONE LAYER AT AREAS WITHOUT SHEATHING
- MECHANICAL CONTRACTOR TO PROVIDE DUCTING AND DIFFUSER FROM NEW VERTICAL MECH EQUIPMENT TO NEW SPACE
- ACTIVE PLAN CHECKS WILL EXPIRE IF PERMIT IS NOT PULLED WITHIN ONE YEAR OR AN INSPECTION OCCURS EVERY 180 DAYS OF PLAN APPROVAL FROM BUILDING AND SAFETY UNLESS AN EXTENSION IS PT.
- WALLS THE GRADE SHALL SLOPE A MIN OF 6" IN THE FIRST 10'.
- CONSTRUCTION AND DEMOLITION (C&D) PLAN IS REQUIRED PRIOR TO ISSUANCE OF PERMIT.

FLOOR PLAN NOTES:

- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN AND BRING ANY DISCREPANCIES TO THE ARCHITECT'S ATTENTION FOR ACTION AND/OR CLARIFICATION.
- EXTERIOR LATH- PROVIDE TWO LAYERS OF GRADE TO BUILDING PAPER STUDS AT EXTERIOR LOCATIONS PER CGC 2500.6.
- 2 X STUD WALL
- LINE OF EXISTING HOUSE
- NEW WALLS SHOWN SHADED
- NON BEARING WALL TO BE REMOVED
- NEW 2'-0"x4'-0" SKYLIGHT, BRITOLITE, ICC NO. ER-2469, ROUGH OPENING 22.25'X46.25', INSTALL BETWEEN RAFTERS

WANG RESIDENCE
5086 OVALO
LAGUNA WOODS, CA

DATE
20 JUNE 2018

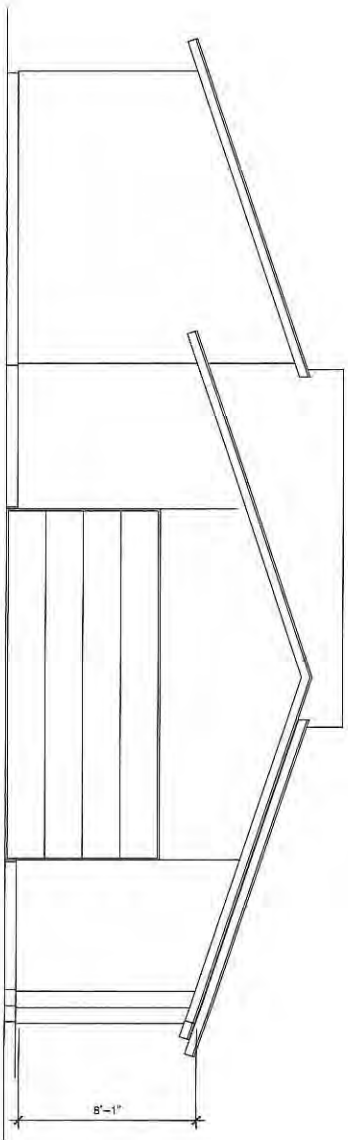
REVISIONS



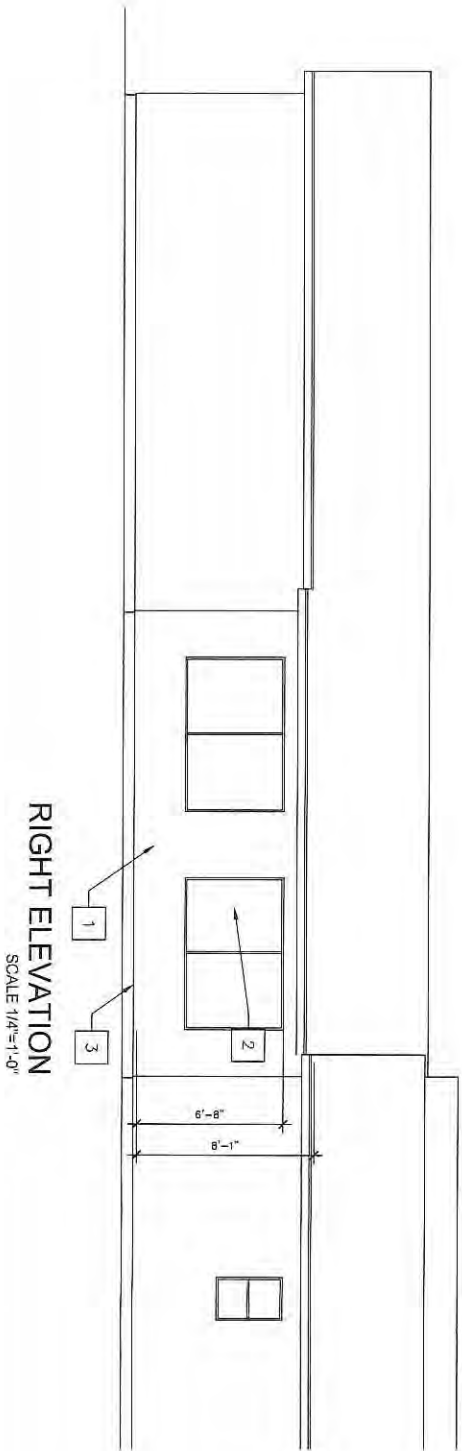
A1

MARK NOBLE
ARCHITECT

RICHARD SMITH
WEST COAST



FRONT ELEVATION
SCALE 1/4"=1'-0"



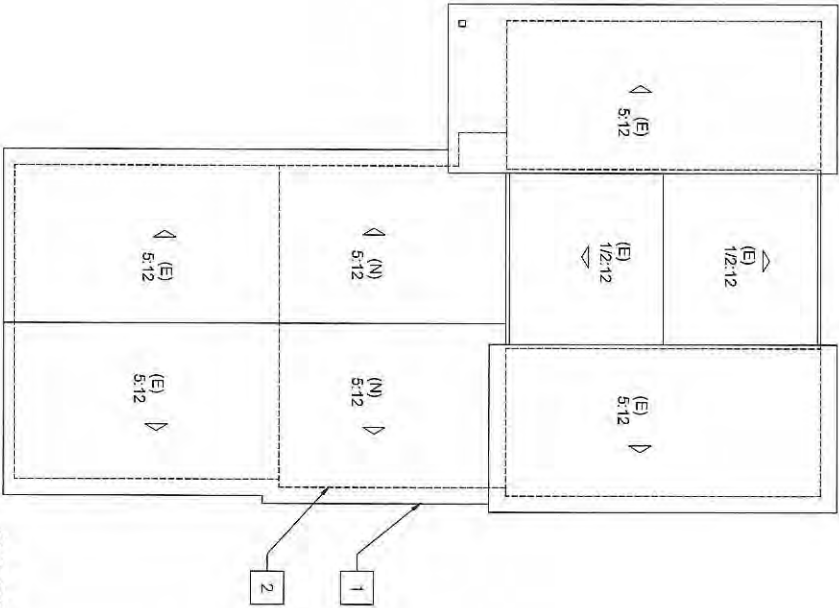
RIGHT ELEVATION
SCALE 1/4"=1'-0"

ROOF NOTES

- 1 ROOF MATERIAL: CLASS 3 CONG TILE ROOFING PER ASSOCIATED STANDARD
 - 2 PROVIDE MINIMUM 26 GA GALV METAL FLASHING AT ALL EDGES, VAULTS AND ROOF TO WALL CONDITIONS
- 1 EDGE OF ROOF
2 EDGE OF BUILDING BELOW

ELEVATION NOTES

- 1 EXTERIOR PLASTER (STUCCO) WITH FINISH TO MATCH EXISTING-- 7/8" MIN THICK 3-COAT
- 2 WINDOW/DOOR PER PLAN
- 3 26 GAUGE (MIN) GALV WEEP SCREED



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

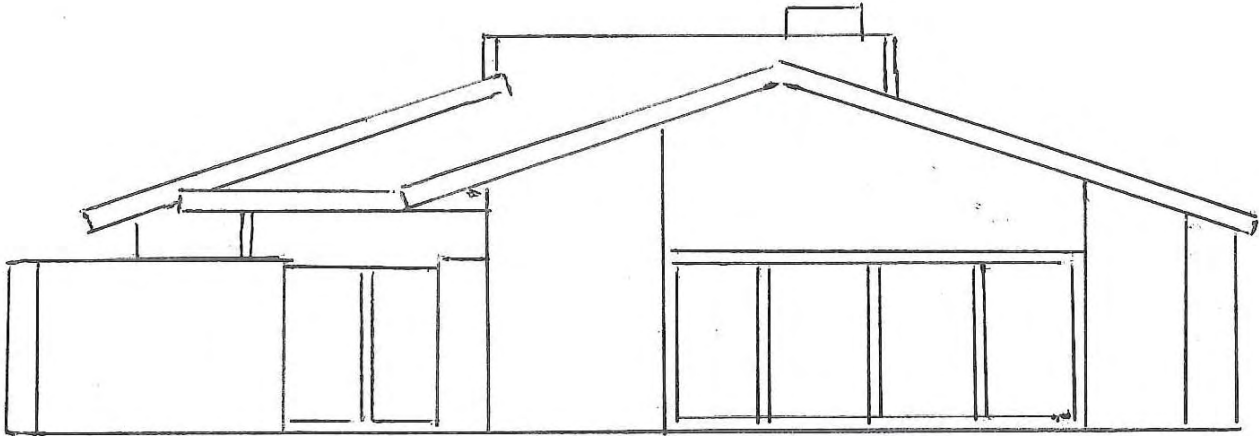
WANG RESIDENCE
5086 OVALO
LAGUNA WOODS, CA

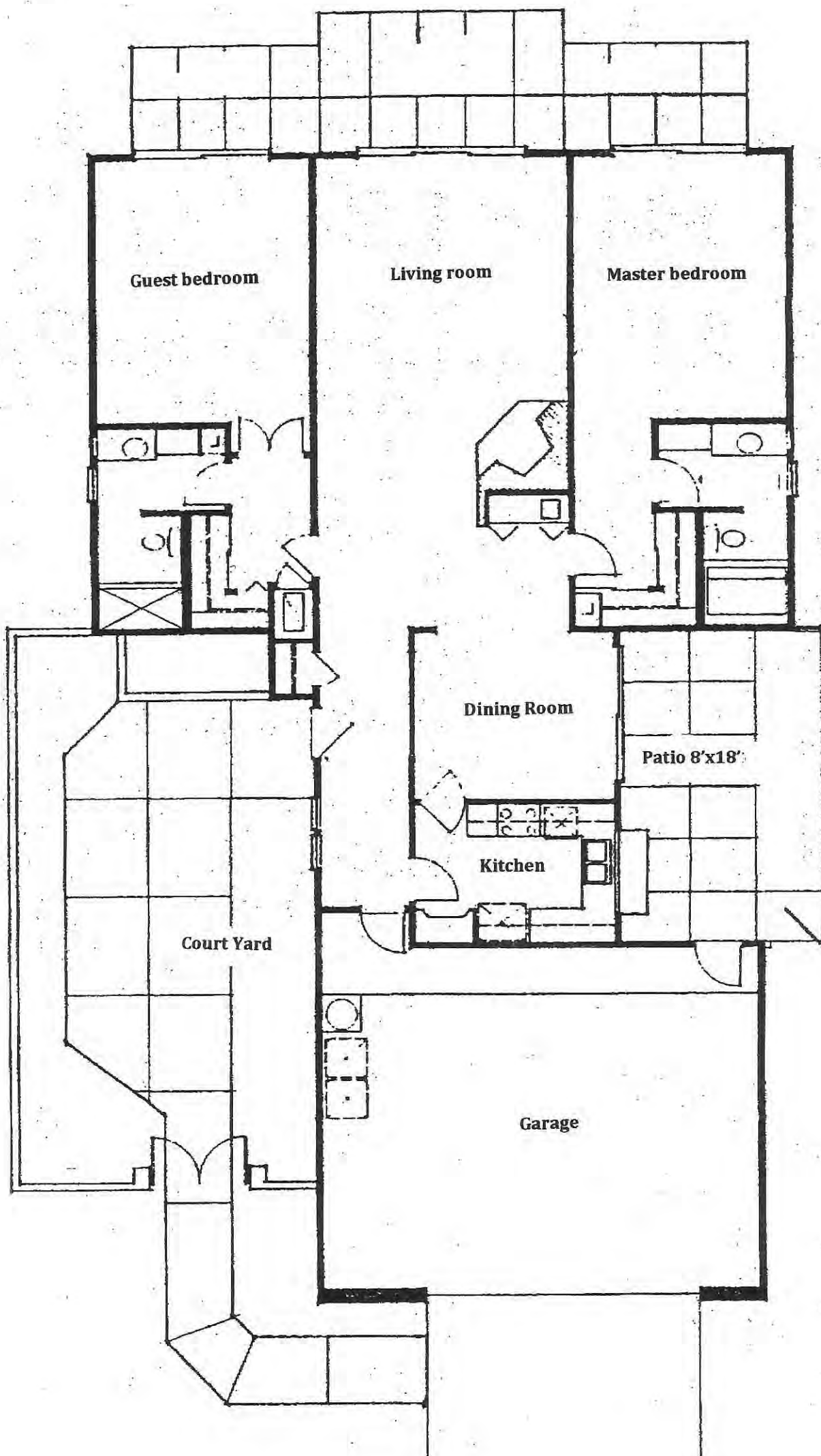
DATE
20 JUNE 2018

REVISIONS



Front Elevation



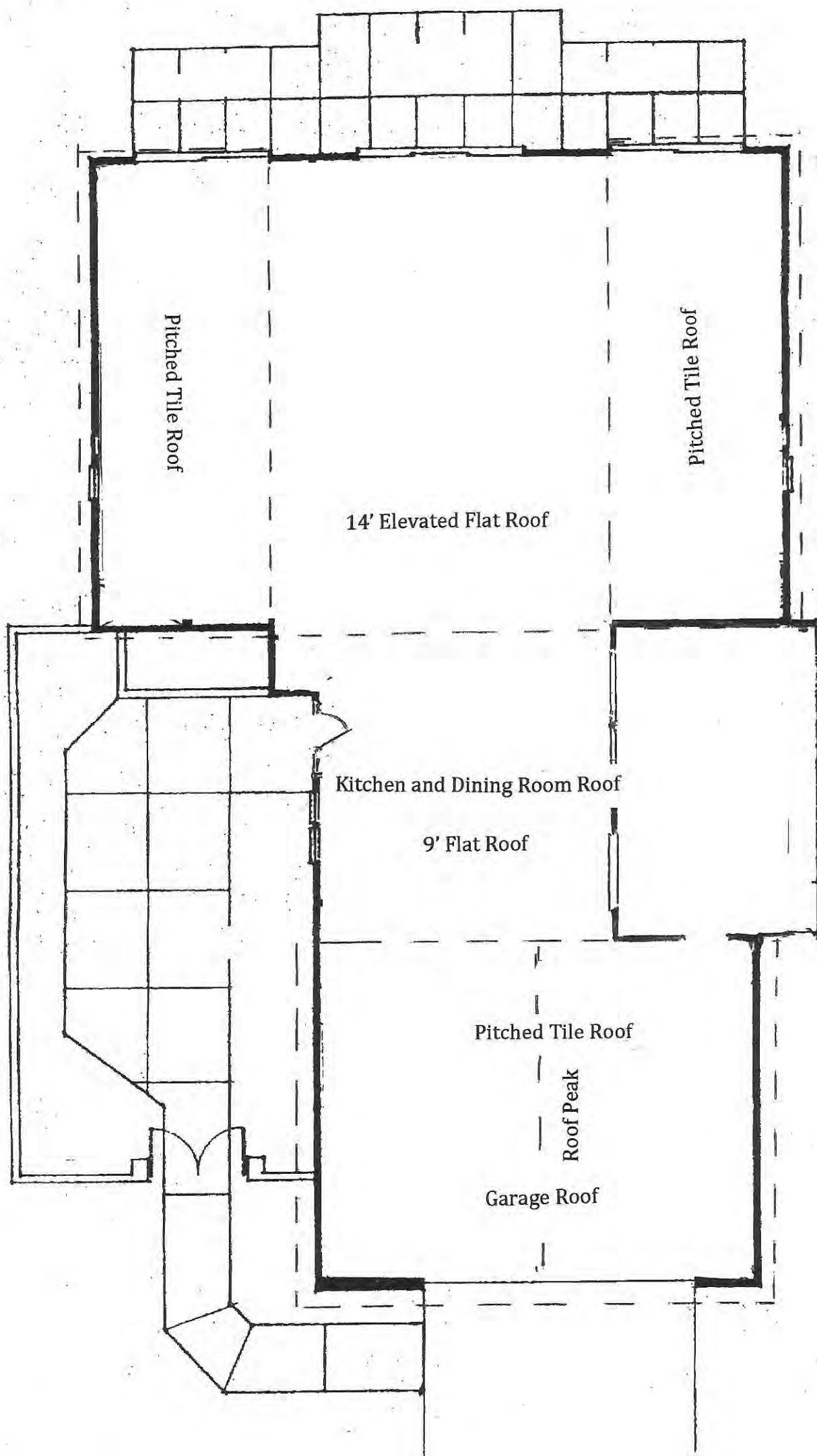


Existing Floor Plan

Wang Project
5086 Ovalo
Villa Reposa Model

Contractor: Richard Smith
West Coast Remodel, Inc.

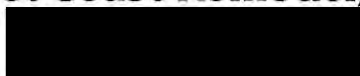
Scope of Work: Remove the existing flat roof over the kitchen, Dining room and entry. Extend the kitchen and dining room on to the patio footprint and add 2 windows (one for the dining room and one for the kitchen). Build a roof to match the pitch and material of the garage roof and create a cathedral ceiling in the kitchen, dining room and entry area. Also, remove the front door and add a new front door with 2 side lights.

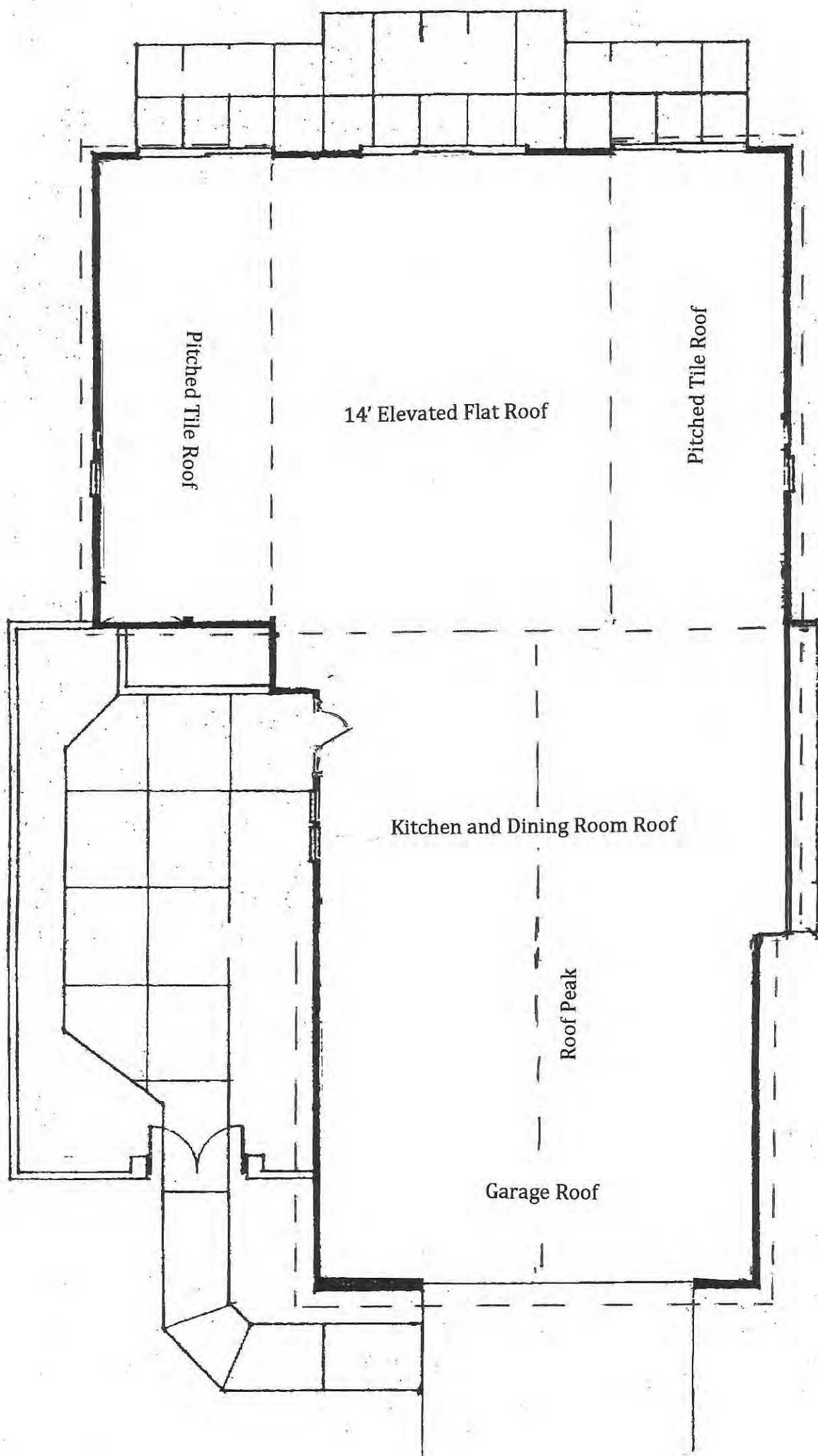


Existing Roof Lines

Wang Project
 5086 Ovalo
 Villa Reposa Model

Contractor: Richard Smith
 West Coast Remodel, Inc.





Proposed Roof Lines

Wang Project
 5086 Ovalo
 Villa Reposa Model

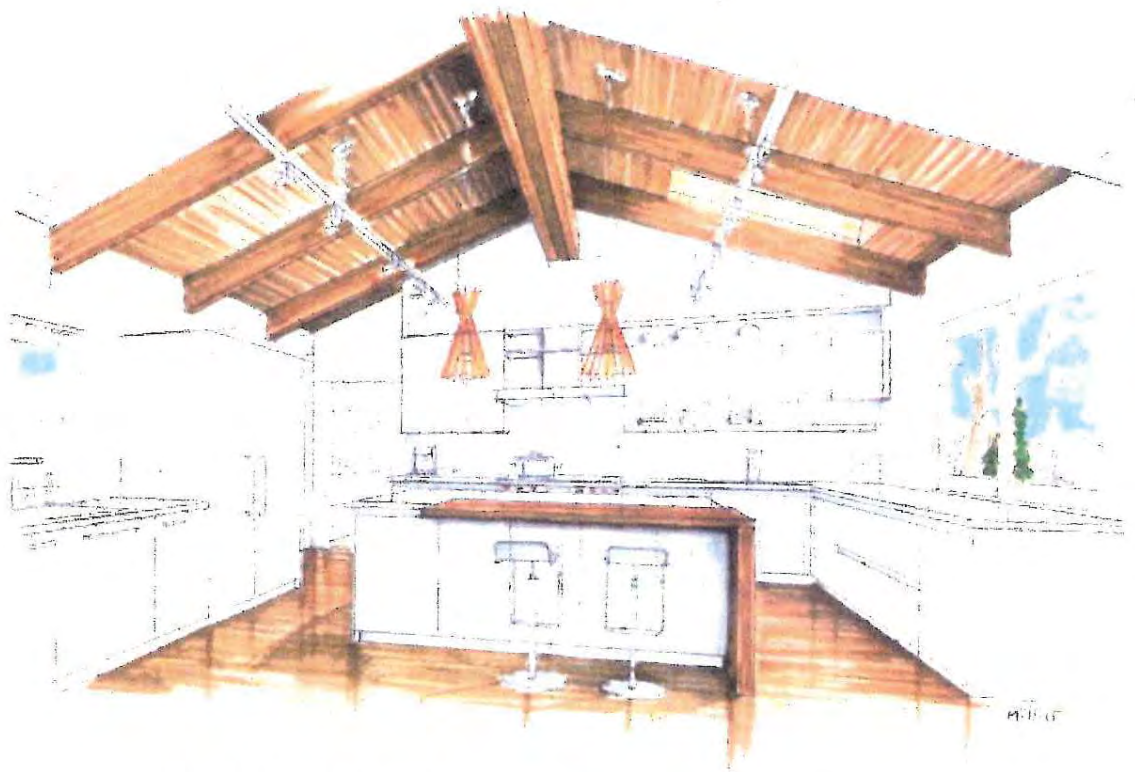
Contractor: Richard Smith
 West Coast Remodel, Inc.



Existing flat roof to be eliminated and build new roof to match the existing garage roof line and materials.

Garage





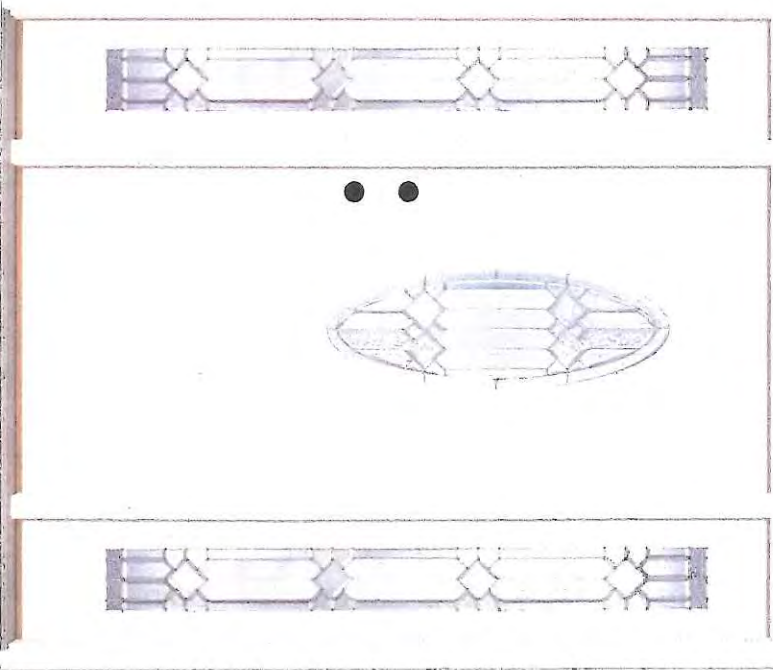
Vaulted Ceiling in the kitchen/dining room

From: **Richard Smith** westcoastremodel@me.com
Subject: Front door
Date: May 24, 2018 at 3:07 PM
To: westcoastremodel@me.com



Expand front door from existing 36" single door to 36" single front door with a 12" side light on each side of the door totaling 65" wide including the frame

[Home](#) / [Doors & Windows](#) / [Exterior Doors](#) / [Front Doors](#) / [Fiberglass Doors](#) / [Doors With Glass](#)
Model # 182191-3B4 Internet #203126142



New Front door design

[Share](#) [Save to Favorites](#) [Print](#)

Feather River Doors

67.5in.x81.625in. Mission Pointe Zinc 3/4 Oval Lt Unfinished Smooth Right-Hd Fiberglass Prehung Front Door w/ Sidelights

★★★★☆ (37) [Write a Review](#) [Questions & Answers \(38\)](#)

- Fiberglass construction prevents dings and scratches
- Polyurethane insulation inside for increased energy efficiency
- 3-pane glass allows plenty of light to shine through

\$1126⁸² /each



MANOR # 5086

☐ ULWM☒ TLHM

Variance Request Form

SA 21259706

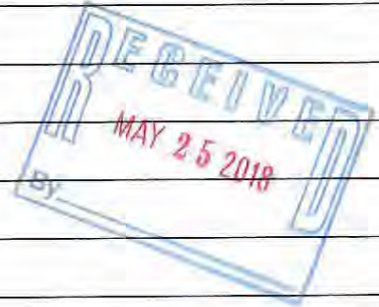
Model: Villa Reposa	Plan: CIRA	Date: 5/24/2018
Member Name: Chin-Hou Wang	Signature: <i>Chin-Hou Wang</i>	
Phone: [REDACTED]	E-mail: [REDACTED]	
Contractor Name/Co: Richard Smith	Phone: [REDACTED]	E-mail: [REDACTED]
Owner Mailing Address: (to be used for official correspondence) [REDACTED]		

Description of Proposed Variance Request ONLY:

Remove the existing flat roof over the kitchen, dining room and entry. Extend the kitchen and dining room on to the patio footprint and add 2 windows (one for the dining room and one for the kitchen). Build a new roof to match the pitch and the material of the garage roof and create a cathedral ceiling in the kitchen, dining room and entry area. Also, remove the front door and add a new front door with 2 side lights.

Dimensions of Proposed Variance Alterations ONLY:

Room extension 8'x18' 7'x18' Dining room window 7'x3'6"
 Roof height at peak 13' Total area for new roof 30'x18'
 Kitchen window 7'x3'6" Total area for front door 5'x6'8"



FOR OFFICE USE ONLY

RECEIVED BY: Abraham B DATE RECEIVED: 5-25-18 Check# 77904 BY: West Coast Remodel Inc

Alteration Variance Request	Complete Submittal Cut Off Date: 5-25-18
Check Items Received: <input checked="" type="checkbox"/> Drawing of Existing Floor Plan <input checked="" type="checkbox"/> Drawing of Proposed Variance <input checked="" type="checkbox"/> Dimensions of Proposed Variance <input checked="" type="checkbox"/> Before and After Pictures <input type="checkbox"/> Other: _____	Meetings Scheduled: Third AC&S Committee (TACSC): <u>6-25-18</u> United M&C Committee: _____ Board Meeting: <u>7-17-18</u> <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other: _____

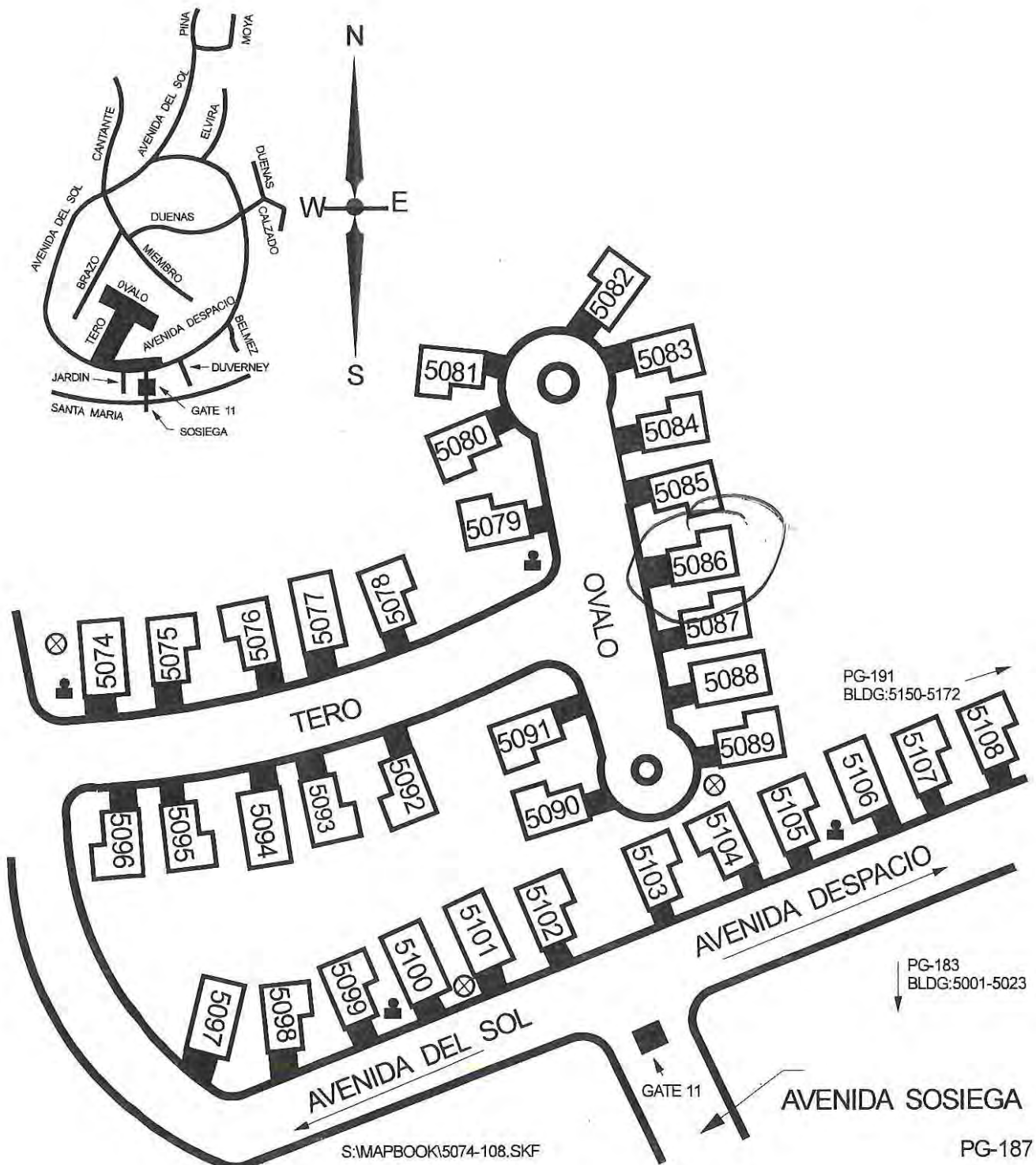
L/R: N/A

BLD: 5074-5108

C/P: N/A

PG-187

3-SMR's: BLDG-5074 , 5089 , 5101

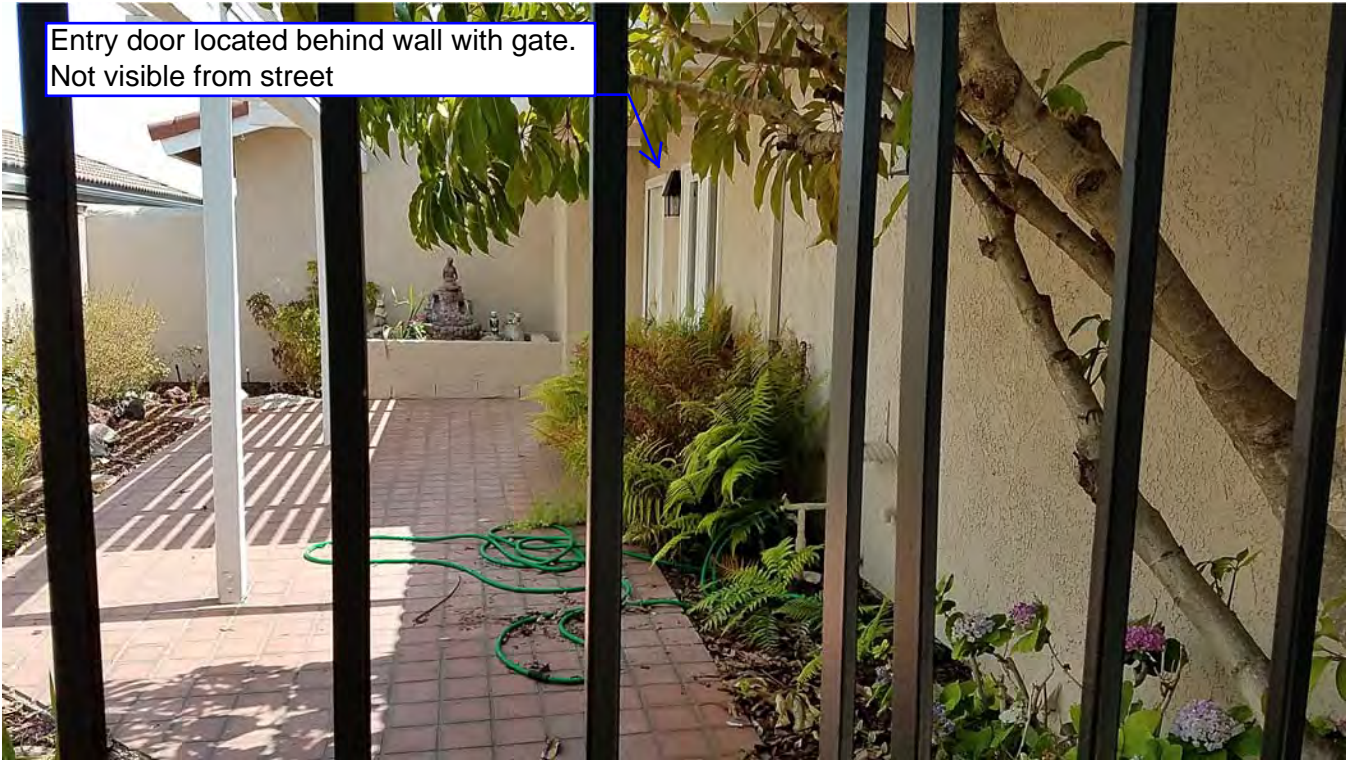


Attachment: 3





Entry door located behind wall with gate.
Not visible from street



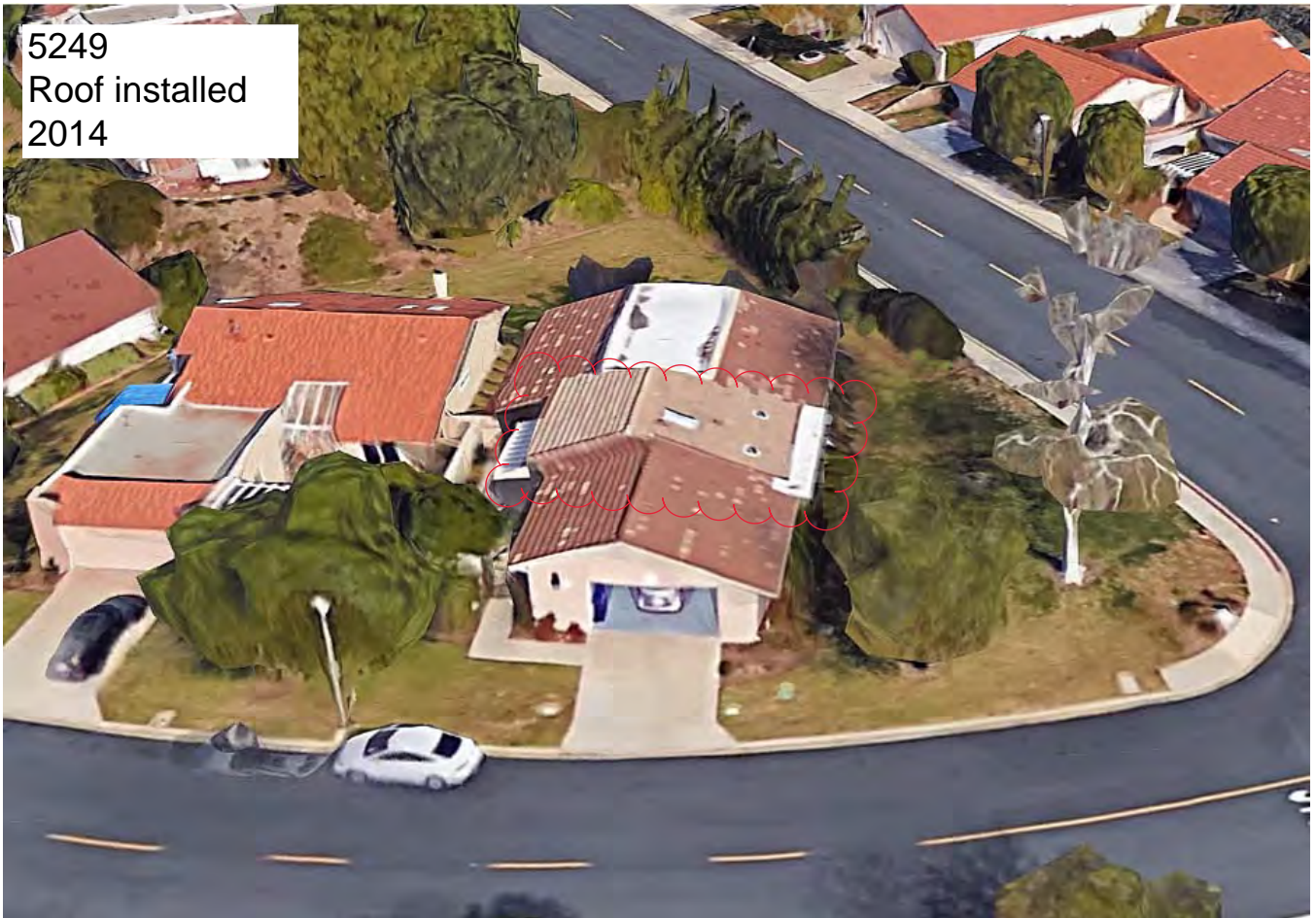
Proposed door
location



Attachment: 4



5249
Roof installed
2014



Attachment: 5





STAFF REPORT

DATE: July 23, 2018
FOR: Architectural Control and Standards Committee
SUBJECT: Variance Request
Ms. Jennifer Hwang of 5422 (San Marco, C12C_2)
Raise Living Room Ceiling above Existing Structural Members

RECOMMENDATION

Staff recommends the Board approve the request to raise the living room ceiling above the existing structural members with the conditions in Appendix A.

BACKGROUND

Ms. Hwang of 5422 Calle Carmenita, a San Marco style unit, is requesting Board approval to alter the existing flat ceiling above the living room area to a vaulted ceiling.

Plans have been provided (Attachment 1).

The unit has an approved room addition (May 2016) with a pitched roof and vaulted ceiling.

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

There is no Mutual Standard on file for raising ceilings above structural members; therefore Board approval is required prior to issuing Mutual Consent.

DISCUSSION

The proposed raised ceiling would take place without changing the existing roof line. The new ceiling would be achieved by removing a portion of the existing trusses and installing new glulam beams with 2 x 14 rafters to provide structural support to the existing roof. Full stamped structural drawings will be required as a condition of approval. A City of Laguna Woods permit will ensure code compliance and structural integrity.

The roof's rafters would be covered with drywall along the unit's interior to create a vaulted ceiling, with the interior ceiling height increasing from 11' to 14'. This interior finished surface is intended to match the interior of the previously approved and constructed room addition.

The condominium plan for Unit 5422 designates the roof and structural members as Common Area; this request falls under the parameters outlined in the Policy for Alteration of Attics, Soffits and Suspended Ceilings.

A previous example of a variance request to raise the ceiling is 5098 which was approved by the Board in April 2018 for a Villa Paraisa style unit.

At the time of preparing this report, there are no open Mutual Consents for Unit 5422.

Due to the alteration only affecting the interior of the unit, no Neighbor Awareness Notices were distributed.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 5422.

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, June 20, 2018
Attachment 3: Truss and Rafter Plan
Attachment 4: Map

APPENDIX A

CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

1. No improvement shall be installed, constructed, modified or altered at unit **5422**, ("Property") within the Third Laguna Hills Mutual ("Mutual") unless and until a Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member Owner or Owners ("Member Owner") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
2. A Variance for Unit Alterations has been granted at **5422** for **Raise Living Room Ceiling above Existing Structural Members**, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
3. Prior to the issuance of a Mutual Consent for Unit Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 5422 and all future Mutual members at 5422.
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 "Covenant to Run with the Land" for a proposed improvement that would utilize any portion of the Mutual's Common Area. Prior to the issuance of a Mutual Consent for Unit Alterations, that "Recordable Common Area Agreement" must be filed with the Orange County Clerk/Recorder.
8. A City of Laguna Woods permit is required, which may include the requirement to obtain

clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a Mutual Consent for Unit Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.

9. Prior to the issuance of a Mutual Consent for Unit Alterations, 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.
10. Prior to the issuance of a Mutual Consent for Unit 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.
11. Prior to the issuance of a Mutual Consent for Unit Alterations, the Member Owner shall request a Broadband infrastructure inspection to assure that Mutual property is appropriately identified in order to be addressed during construction.
12. Prior to the issuance of a Mutual Consent for Unit Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "Third Laguna Hill Mutual Color Selections" at Resident Services, located at the Community Center first floor.
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 in place to admit contractors and other invitees.
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 Unit 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. All dumpsters must conform to the Policy for Temporary Containers. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
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 Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
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.

HWANG RESIDENCE
5422 CALLE CARMENITA
LAGUNA WOODS, CA

DATE
15 JUN 2018

REVISIONS



A2

FRAMING PLAN NOTES:

- 1. PROVIDE 4X POSTS AT EACH END OF 4X10 OR LARGER MEMBERS.
- 2. DOUBLE STUDS AT HAS, SINGLE STUD FOR 4X8 OR SMALLER MEMBERS.
- 3. PROVIDE MINIMUM 2X STUDS AT ALL EDGES, VALLEYS AND ROOF TO WALL CONNECTIONS.
- 4. PROVIDE MINIMUM 2X STUDS AT ALL EDGES, VALLEYS AND ROOF TO WALL CONNECTIONS.
- 5. PROVIDE MINIMUM 2X STUDS AT ALL EDGES, VALLEYS AND ROOF TO WALL CONNECTIONS.
- 6. PROVIDE MINIMUM 2X STUDS AT ALL EDGES, VALLEYS AND ROOF TO WALL CONNECTIONS.

SECTION NOTES

- 1. ROOF SHEATHING PER STRUCTURAL DRAWINGS
- 2. ROOF RAFTERS PER STRUCTURAL DRAWINGS
- 3. 2X STUD WALL
- 4. 1/2" GYPSUM BOARD (TYPICAL UNLESS NOTED OTHERWISE)
- 5. INSULATION- R30 AT ROOF, R13 AT EXT WALLS
- 6. CONCRETE SLAB AND FOUNDATION PER STRUCTURAL DRAWINGS

STRUCTURAL CALCS

ROOF RAFTERS
PER 2X14 TR @ 24" O.C.
MAX SPAN 22'-9"

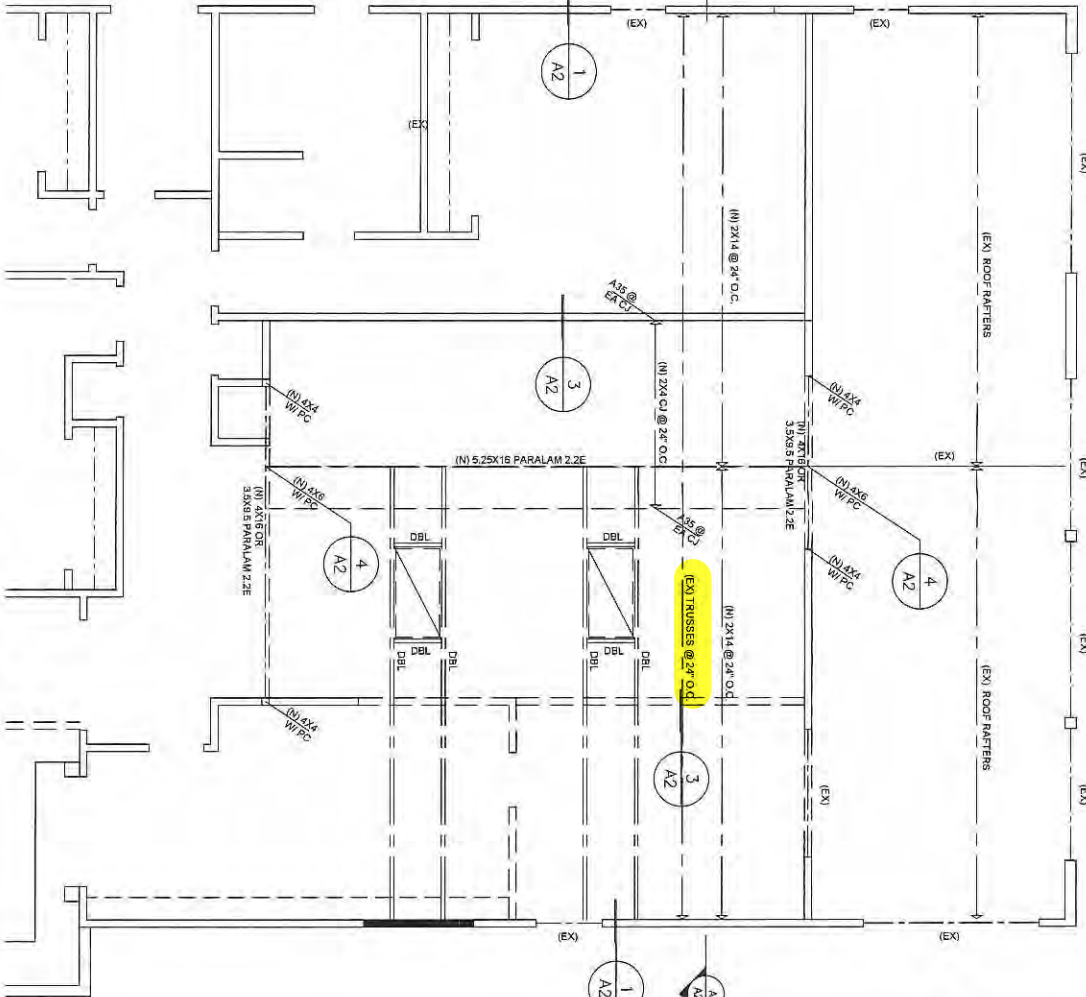
HDS @ RIDGE BM W=7/644/8= 1500
L=8 M=12K S=132 I=253 I_p=6mm⁴ I_x=106
USE 3.5X9 S PARALAM 2.2E

RIDGE BM @ INT W=56/42/2= 735
L=20'0" M=29.3K S=432K I=168K R=7 BK
I_p=4mm⁴ I_x=13K
USE 3.5X19 PARALAM 2.2E

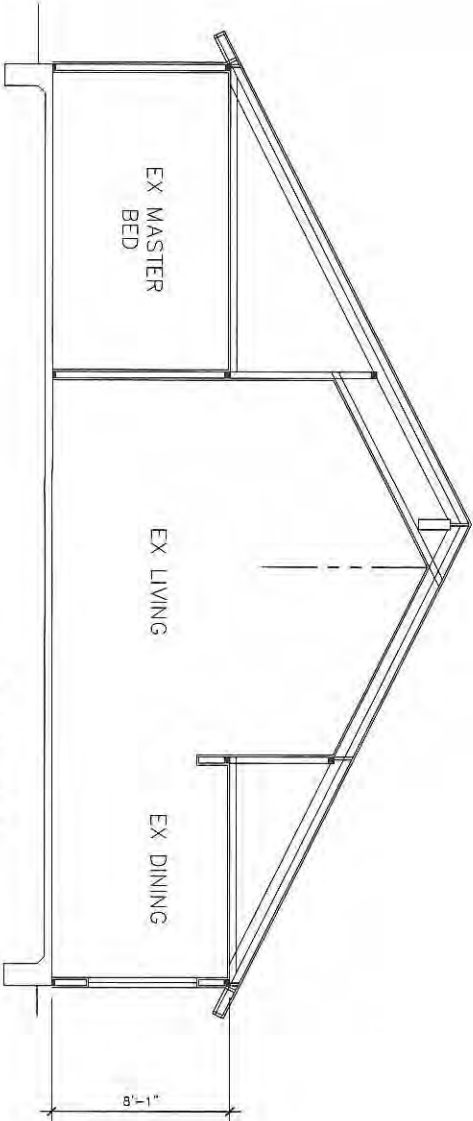
RIDGE BM @ EXT W=55/42/2= 735
L=12' R=4410
USE 3.5X19 PARALAM 2.2E

ROOF NOTES

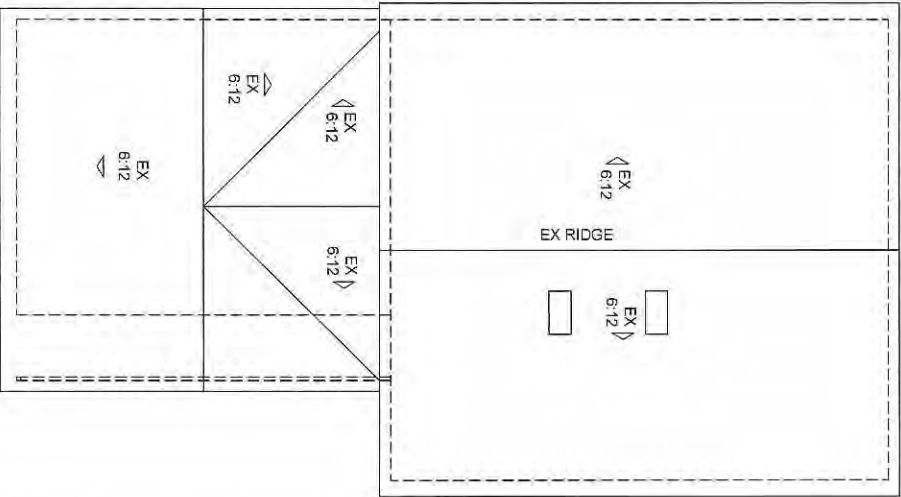
- 1. ROOF MATERIAL-CLASS A FIRE RETARDANT CONC TILE, EAGLE ROOF TILE ESR 2015P
- 2. PROVIDE MINIMUM 26 GA GALV METAL FLASHING AT ALL EDGES, VALLEYS AND ROOF TO WALL CONNECTIONS.
- 3. SKYLIGHT SEE DETAIL



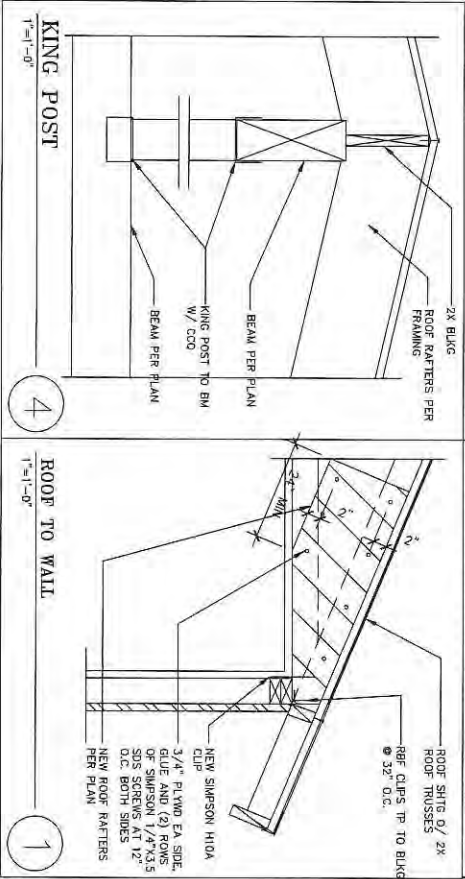
FRAMING PLAN
SCALE 1/4"=1'-0"



SECTION A
SCALE 1/4"=1'-0"



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



1. ROOF TO WALL
2. WALL FRAMING-TYPICAL
3. TRUSS
4. KING POST
SCALE 1"=1'-0"

SLAB PLAN NOTES:

1 EXIST'G FOOTING

2 NEW 36" SQ X 18" D CONC PAD FOOTING AT POST W/ REBAR DOWNLS MIN EX SIDE @ EX SLAB INTO 5/8" DIA X 6' D HOLES W/ SAMPSON EPOXY-101, 100-ES ESR 1286, STEEL INSPECTION REQUIRED.

LIGHTHOUSE
CONSTRUCTION
BRANDON CHEA

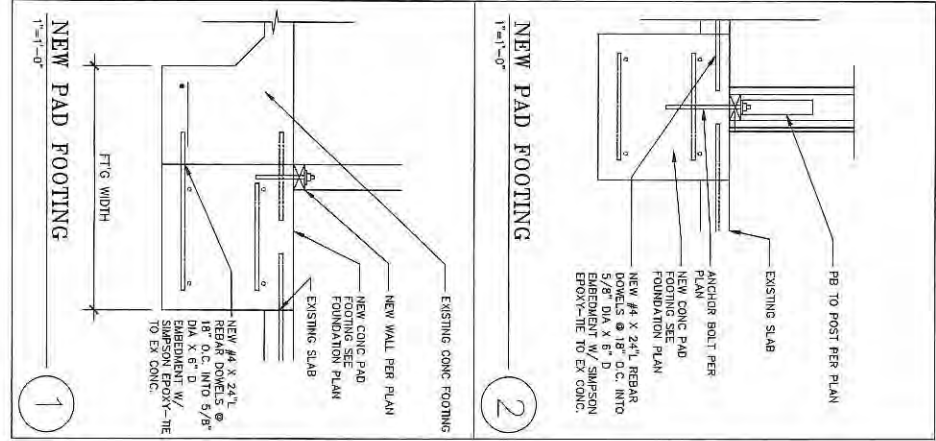
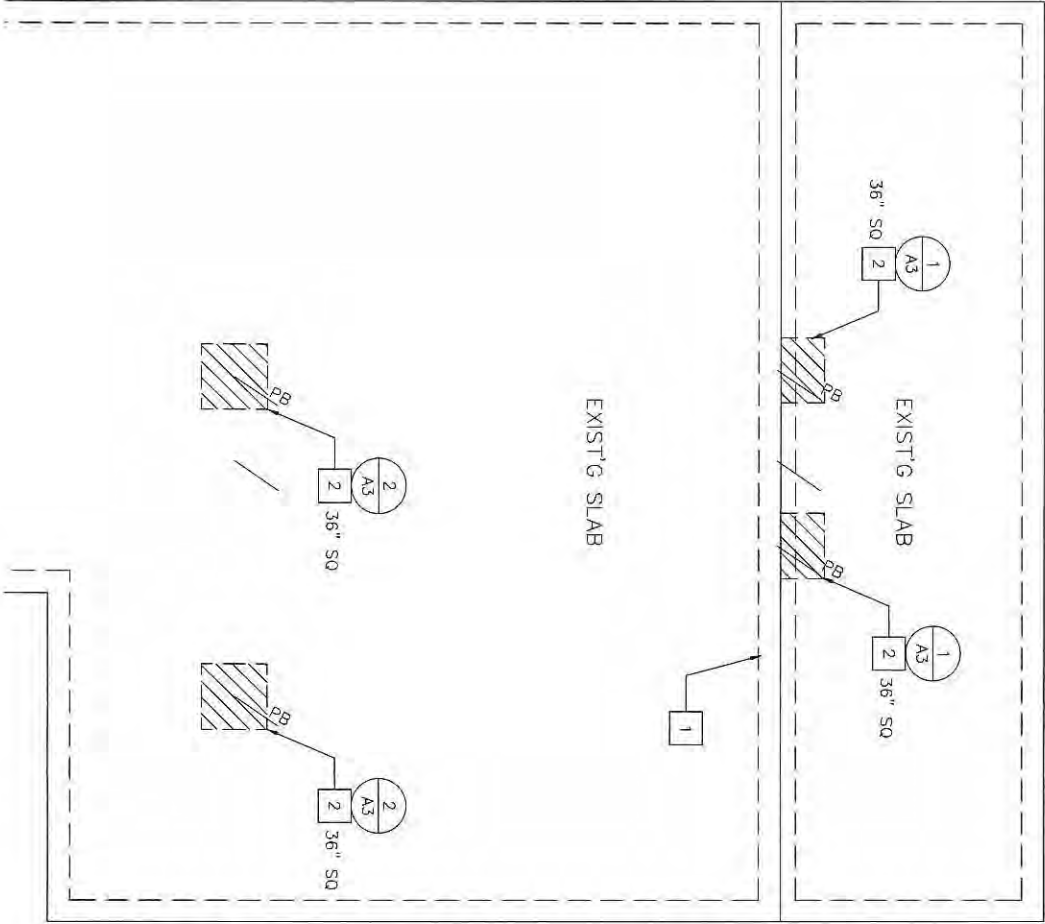
HWANG RESIDENCE
5422 CALLE CARMENITA
LAGUNA WOODS, CA

DATE
15 JUN 2018

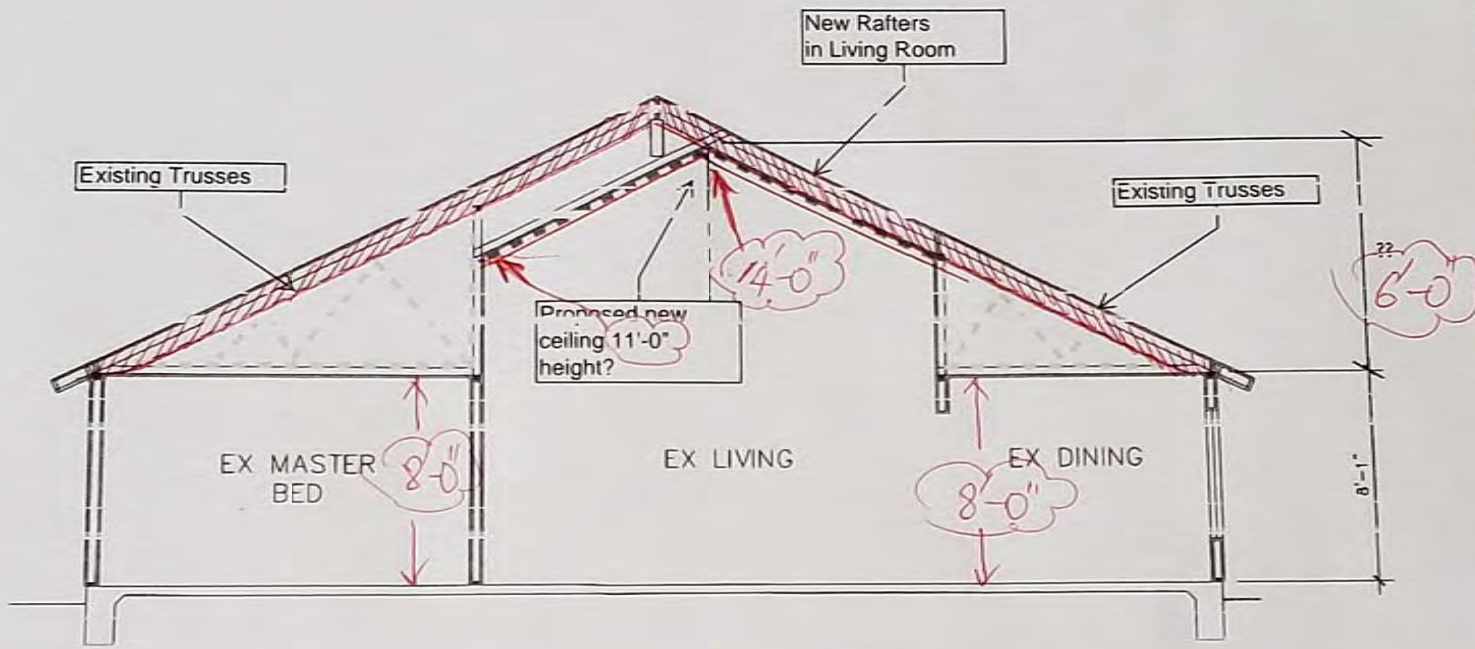
REVISIONS



A3



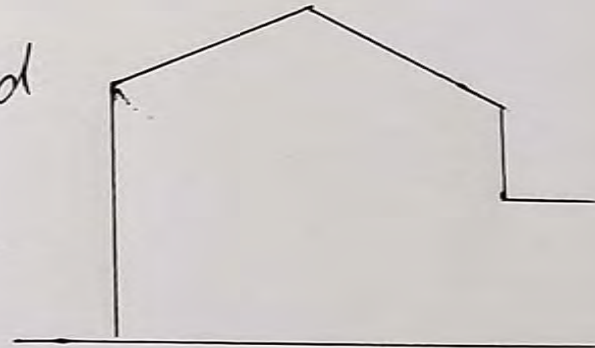
SLAB PLAN
SCALE 1/4"=1'-0"

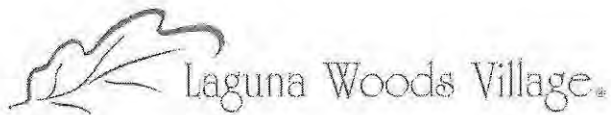


SECTION A

SCALE 1/4"=1'-0"

Ceiling smooth vaulted
Not exposed rafters.



MANOR # 5422☐ ULWM ☒ TLHM

Variance Request Form

SA 21247489

Model: <u>SAN MARCO</u>	Plan: <u>012C-2</u>	Date: <u>6-20-18</u>
Member Name: <u>JENNIFER, HWANG</u>	Signature: <u>[Signature]</u>	
Phone: <u>[REDACTED]</u>	E-mail: <u>[REDACTED]</u>	
Contractor Name/Co: <u>Lighthouse Construction</u>	Phone: <u>[REDACTED]</u>	E-mail: <u>[REDACTED]</u>
Owner Mailing Address: <u>[REDACTED]</u> (to be used for official correspondence)		

Description of Proposed Variance Request ONLY:

Livingroom Rise up ceiling by plan

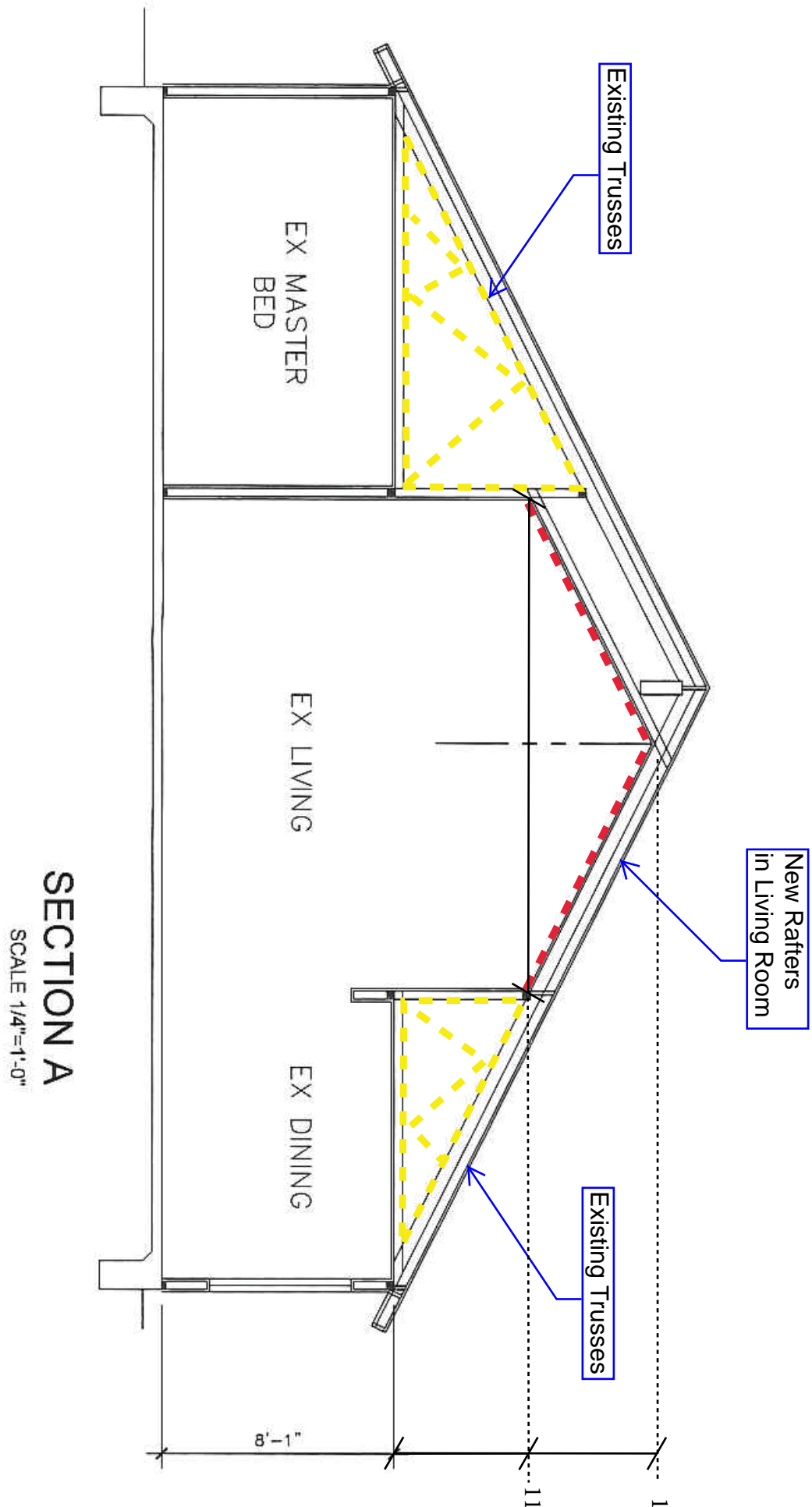
Dimensions of Proposed Variance Alterations ONLY:

~~20' x 15'~~ 23' x 15'

FOR OFFICE USE ONLY

RECEIVED BY: Joe DATE RECEIVED: 6/20/18 Check# 1074451566 BY: Brandon

Alteration Variance Request	Complete Submittal Cut Off Date: <u>6/22/18</u>
Check Items Received: <input type="checkbox"/> Drawing of Existing Floor Plan <input type="checkbox"/> Drawing of Proposed Variance <input type="checkbox"/> Dimensions of Proposed Variance <input type="checkbox"/> Before and After Pictures <input type="checkbox"/> Other: _____	Meetings Scheduled: Third AC&S Committee (TACSC): <u>7/23/18</u> United M&C Committee: _____ Board Meeting: <u>8/21/18</u> <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other: _____



Attachment: 4





STAFF REPORT

DATE: July 23, 2018
FOR: Architectural Control and Standards Committee
SUBJECT: Variance Request
Ms. Linda De Villers of 5583-A (Casa Lorenzo, 12R_13)
Convert Laundry Room to Bathroom, Patio Wall Revision, add Windscreen
and Hot tub

RECOMMENDATION

Staff recommends the Board approve items 1, 2 and 4 below and deny item 3, with the conditions stated in Appendix A.

BACKGROUND

Ms. Linda De Villers of 5583-A, a Casa Lorenzo style unit, is requesting Board approval of a variance to:

1. Convert existing laundry room to bathroom.
2. Increase the height of the left and right elevation walls on the rear patio and add windscreens to both walls.
3. Lower a section of the rear patio wall and add gates.
4. Install a hot tub on the rear patio.

Laundry rooms are standard in the Casa Lorenzo models. There are no Mutual Standards in place for the additional toilet.

The original rear patio measured 40'6" wide by 4' long. A Mutual Consent for a slab revision was issued in 1982 that extended the length of the patio by 5'6" on the left elevation and 3' on the right elevation so the patio length was consistent. At the same time, a 2'-3' tall slump stone wall was added to surround the patio slab with the same Mutual Consent. Later in 1982, a patio cover was installed over the entire rear patio via Mutual Consent

In 1986, approval was given to install a glass windscreen to enclose a portion of the patio, measuring 20'3" wide by 9'6" long which is behind the dining and living room. There were no land use agreements used at the time of the alterations.

The proposed alterations on the rear patio will take place on the same footprint as the existing extended patio. Plans have been provided of the above-mentioned items (Attachment 1).

There are no Mutual Standards in place for the windscreens addition.

The existing Hot tub Standard (Section 43), allows hot tubs to be installed on patios, however the variance request differs from the requirements of this Standard due to the rear patio wall being proposed is less than 5' tall.

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

DISCUSSION

(1) Convert existing laundry room to bathroom: Ms. Villers proposes to remodel the laundry room by moving the existing sink to one side to make room for a new toilet. These modifications are to be accomplished within the footprint of the current laundry room. The new toilet would have a 3" line connected to the existing second bathroom toilet for drainage. Staff recommends approval due to the request being within the footprint of the unit and not creating a negative effect on any neighboring unit.

(2) Increase the height of the left and right elevation walls on the rear patio and add windscreens to both walls: Ms. Villers also proposes to remove the existing patio glass enclosure and raise both the left and right elevation walls to total 5' in height. The walls would have a stucco finish and painted to match the rest of the building. The existing gate on the right elevation would be removed at this time and replaced with the solid stucco wall. A glass partition will be installed above the walls on each side of the patio, filling the area between the wall and patio cover. Staff recommends approval of this alteration based on the secluded location of the alteration and on the condition that the neighboring units on each side of the alteration don't have any concerns with the proposal.

(3) Lower a section of the rear patio wall and add gates: As part of the patio wall revision, Ms. Villers is proposing removing the glass windscreen and lowering a rear section of the wall to reduce the height to 2'0" to match the remainder of the rear wall. Two gates are proposed on the rear elevation that measure 2' wide and would match the 2' tall walls height. The proposed gate located near the center of the patio would be shorter to allow the first line of bricks to cross the gate in order to help drainage. Due to the proposed gates opening onto common area where no current walkway exists, Staff recommends denial of this alteration.

(4) Install a hot tub on the rear patio: Hot tubs are permitted on patios as per Mutual Standard Section 34, however due to privacy concerns a requirement of a 5' tall wall surrounding the hot tub is required by the Standard. Ms. Villers is requesting Board approval to install a hot tub with 5' walls on the left and right sides of the patio, however a 2' wall on the rear elevation. Due to the location of patio's rear wall being adjacent to a steep downward hillside and no line of sight from the street below or other residences, Staff feels the privacy concerns of the Mutual Standard are met.

Staff was unable to find any previous examples of variances for similar alterations within Third Mutual.

As part of the aforementioned alterations the fireplace and chimney will be removed. A condition of approval has been added that prohibits the future reinstallation of a fireplace.

The above alterations on this variance request are part of a planned whole unit remodel that will consist of a kitchen, master and guest bathroom remodel (includes removing soffits and adding skylights in these locations), kitchen wall revision, window modifications, upgrading electrical throughout the unit, new tiles on front and back patio and removal of existing fireplace. These alterations can be processed as an over-the-counter Mutual Consent.

At the time of preparing this report, the Members have not applied for the Mutual Consents for the remodel.

A Neighbor Awareness Notice was sent to Units 5583-B and 5582-B on July 9, 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 5583-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: Variance Request, June 18, 2018

Attachment 3: Photos

Attachment 4: Map

APPENDIX A

CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

1. No improvement shall be installed, constructed, modified or altered at unit **5583-A**, ("Property") within the Third Laguna Hills Mutual ("Mutual") unless and until a Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member Owner or Owners ("Member Owner") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
2. A Variance for Unit Alterations has been granted at **5583-A** for **Convert existing laundry room to bathroom, make patio wall revisions, add windscreen and a hot tub**, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
3. Prior to the issuance of a Mutual Consent for Unit Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 5583-A and all future Mutual members at 5583-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.

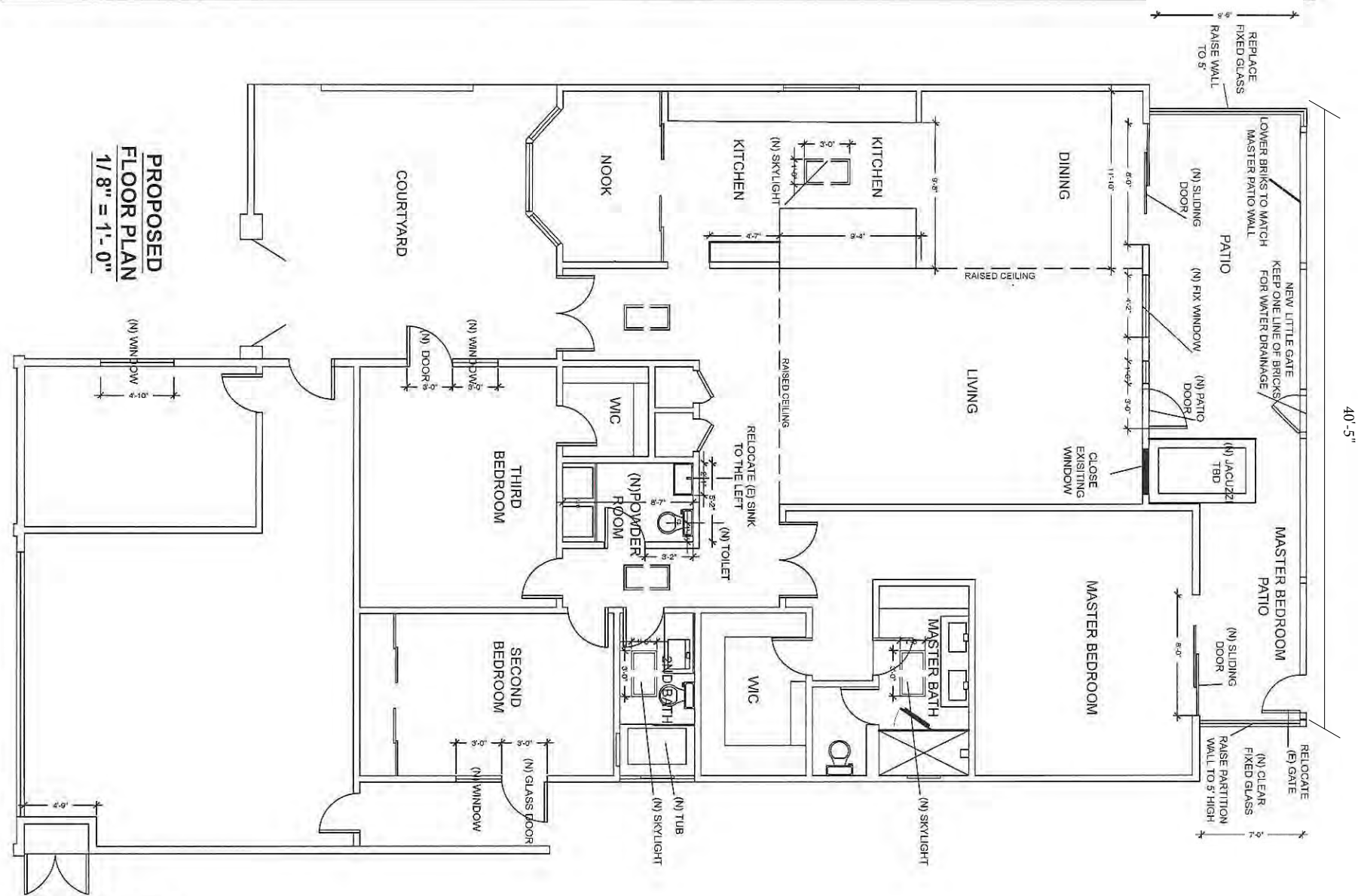
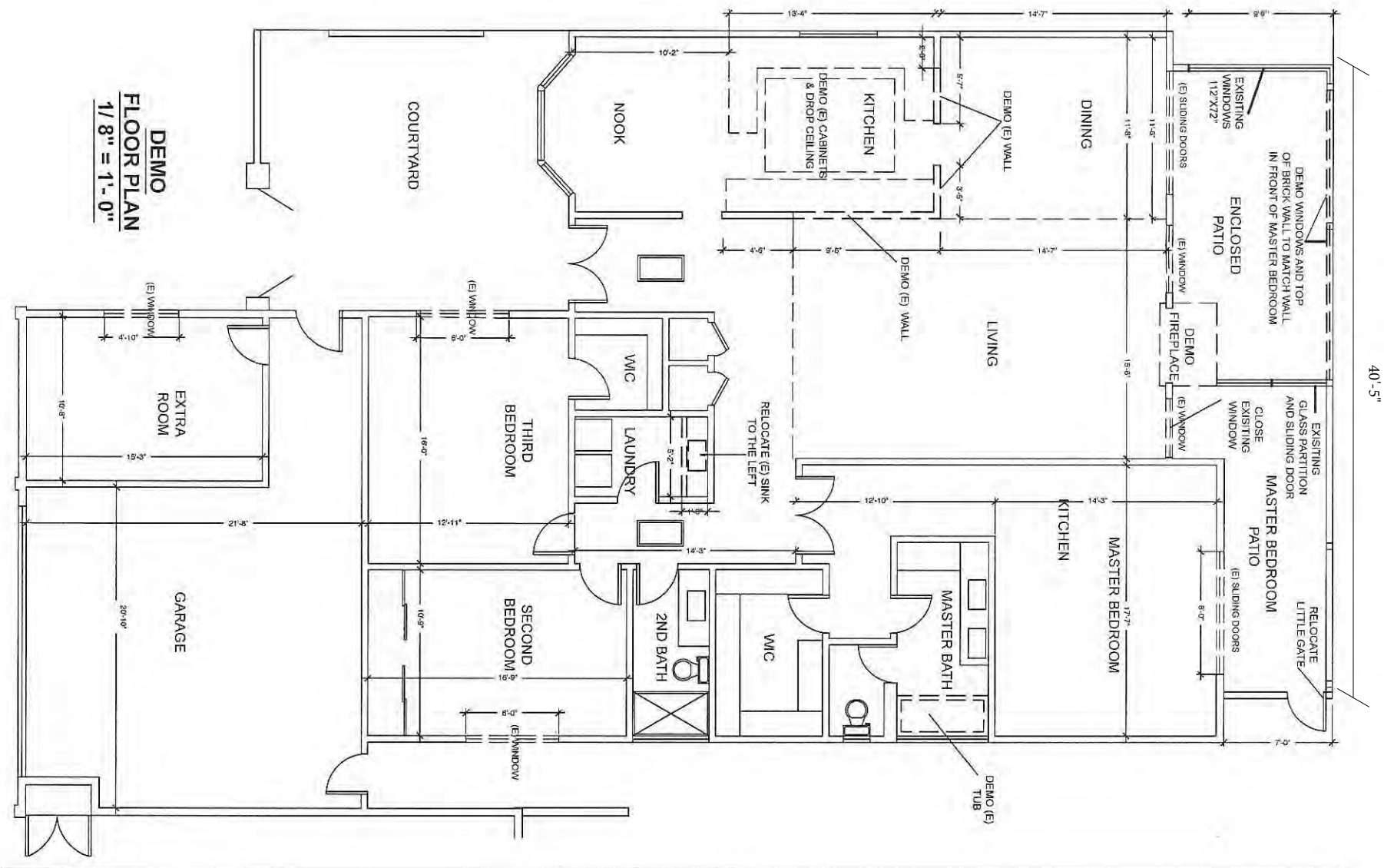
8. Member Owner(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized "Covenant to Run with the Land" for a proposed improvement that would utilize any portion of the Mutual's Common Area. Prior to the issuance of a Mutual Consent for Unit Alterations, that "Recordable Common Area Agreement" must be filed with the Orange County Clerk/Recorder.
9. A City of Laguna Woods permit is required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a Mutual Consent for Unit Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.
10. Prior to the Issuance of a Mutual Consent for Unit Alterations, **the Member Owner must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed.** The inspection will be a chargeable service to the Member/ Owner. Inspection appointments are to be made with Resident Services, by authorized persons only. Findings from the video inspection will be recorded on the chargeable service ticket for Unit Alterations staff to review.
11. Prior to the issuance of a Mutual Consent for Unit 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 Unit Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "Third Laguna Hill Mutual Color Selections" at Resident Services, located at the Community Center first floor.
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

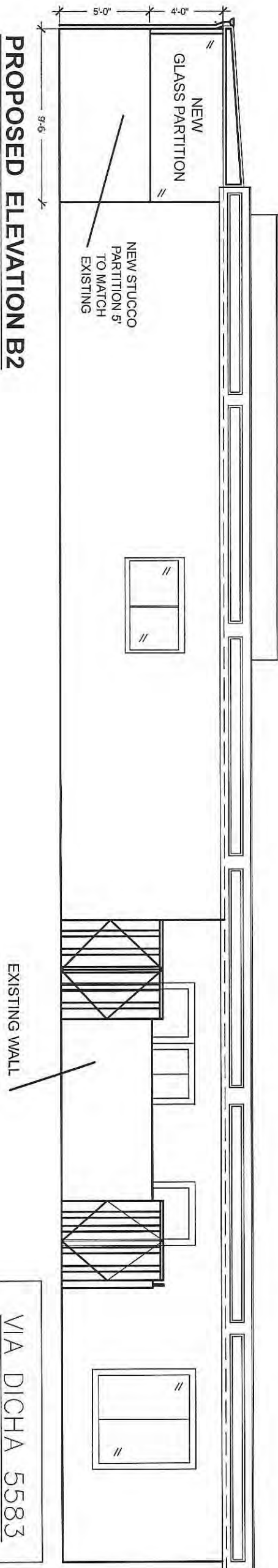
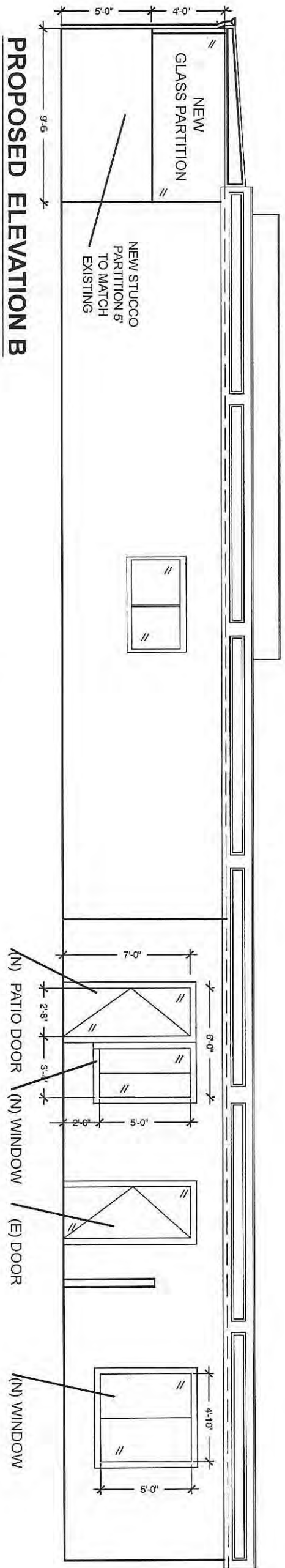
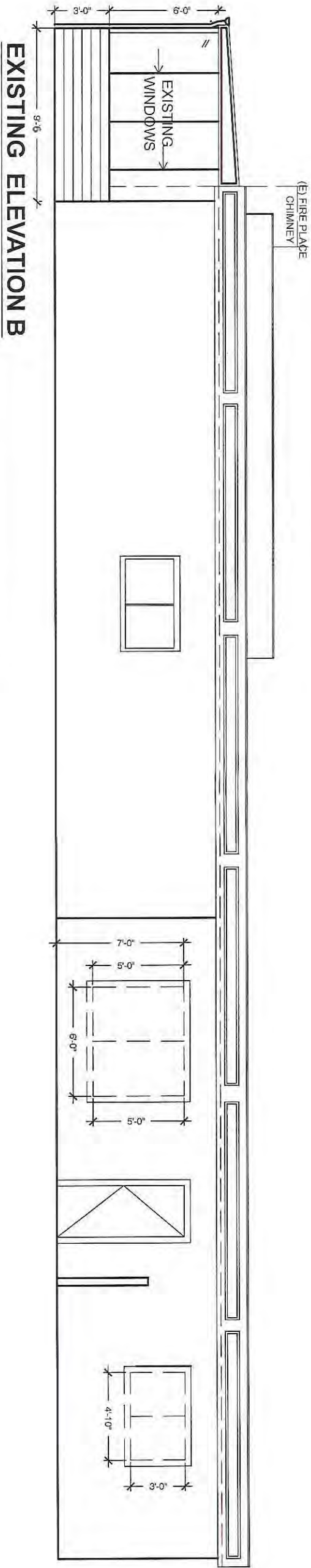
therewith.

16. Member is responsible for following the gate clearance process in place to admit contractors and other invitees.
17. 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.
18. 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.
19. 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.
20. 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.
21. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.
22. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
23. During construction, both the Mutual Consent for Unit Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
24. It is mandatory that no waste or materials associated with the construction be dumped in

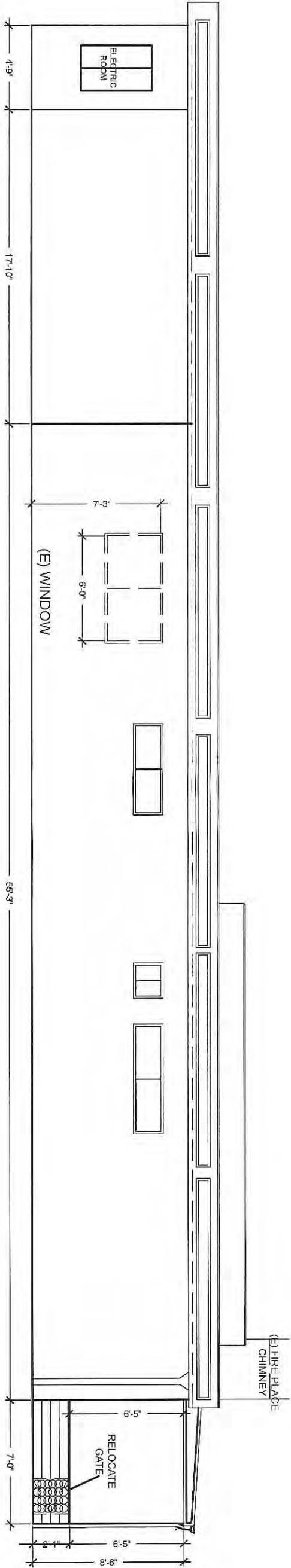
the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.

25. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. All dumpsters must conform to the Policy for Temporary Containers. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
26. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
27. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
28. 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.
29. 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.

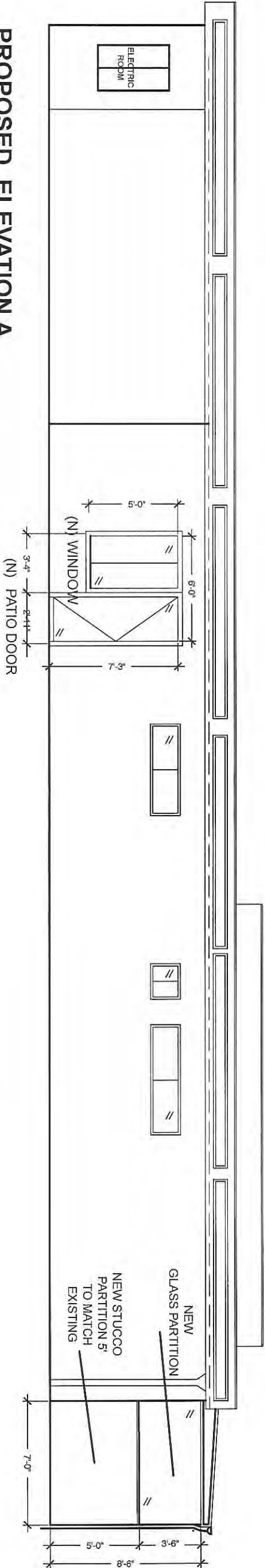




VIA DICHA 5583
LAGUNA WOODS
3/16" = 1'-0"
COSTANZA GUERRINI
BRAVO-DESIGNS

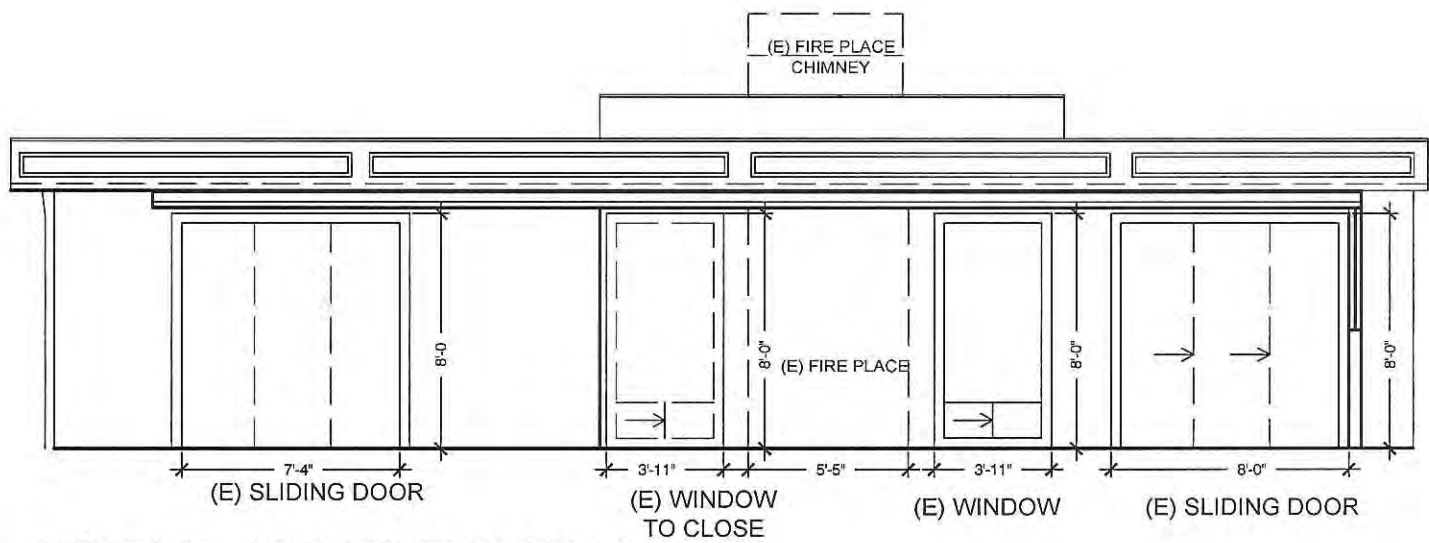


EXISTING ELEVATION A

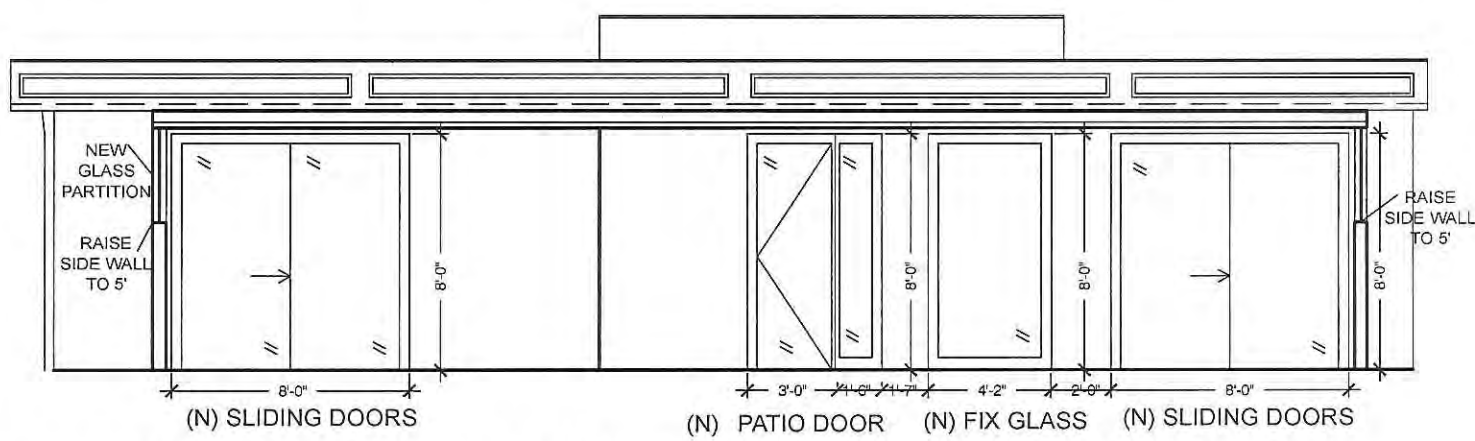


PROPOSED ELEVATION A

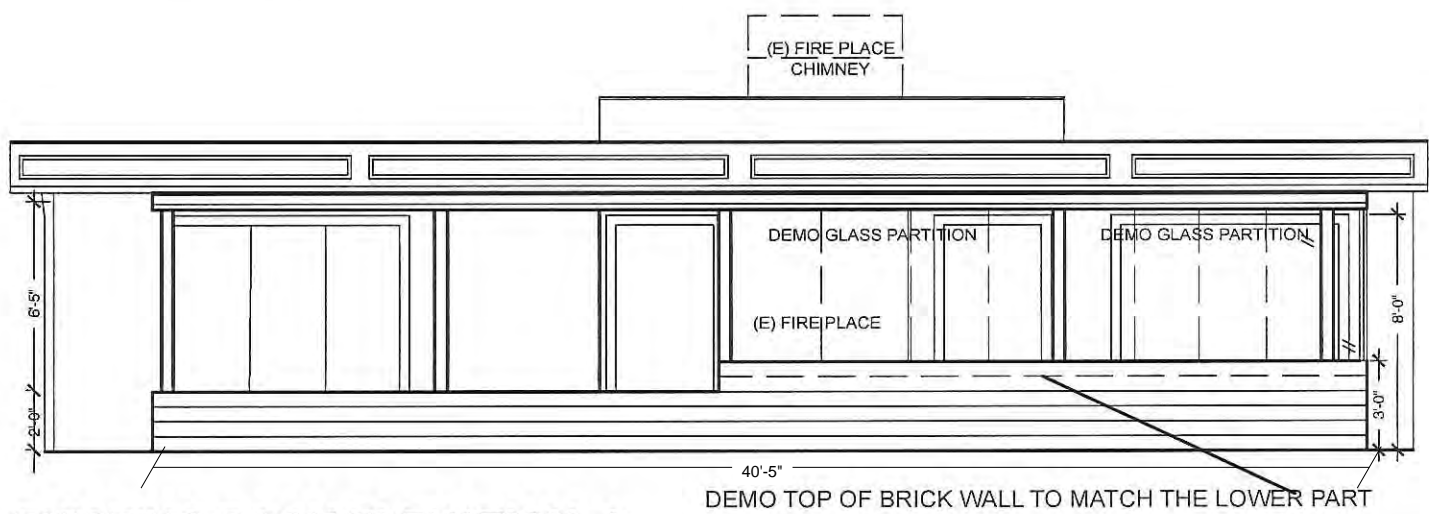
VIA DICHA 5583
LAGUNA WOODS
3/16" = 1' - 0"
COSTANZA GUERRINI
BRAVO-DESIGNS



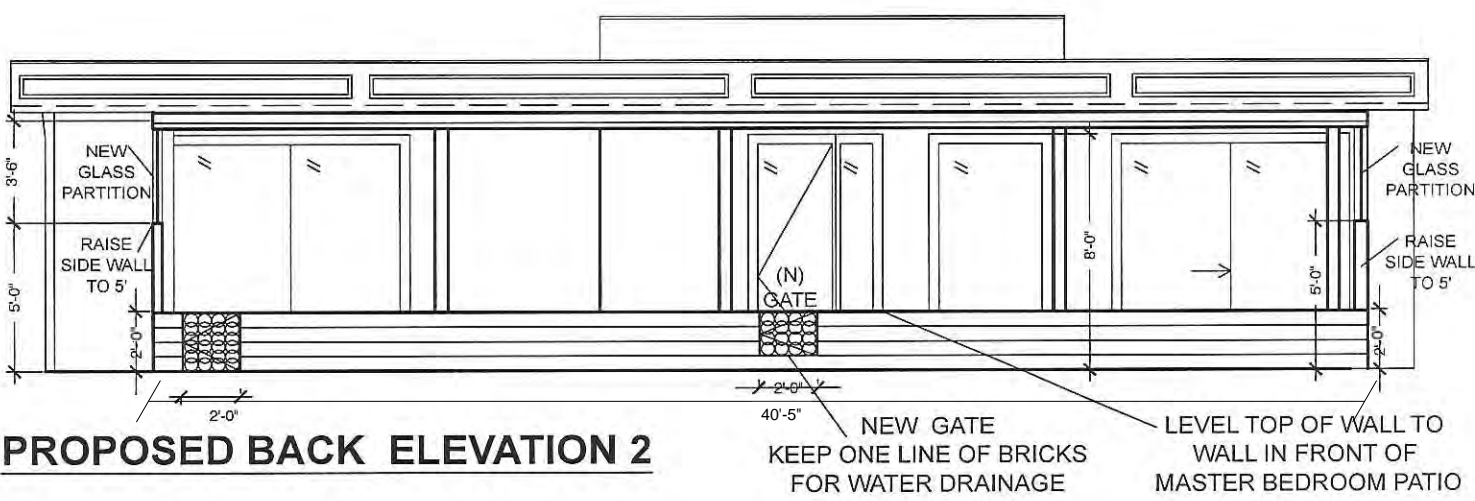
EXISTING BACK ELEVATION 1



PROPOSED BACK ELEVATION 1

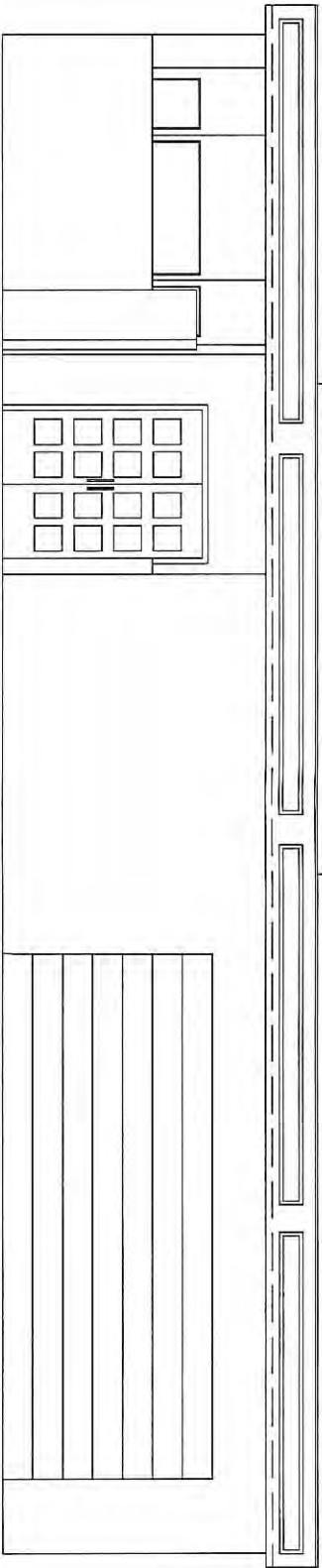


EXISTING BACK ELEVATION 2

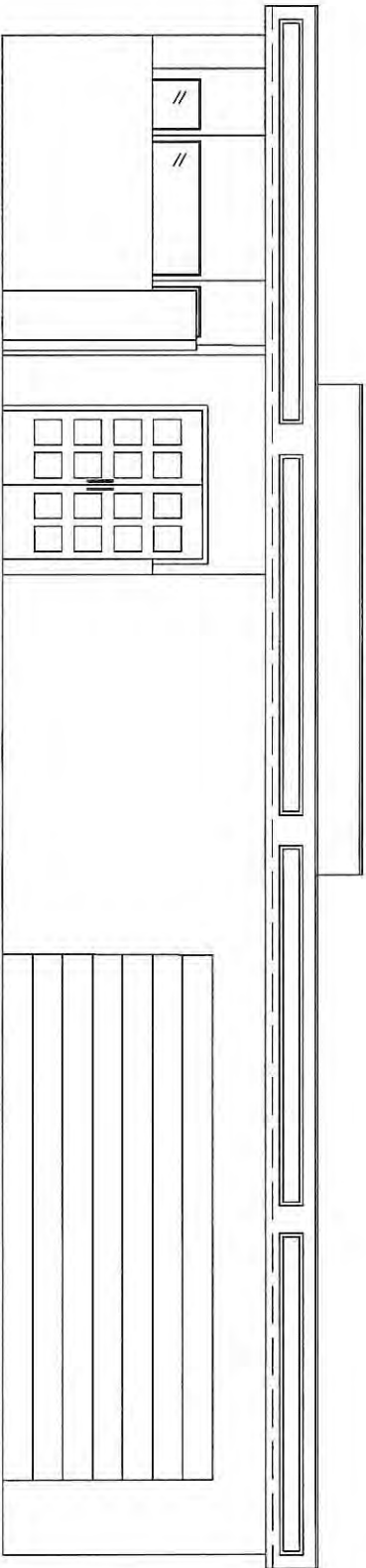


PROPOSED BACK ELEVATION 2

(E) FIRE PLACE
CHIMNEY

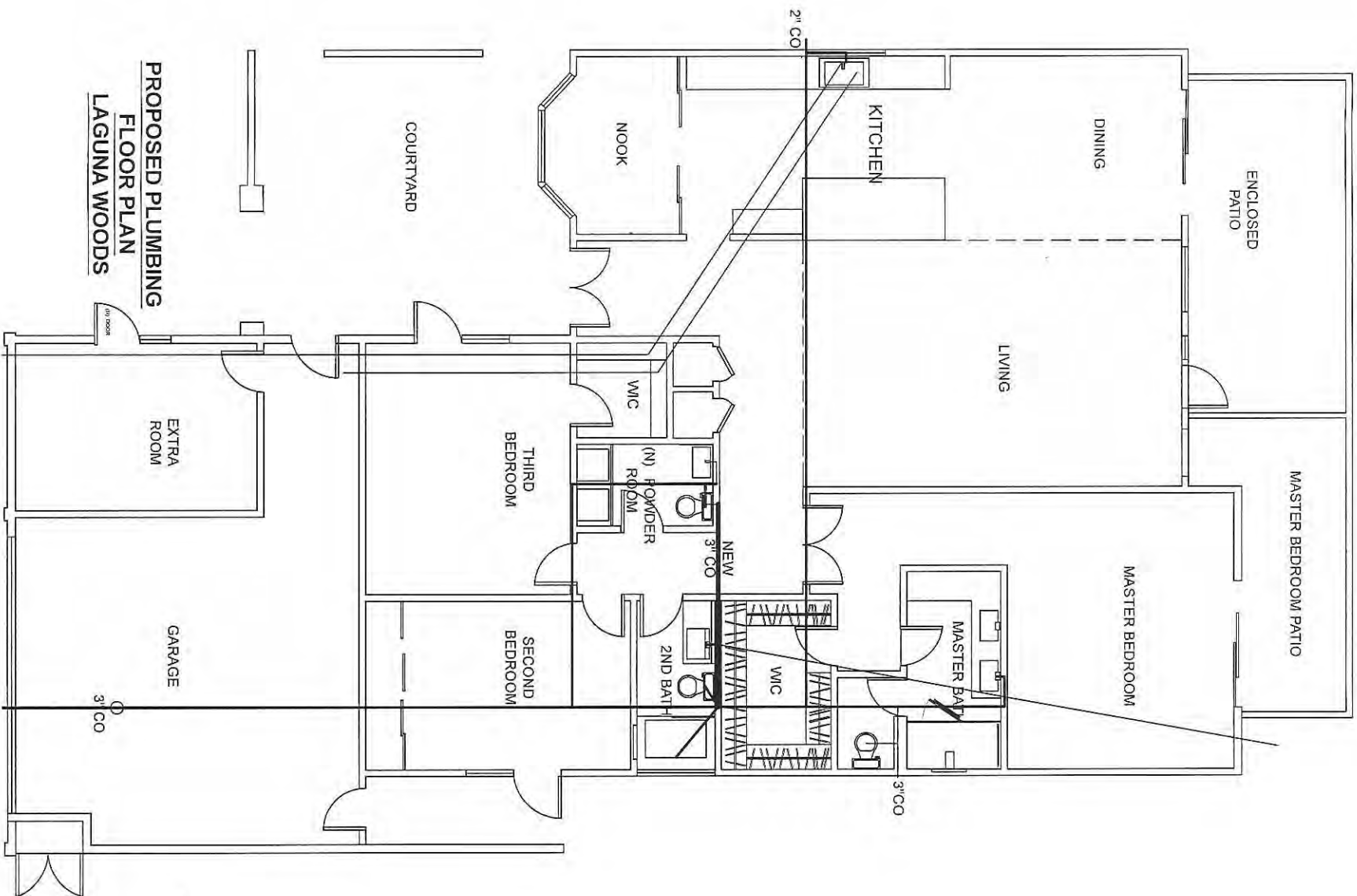
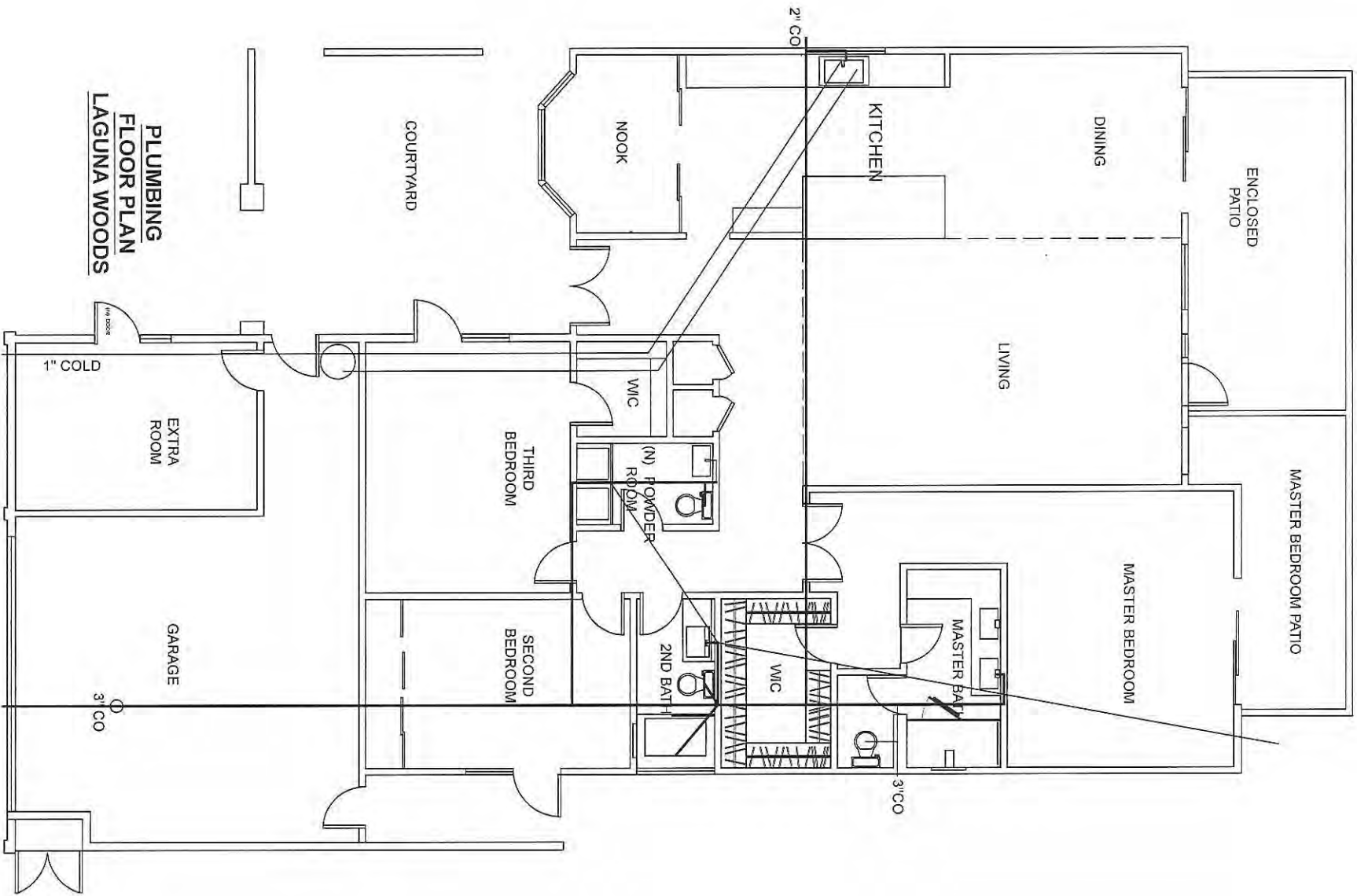


EXISTING FRONT ELEVATION



PROPOSED FRONT ELEVATION

VIA DICHA 5583
LAGUNA WOODS
3/16" = 1'- 0"
COSTANZA GUERRINI
BRAVO-DESIGNS



VIA DICHA 5583 LAGUNA WOODS 1/8" = 1'-0"
COSTANZA GUERRINI BRAVO-DESIGNS

Member Name:

Linda De Villers

Signature

Linda De Villers

Photo

Owner Mailing Address:

(to)

(since)

5583 A Via Dicha

Proposed Variance Request ONLY:

- Add toilet in laundry room
- Add 5ft stucco wall to side of back patio and
- Add glass partition on top of wall
- Add jacuzzi onto back patio
- Add 2 gates to back wall

Dimensions of Proposed Variance Alterations ONLY:

- Dimension of toilet room 5ft 2" wide by 9ft long
- Dimension of stucco wall right side of house 7' by 5' high
- Dimension of glass partition right side 7' wide by 3' 6" high
- Dimension of stucco wall left side of house 9' 7" wide by 5' high
- Dimension of glass partition left side 9' 7" wide by 4' high
- Dimension of two gates 2' wide by 2' high

RECEIVED BY: Abraham B DATE RECEIVED: 6-18-18 Check# 4299 BY: McFadden Construction

Alteration Variance Request

Complete Submittal Cut Off Date: 6-22-18

Check Items Received:

- X Drawing of Existing Floor Plan
- X Drawing of Proposed Variance
- X Dimensions of Proposed Variance
- X Before and After Pictures

Other: _____

Meetings Scheduled:

Third AC&S Committee (TACSC): 7-23-18

United M&C Committee: _____

Board Meeting: 8-21-18

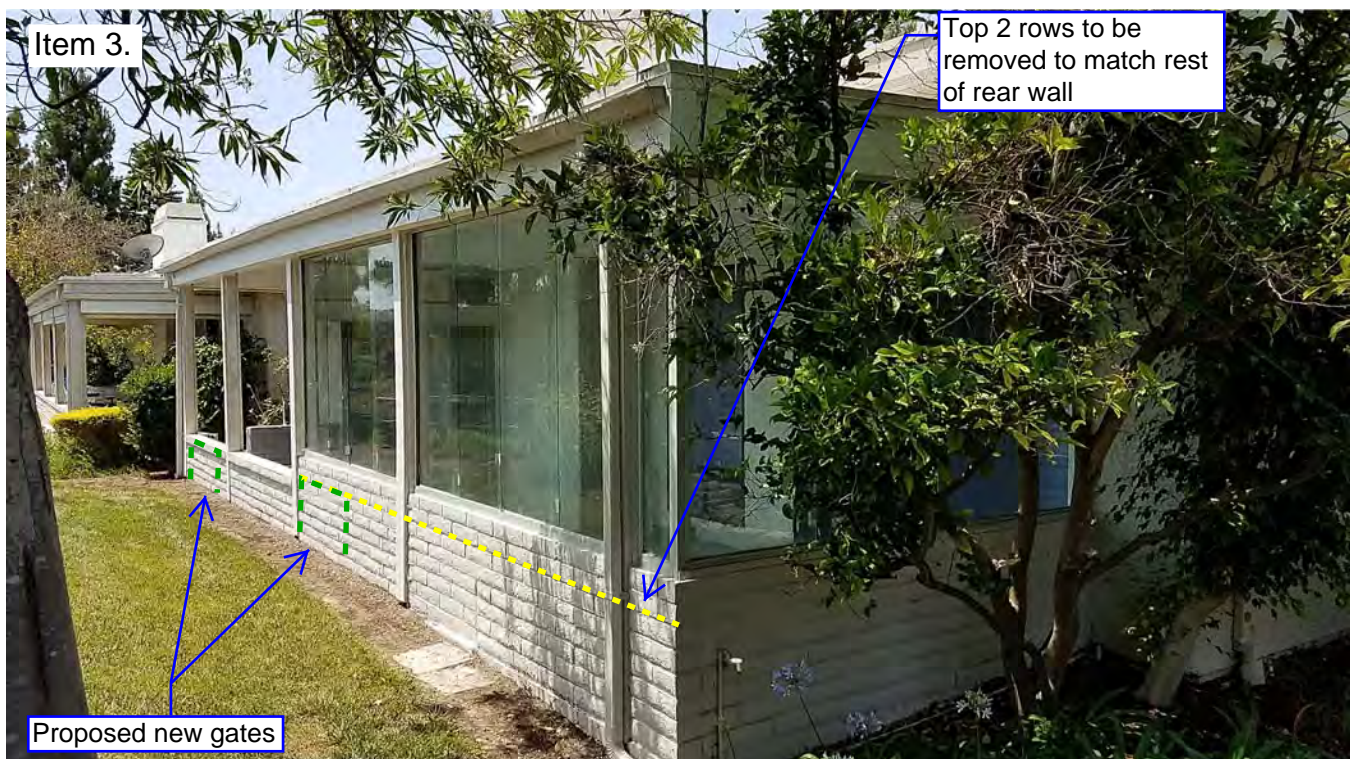
Denied Approved

Tabled Other _____



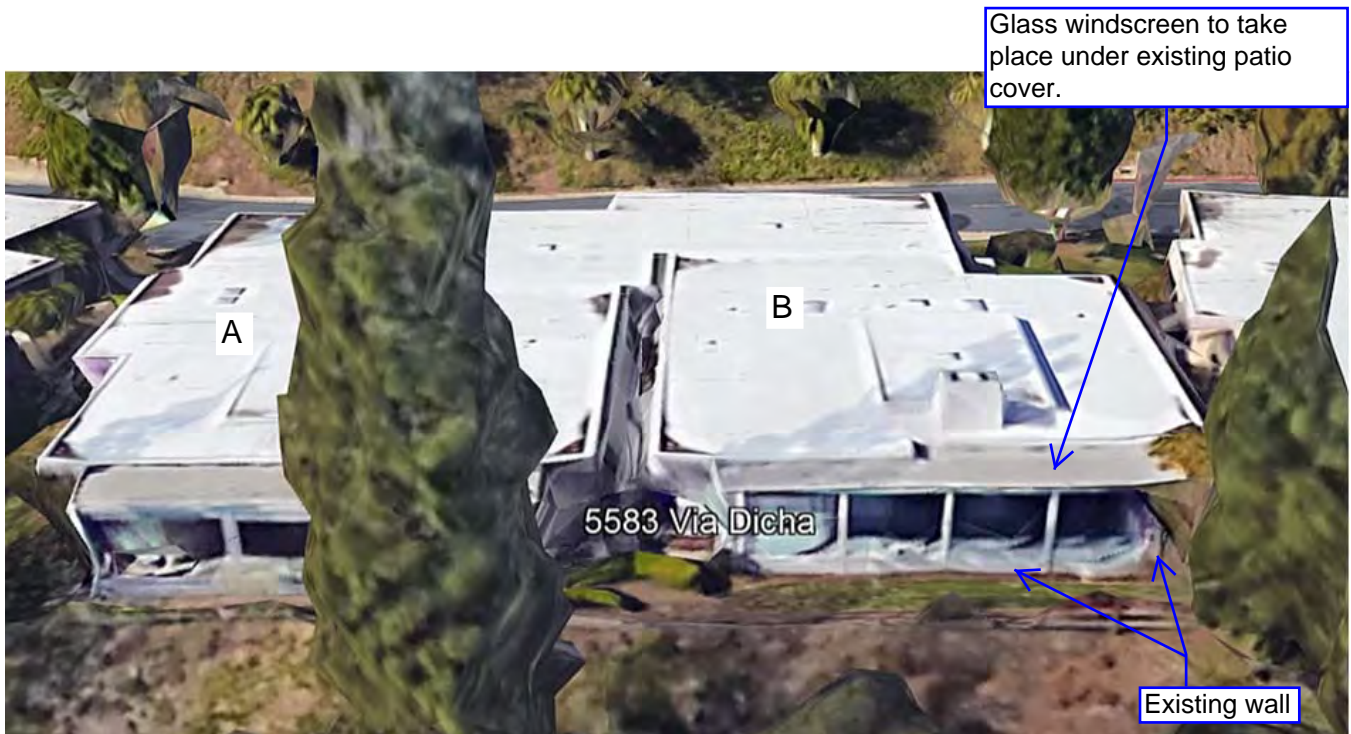
Attachment: 3







Attachment: 4







STAFF REPORT

DATE: July 23, 2018
FOR: Architectural Controls and Standards Committee
SUBJECT: Revised Common Area Use Policy

RECOMMENDATION

Adopt the Revised Common Area Use Policy.

BACKGROUND

Beginning in March 2002, Third Mutual Board of Directors has adopted a series of Common Area Use Policies. These policies addressed numerous items; license agreement for the de minimis use of Common Area, Board approval requirements, adoption of a Decision Tree, requirements for execution of a recordable Common Area Agreement, and establishment of the Architectural Control and Standards Committee (Committee). On July 20, 2017, via Resolution 03-17-77, the Board adopted the Common Area Use Policy (Policy)

DISCUSSION

Resolution 03-17-77 explained the background of Common Area use and set forth policies for Staff, the Committee, and the Board to use when evaluating alteration requests. The policy detailed various circumstances and procedures to use when evaluating alteration requests, and specifically, requests for exclusive use of Common Area.

Due to the administrative, financial, and legal burdens involved with such requests, the Board consulted with legal counsel and has determined that it is not in the Mutual's best interests to approve any alteration applications that require the use of Common Area, other than de minimis or when required by law.

The proposed policy states that proposed alterations that are intended to be located on or over a portion of the Common Area will be not be approved by the Board for any reason, except as set forth pursuant to the Policy or as otherwise required by law. The attached Resolution has been reviewed and approved by legal counsel.

FINANCIAL ANALYSIS

None.

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

Reviewed By: Eve Morton, Alterations Coordinator

ATTACHMENT(S)

- Attachment 1:** Resolution 03-17-77, Existing Common Area Use Policy
Attachment 2: Proposed Resolution 03-18-XX, Revised Common Area Use Policy
Attachment 3: Resolution 03-18-XX, Revised Common Area Use Policy; Redlines

ATTACHMENT 1

RESOLUTION 03-17-77

Common Area Use Policy

WHEREAS, the Third Laguna Hills Mutual (“Mutual”) is the corporate homeowner association that was formed in 1988 by the merger of the fifty-nine (59) separate corporate homeowner associations, which initially managed the fifty-nine (59) original condominium projects within the larger Leisure World (now Laguna Woods Village) common interest development, into the one consolidated condominium homeowner association. The decisions of the Mutual’s Board of Directors (“Board”), and any committees, task forces, etc., appointed by the Board, are governed or regulated by the Mutual’s Governing Documents, the City of Laguna Woods and Orange County codes, and California and federal Law and regulations; and

WHEREAS, the Mutual’s Board recognizes that both new and existing Manor Owners may desire to upgrade or modify their Manors or elements thereof in style, structure or function. The current Mutual Board, prior Mutual Boards, and the Boards of the predecessor original condominium project mutual homeowner associations, have from time-to-time adopted policies and procedures to approve such Manor Alteration Applications in limited circumstances; and

WHEREAS, the Mutual’s current Governing Documents require that all such Manor Alteration Applications be approved either by the Architectural Control Committee, which may either be the Board itself or a separate committee of Members appointed by the Board, or by the Mutual’s Manager, Village Management Services, Inc. (“staff”), where VMSI is so authorized; and

WHEREAS, pursuant to Article X of the Mutual’s *Declaration of Revised and Amended Covenants, Conditions and Restrictions* (“CC&Rs”) and Article 7 of the Mutual’s Bylaws, the Board, by Resolution 03-16-128, dated December 20, 2016, has formed an Architectural Control and Standards Committee (“Committee”) to perform the functions described therein; and

WHEREAS, pursuant to Article IV, Section 2, Clause (c); Article IV, Section 5; and Article X, Section 1, Clause (c), of the CC&Rs, the Board has delegated, with continuing oversight by the Committee, authority to its Manager, and staff to receive, evaluate, and make recommendations to the Committee and the Board to approve or deny Manor Alteration Applications; and

WHEREAS, the Board has been advised by legal counsel that the California Civil Code generally prohibits the Board from approving 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, without first obtaining prior written approval of at least sixty-seven percent (67%) of the Manor Owners in that Manor’s original condominium project’s mutual homeowner association unless the grant of such exclusive use falls within one of the statutory exceptions, found in Section 4600 of the California Civil Code, eliminating the requirement for such approval vote; and

WHEREAS, one of the Mutual's Governing Documents is the Condominium Plan, which shows a detailed, three-dimensional diagram of each of the Manors in the Mutual, including the Manor's Separate Interest and any appurtenant Exclusive/Limited Use Common Area, as well as the Manor building's detailed footprint on the ground, which also shows the surrounding land that is designated as Common Area. The Board has been advised by legal counsel that California state law prohibits the Board from amending that Condominium Plan without first obtaining the prior written approval of one hundred percent (100%) of all the Manor Owners and mortgage holders in that Manor's original project's mutual homeowner association; and

WHEREAS, prior Mutual boards, as well as the current Board, have noted that over the years some Mutual Manor Owners have, both with and without Board authorization, made alterations to their Manors or to the immediately contiguous areas, which have affected relatively small sections of the Mutual's Common Area. Typically those alterations have involved enclosing patios that are Exclusive Use Common Area and sometimes have also involved extending that enclosure onto general Common Area, or the alterations have affected the landscape and hardscape contiguous to a Manor; and

WHEREAS, in some cases these alterations may not have met the Mutual's then current Architectural Alteration Standards, notwithstanding the fact that the alteration may have enhanced the value of the Manor and possibly the community as well; and

WHEREAS, the Board recognizes that for it, or the Committee, or staff to identify each prior alteration and determine whether or not it is non-conforming and/or unauthorized would be expensive and time consuming, and would be disruptive to the community and its residents. Further, to correct this situation could, and perhaps would, require expensive and time-consuming litigation, the results of which would be uncertain, since in many cases the alterations have been in place for many years without knowledge of the Board and therefore no objection being made by the Mutual, and many of the Manors have changed owners since the alteration. This Board has concluded that such a general undertaking would not be in the best interests of the owners of undivided interests in the Mutual's general Common Area; and

WHEREAS, the Committee and the Board have reviewed and reconsidered the Mutual's current policies and procedures regarding Manor Alteration Applications to ensure proper procedures are in place at the Mutual on a going-forward basis with regard to alterations by Members; and

NOW THEREFORE BE IT RESOLVED, July 20, 2017, that the Board has a "Decision Tree", "Neighbor Awareness Notice of Hearing", and "Common Area Agreement Form", and the Board hereby adopts the policy outlined in this Resolution to govern staff's, the Committee's and the Board's decision process when Manor Owners apply to the Mutual for authorization to make or construct an Alteration to or within the Manor's Separate Interest; to, upon or within the Exclusive Use Common Area; or upon or over some portion of the Mutual's Common Area (all as defined in the CC&Rs and the Condominium Plan); and

BE IT RESOLVED FURTHER, that, in limited circumstances, defined from time-to-time by the Committee and approved by the Board, staff may, but is not obligated to; approve Manor Alteration Applications that meet pre-established *Third Architectural Alteration Standards* and other Board and Committee approved policies and procedures, and that do not raise an objection by the owner of a neighboring Manor “those within 150 feet”. Any Manor Alteration Application that cannot or will not be approved by staff for any reason will be treated as a unique Variance Request to be investigated by staff and considered by the Committee for approval or denial, with potential appeal of the Committee’s decision to the Board, all in accordance with the Mutual’s Governing Documents; and

BE IT RESOLVED FURTHER, that the staff, the Committee, or the Board, as may be applicable, shall consider the following factors when evaluating whether to approve a Manor Alteration Application:

(1) The Alteration must be consistent with:

- (a) the Mutual’s governing documents, including the then current *Third Architectural Alteration Standards*; and
- (b) the Mutual’s then current architectural and building guidelines; and
- (c) any other approved staff (as may be applicable), Committee and Board policies and procedures; and
- (d) the applicable provisions of local building codes; and
- (e) California state law and regulations; and
- (f) federal law and regulations; and
- (g) the Mutual’s *Conditions of Approval for the Improvement Project*.

(2) If the proposed Alteration would potentially affect the residents of a neighboring manor, then staff will mail to the owner of the affected neighboring manor, a Neighbor Awareness Notice of Hearing; and

BE IT RESOLVED FURTHER, that, if the proposed Alteration is to be located entirely within or upon an Exclusive Use Common Area already associated with the Manor, staff, as authorized, the Committee or the Board may, but is not obligated to, approve the Manor Alteration Application, provided the Alteration is in compliance with the Mutual’s then current *Third Architectural Alteration Standards* and any other approved Committee and Board policies, and is also permissible under the Mutual’s Governing Documents. Compliance with the Mutual’s *Third Architectural Alteration Standards* and building guidelines shall be a threshold required for approval of any Manor Alteration Application, subject to the discretion granted to staff, the Committee, or the Board, as may be applicable, whether the Alteration would be located within a Manor’s Separate Interest, to, within or upon Exclusive Use Common Area, or upon or over Common Area; and

BE IT RESOLVED FURTHER, that, if the proposed Alteration is to be located upon or over a portion of the Common Area, staff, as authorized, the Committee or the Board may, but is not obligated to, approve the Manor Alteration Application only in: the very limited circumstances to be described in the Decision Tree, the current *Third Architectural Alteration Standards*, and any other approved Committee and Board policies; and only if the Alteration would also be permissible under the Mutual's Governing Documents or applicable law; and

BE IT RESOLVED FURTHER, that, if the staff, as authorized, the Committee or the Board decides to approve a Manor Owner's Application to make or construct an Alteration to, within or upon an Exclusive Use Common Area associated with that Manor, or upon or over a portion of the Common Area, that Manor Owner must, as a condition to receiving final approval for the Manor Alteration Application, execute a recordable Covenant/Common Area Agreement. Such Covenant/Common Area Agreement shall provide, among other things, that the Manor Owner agrees that the area in question shall remain Exclusive Use Common Area or general Common Area, as applicable, licensed for the exclusive use of the Manor Owner, but shall not also become a part of the Manor's Separate Interest or, in the case of Common Area, Exclusive Use Common Area. The Covenant/Common Area Agreement will also require that the Manor Owner shall assume the responsibility for insuring, maintaining, repairing, replacing and restoring the area containing the Alteration, and shall agree to indemnify and hold harmless the Mutual for any and all claims pertaining to the Alteration; and

BE IT RESOLVED FURTHER, that the Board, within the limits of its current authority, hereby "grandfathers" any existing Alteration to any of the Manors located within the original condominium projects, or the area immediately adjacent to that Manor, which have been previously approved by this Board or a prior board of directors of the Mutual and constructed prior to the effective date of this Resolution, July 20, 2017, even though that Alteration may encroach upon some portion of the general Common Area, provided that:

- (1) there is no threat to the safety of persons or property;
- (2) the Alteration met the Mutual's construction and architectural standards in effect at the time of the Alteration; and
- (3) there is no direction or order of a court requiring the Board to take contrary action; and

BE IT RESOLVED FURTHER, that "grandfathering" any such encroachment did not, does not, and will not constitute a transfer of general Common Area into any Manor's Exclusive Use Common Area or Separate Interest, or the conversion of Exclusive Use Common Area into a Manor's Separate Interest. Such "grandfathering" does not remove the obligation of a Member/Owner of a non-compliant Alteration to a Manor to correct such non-compliance in the event of a sale or transfer of their Manor, but merely means that such non-conformance will not be actively pursued by the Mutual; and

RESOLVED FURTHER, that the Board may, subject to the limitations provided in this Resolution, the Governing Documents, and applicable law, demand that any Alteration, not consistent with the Mutual's *Third Architectural Alteration Standards* and other Mutual and VMSI policies and procedures published at the time of construction of said Alteration, be removed, at the Manor Owner's expense, if the Alteration is not either altered or reconstructed to be in conformity with such *Third Architectural Alteration Standards*, state and local building codes, and other Mutual and VMSI policies and procedures; and

BE IT RESOLVED FURTHER, that the Board may demand the removal of any Alteration that is constructed after the effective date of this Resolution, July 20, 2017, without the prior written approval of staff, the Committee or the Board; and

BE IT RESOLVED FURTHER, that, in accordance with the Mutual's CC&Rs, the existence in the Mutual of a prior Alteration comparable to an Alteration being sought by a Manor Owner shall have no precedential value and shall not obligate in any way staff, the Committee or the Board to approve any subsequent Manor Alteration Application; and

BE IT RESOLVED FURTHER, that Mutual Board Resolution 03-16-128 is hereby amended as follows:

Paragraph 2, Section 3:

"3. If a Member chooses to appeal the Committee's decision, prior to the review of the appeal, the Committee will document justification of their decision. If necessary, the Committee has the authority to consult with the Mutual Legal Counsel for advice."

Paragraph 2, Section 5:

"5. The Committee shall require that Neighbor Awareness Notice of Hearing be mailed, by staff, to the owners of record of all potentially affected neighboring Manors, for all alteration requests, including requests that appear to conform to the Third Architectural Alteration Standards and policies."; and

BE IT RESOLVED FURTHER, that the following Mutual Board Resolutions are hereby superseded and cancelled; and

Resolution M3-02-14, dated March 19, 2002; and

Resolution 03-15-155, dated October 20, 2015; and

BE IT RESOLVED FURTHER, that staff charged with the responsibility of receiving, evaluating, approving or making recommendations for approval of Manor Alteration Applications; and overseeing construction of additions, modification, improvements, and such other Alterations to the Manors within the Mutual are hereby authorized to take all appropriate actions consistent with this Resolution and to carry out the purpose and intent of this Resolution and assure compliance with its terms.

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RESOLUTION 03-18-XX

Common Area Use Policy

WHEREAS, the Third Laguna Hills Mutual (“Mutual”) is the corporate homeowner association that was formed in 1988 by the merger of the fifty-nine (59) separate corporate homeowner associations, which initially managed the fifty-nine (59) original condominium projects within the larger Leisure World (now Laguna Woods Village) common interest development, into the one consolidated condominium homeowner association. The decisions of the Mutual’s Board of Directors (“Board”), and any committees, task forces, etc., appointed by the Board, are governed or regulated by the Mutual’s Governing Documents, the City of Laguna Woods and Orange County codes, and California and federal Laws and Regulations;

WHEREAS, the Mutual’s Board recognizes that both new and existing Manor Owners may desire to upgrade or modify their Manors or elements thereof in style, structure or function. The current Mutual Board, prior Mutual Boards, and the Boards of the predecessor original condominium project mutual homeowner associations, have from time-to-time adopted policies and procedures to approve such Manor Alteration Applications in limited circumstances;

WHEREAS, the Mutual’s current Governing Documents require that all such Manor Alteration Applications be approved either by the Architectural Control Committee, which may either be the Board itself or a separate committee of Members appointed by the Board, or by the Mutual’s Manager, Village Management Services, Inc. (“staff”), where VMSI is so authorized;

WHEREAS, pursuant to Article X of the Mutual’s *Declaration of Revised and Amended Covenants, Conditions and Restrictions* (“CC&Rs”) and Article 7 of the Mutual’s Bylaws, the Board, by Resolution 03-16-128, dated December 20, 2016, has formed an Architectural Control and Standards Committee (“Committee”) to perform the functions described therein;

WHEREAS, pursuant to Article IV, Section 2, Clause (c); Article IV, Section 5; and Article X, Section 1, Clause (c), of the CC&Rs, the Board has delegated, with continuing oversight by the Committee, authority to its Manager and staff to receive, evaluate, and make recommendations to the Committee and the Board to approve or deny Manor Alteration Applications;

WHEREAS, prior Mutual boards, as well as the current Board, have noted that over the years some Mutual Manor Owners have, both with and without Board authorization, made alterations to their Manors or to the immediately contiguous areas, which have affected relatively small sections of the Mutual’s Common Area. Typically those alterations have involved enclosing patios that are Exclusive Use Common Area and

ATTACHMENT 2

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sometimes have also involved extending that enclosure onto general Common Area, or the alterations have affected the landscape and hardscape contiguous to a Manor; and

WHEREAS, in some cases these alterations may not have met the Mutual's then current Architectural Alteration Standards, notwithstanding the fact that the alteration may have enhanced the value of the Manor and possibly the community as well;

WHEREAS, the Board recognizes that for it, or the Committee, or staff to identify each prior alteration and determine whether or not it is non-conforming and/or unauthorized would be expensive and time consuming, and would be disruptive to the community and its residents. This Board has concluded that such a general undertaking would not be in the best interests of the owners of undivided interests in the Mutual's general Common Area;

WHEREAS, the Committee and the Board have reviewed and reconsidered the Mutual's current policies and procedures regarding Manor Alteration Applications to ensure proper procedures are in place at the Mutual on a going-forward basis with regard to alterations by Members; and

WHEREAS, among other things, the Common Area Use Policy sets forth very limited circumstances where the Mutual's Board, Committee or staff, would approve a proposed alteration of, addition to, or improvement of any Manor ("Alteration") that would be located upon or over a portion of the common area:

WHEREAS, due to the administrative, financial, and legal burdens involved, the Board and the Committee have determined that it is not in the Association's best interests to approve any Manor Alteration Applications that do not satisfy the very limited circumstances set forth in the Policy.

NOW THEREFORE BE IT RESOLVED, August 21, 2018, that the Board has prepared a "Decision Tree", "Neighbor Awareness Notice of Hearing" form, and "Covenant To Run With The Land form", and the Board hereby adopts the policy outlined in this Resolution to govern staff's, the Committee's and the Board's decision process when Manor Owners apply to the Mutual for authorization to make or construct an Alteration to or within the Manor's Separate Interest; to, upon or within the Exclusive Use Common Area;

BE IT RESOLVED FURTHER, no proposed Alteration located upon or over a portion of the common area will be approved by the Board, the Committee or staff for any reason, except as set forth pursuant to the Policy or as otherwise required by law;

BE IT RESOLVED FURTHER, that, in limited circumstances, defined from time-to-time by the Committee and approved by the Board, staff may, but is not obligated to; approve Manor Alteration Applications that meet pre-established *Third Architectural Alteration Standards* and other Board and Committee approved policies and procedures, and that do not raise an objection by the owner of a neighboring Manor

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which is defined as manors “within 150 feet” of the proposed manor Alteration Application. Any Manor Alteration Application that cannot or will not be approved by staff for any reason will be treated as a unique Variance Request to be investigated by staff and considered by the Committee for approval or denial, with potential appeal of the Committee’s decision to the Board, all in accordance with the Mutual’s Governing Documents;

BE IT RESOLVED FURTHER, that, if the proposed Alteration is to be located entirely within or upon an Exclusive Use Common Area already associated with the Manor, staff, as authorized, the Committee or the Board may, but is not obligated to, approve the Manor Alteration Application, provided the Alteration is in compliance with the Mutual’s Architectural Review Procedures, subject to the discretion granted to staff, the Committee, or the Board, as may be applicable, whether the Alteration would be located within a Manor’s Separate Interest, to, within or upon Exclusive Use Common Area;

BE IT RESOLVED FURTHER, that, if the staff, as authorized, the Committee or the Board decides to approve a Manor Owner’s Application to make or construct an Alteration to, within or upon an Exclusive Use Common Area associated with that Manor, that Manor Owner must, as a condition to receiving final approval for the Manor Alteration Application, execute a recordable Covenant to Run with the Land. Such Covenant shall provide, among other things that the Manor Owner agrees that the area in question shall remain Exclusive Use Common Area, licensed for the exclusive use of the Manor Owner, but shall not also become a part of the Manor’s Separate Interest. The Covenant will also require that the Manor Owner shall assume the responsibility for insuring, maintaining, repairing, replacing and restoring the area containing the Alteration, and shall agree to indemnify and hold harmless the Mutual for any and all claims pertaining to the Alteration;

BE IT RESOLVED FURTHER, that the Board, within the limits of its current authority, hereby “grandfathers” any existing Alteration to any of the Manors located within the original condominium projects, or the area immediately adjacent to that Manor, which have been previously approved by this Board or a prior board of directors of the Mutual and constructed prior to July 20, 2017, even though that Alteration may encroach upon some portion of the general Common Area, provided that:

- (1) there is no threat to the safety of persons or property;
- (2) the Alteration met the Mutual’s construction and architectural standards in effect at the time of the Alteration; and
- (3) there is no direction or order of a court requiring the Board to take contrary action; and

BE IT RESOLVED FURTHER, that “grandfathering” any such encroachment did not, does not, and will not constitute a transfer of general Common Area into any Manor’s Exclusive Use Common Area or Separate Interest, or the conversion of Exclusive Use

ATTACHMENT 2

DRAFT

Common Area into a Manor's Separate Interest. Such "grandfathering" does not remove the obligation of a Member/Owner of a non-compliant Alteration to a Manor to correct such non-compliance in the event of a sale or transfer of their Manor, but merely means that such non-conformance will not be actively pursued by the Mutual;

RESOLVED FURTHER, that the Board may, subject to the limitations provided in this Resolution, the Governing Documents, and applicable law, demand that any Alteration, not consistent with the Mutual's *Third Architectural Alteration Standards* and other Mutual and VMSI policies and procedures published at the time of construction of said Alteration, be removed, at the Manor Owner's expense, if the Alteration is not either altered or reconstructed to be in conformity with such *Third Architectural Alteration Standards*, state and local building codes, and other Mutual and VMSI policies and procedures;

BE IT RESOLVED FURTHER, that the Board may demand the removal of any Alteration that is constructed after July 20, 2017, without the prior written approval of staff, the Committee or the Board;

BE IT RESOLVED FURTHER, that, in accordance with the Mutual's CC&Rs, the existence in the Mutual of a prior Alteration comparable to an Alteration being sought by a Manor Owner shall have no precedential value and shall not obligate in any way staff, the Committee or the Board to approve any subsequent Manor Alteration Application;

BE IT RESOLVED FURTHER, that Mutual Board Resolution 03-17-77 is hereby superseded and cancelled; and

BE IT RESOLVED FURTHER, that staff is charged with the responsibility of receiving, evaluating, approving or making recommendations for approval of Manor Alteration Applications; and overseeing construction of additions, modification, improvements, and such other Alterations to the Manors within the Mutual are hereby authorized to take all appropriate actions consistent with this Resolution and to carry out the purpose and intent of this Resolution and assure compliance with its terms.

ATTACHMENT 3

DRAFT

RESOLUTION 03-18-XX

Common Area Use Policy

WHEREAS, the Third Laguna Hills Mutual ("Mutual") is the corporate homeowner association that was formed in 1988 by the merger of the fifty-nine (59) separate corporate homeowner associations, which initially managed the fifty-nine (59) original condominium projects within the larger Leisure World (now Laguna Woods Village) common interest development, into the one consolidated condominium homeowner association. The decisions of the Mutual's Board of Directors ("Board"), and any committees, task forces, etc., appointed by the Board, are governed or regulated by the Mutual's Governing Documents, the City of Laguna Woods and Orange County codes, and California and federal Laws and Regulations; ~~and~~

WHEREAS, the Mutual's Board recognizes that both new and existing Manor Owners may desire to upgrade or modify their Manors or elements thereof in style, structure or function. The current Mutual Board, prior Mutual Boards, and the Boards of the predecessor original condominium project mutual homeowner associations, have from time-to-time adopted policies and procedures to approve such Manor Alteration Applications in limited circumstances; ~~and~~

WHEREAS, the Mutual's current Governing Documents require that all such Manor Alteration Applications be approved either by the Architectural Control Committee, which may either be the Board itself or a separate committee of Members appointed by the Board, or by the Mutual's Manager, Village Management Services, Inc. ("staff"), where VMSI is so authorized; ~~and~~

WHEREAS, pursuant to Article X of the Mutual's *Declaration of Revised and Amended Covenants, Conditions and Restrictions* ("CC&Rs") and Article 7 of the Mutual's Bylaws, the Board, by Resolution 03-16-128, dated December 20, 2016, has formed an Architectural Control and Standards Committee ("Committee") to perform the functions described therein; ~~and~~

WHEREAS, pursuant to Article IV, Section 2, Clause (c); Article IV, Section 5; and Article X, Section 1, Clause (c), of the CC&Rs, the Board has delegated, with continuing oversight by the Committee, authority to its Manager, ~~and~~ staff to receive, evaluate, and make recommendations to the Committee and the Board to approve or deny Manor Alteration Applications; ~~and~~

~~**WHEREAS**, the Board has been advised by legal counsel that the California Civil Code generally prohibits the Board from approving 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, without first obtaining prior written approval of at least sixty-seven percent (67%) of the Manor Owners in that Manor's original condominium project's mutual homeowner~~

ATTACHMENT 3
DRAFT

~~association unless the grant of such exclusive use falls within one of the statutory exceptions, found in Section 4600 of the California Civil Code, eliminating the requirement for such approval vote; and~~

~~**WHEREAS,** one of the Mutual's Governing Documents is the Condominium Plan, which shows a detailed, three dimensional diagram of each of the Manors in the Mutual, including the Manor's Separate Interest and any appurtenant Exclusive/Limited Use Common Area, as well as the Manor building's detailed footprint on the ground, which also shows the surrounding land that is designated as Common Area. The Board has been advised by legal counsel that California state law prohibits the Board from amending that Condominium Plan without first obtaining the prior written approval of one hundred percent (100%) of all the Manor Owners and mortgage holders in that Manor's original project's mutual homeowner association; and~~

WHEREAS, prior Mutual boards, as well as the current Board, have noted that over the years some Mutual Manor Owners have, both with and without Board authorization, made alterations to their Manors or to the immediately contiguous areas, which have affected relatively small sections of the Mutual's Common Area. Typically those alterations have involved enclosing patios that are Exclusive Use Common Area and sometimes have also involved extending that enclosure onto general Common Area, or the alterations have affected the landscape and hardscape contiguous to a Manor; and

WHEREAS, in some cases these alterations may not have met the Mutual's then current Architectural Alteration Standards, notwithstanding the fact that the alteration may have enhanced the value of the Manor and possibly the community as well; ~~and~~

WHEREAS, the Board recognizes that for it, or the Committee, or staff to identify each prior alteration and determine whether or not it is non-conforming and/or unauthorized would be expensive and time consuming, and would be disruptive to the community and its residents. ~~Further, to correct this situation could, and perhaps would, require expensive and time consuming litigation, the results of which would be uncertain, since in many cases the alterations have been in place for many years without knowledge of the Board and therefore no objection being made by the Mutual, and many of the Manors have changed owners since the alteration.~~ This Board has concluded that such a general undertaking would not be in the best interests of the owners of undivided interests in the Mutual's general Common Area; ~~and~~

WHEREAS, the Committee and the Board have reviewed and reconsidered the Mutual's current policies and procedures regarding Manor Alteration Applications to ensure proper procedures are in place at the Mutual on a going-forward basis with regard to alterations by Members; ~~and~~

~~**WHEREAS,** aAmong other things, the Common Area Use Policy sets forth very limited circumstances where the Mutual's Board, of Directors ("Board"), Architectural Control and Standards Committee ("Committee") or Manager Village Management Services;~~

ATTACHMENT 3
DRAFT

~~Inc. ("staff") staff~~, would approve a proposed alteration of, addition to, or improvement of any Manor ("Alteration") that would be located upon or over a portion of the common area:

WHEREAS, due to the administrative, financial, and legal burdens involved, the Board and the Committee have determined that it is not in the Association's best interests to approve any Manor Alteration Applications that do not satisfy the very limited circumstances set forth in the Policy.

NOW THEREFORE BE IT RESOLVED, ~~August 21, 2018~~ July 20, 2017, that the Board has ~~prepared~~ a "Decision Tree", "Neighbor Awareness Notice of Hearing" form, and "Covenant To Run With The Land fFormCommon Area Agreement Form", and the Board hereby adopts the policy outlined in this Resolution to govern staff's, the Committee's and the Board's decision process when Manor Owners apply to the Mutual for authorization to make or construct an Alteration to or within the Manor's Separate Interest; to, upon or within the Exclusive Use Common Area; ~~or upon or over some portion of the Mutual's Common Area (all as defined in the CC&Rs and the Condominium Plan); and~~

BE IT RESOLVED FURTHER, no proposed Alteration located upon or over a portion of the common area will be approved by the Board, the Committee or staff for any reason, except as set forth pursuant to the Policy or as otherwise required by law;

BE IT RESOLVED FURTHER, that, in limited circumstances, defined from time-to-time by the Committee and approved by the Board, staff may, but is not obligated to; approve Manor Alteration Applications that meet pre-established *Third Architectural Alteration Standards* and other Board and Committee approved policies and procedures, and that do not raise an objection by the owner of a neighboring Manor which is defined as manors "those" within 150 feet" of the proposed manor Alteration Application. Any Manor Alteration Application that cannot or will not be approved by staff for any reason will be treated as a unique Variance Request to be investigated by staff and considered by the Committee for approval or denial, with potential appeal of the Committee's decision to the Board, all in accordance with the Mutual's Governing Documents; ~~and~~

~~BE IT RESOLVED FURTHER, that the staff, the Committee, or the Board, as may be applicable, shall consider the following factors when evaluating whether to approve a Manor Alteration Application:~~

~~(1) The Alteration must be consistent with:~~

~~(a) the Mutual's governing documents, including the then current *Third Architectural Alteration Standards*; and~~

~~(b) the Mutual's then current architectural and building guidelines; and~~

ATTACHMENT 3
DRAFT

~~(c) any other approved staff (as may be applicable), Committee and Board policies and procedures; and~~

~~(d) the applicable provisions of local building codes; and~~

~~(e) California state law and regulations; and~~

~~(f) federal law and regulations; and~~

~~(g) the Mutual's Conditions of Approval for the Improvement Project.~~

Comment [KW1]: This section has been added to the revised CSC Charter

~~(2) If the proposed Alteration would potentially affect the residents of a neighboring manor, then staff will mail to the owner of the affected neighboring manor, a Neighbor Awareness Notice of Hearing; and~~

BE IT RESOLVED FURTHER, that, if the proposed Alteration is to be located entirely within or upon an Exclusive Use Common Area already associated with the Manor, staff, as authorized, the Committee or the Board may, but is not obligated to, approve the Manor Alteration Application, provided the Alteration is in compliance with the Mutual's ~~Architectural Review Procedures~~~~then current Third Architectural Alteration Standards and any other approved Committee and Board policies, and is also permissible under the Mutual's Governing Documents. Compliance with the Mutual's Third Architectural Alteration Standards and building guidelines shall be a threshold required for approval of any Manor Alteration Application,~~ subject to the discretion granted to staff, the Committee, or the Board, as may be applicable, whether the Alteration would be located within a Manor's Separate Interest, to, within or upon Exclusive Use Common Area; ~~or upon or over Common Area; and~~

BE IT RESOLVED FURTHER, that, if the proposed Alteration is to be located upon or over a portion of the Common Area, staff, as authorized, the Committee or the Board may, but is not obligated to, approve the Manor Alteration Application only in: the very limited circumstances to be described in the Decision Tree, the current ~~Third Architectural Alteration Standards~~, and any other approved Committee and Board policies; and only if the Alteration would also be permissible under the Mutual's Governing Documents or applicable law; and

BE IT RESOLVED FURTHER, that, if the staff, as authorized, the Committee or the Board decides to approve a Manor Owner's Application to make or construct an Alteration to, within or upon an Exclusive Use Common Area associated with that Manor, ~~or upon or over a portion of the Common Area,~~ that Manor Owner must, as a condition to receiving final approval for the Manor Alteration Application, execute a recordable ~~Covenant~~~~Covenant to Run with the Land/Common Area Agreement~~. Such ~~Covenant~~~~Common Area Agreement~~ shall provide, among other things, ~~that that~~ the Manor Owner agrees that the area in question shall remain Exclusive Use Common Area ~~or general Common Area, as applicable,~~ licensed for the exclusive use of the Manor Owner, but shall not also become a part of the Manor's Separate Interest ~~or, in~~

ATTACHMENT 3

DRAFT

~~the case of Common Area, Exclusive Use Common Area.~~ The Covenant/~~Common Area Agreement~~ will also require that the Manor Owner shall assume the responsibility for insuring, maintaining, repairing, replacing and restoring the area containing the Alteration, and shall agree to indemnify and hold harmless the Mutual for any and all claims pertaining to the Alteration;~~and~~

BE IT RESOLVED FURTHER, that the Board, within the limits of its current authority, hereby “grandfathers” any existing Alteration to any of the Manors located within the original condominium projects, or the area immediately adjacent to that Manor, which have been previously approved by this Board or a prior board of directors of the Mutual and constructed prior to ~~the effective date of this Resolution,~~ July 20, 2017, even though that Alteration may encroach upon some portion of the general Common Area, provided that:

- (1) there is no threat to the safety of persons or property;
- (2) the Alteration met the Mutual’s construction and architectural standards in effect at the time of the Alteration; and
- (3) there is no direction or order of a court requiring the Board to take contrary action; and

BE IT RESOLVED FURTHER, that “grandfathering” any such encroachment did not, does not, and will not constitute a transfer of general Common Area into any Manor’s Exclusive Use Common Area or Separate Interest, or the conversion of Exclusive Use Common Area into a Manor’s Separate Interest. Such “grandfathering” does not remove the obligation of a Member/Owner of a non-compliant Alteration to a Manor to correct such non-compliance in the event of a sale or transfer of their Manor, but merely means that such non-conformance will not be actively pursued by the Mutual;~~and~~

RESOLVED FURTHER, that the Board may, subject to the limitations provided in this Resolution, the Governing Documents, and applicable law, demand that any Alteration, not consistent with the Mutual’s *Third Architectural Alteration Standards* and other Mutual and VMSI policies and procedures published at the time of construction of said Alteration, be removed, at the Manor Owner’s expense, if the Alteration is not either altered or reconstructed to be in conformity with such *Third Architectural Alteration Standards*, state and local building codes, and other Mutual and VMSI policies and procedures;~~and~~

BE IT RESOLVED FURTHER, that the Board may demand the removal of any Alteration that is constructed after ~~the effective date of this Resolution,~~ July 20, 2017, without the prior written approval of staff, the Committee or the Board;~~and~~

BE IT RESOLVED FURTHER, that, in accordance with the Mutual’s CC&Rs, the existence in the Mutual of a prior Alteration comparable to an Alteration being sought by a Manor Owner shall have no precedential value and shall not obligate in any way staff,

ATTACHMENT 3

DRAFT

the Committee or the Board to approve any subsequent Manor Alteration Application;
~~and~~

~~BE IT RESOLVED FURTHER, that Mutual Board Resolution 03-16-128 is hereby amended as follows:~~

~~Paragraph 2, Section 3:~~

~~"3. If a Member chooses to appeal the Committee's decision, prior to the review of the appeal, the Committee will document justification of their decision. If necessary, the Committee has the authority to consult with the Mutual Legal Counsel for advice."~~

~~Paragraph 2, Section 5:~~

~~"5. The Committee shall require that Neighbor Awareness Notice of Hearing be mailed, by staff, to the owners of record of all potentially affected neighboring Manors, for all alteration requests, including requests that appear to conform to the Third Architectural Alteration Standards and policies."; and~~

~~BE IT RESOLVED FURTHER, that Mutual Board Resolution 03-17-77 is hereby superseded and cancelled; and~~

~~BE IT RESOLVED FURTHER, that the following Mutual Board Resolutions are hereby superseded and cancelled; and~~

~~Resolution M3-02-14, dated March 19, 2002; and~~

~~Resolution 03-15-155, dated October 20, 2015; and~~

BE IT RESOLVED FURTHER, that staff is charged with the responsibility of receiving, evaluating, approving or making recommendations for approval of Manor Alteration Applications; and overseeing construction of additions, modification, improvements, and such other Alterations to the Manors within the Mutual are hereby authorized to take all appropriate actions consistent with this Resolution and to carry out the purpose and intent of this Resolution and assure compliance with its terms.