

### **OPEN MEETING**

### REGULAR MEETING OF THIRD LAGUNA HILLS MUTUAL ARCHITECTURAL CONTROLS AND STANDARDS COMMITTEE\*

Thursday, July 06, 2023 – 1:30 p.m.
Laguna Woods Village Board Room/Virtual Meeting
24351 El Toro Road, Laguna Woods, California

Laguna Woods Village owners/residents are welcome to participate in all open committee meetings and submit comments or questions virtually using one of the following options:

- 1. Join the committee meeting via a Zoom link at: <a href="https://us06web.zoom.us/j/93156707417">https://us06web.zoom.us/j/93156707417</a> or by calling 669-900-6833 Webinar ID:93156707417.
- 2. Via email to <a href="mailto:meeting@vmsinc.org">meeting@vmsinc.org</a> any time before the meeting is scheduled to begin or during the meeting. Please use the name of the committee in the subject line of the email. Your name and unit number must be included.

### **NOTICE AND AGENDA**

This Meeting May Be Recorded

- 1. Call Meeting to Order
- 2. Approval of the Agenda
- 3. Approval of the Meeting Report for June 12, 2023
- 4. Remarks of the Chair
- 5. Member Comments (*Items Not on the Agenda*)
- 6. Response to Member Comments
- 7. Department Head Update
- 8. Consent Calendar: 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.
  - a. Over-The-Counter Variances-None
- 9. Variance Requests
  - a. None
- 10. Items for Discussion and Consideration

Third Architectural Controls and Standards Committee Regular Open Meeting July 06, 2023 Page 2 of 2

- a. Revision to Architectural Standard 42: Ramps
- b. Revision to Architectural Standard 8: Porch Lift/Elevators
- c. Revision to Architectural Standard 16: Garage Doors, Sectional or One Piece
- d. Contractor Violation Policy
- e. Revision to Alteration Fee Schedule
- f. Revised Resale Inspection Fee
- 11. Items for Future Agendas
  - a. Proposed Architectural Standard 41B: Solar Panels, 3 Story Buildings
  - b. Revision to Architectural Standard 31: Washer and Dryer Installation
- 12. Committee Member Comments
- 13. Date of Next Meeting: Monday, August 14, 2023 at 1:30 p.m.
- 14. Adjournment

\*A quorum of the Third Board or more may also be present at the meeting.

Jim Cook, Chair Michael Horton, Manor Alterations Manager Telephone: 949-597-4616



### **OPEN MEETING**

### REGULAR MEETING OF THIRD LAGUNA HILLS MUTUAL ARCHITECTURAL CONTROLS AND STANDARDS COMMITTEE\*

Monday, June 12, 2023 – 1:30 p.m. Laguna Woods Village Board Room/Virtual Meeting 24351 El Toro Road, Laguna Woods, California

### **REPORT**

COMMITTEE MEMBERS PRESENT: . .

Jim Cook – Chair, Cush Bhada, Ralph Engdahl, Nathaniel Ira Lewis, Cris Prince, Andy Ginocchio (Alternate-in the audience), Advisors: Michael Butler,

Lisa Mills, Mike Plean,

**STAFF PRESENT:** 

Bart Mejia – Maintenance & Construction Assistant Director, Mike Horton – Manor Alterations Manager, Gavin Fogg – Manor Alterations Supervisor (via Zoom), Abraham Ballesteros Inspector II, Manor Alterations, Josh Monroy – Manor Alterations Coordinator

### 1. Call Meeting to Order

Chair Cook called the meeting to order at 1:30 p.m.

### 2. Approval of the Agenda

Hearing no objection, the agenda was approved by consent.

### 3. Approval of the Meeting Report for May 08, 2023

Hearing no objection, the meeting report was unanimously approved as written.

### 4. Remarks of the Chair

Chair Cook advised members that on Monday, July 10<sup>th</sup> from 3:00 p.m. - 4:30 p.m. in Clubhouse 5 there will be a Contractor Town Hall.

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

Third Architectural Controls and Standards Committee Report of the Regular Open Meeting June 12, 2023 Page 2 of 4

• A member commented on their request for consideration to reverse a decision by Manor Alterations regarding her Mutual Consent for a bathroom renovation.

### 6. Response to Member Comments

 Staff advised that Manor Alterations Department has a fiduciary duty to inform the City when demolition takes place. Chair Cook and Mike Horton Manor Alterations Manager will meet with Chris Seeley Contract Building Official to discuss the process.

### 7. Department Head Update

None.

- 8. Consent Calendar: 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.
- a. **Over-The-Counter Variances** Hearing no objection, the Over-The-Counter Variances report was approved by consensus.

3518-B: Install black vinyl windows and sliding glass doors throughout

5516-B: Retain white garage door color

### 9. Variance Requests

a. <u>3038-C: Variance for removal of two structural walls to enclose the atrium, three 4x4 post to be installed and two 4x10 flush ceiling beams to be installed. One beam will be 10'-9" and the other will be 7'-5". Removal of existing window in bedroom 2 and a new construction 2'-6"x6' casement window will be installed</u>

The variance was introduced by Mr. Ballesteros. Discussion ensued and staff answered questions from the Committee.

A motion was made to approve the variance as described. The variance was approved by unanimous consent.

### b. 3401-A: Variance for driveway extension

The variance was introduced by Mr. Ballesteros. Discussion ensued and staff answered questions from the Committee.

A motion was made to approve the variance as described. The variance was approved by majority vote. (Director Engdahl recused).

Third Architectural Controls and Standards Committee Report of the Regular Open Meeting June 12, 2023 Page 3 of 4

c. <u>5007: Variance for front entry enclosure, extend the roof line, convert garden room to room addition, install 3<sup>rd</sup> bathroom in hallway, raise the ceiling in the hallway, and install trapezoid transom window above family room addition</u>

The variance was introduced by Mr. Ballesteros. Discussion ensued and staff answered questions from the Committee.

A motion was made to approve the variance as described. The variance was approved by unanimous consent.

d. 5071: Variance to add 18'x'10' pavers to the rear patio on common area

The variance was introduced by Mr. Ballesteros. Discussion ensued and staff answered questions from the Committee.

A motion was made to approve the variance as described. The variance was approved by unanimous consent.

### 10. Items for Discussion and Consideration

a. Revision to Architectural Standard 1: General Requirements

Mr. Horton introduced the item and answered questions from the Committee. The Committee suggested revisions to Section 1.4 as follows: Regular Working Hours: Monday-Saturday 7 am-5 pm. Quiet working hours: 7 am-8 am Monday-Friday & 7 am-9am Saturday. No work on Sundays and the following holidays: New Year's Day Independence Day, Thanksgiving Day and Christmas Day. Replacing carpet installation under work may result in excessive noise and should not be included as quiet work, **unloading/loading of equipment** is. Section 1.5 allowing contractors and invitees to park in a member's space if given permission. Allowing for a temporary contractor unloading zone with time limits for equipment and materials if not objected by Security. Section 1.7 revision "Cleaning of paint tools, buckets, or equipment **must be contained in trays and ground cover protected with drop cloths or plastic** in Common Areas." Section 1.10 include no smoking.

A motion was made to recommend the Third Board approve the standard with the suggested edits. Hearing no objection, the motion was approved by unanimous consent.

b. Reenact Architectural Standard 41A (Previously 45): Solar Panels, 2 Story Buildings

Mr. Horton introduced the item and answered questions from the Committee. The Committee suggested revisions to the standard specifying allocated space. Staff recommended that the

Third Architectural Controls and Standards Committee Report of the Regular Open Meeting June 12, 2023 Page 4 of 4

space allocation plan for building types that do not have a space allocation plan be done when the first member asks for the plan.

A motion was made to recommend the Third Board approve the standard with the suggested edits. Hearing no objection, the motion was approved by unanimous consent.

### 11. Items for Future Agendas

- a. Updated Resale Inspection Fees July
- b. Updated Alteration Fees July
- Contractor Violation Policy To include Smoking Policy.
- Revise Mutual Consent Packet to be more User-Friendly and Create / Update Contractor Package – In Process
- e. Work with City of Laguna Woods to Streamline all aspects of Alterations to lessen confusion **On going**
- f. Proposed Architectural Standard 41B: Solar Panels, 3 Story Buildings
- g. Revision to Architectural Standard 42: Ramps
- h. Revision to Architectural Standard 8: Porch Lift/Elevators
- i. Revision to Architectural Standard 16: Garage Doors, Sectional or One Piece

### 12. Committee Member Comments

- Advisor Butler commented on whether members do a cost analysis between installing a solar panel, the energy it generates and the ongoing maintenance expense.
- Director Lewis responded to Advisor Butler's comments. The solar company runs the cost analysis for the member.
- 13. Date of Next Meeting: Thursday, July 06, 2023 at 1:30 p.m.

### 14. Adjournment

The meeting was adjourned at 3:06 p.m.

Jim Cook, Chair

Jim Cook, Chair Baltazar Mejia, Staff Officer Telephone: 949-597-4616



### **STAFF REPORT**

**DATE:** July 6, 2023

FOR: Architectural Controls and Standard Committee SUBJECT: Revision to Architectural Standard 42: Ramps

### RECOMMENDATION

Recommended that the Board of Directors approve a resolution to revise Alteration Standard 42: Ramps.

### **BACKGROUND**

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

There are currently 40 Alteration Standards available for Members to use to perform alterations to their Manor. Many have not been reviewed or updated for years to reflect changes in technology, materials, and construction methods.

Alteration Standard 42: Ramps was last revised in November 2019, via Resolution 03-19-133 (Attachment 1 and 2).

### DISCUSSION

Staff have reviewed the existing Alteration Standard 42: Ramps, and determined that the Standard needs to be revised to reflect the current technology, materials and construction methods. The proposed revisions to the Standard are as follows:

Removal of all specifications already falling under the American with Disabilities Act (ADA) requirements and replaced Section 2 'Specifications' with applicable references to governing City, State and Federal requirements (see Attachment 4).

### FINANCIAL ANALYSIS

The adoption of the revised Standard 42: Ramps would not incur any additional costs to the Mutual.

**Prepared By:** Gavin Fogg, Manor Alterations Supervisor

**Reviewed By:** Michael Horton, Manor Alterations Manager

Baltazar Mejia, Maintenance & Construction Assistant Director

### ATTACHMENT(S)

Attachment 1 – Current Standard 42: Ramps

Attachment 2 – Current Resolution 03-19-133

Attachment 3 – Revised Redline Standard 42: Ramps

Third Architectural Controls and Standards Committee Revision to Architectural Standard 42: Ramps 07/06/2023 Page 2 Attachment 4 – Final Draft Standard 42: Ramps Attachment 5 – Revised Resolution 03-23-XX

### ATTACHMENT 1 – CURRENT STANDARD 42: RAMPS



### **STANDARD 42: RAMPS**

# ADOPTED APRIL 2008, RESOLUTION 03-08-31 GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49 REVISED NOVEMBER 2019, RESOLUTION 03-19-133

### 1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

### 2.0 **DEFINITIONS**

- **2.1. Pedestrian ramp** is a sloping accessible route intended for pedestrian traffic to and from a unit.
- **2.2. Slope** is the relative steepness of the land between two points and is calculated as follows: Slope is the horizontal distance and elevation change between the two points. The difference in elevation is divided by the distance and the resulting fraction is multiplied by 100 to obtain the percentage of slope.
- **2.3. Cross slope** is the slope that is perpendicular to the direction of travel.
- **2.4.** Level area is a specified surface that does not have a slope in any direction exceeding ¼ inch (6.4 mm) in 1 foot (305 mm) from the horizontal (2.083 gradient).

### 3. SPECIFICATIONS

**3.1. Materials** Concrete with a minimum 3.5 inches pour; and heavy broom-swept finish on the surface.

### 3.2. Exterior ramps

- **3.2.1. Width.** The clear width of ramps shall in no case be less than 48 inches. (1219 mm). Handrails, curbs, wheel guides and /or appurtenances shall not project into the required clear width of a ramp.
- **3.2.2. Slope.** The maximum slope of ramps shall be no greater than 1 unit vertical in 12 units horizontal (8-percent slope). Transitions from ramps to walks, gutters or streets shall be flush and free of abrupt changes.



- 3.2.3. Changes in level not exceeding ½ inch. Abrupt changes in level along any ramp shall not exceed ½ inch (12.7 mm). When changes in level do occur they shall be beveled with a slope no greater than 1 unit vertical in 2 unit horizontal (50 percent slope). Changes in level not exceeding ¼ inch (6.35 mm) may be vertical.
- **3.2.4. Changes in level exceeding ½ inch** (12.7 mm) shall be by means of a sloped surface not greater than 1 unit vertical in 20 units horizontal (5 percent slope).
- **3.2.5. Cross slope.** The cross slope of ramp surfaces shall be no greater than ¼ inch (6.35 mm) per foot (2.083-percent slope).
- **3.2.6. Ramps**, ramp landings and their approaches shall be designed so that water will not accumulate on the walking surface.

### 3.3. Exterior landings

- **3.3.1. Level.** Ramp landings shall be level as defined.
- **3.3.2.** Height relative to door. The top landing shall not be more than ½ inch (12.7 mm) lower than the top of the threshold of the doorway. (See Figure 1).
- **3.3.3. Location of landings**. Landings shall be provided at the top and bottom of each ramp. Intermediate landings shall be provided at intervals not exceeding 30 inches (762 mm) of vertical rise. Landings are not considered in determining the maximum horizontal distance of each ramp.
- **3.3.4. Size of top landings.** Top landings shall not be less than 60 inches (1524 mm) wide. Top landings shall have a minimum length of not less than 60 inches (1524 mm) in the direction of the ramp run (5 feet x 5 feet). (See Figure 2).
- **3.3.5. Size of intermediate landings.** The width of intermediate landings shall not be less than the clear width of the ramp, and shall not be less than 60 inches (1524 mm) in length (See Figure 2).
- **3.3.6. Size of intermediate turning landings.** The width of intermediate turning landings shall not be less than the clear width of the ramp, and shall not be less than 60 inches (1524 mm) in length (See Figure 2).
- **3.3.7. Size of bottom landings**. The width of bottom landings shall not be less than the clear width of the ramp, and shall not be less than 72 inches (1829 mm) in length (*See Figure 2*).
- 3.3.8. Encroachment of doors. Doors in any position shall not reduce the minimum dimension of the landing to less than 42 inches (1067 mm) and shall not reduce the required width by more than 3 inches (76.2 mm) when fully open. That is, the length of the landing shall equal or exceed the width of the door plus 42 inches (See Figure 3).



### 3.4. Maneuvering clearances at doors.

- 3.4.1. General. Landings at exit doors shall have a length in the direction of the door swing of at least 60 inches (1524 mm) and a length opposite the direction of the door swing of at least 44 inches (1118 mm) measured at right angles to the plane of the door in its closed position.
- 3.4.2. Strike edge maneuvering space. The width of the level area on the side to which the door swings shall extend at least 24 inches (610 mm) past the strike edge of the door. Note: 24 inches (610 mm) is preferred.
- **3.4.3. Front approach.** The following provisions shall apply to swinging doors with front approach:
  - **3.4.3.1. Pull side** For pull side approach the landing shall extend in the direction of the door swing at least 60 inches (1524 mm). (See Figure 4).
  - **3.4.3.2. Push side** For push side approach, the landing shall extend in the direction of the door swing at least 60 inches (1524 mm). (See Figure 4).
  - **3.4.3.3.** Push side with closer and latch Doors with push side approach having both a closer and a latch shall be provided with a clear and level area extending a minimum of 12 inches (305 mm) past the strike edge on the approach side of the door. (See Figure 4).
- **3.4.4. Hinge side approach**. The following provisions shall apply to swinging doors with hinge side approach:
  - **3.4.4.1. Pull side** Doors with pull side approach shall be provided with a level landing not less than 60 inches (1524 mm) in depth. A clear and level area shall extend a minimum of 36 inches (914 mm) past the strike edge on the approach side of the door. (See Figure 5). Exception. Doors with pull side approach and a level landing greater than 60 inches (1524 mm) in depth shall be provided with a clear and level area at least 24 inches (610 mm) past the strike edge of the door.
  - 3.4.4.2. Push side Doors with push side approach shall have a level landing not less than 44 inches (1118 mm) in depth, and shall be provided with a clear and level area extending a minimum of 54 inches (1372 mm) from the strike edge of the door jamb past the hinge side of the door. Doors with a latch and closer shall have a level landing not less than 48 inches (1219 mm) depth at the push side of the door. (See Figure 5).
- **3.4.5. Latch side approach.** The following provisions shall apply to swinging doors with latch side approach:
  - **3.4.5.1. Pull side** Doors with pull side approach shall have a level landing not less than 60 inches (1524 mm) in depth, and



shall be provided with a clear and level area extending a minimum of 24 inches (610 mm) past the strike edge on the approach side of the door. (See Figure 6).

3.4.5.2. Push side Doors with push side approach shall have a level floor or landing not less than 44 inches (1118 mm) in depth, and shall be provided with a clear and level area extending a minimum of 24 inches (610 mm) past the strike edge on the approach side of the door. Doors with a closer shall have a level floor or landing not less than 48 inches (1219 mm) depth at the push side of the door. (See Figure 6).

### 3.5. Handrails

- **3.5.1. Ramp height.** Ramps more than 30 inches (762 mm) above the adjacent floor or ground and open on one or both sides shall be provided with handrails.
- 3.5.2. Where required. Handrails shall be provided at each side of ramps when the slope exceeds 1 unit vertical in 20 units vertical (5 % slope). Handrails on all ramps shall be continuous. Exception: Ramps that serve an individual dwelling unit may have one handrail, except that ramps open on one or both sides shall have handrails provided on the open side or sides.
- **3.5.3. Handrail height**. The top of handrails shall be 34 to 38 inches (864 to 965 mm) above the ramp surface.
- **3.5.4.** Handrail ends. Handrail ends shall be returned.
- **3.5.5. Handrail extension**. Handrails shall extend a minimum of 12 inches (305 mm) beyond the top and bottom of the ramp. Where the extension creates a hazard, the termination of the extension shall be rounded or returned smoothly to the floor, wall or post. (See Figure 7).
- 3.5.6. Handrail projections. Handrails projecting from a wall shall have a space of 1-1/2 inches (38.1 mm) between the wall and the handrail. Handrails shall not reduce the required minimum clear width of the ramps. Handrails may be located in a recess if the recess is a maximum of 3 inches (76.2 mm) deep and extends at least 18 inches (457 mm) above the top of the rail. Any wall or other surface adjacent to the handrail shall be free of sharp or abrasive elements.
- **3.5.7. Handrail grips**. The handgrip portion of handrails shall not be less than 1½ inches (31.75 mm) nor more than 2 inches (50.8 mm) in cross-sectional dimension or the shape shall provide an equivalent gripping surface. The handgrip portion of handrails shall have a minimum radius of 1/8 inch (3.17 mm). Handrails shall not rotate within their fittings. (See Figure 8).



### 3.6. Curbs and wheel guides.

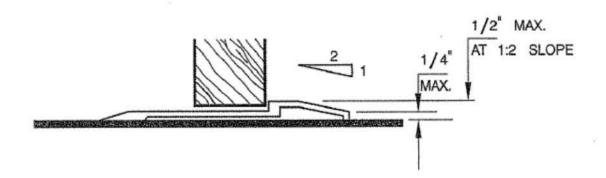
- **3.6.1. Application** Ramps exceeding 10 feet (3048 mm) in length and ramp landings having a vertical drop exceeding 4 inches (101.6 mm), shall be provided with one of the following:
- **3.6.2. Specifications** Guide curbs a minimum of 2 inches (50.8 mm), in height at each side; or wheel guide rails at each side, centered 2 to 4 inches (50.8 to 101.6 mm) above the surface of the ramp, or ramp landing. (See Figure 7).
- **3.6.3. Exception:** Ramps or ramp landings bounded by a wall or fence.

### 3.7. Hazards on accessible routes

- **3.7.1. Headroom clearance**. Ramps that are a part of a dwelling's primary egress system shall have a minimum clear headroom of 84 inches (2134 mm).
- **3.7.2. Exception:** Doorways and archways less than 24 inches (610mm) in depth may have a minimum clear headroom of 80 inches (2032 mm).
- **3.7.3. Overhanging obstructions**. Any obstruction that overhangs a ramp shall be a minimum of 84 inches (2032 mm) above the walking surface as measured from the bottom of the obstruction. (See Figure 9).



### 3.8. Figures

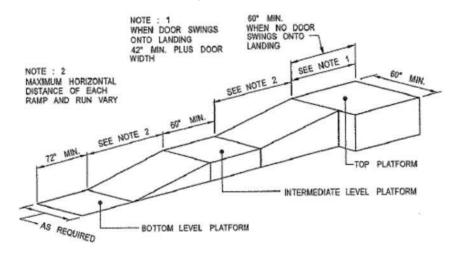


THESE DIAGRAMS ILLUSTRATE THE SPECIFIC REQUIREMENTS OF THESE REGULATIONS AND ARE INTENDED ONLY AS AN AID FOR BUILDING DESIGN AND CONSTRUCTION.

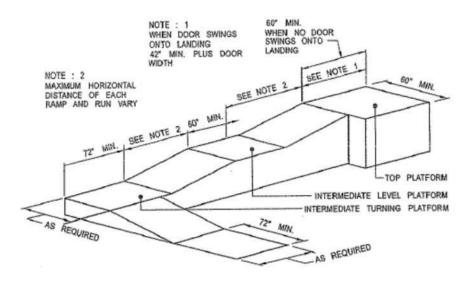
Figure 1

Thresholds





### ( a ) STRAIGHT RAMP RUN



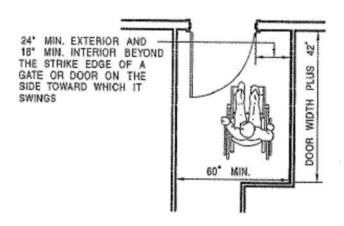
(b) RAMP WITH TURNING PLATFORM

THESE DIAGRAMS ILLUSTRATE THE SPECIFIC REQUIREMENTS OF THESE REGULATIONS AND ARE INTENDED ONLY AS AN AID FOR BUILDING DESIGN AND CONSTRUCTION.

Figure 2

Ramp Dimensions





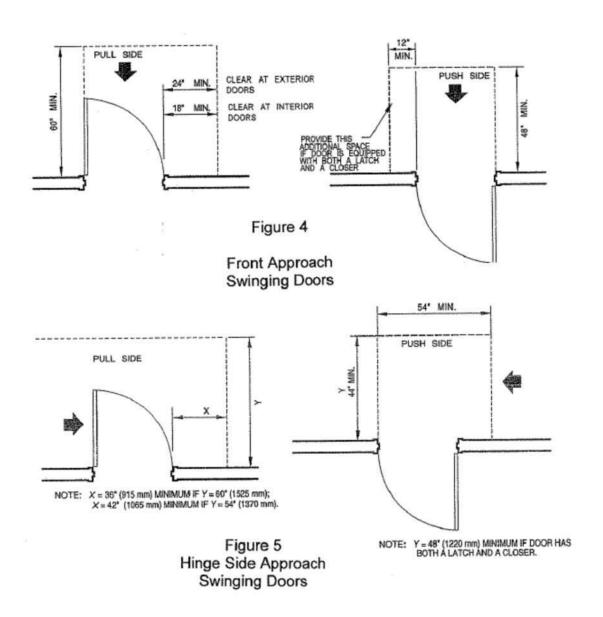
(b) RAMP LANDING AT DOORWAY

THESE DIAGRAMS ILLUSTRATE THE SPECIFIC REQUIREMENTS OF THESE REGULATIONS AND ARE INTENDED ONLY AS AN AID FOR BUILDING DESIGN AND CONSTRUCTION.

Figure 3

Ramp Landing and Doorway





THESE DIAGRAMS ILLUSTRATE THE SPECIFIC REQUIREMENTS OF THESE REGULATIONS AND ARE INTENDED ONLY AS AN AID FOR BUILDING DESIGN AND CONSTRUCTION.

LEVEL MANEUVERING CLEARANCE AT DOORS



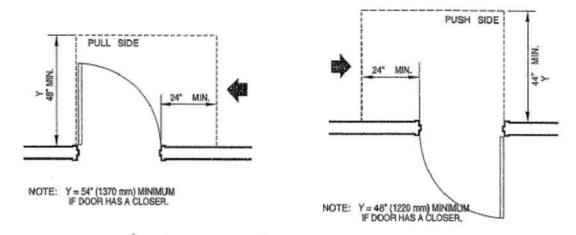
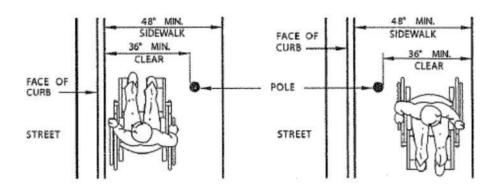
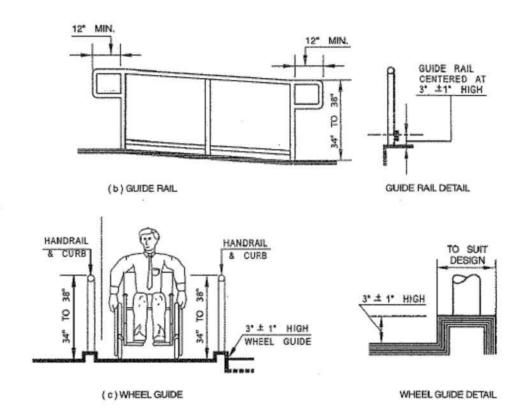


Figure 6 Latch Side Approach Swinging Doors





#### (a) SIDEWALK OBSTRUCTIONS

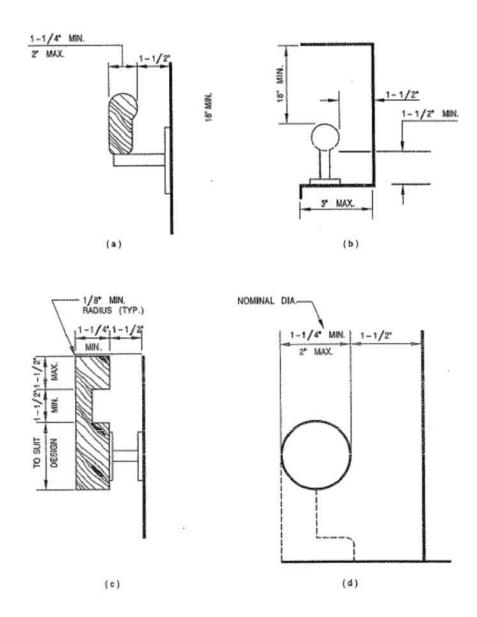


THESE DIAGRAMS ILLUSTRATE THE SPECIFIC REQUIREMENTS OF THESE REGULATIONS AND ARE INTENDED ONLY AS AN AID FOR BUILDING DESIGN AND CONSTRUCTION.

Figure 7

Ramps and Sidewalks



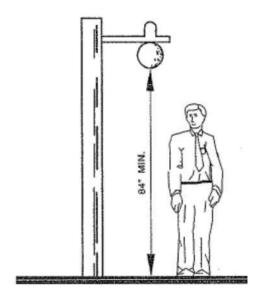


THESE DIAGRAMS ILLUSTRATE THE SPECIFIC REQUIREMENTS OF THESE REGULATIONS AND ARE INTENDED ONLY AS AN AID FOR BUILDING DESIGN AND CONSTRUCTION,

Figure 8

Handrails





THIS DIAGRAM ILLUSTRATES THE SPECIFIC REQUIREMENTS OF THESE REGULATIONS AND IS INTENDED ONLY AS AN AID FOR BUILDING DESIGN AND CONSTRUCTION.

Figure 9
Overhanging Obstruction

## RESOLUTION 03-19-133 REVISED ALTERATION STANDARD 42: RAMPS

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to amend a policy to address the proper installation and maintenance of Ramps;

WHEREAS, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard 42: Ramps and,

NOW THEREFORE BE IT RESOLVED, December 17, 2019, that the Board of Directors of this Corporation hereby revises Alteration Standard 42: Ramps as attached to the official meeting minutes; and

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

### ATTACHMENT 3 – REVISED REDLINE STANDARD 42: RAMPS



### **STANDARD 42: RAMPS**

# ADOPTED APRIL 2008, RESOLUTION 03-08-31 GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49 REVISED NOVEMBER 2019, RESOLUTION 03-19-133

**REVISED [DATE] 2023, RESOLUTION 03-23-XX** 

### 1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

### 2.0 <u>DEFINITIONS</u>

<del>3.0</del>—

- **3.1.** Pedestrian ramp is a sloping accessible route intended for pedestrian traffic to and from a unit.
- **3.2.** Slope is the relative steepness of the land between two points and is calculated as follows: Slope is the horizontal distance and elevation change between the two points. The difference in elevation is divided by the distance and the resulting fraction is multiplied by 100 to obtain the percentage of slope.
- **3.3.** Cross slope is the slope that is perpendicular to the direction of travel.
- 3.4. Level area is a specified surface that does not have a slope in any direction exceeding \( \frac{1}{4} \) inch (6.4 mm) in 1 foot (305 mm) from the horizontal (2.083 gradient).

### **SPECIFICATIONS**

#### 2.1. Materials

2.1.1. Concrete with a minimum 3.5 inchesPoured concrete must meet current International Code Council (I.C.C.) requirements pour; and have heavy broom-swept finish on the surface.

2.1.2. Slab extensions must be sufficiently doweled to existing slab to prevent movement. Submitted plans must be approved by Manor Alterations for methods and materials to ensure sufficient stabilization of extension area, up to and including additional concrete removal and replacement to ensure extension is sufficiently tied into surrounding concrete.

### 2.1.2.2. Exterior Rramps

- 2.2.1. Width. The clear width of ramps shall in no case be less than 48 inches. (1219 mm). Handrails, curbs, wheel guides and /or appurtenances shall not project into the required clear width of a ramp. All ramps must meet current applicable City, State and Federal requirements.
- **2.2.2.** Ramps for wheelchair access must meet current Americans with Disabilities Act (ADA) requirements.
- **2.2.3.** Member shall contact Landscape Services for any removal of landscaping and alteration of the irrigation system, as a chargeable service.
- 2.2.4. Member(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized "Recordable Exclusive Use of Common Area Revocable License" for a proposed improvement that would utilize any portion of the Mutual's Common Area. Prior to the issuance of a Mutual Consent for Manor Alterations, that "Recordable Exclusive Use of Common Area Revocable License" must be filed with the Orange County Clerk/Recorder.
- 2.1.1. Member(s) are responsible for applicable "Recordable Common Area Exclusive Use Revocable License" fee and any applicable filing fees with the Orange County Clerk/Recorder.
- **2.1.2.** Slope. The maximum slope of ramps shall be no greater than 1 unit vertical in 12 units horizontal (8-percent slope). Transitions from ramps to walks, gutters or streets shall be flush and free of abrupt changes.



- 2.1.3. Changes in level not exceeding ½ inch. Abrupt changes in level along any ramp shall not exceed ½ inch (12.7 mm). When changes in level do occur they shall be beveled with a slope no greater than 1 unit vertical in 2 unit horizontal (50 percent slope). Changes in level not exceeding ¼ inch (6.35 mm) may be vertical.
- 2.1.4. Changes in level exceeding ½ inch (12.7 mm) shall be by means of a sloped surface not greater than 1 unit vertical in 20 units horizontal (5 percent slope).
- **2.1.5.** Cross slope. The cross slope of ramp surfaces shall be no greater than ½ inch (6.35 mm) per foot (2.083-percent slope).
- **2.1.6.** Ramps, ramp landings and their approaches shall be designed so that water will not accumulate on the walking surface.
- 2.1.7.
- 2.1.8. Exterior landings
- <del>2.1.9.</del>
- 2.1.10.Level. Ramp landings shall be level as defined.
- 2.1.11.Height relative to door. The top landing shall not be more than ½ inch (12.7 mm) lower than the top of the threshold of the doorway. (See Figure 1).
- 2.1.12.Location of landings. Landings shall be provided at the top and bottom of each ramp. Intermediate landings shall be provided at intervals not exceeding 30 inches (762 mm) of vertical rise. Landings are not considered in determining the maximum horizontal distance of each ramp.
- 2.1.13.Size of top landings. Top landings shall not be less than 60 inches (1524 mm) wide. Top landings shall have a minimum length of not less than 60 inches (1524 mm) in the direction of the ramp run (5 feet x 5 feet). (See Figure 2).
- 2.1.14.Size of intermediate landings. The width of intermediate landings shall not be less than the clear width of the ramp, and shall not be less than 60 inches (1524 mm) in length (See Figure 2).
- 2.1.15.Size of intermediate turning landings. The width of intermediate turning landings shall not be less than the clear width of the ramp, and shall not be less than 60 inches (1524 mm) in length (See Figure 2).
- **2.1.16.Size of bottom landings**. The width of bottom landings shall not be less than the clear width of the ramp, and shall not be less than 72 inches (1829 mm) in length (See Figure 2).
- 2.1.17.Encroachment of doors. Doors in any position shall not reduce the minimum dimension of the landing to less than 42 inches (1067 mm) and shall not reduce the required width by more than 3 inches (76.2 mm) when fully open. That is, the length of the landing shall equal or exceed the width of the door plus 42 inches (See Figure 3).



- 2.2. Maneuvering clearances at doors.
- 2.2.1. General. Landings at exit doors shall have a length in the direction of the door swing of at least 60 inches (1524 mm) and a length opposite the direction of the door swing of at least 44 inches (1118 mm) measured at right angles to the plane of the door in its closed position.
- **2.2.2. Strike edge maneuvering space.** The width of the level area on the side to which the door swings shall extend at least 24 inches (610 mm) past the strike edge of the door. **Note**: 24 inches (610 mm) is preferred.
- **2.2.3. Front approach.** The following provisions shall apply to swinging doors with front approach:
- **2.2.4. Pull side** For pull side approach the landing shall extend in the direction of the door swing at least 60 inches (1524 mm). (See Figure 4).
- **2.2.5.** Push side For push side approach, the landing shall extend in the direction of the door swing at least 60 inches (1524 mm). (See Figure 4).
- 2.2.6. Push side with closer and latch Doors with push side approach having both a closer and a latch shall be provided with a clear and level area extending a minimum of 12 inches (305 mm) past the strike edge on the approach side of the door. (See Figure 4).
- **2.2.7. Hinge side approach**. The following provisions shall apply to swinging doors with hinge side approach:
- 2.2.8. Pull side Doors with pull side approach shall be provided with a level landing not less than 60 inches (1524 mm) in depth. A clear and level area shall extend a minimum of 36 inches (914 mm) past the strike edge on the approach side of the door. (See Figure 5). Exception. Doors with pull side approach and a level landing greater than 60 inches (1524 mm) in depth shall be provided with a clear and level area at least 24 inches (610 mm) past the strike edge of the door.
- 2.2.9. Push side Doors with push side approach shall have a level landing not less than 44 inches (1118 mm) in depth, and shall be provided with a clear and level area extending a minimum of 54 inches (1372 mm) from the strike edge of the door jamb past the hinge side of the door. Doors with a latch and closer shall have a level landing not less than 48 inches (1219 mm) depth at the push side of the door. (See Figure 5).
- **2.2.10.Latch side approach.** The following provisions shall apply to swinging doors with latch side approach:
- 2.2.11.Pull side Doors with pull side approach shall have a level landing not less than 60 inches (1524 mm) in depth, and



- 2.2.12.
- **2.2.13.**shall be provided with a clear and level area extending a minimum of 24 inches (610 mm) past the strike edge on the approach side of the door. (See Figure 6).
- 2.2.14.Push side Doors with push side approach shall have a level floor or landing not less than 44 inches (1118 mm) in depth, and shall be provided with a clear and level area extending a minimum of 24 inches (610 mm) past the strike edge on the approach side of the door. Doors with a closer shall have a level floor or landing not less than 48 inches (1219 mm) depth at the push side of the door. (See Figure 6).
- 2.2.15.Handrails
- 2.2.16.
- **2.2.17.Ramp height.** Ramps more than 30 inches (762 mm) above the adjacent floor or ground and open on one or both sides shall be provided with handrails.
- 2.2.18.Where required. Handrails shall be provided at each side of ramps when the slope exceeds 1 unit vertical in 20 units vertical (5 % slope). Handrails on all ramps shall be continuous. Exception: Ramps that serve an individual dwelling unit may have one handrail, except that ramps open on one or both sides shall have handrails provided on the open side or sides.
- **2.2.19.Handrail height**. The top of handrails shall be 34 to 38 inches (864 to 965 mm) above the ramp surface.
- 2.2.20.Handrail ends. Handrail ends shall be returned.
- **2.2.21.Handrail extension**. Handrails shall extend a minimum of 12 inches (305 mm) beyond the top and bottom of the ramp. Where the extension creates a hazard, the termination of the extension shall be rounded or returned smoothly to the floor, wall or post. (See Figure 7).
- 2.2.22.Handrail projections. Handrails projecting from a wall shall have a space of 1-1/2 inches (38.1 mm) between the wall and the handrail. Handrails shall not reduce the required minimum clear width of the ramps. Handrails may be located in a recess if the recess is a maximum of 3 inches (76.2 mm) deep and extends at least 18 inches (457 mm) above the top of the rail. Any wall or other surface adjacent to the handrail shall be free of sharp or abrasive elements.
- 2.2.23.Handrail grips. The handgrip portion of handrails shall not be less than 1½ inches (31.75 mm) nor more than 2 inches (50.8 mm) in cross-sectional dimension or the shape shall provide an equivalent gripping surface. The handgrip portion of handrails shall have a minimum radius of 1/8 inch (3.17 mm). Handrails shall not rotate within their fittings. (See Figure 8).



- 2.3. Curbs and wheel guides.
- **2.3.1. Application** Ramps exceeding 10 feet (3048 mm) in length and ramp landings having a vertical drop exceeding 4 inches (101.6 mm), shall be provided with one of the following:
- **2.3.2. Specifications** Guide curbs a minimum of 2 inches (50.8 mm), in height at each side; or wheel guide rails at each side, centered 2 to 4 inches (50.8 to 101.6 mm) above the surface of the ramp, or ramp landing. (See Figure 7).
- **2.3.3.** Exception: Ramps or ramp landings bounded by a wall or fence.
- 2.4. Hazards on accessible routes
- **2.4.1. Headroom clearance**. Ramps that are a part of a dwelling's primary egress system shall have a minimum clear headroom of 84 inches (2134 mm).
- **2.4.2. Exception:** Doorways and archways less than 24 inches (610mm) in depth may have a minimum clear headroom of 80 inches (2032 mm).
- **2.4.3.** Overhanging obstructions. Any obstruction that overhangs a ramp shall be a minimum of 84 inches (2032 mm) above the walking surface as measured from the bottom of the obstruction. (See Figure 9).

# 2.5. Figures 1/2' MAX. AT 1:2 SLOPE THESE DIAGRAMS ILLUSTRATE THE SPECIFIC REQUIREMENTS OF THESE REGULATIONS AND ARE INTENDED ONLY AS AN AID FOR BUILDING DESIGN AND CONSTRUCTION. Figure 1 Thresholds

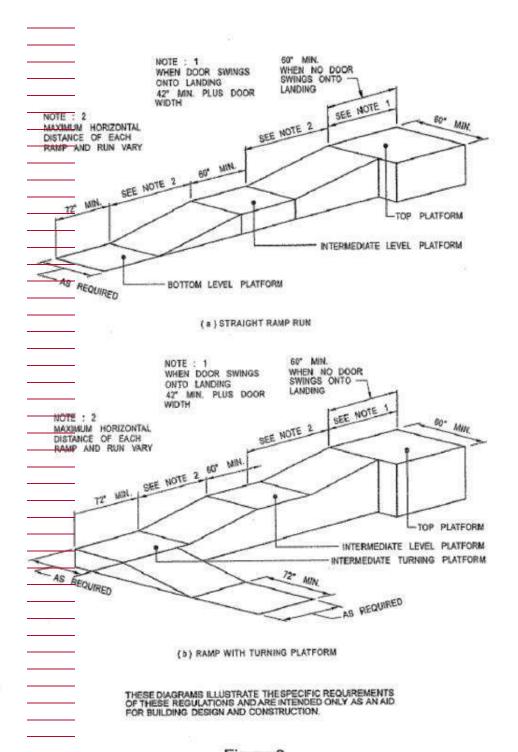
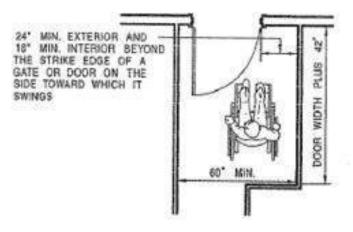


Figure 2

Ramp Dimensions

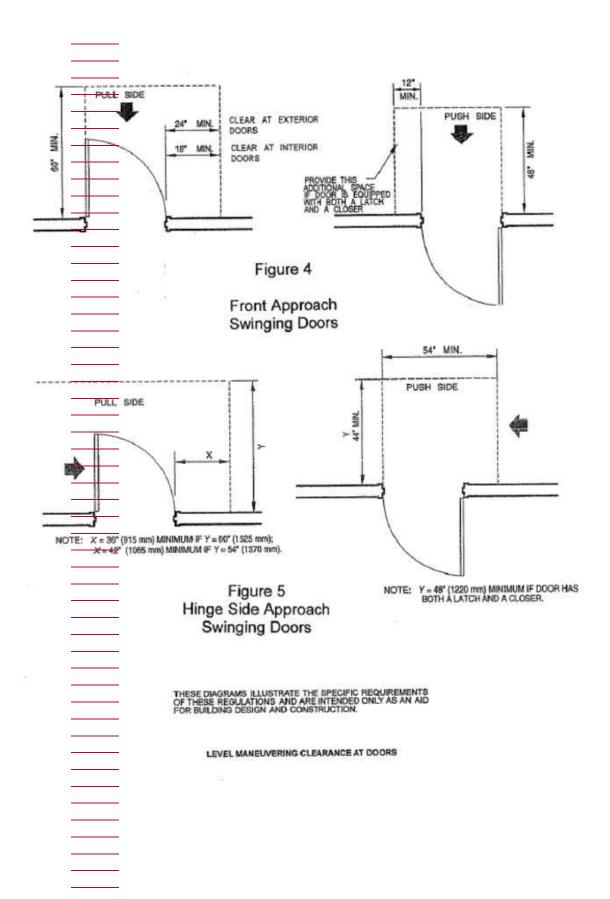


( b ) RAMP LANDING AT DOORWAY

THESE DIAGRAMS LLUSTRATE THE SPECIFIC REQUIREMENTS OF THESE REGULATIONS AND ARE INTENDED ONLY AS AN AID FOR BUILDING DESIGN AND CONSTRUCTION.

### Figure 3

Ramp Landing and Doorway



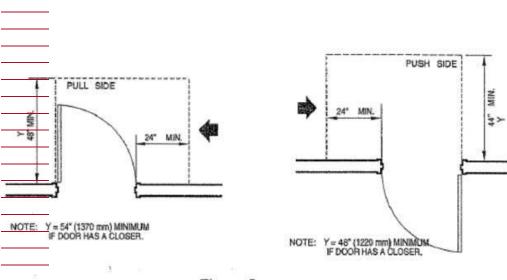
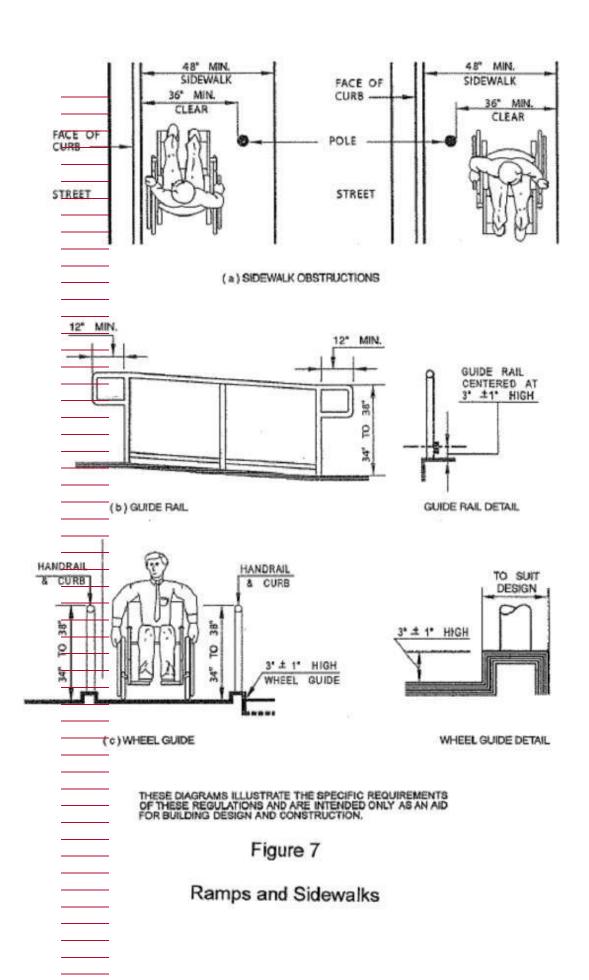
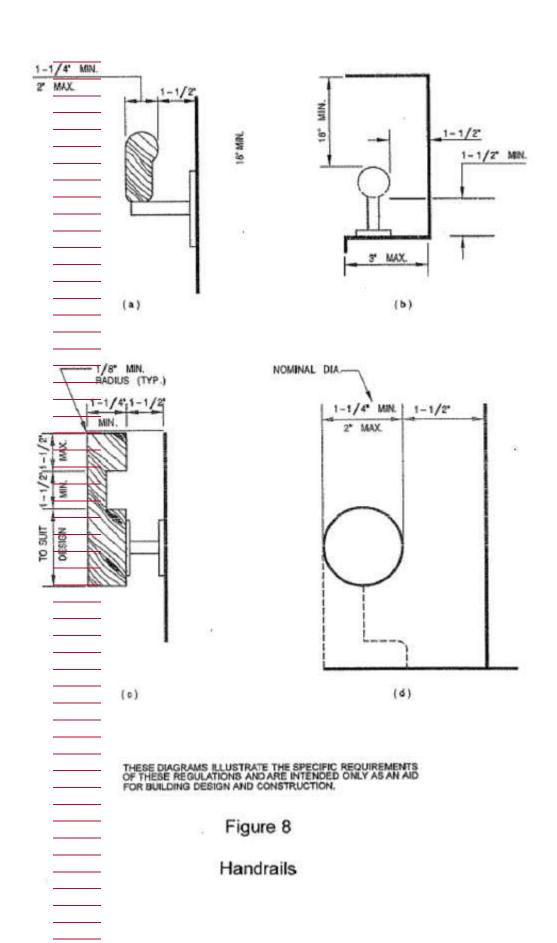
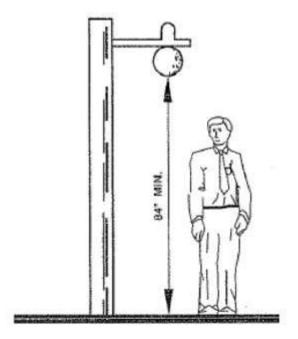


Figure 6 Latch Side Approach Swinging Doors







THIS DIAGRAM ILLUSTRATES THE SPECIFIC REQUIREMENTS OF THESE REGULATIONS AND IS INTENDED ONLY AS AN AID FOR BUILDING DESIGN AND CONSTRUCTION.

Figure 9
Overhanging Obstruction

### ATTACHMENT 4 – FINAL DRAFT STANDARD 42: RAMPS



#### STANDARD 42: RAMPS

ADOPTED APRIL 2008, RESOLUTION 03-08-31
GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49
REVISED NOVEMBER 2019, RESOLUTION 03-19-133
REVISED [DATE] 2023, RESOLUTION 03-23-XX

#### 1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

#### 2.0 **SPECIFICATIONS**

#### 2.1. Materials

- **2.1.1.** Poured concrete must meet current International Code Council (I.C.C.) requirements and have heavy broom-swept finish on the surface.
- 2.1.2. Slab extensions must be sufficiently doweled to existing slab to prevent movement. Submitted plans must be approved by Manor Alterations for methods and materials to ensure sufficient stabilization of extension area, up to and including additional concrete removal and replacement to ensure extension is sufficiently tied into surrounding concrete.

#### 2.2. Exterior Ramps

- **2.2.1.** All ramps must meet current applicable City, State and Federal requirements.
- **2.2.2.** Ramps for wheelchair access must meet current Americans with Disabilities Act (ADA) requirements.
- **2.2.3.** Member shall contact Landscape Services for any removal of landscaping and alteration of the irrigation system, as a chargeable service.
- 2.2.4. Member(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized "Recordable Exclusive Use of Common Area Revocable License" for a proposed improvement that would utilize any portion of the Mutual's Common Area. Prior to the issuance of a Mutual Consent for Manor Alterations, that "Recordable Exclusive Use of Common Area Revocable License" must be filed with the Orange County Clerk/Recorder.

**2.2.5.** Member(s) are responsible for applicable "Recordable Common Area Exclusive Use Revocable License" fee and any applicable filing fees with the Orange County Clerk/Recorder.



#### **RESOLUTION 03-23-XX**

#### **REVISED ALTERATION STANDARD 42: RAMPS**

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to amend a policy to address the proper installation and maintenance of Ramps; and

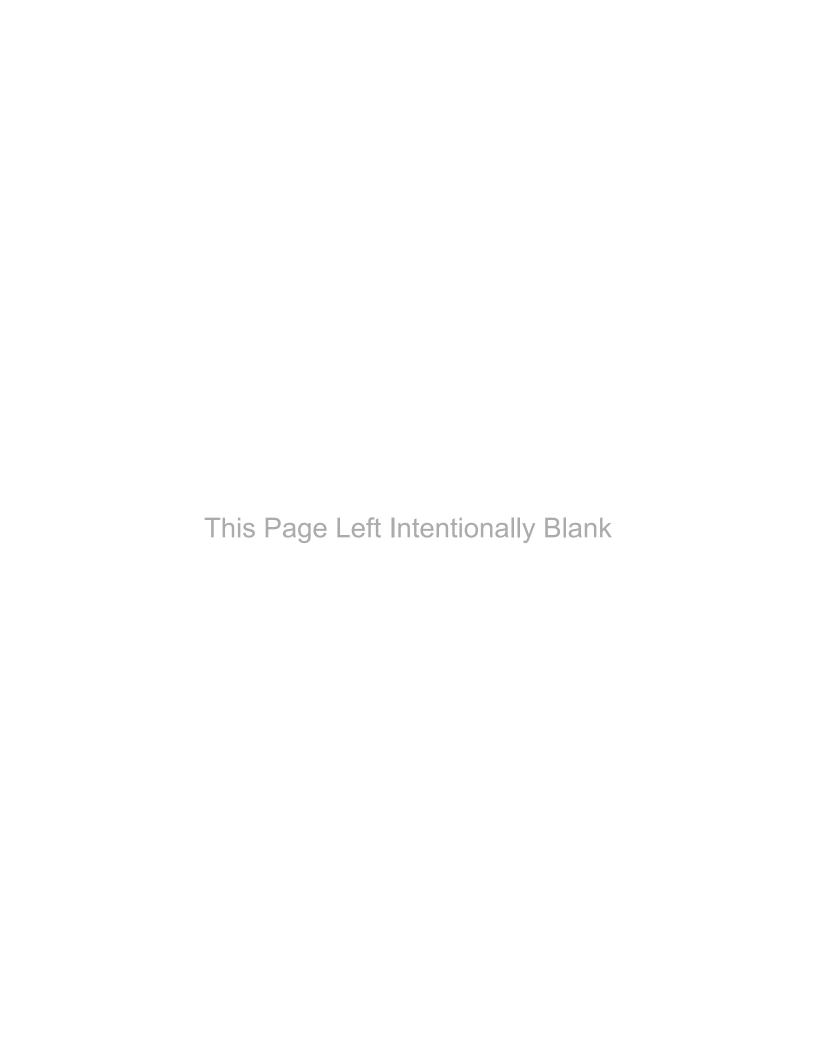
**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard 42: Ramps;

**NOW THEREFORE BE IT RESOLVED,** [DATE], 2023, that the Board of Directors of this Corporation hereby revises Alteration Standard 42: Ramps as attached to the official meeting minutes; and

**RESOLVED FURTHER,** that Resolution 03-19-133 adopted December 17, 2019, is hereby superseded in its entirety and no longer in effect; and

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

JULY INITIAL NOTIFICATION: Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 28-days from the postponement to comply with Civil Code §4360.





#### **STAFF REPORT**

**DATE:** July 6, 2023

FOR: Architectural Controls and Standard Committee

SUBJECT: Revision to Architectural Standard 16: Garage Doors, Sectional or One

Piece

#### **RECOMMENDATION**

Recommended that the Board of Directors approve a resolution to revise Alteration Standard 16: Garage Doors.

#### **BACKGROUND**

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

There are currently 40 Alteration Standards available for Members to use to perform alterations to their Manor. Many have not been reviewed or updated for years to reflect changes in technology, materials, and construction methods.

Alteration Standard 16: Garage Doors was last revised in June, 2018, via Resolution 03-18-90 (Attachment 1 and 2), while the applicable paint policy 'Garage Doors on Multi-Unit Building Paint Policy' was last revised March 2015 via resolution 03-15-34 (Attachment 3).

#### DISCUSSION

Staff have reviewed the existing Alteration Standard 16: Garage Doors and determined that the Standard needs to be revised to reflect the current materials and applicability. The proposed revisions to the Standard are as follows:

Replace the current color policy list in section 2.3

**2.3** All garage doors in multi-unit buildings shall be selected and/or painted to maintain an appearance that conforms to the approved paint color criteria as dictated by the Mutual's Policy on Exterior Paint Colors and Procedures.

With

**2.3** Approvable garage door colors consist are: standard pre-painted manufacturer colors; Standard White, Almond, Desert Tan, Sandstone or Chocolate, or be an approved garage door color for any building type under the existing Third Mutual Exterior Paint Scheme.

Add the use of fiberglass as a door material in section 2.4.

Third Architectural Controls and Standards Committee Revision to Architectural Standard 16: Garage Doors, Sectional or One Piece 07/06/2023

Page 2

#### **FINANCIAL ANALYSIS**

The adoption of the revised Standard 16: Garage Doors would not incur any additional costs to the Mutual.

Prepared By: Gavin Fogg, Manor Alterations Supervisor

Reviewed By: Baltazar Mejia, Maintenance & Construction Assistant Director

Michael Horton, Manor Alterations Manager

#### ATTACHMENT(S)

Attachment 1 – Current Standard 16: Garage Doors, Sectional or One Piece

Attachment 2 – Current Resolution 03-18-90

Attachment 3 – Current Garage Doors on Multi-Unit Building Paint Policy

Attachment 4 – Revised Redline Standard 16: Garage Doors

Attachment 5 – Final Draft Standard 16: Garage Doors, Sectional or One Piece

Attachment 6 – Revised Resolution 03-23-XX

# ATTACHMENT 1 – CURRENT STANDARD 16: GARAGE DOORS, SECTIONAL, OR ONE PIECE



# STANDARD 16: GARAGE DOORS, SECTIONAL OR ONE PIECE

JANUARY 1993
REVISED AUGUST 2002, RESOLUTION M3-02-39
GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49
REVISED DECEMBER 2014, RESOLUTION 03-14-141
REVISED SEPTEMBER 2015, RESOLUTION 03-15-127
GENERAL REQUIREMENTS REVISED JANUARY 2018, RESOLUTION 03-18-12
REVISED JUNE 2018, RESOLUTION 03-18-90

#### 1.0 **GENERAL REQUIREMENTS**

#### **SEE STANDARD SECTION 1: GENERAL REQUIRMENTS**

#### 2.0 APPLICATIONS

- **2.1** No garage door will be installed that requires modification to the building structure.
- **2.2** Garage doors shall utilize existing door frames with only minor modifications to facilitate fit and clearances.
- 2.3 All garage doors in multi-unit buildings shall be selected and/or painted to maintain an appearance that conforms to the approved paint color criteria as dictated by the Mutual's Policy on Exterior Paint Colors and Procedures.
- **2.4** All garage doors shall be of aluminumor steel construction. One-piece or sectional panel style is optional. Sectional style shall be limited to five panels maximum.
- **2.5** Built-in self closing mail slots are permissible.
- **2.6** Built-in windows in the top panel or second from the top panel of a sectional panel style garage door are permissible.
- 2.7 All design or patterns including window shape and size must be in keeping with the architecture of the building. Approval by the Alterations Department will be deemed in keeping with the existing architecture of the building.
- **2.8** No built-in type access or pet doors will be permitted.

#### ATTACHMENT 2 – CURRENT RESOLUTION 03-18-90

# RESOLUTION 03-18-90 Revise Alteration Standard 16: Garage Doors

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

**WHEREAS**, the Architectural Controls and Standards Committee recognize the need to revise Alteration Standard 16: Garage Doors.

**NOW THEREFORE BE IT RESOLVED,** June 19, 2018, that the Board of Directors of this Corporation hereby adopts the following Alteration Standard 16: Garage Doors;

#### 1.0 GENERAL REQUIREMENTS

**See Standard 1: General Requirements** 

#### 2.0 APPLICATIONS

No garage door will be installed that requires modification to the building structure.

- **2.1** Garage doors shall utilize existing door frames with only minor modifications to facilitate fit and clearances.
- 2.2 All garage doors in multi-unit buildings shall be selected and/or painted to maintain an appearance that conforms to the approved paint color criteria as dictated by the Mutual's Policy on Exterior Paint Colors and Procedures.
- **2.3** All garage doors shall be of aluminum or steel construction. One-piece or all panel style is optional. Sectional style shall be limited to five panels maximum.
- **2.4** Built-in self-closing mail slots are permissible.
- **2.5** Built-in windows in the top panel or second from the top panel of a sectional panel style garage door are permissible.
- 2.6 All design or patterns including window shape and size must be in keeping with the architecture of the building. Approval by the Permits and Inspections office will be deemed in keeping with the existing architecture of the building.
- **2.7** No built-in type access or pet doors will be permitted.

**RESOLVED FURTHER,** that Resolution 03-15-127 adopted September 15, 2015, is hereby superseded in its entirety and no longer in effect; and

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

# ATTACHMENT 3 – CURRENT GARAGE DOORS ON MULTI-UNIT BUILDING PAINT POLICY

#### **RESOLUTION 03-15-34**

#### **Garage Doors on Multi-Unit Building Paint Policy**

**WHEREAS**, alteration metal garage doors, like other components of a residential building, are painted the Board-approved color schemes for the body or accent color during the Mutual's Exterior Paint Program; and

**NOW THEREFORE BE IT RESOLVED**, March 17, 2015, the Board of Directors hereby adopts a Multi-Unit Building Garage Door Paint Policy exempting alteration metal garage doors with a white/off-white factory finish from being painted during the Exterior Paint Program when white/off-white is part of the approved color scheme for that particular building; and

**RESOLVED FURTHER**, all other garage doors on multi-unit buildings will be painted the designated color from the color scheme option selected for the building (whichever is selected for the building following established Board approved color selection procedures) in which the garage doors are located; and

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



### STANDARD 16: GARAGE DOORS, SECTIONAL OR ONE PIECE

JANUARY 1993
REVISED AUGUST 2002, RESOLUTION M3-02-39
GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49

REVISED DECEMBER 2014, RESOLUTION 03-14-141 REVISED SEPTEMBER 2015, RESOLUTION 03-15-127

GENERAL REQUIREMENTS REVISED JANUARY 2018, RESOLUTION 03-18-12
REVISED JUNE 2018, RESOLUTION 03-18-90
REVISED [DATE] 2023, RESOLUTION 03-23-XX

#### 1.0 GENERAL REQUIREMENTS

#### **SEE STANDARD SECTION 1: GENERAL REQUIRMENTS**

#### 2.0 APPLICATIONS

- **2.1** No garage door will be installed that requires modification to the building structure.
- <u>2.2</u> Garage doors shall utilize existing door frames with only minor modifications to facilitate fit and clearances.
- 2.22.3 Approvable garage door colors consist are: standard pre-painted manufacturer colors; Standard White, Almond, Desert Tan, Sandstone or Chocolate, or be an approved garage door color for any building type under the existing Third Mutual Exterior Paint Scheme.

All garage doors in multi-unit buildings shall be selected and/or painted to maintain an appearance that conforms to the approved paint color criteria as dictated by the Mutual's Policy on Exterior Paint Colors and Procedures.

- 2.32.4 All garage doors shall be of aluminum, or steel or, fiberglass construction. One-piece or sectional panel style is optional. Sectional style shall be limited to five panels maximum.
- **2.42.5** Built-in self closing mail slots are permissible.
- **2.52.6** Built-in windows in the top panel or second from the top panel of a sectional panel style garage door are permissible.
- 2.62.7 All design or patterns including window shape and size must be in keeping with the architecture of the building. Approval by the Alterations Department will be deemed in keeping with the existing architecture of the building.

2.72.8 No built-in type access or pet doors will be permitted.

# ATTACHMENT 5 – FINAL DRAFT STANDARD 16: GARAGE DOORS, SECTIONAL OR ONE PIECE



### STANDARD 16: GARAGE DOORS, SECTIONAL OR ONE PIECE

JANUARY 1993

REVISED AUGUST 2002, RESOLUTION M3-02-39
GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49
REVISED DECEMBER 2014, RESOLUTION 03-14-141
REVISED SEPTEMBER 2015, RESOLUTION 03-15-127
GENERAL REQUIREMENTS REVISED JANUARY 2018, RESOLUTION 03-18-12
REVISED JUNE 2018, RESOLUTION 03-18-90
REVISED [DATE] 2023, RESOLUTION 03-23-XX

#### 1.0 GENERAL REQUIREMENTS

#### **SEE STANDARD SECTION 1: GENERAL REQUIRMENTS**

#### 2.0 APPLICATIONS

- **2.1** No garage door will be installed that requires modification to the building structure.
- **2.2** Garage doors shall utilize existing door frames with only minor modifications to facilitate fit and clearances.
- 2.3 Approvable garage door colors consist are: standard pre-painted manufacturer colors; Standard White, Almond, Desert Tan, Sandstone or Chocolate, or be an approved garage door color for any building type under the existing Third Mutual Exterior Paint Scheme.
- 2.4 All garage doors shall be of aluminum, steel or, fiberglass construction. One-piece or sectional panel style is optional. Sectional style shall be limited to five panels maximum.
- **2.5** Built-in self closing mail slots are permissible.
- **2.6** Built-in windows in the top panel or second from the top panel of a sectional panel style garage door are permissible.
- 2.7 All design or patterns including window shape and size must be in keeping with the architecture of the building. Approval by the Alterations Department will be deemed in keeping with the existing architecture of the building.
- **2.8** No built-in type access or pet doors will be permitted.

### ATTACHMENT 6 – REVISED RESOLUTION 03-23-XX



#### **RESOLUTION 03-23-XX**

#### **Revise Alteration Standard 16: Garage Doors**

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

**WHEREAS**, the Architectural Controls and Standards Committee recognize the need to revise Alteration Standard 16: Garage Doors;

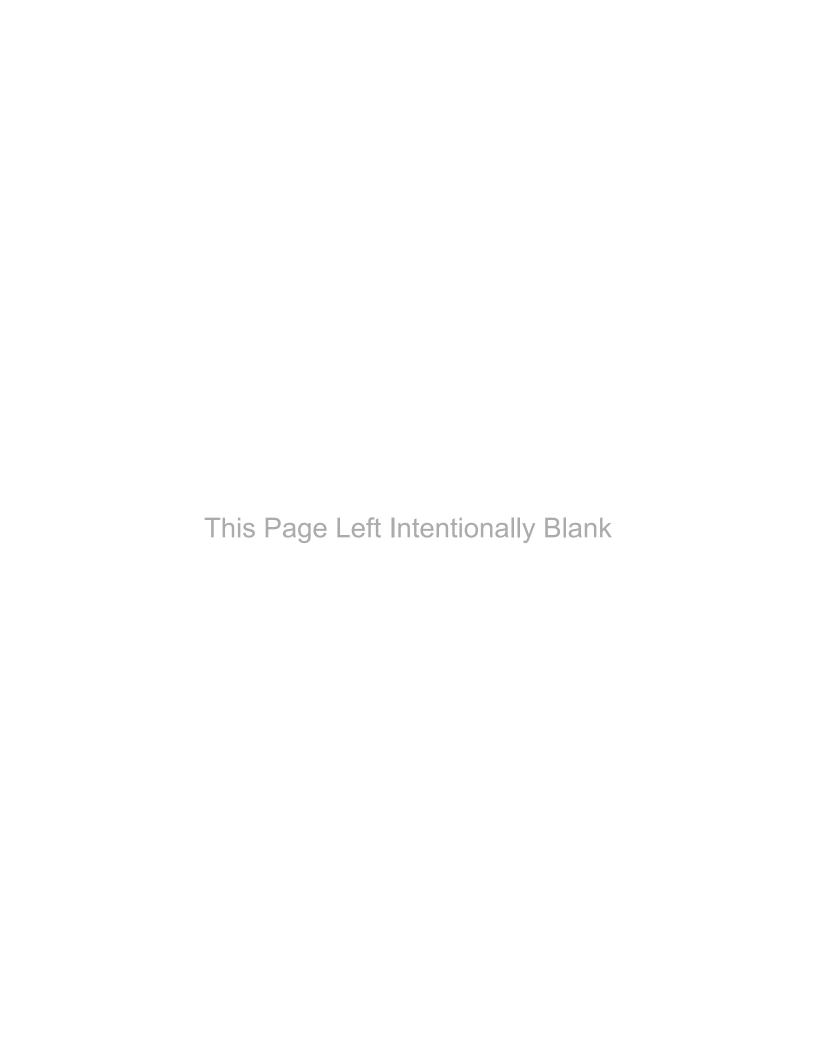
**NOW THEREFORE BE IT RESOLVED,** [DATE], 2023, that the Board of Directors of this Corporation hereby adopts the attached Alteration Standard 16: Garage Doors; and

**RESOLVED FURTHER**, that Resolution 03-18-90 adopted June 19, 2018, is hereby superseded in its entirety and no longer in effect; and

**RESOLVED FURTHER,** that Resolution 03-15-34 adopted March 17, 2015, is hereby superseded in its entirety and no longer in effect; and

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

JULY INITIAL NOTIFICATION: Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 28-days from the postponement to comply with Civil Code §4360.





#### STAFF REPORT

**DATE:** July 6, 2023

FOR: Architectural Controls and Standards Committee

**SUBJECT: Contractor Violation Policy** 

#### RECOMMENDATION

The Third Laguna Woods Mutual Architectural Control and Standards Committee (ACSC) recommends the Third Mutual Board adopt the proposed Contractor Violation Policy (Attachment 1) Exhibit A - Contractor Rules & Obligations (Attachment 2), to provide additional protections to members and mutual property as a result of the members hiring contractors that continue to violate mutual construction rules and regulations.

#### **BACKGROUND**

Manor Alterations (MA) is seeing more frequent violations by member-hired contractors. Many violations are minimal yet some are severe, causing additional time management required by MA and extensive additional member costs. These costs may include, but are not limited to, asbestos cleanups, removing mutual structural components (damage to the mutual), and starting work without MA or city permits. Frequently, violations are found to be repeat offenders. Currently, MA has no policy in place to manage contractor violations in this effort. As contractors are in direct contract with members and not the mutual, the mutual is limited in its deployment of contractor violations. Third's attorney advises limiting the course of action against contractors to suspension or total exclusion from work in Third if the contractor has a proven track record justifying such action. MA has increased its presence in an ongoing effort to educate members, contractors and realtors with the addition of a news bulletin, additional staff to answer inquiries and guide applicants through the application process, articles in the Village Breeze, additional new tools such as a process map, townhall meetings and a frequently asked questions guide. In the past year, much more information has been provided; however, violations continue to occur.

On March 15, 2022, the Third Board reviewed and voted to table the item.

#### DISCUSSION

MA is seeking to enact the Contractor Violation Policy as a method of leverage for enforcement of Third's current Rules and Obligations. This policy would benefit Third Mutual members, as it would provide clarity on potential contractor conduct and expectations. It would also provide clarity on current mutual rules and regulations. This policy would be incorporated within the revised verbiage of the Mutual Consent for Alterations (Attachment 3) and Mutual Consent for Demolition (Attachment 4) as a method of acknowledgment for both contractors and applicants.

Third Architectural Controls and Standards Committee Contractor Violation Policy 07/06/2023 Page 2

#### FINANCIAL ANALYSIS

It is anticipated that the implementation of the proposed Policy, if approved, can be absorbed our current staff and budget.

**Prepared By:** Michael Horton, Manor Alterations Manager

Reviewed By: Baltazar Mejia, Maintenance & Construction Assistant Director

Gavin Fogg, Manor Alterations Supervisor

#### ATTACHMENT(S)

Attachment 1 – Contractor Violation Policy 03-23-XX

Attachment 2 - Exhibit A - Construction Rules & Obligations

Attachment 3 – Mutual Consent for Alterations Application Revised Verbiage

Attachment 4 – Mutual Consent for Demolition Application Revised Verbiage

Attachment 5 – Resolution 03-23-XX

#### CONTRACTOR VIOLATION POLICY

Contactors hired by members must follow Mutual rules and restrictions related to construction, improvement and repair projects. Members and contractors who fail to abide by mutual rules and restrictions are subject to penalties. This Contractor Violation Policy (policy) provides for penalties in the form of prohibiting offending contractors from performing work in Third in an effort to protect members and Third property.

Manor Alterations (MA) is the representative acting on behalf of the managing agent (VMS) for the mutual (Third). This policy classifies the noticing, violation severity, enforcement, ramifications of disciplinary actions and remedies relating to the offenses. The policy criteria are listed herein to evaluate the contractors' performance and administer notices and violations to member contractors. The circumstances for providing a notice of violation and issuing violation suspensions are as defined below:

#### **Moderate Violation**

- 1. Any violation of Exhibit A Conditions Rules & Obligations, unless noted as a Severe Violation.
- 2. Any violation of existing Community Rules, Policies or Requirements established for any guests within the Community (i.e. Parking Policy, Smoking Policy etc.)

#### **Severe Violations**

- Any violation by a contractor performing demolition or renovation work without all approvals inclusive of mutual consents issued by MA and City of Laguna Woods approvals, and;
- 2. Any contractor performing work contrary to the work specifically noted on the mutual consent (MC) issued by MA for the following:
  - a. Performing any structural removal or modification, any work that would have required a variance approval from the board or lapse of any insurance coverage so disclosed by the contactor on the Certification of Liability Insurance (COLI).
  - b. Performing work beyond the scope of work defined by the mutual consent (MC).
- 3. Any expansion or amendment of the MC description for demolition or alteration further authorization from MA. Any unauthorized asbestos release contrary to city code, SCAQMD or Cal/OSHA regulations, or;
- 4. The failure to complete the approved MC scope of work within the specified time, exempting therefrom, any reasonable MA extension of time affecting the completion of the work such as a Force Majeure event. See 'Exhibit A Construction Rules & Obligations Contractor, Item 17', for complete terms. Contractor shall notify MA within 3 business days of knowledge of such delay or the potential of a force majeure event to allow consideration.

MA is responsible for providing the following enforcement actions of this policy:

- 1. Substantiate violations with notices, notes and photographs; document and archive the violation events; and transmit violation material to contractor and member.
- 2. Maintain a log of violations recording at a minimum the contractor's name and address; detail of the violation circumstances; and other pertinent information of the event.
- 3. MA shall notify the manor member/contractor of all violations and potential consequences,
- 4. Issuance of all violation notice documents are to be posted on the manor with a description of the violation(s). Contractor violations shall also be published in the biweekly news bulletin only after validation of the violation.
- 5. Maintain a master list of contractors who are ultimately determined to have engaged in violation of and/or have been suspended under this policy. This list will be published within the MA News Bulletin.

#### **Contractor Violations**

- Moderate First Violations Any violation of the Exhibit A Construction Rules & Obligations unless noted as a severe violation. Contractor and member will be notified of the first violation – no penalty. All subsequent violations in this category will then escalate to a Severe Violation as described below.
- Severe Violations If the first violation is a first Severe Violation (or a second moderate violation) then MA shall issue a violation notice and allow the contractor the opportunity to explain the circumstances of the violation. If promoted to a valid Severe Violation, a 30-day suspension is considered. Under special circumstances the contractor may be allowed to continue work.
- 3. If a Second Severe Violation is to be issued, the Contractor shall be subject to a review by the ACSC and a 90 day suspension. While waiting on the ACSC hearing the Contractor will no longer be allowed to do work within Third. After the Third Severe Violation, Board approval is necessary for contractor reinstatement. Thereafter, any violation would result in permanent suspension from Third.
  - a. The member is responsible for any supplemental cost to mitigate the actions of the contractor that might be attributable to damage to mutual property and fines established by governmental agencies.
  - b. The member is responsible for any increased costs in replacing a suspended contractor from an existing project, subject to No. 4 below.
- 4. Upon issuance of a notice of severe violation, the contractor shall not be allowed to submit any new application(s), and existing applications will be cancelled or rejected. However, the member of the manor issued the

offense and any member who is currently using this contractor shall be allowed, with the written approval of MA to continue to use the offending contractor to finish an existing contract in consideration of code compliance.

#### **Contractor Violation Description**

Any violation or suspension due to a violation hereunder will be viewed in totality for any work performed by the contractor in the mutual, and not on a per-project/mutual basis.

#### **Moderate Violation**

- First offense Notice of moderate violation issued and no further action to be taken.
- 2. Second offense Escalation to Severe Violation pending MA conference (i.e., MA can determine if there was a violation or a misunderstanding). If MA determines no further action is needed, it remains a moderate violation without suspension. If determined to be a second violation, MA may apply a 30-calendar-day suspension from working in the mutual.

#### Severe Violation

- 1. First offense Notice of potential violation. Pending conference with MA (i.e., contractor will discuss with MA the basis for what was done so that MA can determine if there was a violation or a misunderstanding). The result of this conference will be the basis of a 30-calendar-day suspension.
- 2. Second offense Notice of violation and basis of a mandatory 90-day suspension.
- 3. Third offense Notice of violation and potential ban of contractor from all work within the mutual. A hearing shall be convened at an ACSC meeting for review of the circumstances. Only board reinstatement can result in the contractor continuing to work in the mutual.

Suspensions resulting from the second and third offense violations will occur after a conference between MA and the contractor. It shall be determined if the member of the manor issued the offense and any member that is currently using this contractor, shall be allowed, to continue to use the offending contractor to finish their existing contract at the discretion of MA and in consideration of code compliance.

Regardless of the violations issued as noted herein, contractor and member may be subject to other costs as a result of damages to mutual property.

#### **Contractor Right to Dispute**

The contractor's right to dispute the violation shall be as follows:

1. The contractor has the right to dispute the MA notice of violation by emailing a hearing request to <a href="mailto:alterations@vmsinc.org">alterations@vmsinc.org</a> and copying the MA supervisor

- and MA manager within seven calendar days of the notice of violation issuance to contractor.
- 2. Said hearing request will be heard by Third's ACSC at its next appropriate hearing date.
- 3. Should the contractor make a hearing request, all conditions of the violation, including the suspension, will remain in effect until the ACSC provides a final determination.

# ATTACHMENT 2 – EXHIBIT A – CONSTRUCTION RULES & OBLIGATIONS

#### Exhibit A - Construction Rules & Obligations

Both member and contractor shall abide by and comply with all rules and regulations, Exhibit A – Construction Rules & Obligations, Contractor Violation Policy and violation provisions, and may be held responsible for damages and violations as a result of non-compliance.

- 1. Mutual consent (MC) approvals: No improvement shall be installed, constructed, modified or altered at any manor (property) within Third Laguna Woods Mutual (mutual) without obtaining the proper permits in the forms of MCs for alterations and demolitions made to and approved in writing by Village Management Services Inc. (VMS), Manor Alterations Division (MA) or, in the event of a variance from the mutual's alteration standards, the Architectural Control and Standards Committee (ACSC). The member agrees to comply with the mutual's governing documents, and that the alteration shall be in strict compliance.
- All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the property's member and/or all future mutual members. Contractor may be held responsible to repair mutual property damaged and/or modified in the course of work.
- 3. Parking of contractors' or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes, and should be limited in number to the extent possible.
- 4. A City of Laguna Woods permit may be required, and/or a clearance requirement from the South Coast Air Quality Management District (SCAQMD). Prior to the issuance of an MC for alterations and/or demolition, the appropriate City of Laguna Woods permit number(s) must be submitted to MA. The city permit must be approved within the prescribed time frame, and a copy of the final permit must be submitted to MA.
- 5. Member hereby consents and grants to the mutual, MA, the M&C Dept. and their representatives a right of property entry to inspect said property and for the mutual and the department, to remedy any violation and, to bring the same into compliance during regular business hours.
- 6. Subject to the policy, member and contractor shall be responsible for all activity by contractors and their agents, any others who perform work on the property and any violation of the mutual's governing documents. Member acknowledges and agrees that all such persons are his/her invitees and shall be responsible for informing all invitees of the mutual's

- rules and regulations; this does not relieve contractor from compliance. Member shall be liable for any violation of the mutual's governing documents or for any damage caused, including any fine, assessment or other charge levied; contractor is also responsible to repair all damage.
- 7. Member and contractor are responsible for following the gate clearance process in place to admit contractors and other invitees.
- 8. Member contractors and other invitees shall travel to and from the job site by the most direct route available and are not authorized to use mutual recreational facilities or other amenities while in Laguna Woods Village in connection with the property.
- 9. All improvements must be installed in accordance with California State building code, mutual architectural alterations standards, policies and guidelines.
- 10. 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. Except in an emergency, work hours from 7am-5pm on weekdays (only quiet work permitted from 7am-8am); Saturdays from 9am-3pm; No work is permitted on Sundays, New Year's Day, Thanksgiving, or Christmas Day.
- 11. During construction, MC for demolition, alterations, and the city building permit must be on display for public view at all times in a location approved by MA.
- 12. No waste or materials associated with the construction may be dumped in Laguna Woods Village trash bins; any construction waste must be disposed of offsite by the contractor.
- 13. Call the Security Services Department at 949-580-1400 to receive dumpster location approval. 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.
- 14. Call Security at 949-580-1400 for portable bathroom placement approval.
- 15. Violations of the forgoing conditions or the Mutual's governing documents will result in disciplinary action, which could result in a stop-work notice, loss of privileges and/or severe violations to the Contractor as presented in the policy.

16. Mutual member and his/her contractor shall indemnify, defend and hold harmless Third and its officers, directors, committee members, employees and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from the mutual shareholder's actions.

#### 17. Mutual Consent (MC) Time of Completion

- a. The MC initial time of completion shall be a duration of 180 days or less.
- b. If the Contractor determines that additional time is needed beyond 180 calendar days, the contractor and owner may request of MA an extension of time as a result of Force Majeure events prior to expiration of the then valid MC. The board would have to approve all extensions of time exceeding the reasonable time allowed by MA.
- c. The contractor shall not perform any work beyond the time approved by MA.

# ATTACHMENT 3 – MUTUAL CONSENT FOR ALTERATIONS APPLICATION REVISED VERBIAGE

## THIRD: MUTUAL CONSENT FOR MANOR ALTERATIONS

The undersigned, a member of Third Laguna Hills Mutual, a California nonprofit corporation (hereafter referred to as the "Corporation"), hereby requests permission of the Corporation to make the alteration described below to the Manor. Said alteration (hereafter sometimes referred to as the "Work") shall be performed subject to the terms and conditions printed on the reverse side hereof, and the latest version of the Contractor Violation Policy, which terms and conditions set out the responsibilities of the member and the below named contractor.

Third Laguna Hills Mutual hereby designates that the member of Mutual listed below is a representative of the Mutual exclusively for the purpose of obtaining a City of Laguna Woods building permit for the alteration proposed herein. By signing hereon below both member and contractor acknowledge receipt of the entire Contractor Violation Policy and will adhere to the terms and conditions.

Manor:	
Street:	
Mutual Consent#:	
Final Inspection:	3, 14
A copy of the signed City Final Inspect required for final acceptance by the M City Demo Permit#:	
Final Inspection:	
City Permit#:	
Final Inspection:NAF:	
Expiration Date of Mutual Consent:	
Duration of Extension Granted:	
Revised Expiration Date of Mutual Co	nsent:

PROPERTY OWNER	/ APPLICANT INFORMATION Phone:	
	Dhone:	
	Filone.	
State:	Zip Code:	
CONTRAC	TOR INFORMATION	
	Phone:	
State:	Zip Code:	V -
License:	Class:	Expires:
		VALUATION: \$
		4,000,000
	200	
ITUAL RULES & STANDARD SECTI	ON(S):	
I(S) #		
LUTION #		
	State: License:  ITUAL RULES & STANDARD SECTION #	State: Zip Code: License: Class:  ITUAL RULES & STANDARD SECTION(S): I(S) #

#### MEMBER & CONTRACTOR: IMPORTANT, PLEASE READ CAREFULLY

- 1. The Mutual's Alteration process requires the Mutual Member receive a copy of the Mutual Standard to which the requested Mutual Consent applies, where applicable. To ensure compliance, the Member's signature below indicates receipt of the Standard is necessary, and a Mutual Consent will not be issued without this required signature.
- 2. We (Member and Contractor) understand that we will be in nonconformance if we do not conform to Mutual Rules and Regulations, and that the Member may be subject to Member Disciplinary Procedures, including the possibility of a fine in accordance with the Schedule of Monetary Penalties.

Permit Fee

VMS, Inc.

- We (Member and Contractor) also understand and agree that we are responsible for all risks in connection with all alteration(s) or improvement(s), including but not limited to, the costs of removing, altering, protecting, or replacing the same as may be necessary or appropriate to conduct Corporation business.
- The Member understands and agrees that the Member is responsible for, and will bear all costs in connection with all alteration(s) or improvement(s), and remediation(s) required to complete the alteration(s) or improvement(s). The member and contractor will be responsible for any costs associated with remediation, clean-up or repair of mutual owned or controlled property, caused by or resulting from alteration(s) or improvement(s) or the installation thereof as a result of the contractor not following the protocols and policies outlined in the Mutual Rules and Regulations, Mutual Consent Form, and the Contractor Violation

#### By signing below, both Member and Contractor agree to adhere to the four directives listed above.

I certify that all items listed on this Mutual Consent will be represented on the City of Laguna Woods building and demolition permit, and no work shall be covered without

inspection and approval by the City of Laguna Woods. I also understand that the Contractor, unless extended in writing by Manor Alterations	ne Mutual Consent will EXPIRE within such reasonable time as established by MA and
Signature of Member:	Date:
I have received, read, understand, and agree to follow and confirm to licensed pursuant to the laws of the State of California and agree to pe application. I will ensure that items requiring Inspections will not be INSPECTOR. I also understand that Mutual Consent will EXPIRE within Alterations approves a documented request for extension. For all work p	PORTANT, PLEASE READ CAREFULLY all current Mutual Standards regarding this alteration(s). In addition, I am a contractor erform the work subject to the terms and conditions printed on the reverse side of this be covered WITHOUT INSPECTION AND APPROVAL by the CITY OF LAGUNA WOODS n such reasonable time as established by MA and Contractor, unless and until Manor herformed in the Mutual, the contractor acknowledges receipt of the Contractor Violation there to its terms and conditions.
Signature of Contractor:	Date:
AND OTHER BUILDING COMPONENTS, LEAD-BASED PAINT MAY BE PRESEN PRUDENT MEASURES TO PROTECT PERSONS AND PROPERTY BEFORE DIST	CALLY INERT AND HARMLESS IF NOT DISTURBED MAY BE PRESENT IN CEILINGS, FLOORS NT. MEMBER AND CONTRACTOR ARE CAUTIONED TO TAKE ALL REASONABLE AND URBING SUCH MATERIALS. MEMBER AND CONTRACTOR AGREE TO ABIDE BY ALL DNS RELATING TO DISTURBANCE, REMOVAL AND/OR DISPOSAL OF ALL REGULATED BE PROVIDED TO THE CORPORATION.
1	FOR OFFICE USE ONLY
This application is approved and said member is	hereby granted permission to make the above described alteration(s).
Alteration Code(s):	

Penalty Fee (If Applicable)

Page 1 of 2

Date

Paid By

# ATTACHMENT 4 – MUTUAL CONSENT FOR DEMOLITION APPLICATION REVISED VERBIAGE

#### THIRD: MUTUAL CONSENT FOR DEMOLITION

The undersigned, a member of Third Laguna Hills Mutual, a California nonprofit corporation (hereafter Manor: referred to as the "Corporation"), requests permission of the Corporation to perform the demolition Street: required to make the alteration described below to the dwelling. Said alteration Demo Consent # (hereafter sometimes referred to as the "work") shall be performed subject to the terms and City Demo Permit # conditions printed on the reverse side hereof, which terms and conditions set out the responsibilities Final Date: City Permit # of the member and the below named contractor, if a, contractor is to perform said alteration; and Final Date: which is incorporated herein and made a part hereof, and the latest revision Contractor Violation NAF: Policy, which terms and conditions set out the responsibilities of the member and the below named Expiration Date of Mutual Consent: contractor. Duration of Extension Granted: Third Laguna Hills Mutual hereby designates that the member of Mutual listed below is a representative of the Mutual exclusively for the purpose of obtaining a City of Laguna Woods building Revised Expiration Date of Mutual Consent: permit for the alteration proposed herein. By signing hereon below both member and contractor acknowledge receipt of the entire Contractor Violation Policy and will adhere to the terms and conditions. □ WASTE LINE □ LANDSCAPE MANOR MODEL NAME: PLAN #: APPLICANT INFORMATION Phone: Name: Street Address: City: State: Zip Code: Fmail: PROPERTY OWNER INFORMATION Name: Phone: Street Address: Zip Code: City: State: Email: CONTRACTOR INFORMATION Phone: Company Name: Street Address: City: State: Zip Code: Email: License#: Class: Expires: DEMOLITION DESCRIPTION: VALUATION: \$ IMPORTANT NOTICE: ASBESTOS CONTAINING MATERIALS MAY BE PRESENT IN ALL BUILDING COMPONENT, SUCH AS CEILINGS, FLOORS, AND MANY MORE, SUCH MATERIALS DO NOT IMPOSE RISK IF NOT DISTURBED. LEAD-BASED PAINT AND LEAD CONTAINING CERAMIC TILES MAY A L S O BE PRESENT. MEMBER AND CONTRACTOR ARE CAUTIONED TO TAKE ALL REASONABLE AND PRUDENT MEASURES TO PROTECT PERSONS AND PROPERTY BEFORE DISTURBING SUCH MATERIALS. MEMBER AND CONTRACTOR AGREE TO ABIDE BY ALL FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, CODES AND REGULATIONS RELATED TO PROPER TESTING, PERMITS & REQUIRED LICENCES DURING DISTURBANCE, REMOVAL AND/OR DISPOSAL OF ALL REGULATED MATERIALS. DISPOSAL MANIFESTS AND POST REMOVAL CLEARANCES MUST BE PROVIDED TO THE CORPORATION ALL DEMOLITION IS TO BE PERFORMED PER STATE, FEDERAL, CITY, AND MUTUAL REGULATIONS

> Agenda Item #10d Page 12 of 14

#### MEMBER & CONTRACTOR: IMPORTANT, PLEASE READ CAREFULLY

- The Mutual's Alteration process requires the Mutual Member receive a copy of the Mutual Standard to which the requested Mutual Consent applies, where applicable.
   To ensure compliance, the Member's signature below indicates receipt of the Standard is necessary, and a Mutual Consent will not be issued without this required signature.
- We (Member and Contractor) understand that we will be in non-conformance if we do
  not conform to Mutual Rules and Regulations, and that the Member may be subject to
  Member Disciplinary Procedures, including the possibility of a fine in accordance with
  the Schedule of Monetary Penalties.

Signature of Member:

- We (Member and Contractor) also understand and agree that we are responsible for all
  risks in connection with all alteration(s) or improvement(s), including but not limited to,
  the costs of removing, altering, protecting, or replacing the same as may be necessary or
  appropriate to conduct Corporation business.
- 4. The Member understands and agrees that the Member is responsible for, and will bear all costs in connection with all alteration(s) or improvement(s), and remediation(s) required to complete the alteration(s) or improvement(s). The member and contractor will be responsible for any costs associated with remediation, clean-up or repair of mutual owned or controlled property, caused by or resulting from alteration(s) or improvement(s) or the installation thereof as a result of the contractor not following the protocols and policies outlined in the Mutual Rules and Regulations, Mutual Consent Form, and the Contractor Violation Policy.

Date:

By signing below, both Member and Contractor agree to adhere to the four directives listed above.

I certify that all items listed on this Mutual Consent will be represented on the City of Laguna Woods building and demolition permit, and no work shall be covered without inspection and approval by the City of Laguna Woods. I also understand that the Mutual Consent will EXPIRE within such reasonable time as established by MA and Contractor, unless extended in writing by Manor Alterations.

CONTRACTOR: IMPORTANT, PLEASE READ CAREFULLY

I have received, read, understand, and agree to follow and confirm to all current Mutual Standards regarding this alteration(s). In addition, I am a contractor licensed pursuant to the laws of the State of California and agree to perform the work subject to the terms and conditions printed on the reverse side of this application. I will ensure that items requiring Inspections will not be covered WITHOUT INSPECTION AND APPROVAL by the CITY OF LAGUNA WOODS INSPECTOR. I also understand that Mutual Consent will EXPIRE within such reasonable time as established by MA and

Contractor, unless Manor Alterations approv	ves a documented request for extension. For all work pe will adhere to its ten		ceipt of the Contractor Violation policy and
Signature of Contractor:		Date:	
	FOR OFFICE USE	ONLY	
Alteration Code(s):			
Date: VM	IS INC	Permit Fee: \$	Penalty Fee: S

Page 1 of 2

### ATTACHMENT 5 - RESOLUTION 03-23-XX



# RESOLUTION 03-23-XX Contractor Violation Policy

**WHEREAS,** the purpose of the Contractor Violation Policy is to enact a unilateral and unambiguous matrix of violations, and potential ban, for contractors who violate current Mutual rules and obligations or exceed the scope of approval for a project; and

**WHEREAS**, this Resolution would make the Contractor Violation Policy permanent and provide a clear template for invoking penalties, inclusive of temporary or potentially permanent suspension from work within Laguna Woods Village with the allowance for approved timeline extensions; and

**WHEREAS**, the Third ACSC and Manor Alterations agree that the Contractor Violation Policy will be effective and both recommend the approval by the Board;

**NOW THEREFORE, BE IT RESOLVED,** on [DATE], the Third Mutual Board hereby approve the Contractor Violation Policy as attached to these minutes; and

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

JULY INITIAL NOTIFICATION: Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 28-days from the postponement to comply with Civil Code §4360



#### **STAFF REPORT**

**DATE:** July 6, 2023

FOR: Architectural Controls and Standard Committee

**SUBJECT:** Revision to the Alteration Fee Schedule

#### RECOMMENDATION

Approve a resolution to revise the alteration fee schedule.

#### **BACKGROUND**

The Architectural Controls and Standards Committee requested staff to review and revise the current Alteration Fee schedule for applicability, and current bill rates. The Alteration Fee Schedule (Attachment 1) was last revised in April 2023, via Resolution 03-23-43 (Attachment 2) to address Solar Panel Alteration Processing fees.

#### **DISCUSSION**

The Alteration Fee schedule has been reviewed and revised to reflect the processing times spent for applications along with mutual bill rates and mutual policies. Attachment 3 incorporates these revisions and requirements.

Staff recommends that alterations that require less time for plan check processing are moved to the minimum \$50 fixed fee, while raising the valuation threshold at scaled intervals up to \$30,000 and above for application plan checks that incur the maximum \$700 alteration fee.

A final version along with revised fee resolution are included as Attachment 4.

#### FINANCIAL ANALYSIS

Based on the Mutual Consent Processing Analysis, it is anticipated that the projected revenue for 2023 will be reduced from \$9,800 to \$3,122, a reduction of \$6,678.00; however, the proposed new rates, which are based on actual average processing times, more closely represent and reimburse the staff time used to process these applications.

Prepared By: Michael Horton, Manor Alterations Manager

**Reviewed By:** Gavin Fogg, Manor Alterations Supervisor

Baltazar Mejia, Maintenance & Construction Assistant Director

#### ATTACHMENT(S)

Attachment 1 – Current Alteration Fee Schedule

Attachment 2 - Current Resolution 03-23-43

Attachment 3 – Redlined Alteration Fee Schedule

Attachment 4 – Revised Resolution 03-23-XX and Alteration Fee Schedule

# Laguna Woods Village®

#### **Alteration Fee Schedule**

Visit www.lagunawoodsvillage.com for Mutual Standards and Standard Plans All items below require HOA Mutual Consent from Manor Alterations.

A City Permit may also be required. Contact the City Building Permits office for permitting requirements. For items not listed, please contact Manor Alterations at (949) 597-4616 or alterations@vmsinc.org

Unauthorized Alteration Fee	\$300

\$50 Alteration Processing Fee
\$30 Alteration Processing Fee
Alteration Type
Acoustic Ceiling Removal
Awnings (Standard, Less than 54")
Awnings (Powered)
HVAC (No Increase in Amperage)
Tub Replacement
Block Walls (Less than 48" H)
Block Walls (More than 48" H)
Planter Wall
Dishwasher (New Installation)
Door Revision (Exterior)
Electrical
Exhaust Fan
Fences (Less than 84") and Gates
Floor Coverings (Exterior)
Flooring (Vinyl)
Gutters and Downspouts
Metal Drop Shades
Modesty Panels (Balcony)
Patio Slab Revision
Patio Wall Revision
Plumbing
Soft Water System (Independent)
Soft Water System (Connected to Water Heater)
Storage Cabinets (Carport)
Shades (Roll-up)

#### **NOTES**

- Some Alterations may require a Demolition Mutual Consent, which carries a \$50 fee. To confirm if your Alteration will require a Demolition Mutual Consent, please contact Manor Alterations.
- Alteration Fees are paid via credit card upon approval of a completed Mutual Consent application. Manor Alterations will contact applicants directly upon approval to collect payment.
- The following fees, as appropriate to the nature of the work, apply to work completed without a Mutual Consent: Unauthorized alteration fee + Demolition fee + Mutual Consent fee + Variance fee (if applicable).
- Variance Processing Fees are in addition to any fees incurred via Mutual Consent processing.

Variance Processing Fee	\$150

Alteration Fees Based on Valuation	
Alteration Type	
Air Conditioner (Through the Wall)	
Bathroom Addition (Split)	
Central HVAC (New Installation)	
Atrium, Balcony, Patio Covers (Replacement or	
New Installation	
Doors (New Construction)	
Atrium, Balcony, Patio Enclosures	
French Doors (New Installation)	
Garden Room, Solarium	
Heat Pumps (New Installation through Wall)	
Man Doors (New Installation)	
Plumbing (New Installation or Relocation)	
Room Addition	
Shower to Shower Replacement	
Skylights	
Sliding Glass Doors (New Installation)	
Sliding Glass Doors (Retrofit)	
Solar Tubes	
Tub to Shower Installation	
Tub to Tub Replacement	
Wall Revisions	
Washer and Dryer (New Installation)	
Water Heater (Relocation)	
Windows (New Construction)	
Windows (Retrofit)	

Alteration Fee Legend	
Valuation	Fee
Less than \$750	\$50
\$751 to \$2,000	\$77
\$2,001 to \$4,000	\$168
\$4,001 to \$6,000	\$280
\$6,001 to \$8,000	\$392
\$8,001 to \$10,000	\$504
Above \$10,000	\$700



## **Other Fees**

Туре	Fee
Solar Application Processing Fee	\$223
Legal Fee for the preparation of a	\$750
Recordable Exclusive Use of Common	
Area Revocable License Agreement (*)	

(\*) applies only to board approved variances that allow members to use portions of common area outside the manor floorplan and is collected after board approval of the variance

#### ATTACHMENT 2 - CURRENT RESOLUTION 03-23-43



#### RESOLUTION 03-23-43

# Alteration Fee Schedule

**WHEREAS,** alteration and variance requests require significant staff time for proper processing, including research, report preparation, presentation to the appropriate committee and Board; and

**WHEREAS,** in order to offset a portion of the administrative costs associated with processing alteration and variance applications, including solar installation requests, the Board has adopted an Alterations Fee Schedule; and

**WHEREAS**, the following revisions to the Alteration Fee Schedule a re recommended to be approved by the Board:

- 1) The Solar Installation Application Fee is revised to \$223
- 2) Miscellaneous revisions to address current City requirements; and

**WHEREAS**, the new Alteration Fee Schedule better aligns the fees with the administrative time it takes to process each task;

**NOW THEREFORE BE IT RESOLVED,** April 18, 2023 that the Board hereby adopts the revised Alteration Fee Schedule as attached to the official minutes of this meeting; and

**RESOLVED FURTHER,** the Mutual Consent processing fee for Solar Panel installation is to be calculated based on 4.7 hours charged at the current bill rates; and

**RESOLVED FURTHER**, the Mutual Consent processing fee for Solar Panel installation requests is set at the initial rate of \$223 for 2023 and will be adjusted annually with the adoption of the new bill rates; and

**RESOLVED FURTHER**, that Resolution 03-19-131 adopted December 17, 2019 is hereby superseded and canceled; and

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

## ATTACHMENT 3 - REDLINED ALTERATION FEE SCHEDULE



### **Alteration Fee Schedule**

Visit www.lagunawoodsvillage.com for Mutual Standards and Standard Plans All items below require HOA Mutual Consent from Manor Alterations.

A City Permit may also be required. Contact the City Building Permits office for permitting requirements. For items not listed, please contact Manor Alterations at (949) 597-4616 or alterations@vmsinc.org

Unauthorized Alteration Fee	\$300
\$50 Alteration Processing Fee	
Alteration Type	
Acoustic Ceiling Removal	
Awnings (Standard, Less than 54")	
Awnings (Powered)	
HVAC (No Increase in Amperage)	
Tub Replacement	
Block Walls (Less than 48" H)	
Block Walls (More than 48" H)	
Planter Wall	
Dishwasher (New Installation)	
Door Revision (Exterior)	
Electrical	
Exhaust Fan	
Fences (Less than 84") and Gates	
Floor Coverings (Exterior)	
Flooring (Vinyl)	
Gutters and Downspouts	
Metal Drop Shades	
Modesty Panels (Balcony)	
Patio Slab Revision	
Patio Wall Revision	
Plumbing	
Sliding Glass Doors (Retrofit)	
Soft Water System (Independent)	
Soft Water System (Connected to Water Heater)	
Solar Tubes	
Storage Cabinets (Carport)	
Tub to Tub Replacement	
Windows (Retrofit)	
Shades (Roll-up)	

Alteration Fee Legend
Valuation
Less than \$750
\$751 to \$2,000
\$2,001 to \$4,000
\$4,001 to \$10,000

\$10,001 to \$20,000

\$20,001 to \$29,999

Above \$30,000

#### **NOTES**

- Some Alterations may require a Demolition Mutual Consent, which carries a \$50 fee. To confirm if your Alteration will require a Demolition Mutual Consent, please contact Manor Alterations.
- Alteration Fees are paid via credit card upon approval of a completed Mutual Consent application. Manor Alterations will contact applicants directly upon approval to collect payment.
- The following fees, as appropriate to the nature of the work, apply to work completed without a Mutual Consent: Unauthorized alteration fee + Demolition fee + Mutual Consent fee + Variance fee (if applicable).
- Variance Processing Fees are in addition to any fees incurred via Mutual Consent processing.

Alteration Fees Based on Valuation				
Alteration Type				
Air Conditioner (Through the Wall)				
Bathroom Addition (Split)				
Central HVAC (New Installation)				
Atrium, Balcony, Patio Covers (Replacement or New Installation				
Doors (New Construction)				
Atrium, Balcony, Patio Enclosures				
French Doors (New Installation)				
Garden Room, Solarium				
Heat Pumps (New Installation through Wall)				
Man Doors (New Installation)				
Plumbing (New Installation or Relocation)				
Room Addition				
Shower to Shower Replacement				
Skylights				
Sliding Glass Doors (New Installation)				
Tub to Shower Installation				
Wall Revisions				
Washer and Dryer (New Installation)				
Water Heater (Relocation)				
Windows (New Construction)				

**Variance Processing Fee** 

Fee

\$50 \$77

\$168 \$280

\$392

\$504

\$700

\$150



## **Other Fees**

Туре	Fee
Solar Application Processing Fee	\$223
Legal Fee for the preparation of a	\$750
Recordable Exclusive Use of Common	
Area Revocable License Agreement (*)	

(\*) applies only to board approved variances that allow members to use portions of common area outside the manor floorplan and is collected after board approval of the variance

# ATTACHMENT 4 – REVISED RESOLUTION 03-23-XX AND ALTERATION FEE SCHEDULE

#### **RESOLUTION 03-23-XX**

#### **Alteration Fee Schedule**

**WHEREAS**, alteration and variance requests require significant staff time for proper processing, including research, report preparation, presentation to the appropriate committee and Board; and

**WHEREAS**, in order to offset a portion of the administrative costs associated with processing alteration applications, the Board has adopted an Alterations Fee Schedule; and

**WHEREAS**, the attached revisions to the Alteration Fee Schedule are recommended to be approved by the Board; and

**WHEREAS,** the new Alteration Fee Schedule better aligns the fees with the administrative time it takes to process each task;

**NOW THEREFORE BE IT RESOLVED,** [DATE] that the Board hereby adopts the revised Alteration Fee Schedule as attached to the official minutes of this meeting; and

**RESOLVED FURTHER,** that Resolution 03-23-43 adopted April 18, 2023 is hereby superseded and canceled; and

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

#### JULY INITIAL NOTIFICATION:

Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 28-days from the postponement to comply with Civil Code §4360



### **Alteration Fee Schedule**

Visit www.lagunawoodsvillage.com for Mutual Standards and Standard Plans All items below require HOA Mutual Consent from Manor Alterations.

A City Permit may also be required. Contact the City Building Permits office for permitting requirements. For items not listed, please contact Manor Alterations at (949) 597-4616 or <a href="mailto:alterations@vmsinc.org">alterations@vmsinc.org</a>

Unauthorized Alteration Fee	\$300

\$50 Alteration Processing Fee
Alteration Type
Acoustic Ceiling Removal
Awnings (Standard, Less than 54")
Awnings (Powered)
HVAC (No Increase in Amperage)
Tub Replacement
Block Walls (Less than 48" H)
Block Walls (More than 48" H)
Planter Wall
Dishwasher (New Installation)
Door Revision (Exterior)
Electrical
Exhaust Fan
Fences (Less than 84") and Gates
Floor Coverings (Exterior)
Flooring (Vinyl)
Gutters and Downspouts
Metal Drop Shades
Modesty Panels (Balcony)
Patio Slab Revision
Patio Wall Revision
Plumbing
Sliding Glass Doors (Retrofit)
Soft Water System (Independent)
Soft Water System (Connected to Water Heater)
Solar Tubes
Storage Cabinets (Carport)
Tub to Tub Replacement
Windows (Retrofit)
Shades (Roll-up)

#### **NOTES**

- Some Alterations may require a Demolition Mutual Consent, which carries a \$50 fee. To confirm if your Alteration will require a Demolition Mutual Consent, please contact Manor Alterations.
- Alteration Fees are paid via credit card upon approval of a completed Mutual Consent application. Manor Alterations will contact applicants directly upon approval to collect payment.
- The following fees, as appropriate to the nature of the work, apply to work completed without a Mutual Consent:
   Unauthorized alteration fee + Demolition fee + Mutual Consent fee + Variance fee (if applicable).
- fee + Variance fee (if applicable).

  Variance Processing Fees are in addition to any fees incurred via Mutual Consent processing.

Variance Processing Fee \$150
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Alteration Fees Based on Valuation			
Alteration Type			
Air Conditioner (Through the Wall)			
Bathroom Addition (Split)			
Central HVAC (New Installation)			
Atrium, Balcony, Patio Covers (Replacement or New Installation			
Doors (New Construction)			
Atrium, Balcony, Patio Enclosures			
French Doors (New Installation)			
Garden Room, Solarium			
Heat Pumps (New Installation through Wall)			
Man Doors (New Installation)			
Plumbing (New Installation or Relocation)			
Room Addition			
Shower to Shower Replacement			
Skylights			
Sliding Glass Doors (New Installation)			
Tub to Shower Installation			
Wall Revisions			
Washer and Dryer (New Installation)			
Water Heater (Relocation)			
Windows (New Construction)			

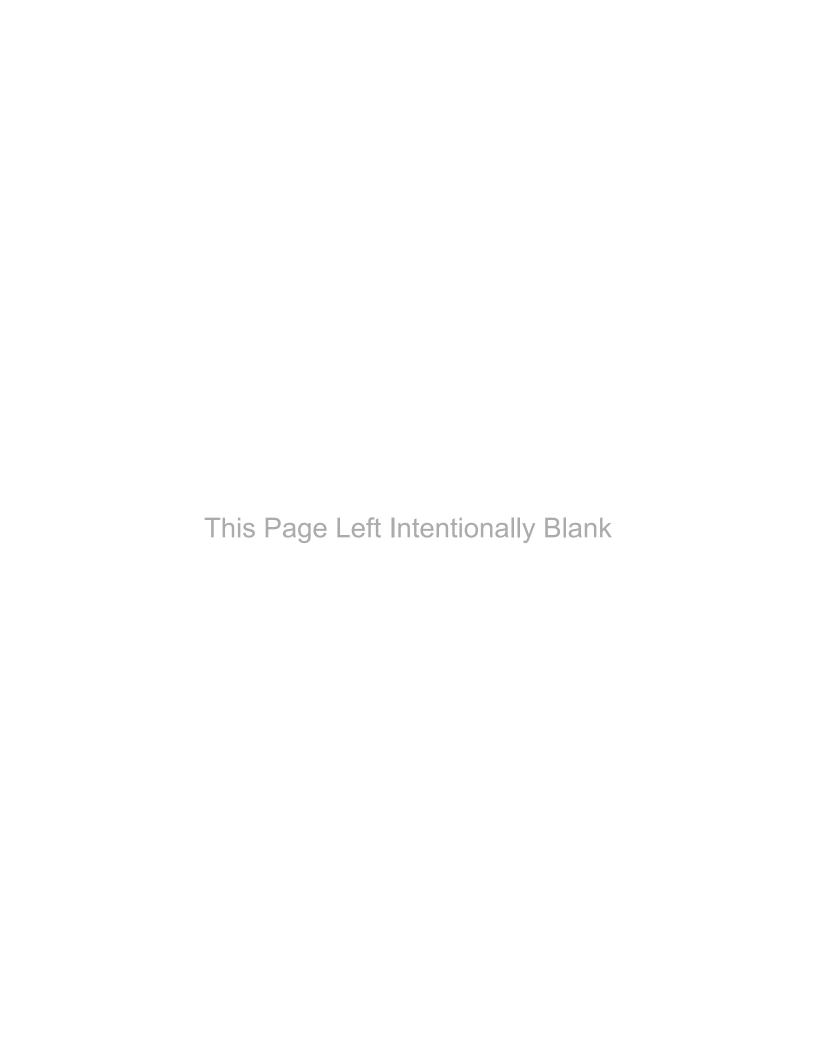
Alteration Fee Legend	
Valuation	Fee
Less than \$750	\$50
\$751 to \$2,000	\$77
\$2,001 to \$4,000	\$168
\$4,001 to \$10,000	\$280
\$10,001 to \$20,000	\$392
\$20,001 to \$29,999	\$504
Above \$30,000	\$700



## **Other Fees**

Туре	Fee
Solar Application Processing Fee	\$223
Legal Fee for the preparation of a	\$750
Recordable Exclusive Use of Common	
Area Revocable License Agreement (*)	

(\*) applies only to board approved variances that allow members to use portions of common area outside the manor floorplan and is collected after board approval of the variance





#### STAFF REPORT

**DATE:** July 6, 2023

FOR: Architectural Controls and Standards Committee

**SUBJECT: Revised Resale Inspection Fee** 

#### **RECOMMENDATION**

Staff recommends the Third Architectural Controls and Standards Committee (ACSC) recommend the Third Laguna Hills Mutual Board approve of the revision of the Resale Inspection fees as proposed within Resolution 03-07-119 for the Revised Resale Inspection Fee Schedule dated August 1, 2022 (Attachment 1).

#### **BACKGROUND**

The current Resale Inspection Fees were adopted by Resolution 03-07-119 (Attachment 1) in 2007 and provide for the partial reimbursement of the services provided. The current fees for these inspections are as follows: 1. First Inspection: \$60 2. Final Inspection: \$55

#### **DISCUSSION**

Staff currently conducts inspection of exterior elements noting their state of repair and any alterations that may have been done without the proper Mutual Consents. The inspection also includes the age and condition of the water heater. At the request of the Third ACSC and other Board members, staff was asked to review the inspection process of the manors, including, but not limited to inspection of alteration components, mutual property condition, violation of existing mutual rules and policy, research requirements of present undocumented components and to present a new fee schedule that reimburses the staff time needed to perform these inspections.

Throughout the years, many members have altered their manors and surrounding areas without proper Mutual Consents and/or Building permits. Cosmetic alterations can be simply processed with an After the Fact (ATF) Mutual Consent if required; however, major alterations that include demolition of walls, infrastructure and structural components may not be handled so easily. These types of alterations directly affect Mutual property and may put at risk other structures and/or manors, material warranties, and in some cases the health and/or safety of individuals who enter the manor. The current Resale Correction Policy requires staff to identify and notate such unauthorized alterations and address any corrections prior to the close of escrow. This ensures that the new owner takes possession of a unit that complies with Mutual Standards and the appropriate Building Code requirements when applicable.

Staff has calculated the resources needed to conduct the current inspection process of the exterior of the unit and associated costs by applying current bill rates, and proposes the following Resale Inspection Fee Schedule:

1. First Inspection: \$220

Third Architectural Controls and Standards Committee Revised Resale Inspection Fee 07/06/2023 Page 2

2. Final Inspection (if needed) \*: \$80

\*Manors that are found not to have any corrections considered to be Member responsibility during the First Inspection will not require a Final Inspection fee.

Resolution 03-22-XX enacted by the board would serve to update the existing Resale Inspection Fee Schedule (Attachment 3).

#### FINANCIAL ANALYSIS

The Financial Analysis indicates the changes to the current Resale Inspection fees, as proposed, will allow the Mutual to increase its revenue by \$99,047 and fully recover the costs associated with these inspections.

**Prepared By:** Michael Horton, Manor Alterations Manager

Reviewed By: Baltazar Mejia, Maintenance & Construction Assistant Director

Gavin Fogg, Manor Alterations Supervisor

#### ATTACHMENT(S)

Attachment 1 – Current Resolution 03-07-119

Attachment 2 – Financial Analysis

Attachment 3 – Revised Resolution 03-23-XX

### ATTACHMENT 1 – CURRENT RESOLUTION 03-07-119

#### **RESOLUTION 03-07-119**

**WHEREAS**, resale inspections are utilized to identify any damages and/or modifications to the property for which the selling party may be financially responsible, as well as identify any necessary repairs and/or replacements that may be the Mutual's financial responsibility; and

**WHEREAS**; a recent cost analysis revealed that a portion of the costs associated with the resale inspection process is not recovered from the requesting member, and an increase in the fee would serve to recover more of the administrative costs associate with the transactions;

**NOW THEREFORE BE IT RESOLVED**, December 18, 2007 that the Board of Directors of this Corporation hereby increases the Resale Inspection Fee from \$80 to \$115; and

**RESOLVED FURTHER**, that such fee shall be charged as follows: \$60 for the first inspection, \$55 for the final inspection, if necessary, and each charge will be billed separately; and

**RESOLVED FURTHER**, that the first inspection portion of the fee will be billed as a chargeable service to the seller upon completion of the first inspection, and the final inspection portion of the fee will be collected through escrow upon closing; and

**RESOLVED FURTHER**, that Resolution M3-80-44 adopted April 15, 1980 and M3-80-145 adopted December 16, 1980 are hereby superseded and cancelled; and

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

# <u>ATTACHMENT 2 – FINANCIAL ANALYSIS</u>

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#### **Financial Analysis**

Financial Analysis					
RESALE INSPECTION & REPORT FEES CURRENT &					
The second secon		Curr	ent Fees		
Current Fees: \$115		\$ 4	3,470		
Current Fee is as follows:					
1st Inspection: \$60		\$ 2	2,680		
Final Inspection \$55		\$ 2	0,790		
Anticipated resales inspections (1 year)	378				
1st Inspection Costs:					
	20	23 Bill Rates	Hrs.	Total	
Initial Requests for Inspection	\$	40.76	0.1	\$	4.08
Research of Manor	\$	40.76	0.75	\$	30.57
Assembly of Archive & Material	\$	40.76	0.25	\$	10.19
Generate Packet	\$	40.76	0.25	\$	10.19
Schedule Inspection	\$	40.76	0.1	\$	4.08
Inspection	\$	40.76	1.5	\$	61.14
Prepare Draft Report	\$	40.76	1	\$	40.76
Final First Inspection Report	\$	40.76	0.75	\$	30.57
Report Issuance	\$	40.76	0.2	\$	8.15
Misc. Calls and Coordination	\$	40.76	0.5 5.4	\$ <b>\$</b>	20.38 <b>220.10</b>
			Proposed Fee (1st		
			Inspectio		
			n):	\$	220
Final Inspection Costs:					
·	20	23 Bill Rates	Hrs.	Total	
Request for Final Inspection		40.76	0.25		10.19
Final Inspection		40.76	0.75		30.57
Prepare Final Inspection Report		40.76	0.75		30.57
Report Issuance		40.76	0.2		8.152
				\$	79.48
Anticipated resales inspections (1 year)	378				
			Proposed Fee (Final Inspectio		
			n):	\$	80
Resales Inspections Projected Annual Revenue:					2,517.34
Resales Inspections Projected Annual Revenue Increase	e:			\$ 9	9,047.34



#### **RESOLUTION 03-23-XX**

#### REVISED RESALE INSPECTION FEE

**WHEREAS**, resale inspections are utilized to identify any damages and/or modifications to the property for which the selling party may be financially responsible, as well as identify any necessary repairs and/or replacements that may be the Mutual's financial responsibility; and

**WHEREAS**, a recent cost analysis revealed that a portion of the costs associated with the resale inspection process is not recovered from the requesting member, and an increase in the fee would serve to recover the administrative costs associate with the transactions;

**NOW THEREFORE BE IT RESOLVED,** on [DATE], that the Board of Directors of this Corporation hereby increases the Resale Inspection Fee from \$115 to \$300; and

**RESOLVED FURTHER,** that such fee shall be charged as follows: \$220 for

the first inspection, \$80 for the final inspection, if necessary, and each charge will be billed separately; and

**RESOLVED FURTHER**, that where no Member corrections are required during First Inspection, that no fee will be charged for a Final Inspection; and

**RESOLVED FURTHER**, that the first inspection portion of the fee will be billed as a chargeable service to the seller upon completion of the first inspection, and the final inspection portion of the fee will be collected through escrow upon closing; and

**RESOLVED FURTHER,** that Resolution M3-80-44 adopted April 15, 1980 and M3-80-145 adopted December 16, 1980, and 03-07-119 adopted December 18, 2007 are hereby superseded and cancelled; and

**RESOLVED FURTHER**, that the officers and agents of this corporation are

hereby authorized on behalf of the corporation to carry out the purpose of this resolution.

JULY INITIAL NOTIFICATION: Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 28-days from the postponement to comply with Civil Code §4360