

OPEN SESSION

REGULAR OPEN MEETING OF THIRD LAGUNA WOODS MUTUAL ARCHITECTURAL AND CONTROL STANDARDS COMMITTEE

Monday, February 22, 2021 – 9:30AM VIRTUAL MEETING

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

- 1. Via email to meeting@vmsinc.org 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. Name and unit number must be included.
- 2. By calling (949) 268-2020 beginning one half hour before the meeting begins and throughout the remainder of the meeting. You must provide your name and unit number.

NOTICE and AGENDA

This Meeting May Be Recorded

- 1. Call to Order
- 2. Acknowledgement of Media
- 3. Approval of Agenda
- 4. Approval of Meeting Minutes Monday January 25, 2021
- 5. Chair's Remarks
- 6. Member Comments (Items Not on the Agenda)
- 7. Division Manager Update

Consent:

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

8. Status of Mutual Consents (Attachment #1)

Items for Discussion:

- 9. Ongoing Communication with 3rd Party Vendors and Community Members
 - A. Revised Mutual Consent and Demolition Documents, Permit-Less Proposal (Attachment #2)
 - B. Contractor Newsletter
 - C. IT & Marketing Department Tasked with Updates of Approved Materials
- Asbestos Rules & Regulations Meeting
 - A. Proposed Date February 26, 2021 at 2:00PM
 - B. Proposed Agenda (Attachment #3)

Variance Requests:

11. Variance Request – Mr. and Mrs. York and Angela Bennett of 3493-C (La Quinta, LH06) – Request to Retain Removing an Interior Bearing Wall Between the Kitchen and Living Room

Items for Future Discussion & Agendas:



Standard Details Update Cost Estimates

Concluding Business:

- 12. Committee Member Comments
- 13. Date of Next Meeting March 22, 2021
- 14. Adjournment



OPEN MEETING

REGULAR OPEN MEETING OF THE THIRD LAGUNA WOODS MUTUAL ARCHITECTURAL CONTROL AND STANDARDS COMMITTEE

Monday, January 25, 2021 - 9:30 AM
Laguna Woods Village Community Center (Virtual GoToMeeting)
24351 El Toro Road, Laguna Woods, CA 92637

REPORT

COMMITTEE MEMBERS PRESENT: Chair Steve Parson, Jon Frankel, Reza Karimi, Ralph Engdahl, Robert Mutchnik

DIRECTORS PRESENT: Berton Moldow

COMMITTEE MEMBERS ABSENT: Craig Wayne

ADVISORS PRESENT: Mike Butler, Mike Plean

STAFF PRESENT: Robbi Doncost, Lauryn Varnum, Gavin Fogg

1. Call to Order

Chair Parsons called the meeting to order at 9:30am.

2. Acknowledgement of Media

None present.

3. Approval of Agenda

Chair Parsons moved to accept the agenda. Director Karimi seconded. The committee had no objection.

4. Approval of Meeting Report for December 29, 2020

The committee approved the meeting report as presented. Chair Parsons asked for clarification on a Variance Recommendation (5551-B) from the previous ACSC Meeting. Staff Officer Doncost clarified the verbiage reflected that Staff Recommendation was to reject, however the ACSC dismissed the Staff Recommendation and approved the Variance Request (5551-B).

5. Chair's Remarks

Chair Parsons requested further clarification from Manor Alterations on "like-for-like" replacements and "over-the-counter" application approvals.

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



Director Berton Moldow discussed the benefits of installation of solar panels as it relates to environmental impact, creation of "micro-grid", and overall cost savings to customers. Discussion ensued regarding potential prohibitive costs of solar panel installation, additional research by Manor Alterations on alternate vendors, and the potential for negotiation of lower costs. Mr. Fogg confirmed this should involve oversight by the M&C Committee.

7. Manor Alterations Division Update

Mr. Doncost updated the current status of the Manor Alterations staff, with two Operational Specialists hired and one rotating VMS staff member to assist in addressing the backlog of inquiries. A representative from AQMD has been contacted, and a 30-minute presentation is being scheduled for the members of Laguna Woods. Mr. Doncost encouraged ACSC members to submit questions in advance and provide feedback to "MA" in order to finalize criteria.

Director Karimi inquired as to the communication of current status to realtors, relayed the concern that the growing scale of requests will become an ongoing issue.

Mr. Doncost clarified that "MA" is currently continuing a "triage-style" method in order to prioritize life/safety concerns, and further explained the fundamental issues experienced regarding Resale Inspections. Mr. Doncost proposed a temporary moratorium on Variance Requests as an option to slow incoming requests and address the backlog of open inquiries.

Consent:

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

None.

Items for Discussion

8. Document Package for Mutual Consent Applications

Mr. Doncost discussed "MA" has revised the salvageable documents from the Malware attack, and reformatted them for review. Mr. Doncost encouraged feedback from the ACSC for potential revisions.

Chair Parsons highlighted select statements for revision, including status requests and minor formatting concerns. Chair Parsons questioned a statement relating to asbestos abatement and testing due to square footage of less than 100 sq ft.

Mr. Doncost clarified that regulations of AQMD states that single-family home owners may remove up to 100 sq ft, however there are no single-family homes owned by the individual members within Laguna Woods. Per CalOSHA, any findings above 0.1% requires an abatement contractor. Mr. Doncost explained that further clarification will be highlighted by the Asbestos Regulations Meeting. Chair Parsons inquired as to the date of the meeting, stating that Third ACSC will have a presence. Mr. Doncost clarified the



date is not yet set, but encouraged the Committee members to submit questions to "MA" in advance, and to review the proposed agenda once confirmed.

Director Mutchnick commented that the language surrounding the "100 sq ft" line within the "MA" document package must be removed and the paragraph revised.

Chair Parsons highlighted a section on the revised document package regarding square footage.

Director Plean suggested revising the language surrounding disciplinary action which was furthered by Director Mutchnick. Staff Officer Gavin Fogg clarified that "MA" presents a document package which only highlights potential disciplinary actions as they are fully expounded within the CC&Rs.

Director Plean asked clarifying questions regarding the vehicles of contractors working with Laguna Woods, Mr. Doncost confirmed that insurance coverage is recorded for each contractor and their vehicles, but staff does not have the capacity for ongoing monitoring within the community.

Chair Parsons stated the verbiage surrounding "predictive submission timelines" must be eliminated, and inquired as to the current status of "MA" timelines for inquiries and staffing needs. Mr. Doncost confirmed that filling open staff positions is the highest priority in order to address the backlog of inquiries and shorten the new submission timelines.

Chair Parsons stated the verbiage "status requests cannot be answered at this time" contained within revised document package must be eliminated, as members must have an estimate for responses.

9. Items of Potential Over-Reach

Mr. Doncost summarized an examination proposed by United ACSC to explore a reduction in permit oversight for certain alterations, such as "like-for-like" replacements of appliances or other materials, and the creation of a Classification Tier System. This examination will result in a memorandum to be reviewed by Third ACSC and other committees.

Chair Parsons inquired as to how much involvement and communication regarding these potential changes have been communicated to real estate agents working with the community.

Mr. Doncost confirmed that at a previous real estate meeting, all rules and regulations were thoroughly communicated, and future communications could be initiated via the website or via newsletters.

10. Asbestos Rules & Regulations Meeting

Mr. Doncost reiterated the plan to receive questions to submit to the AQMD representative, finalizing an agenda, and scheduling a meeting for both an AQMD representative and an IHS representative.

Items for Future Agendas:

- Standard Details Update Cost Estimates
- Ongoing Real Estate Agent Meetings



Mr. Doncost confirmed that currently there is no real estate meeting date set, and until the backlog of inquiries is addressed a meeting date will not be confirmed. Mr. Doncost has confirmed the goal is to set a new date for meeting within the next 4 weeks.

Chair Parsons and Director Plean inquired as to how incoming submissions were tracked and the driver to delays experienced by members.

Mr. Doncost explained the process for incoming submissions, all inquiries are logged, then "MA" staff engages in an ongoing dialogue until a complete permit submission is received, then the permit is logged into the Stellar system. Mr. Fogg confirmed that a permit typically requires 10-14 days to process once entered into Stellar. Mr. Doncost further explained that members mistakenly assume that any submission of documents is the equivalent of a complete submission and therefore the perception of extended permit submission times is inaccurate. Furthermore, Stellar only presents a limited range of oversight, meaning that once a permit is submitted, it may be shown as "In Progress" for the entire duration of the work until an owner submits their final inspection.

Director Mutchnick raised a concern that contractors' pricing has risen, and members would benefit from a transparent pricing schedule. Mr. Doncost confirmed that "MA" does not oversee the pricing of contractors.

Concluding Business:

11. Committee Member Comments:

Director Plean suggested the potential of hiring temporary staff to assist in open positions.

Mr. Doncost clarified that temporary staff is limited in assistance ability due to the highly specialized nature of HOA regulations.

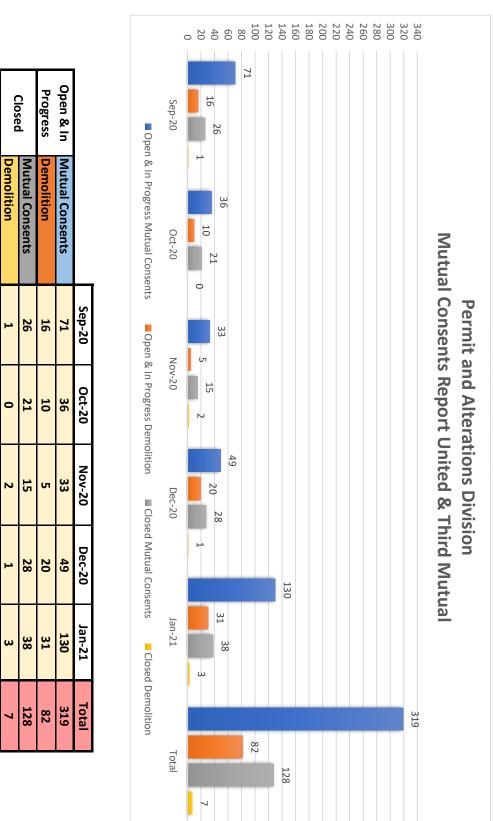
- 12. Date of Next Meeting February 22, 2021
- 13. Adjournment at 11:01 AM

X		
	Steve Parsons, Chair	

Robbi Doncost, Staff Officer

Telephone: (949) 268-2281





PAGE	1	OF	1

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DEMOLITION PERMIT APPLICATION INSTRUCTIONS

To obtain a Mutual Consent for Demolition, print out and/or download required attachments. Follow the list of requirements below necessary to provide a complete permit submission. All submissions must be sent to Manor Alterations Department (alterations@vmsinc.org).

- 1. Complete the Mutual Consent for Demolition Application
 - Include the homeowner's property address within the community, signature, and valid email address (ATTACHMENT 1)
 - The Contractor information and signature will be required
- 2. Complete **Mutual Consent for Demolition Checklist** including mandatory signature by homeowner (ATTACHMENT 2)
- 3. Provide a copy of the floor plan that corresponds to your unit/manor including-
 - Scope of work inclusive of all proposed alterations
 - Highlighted location of <u>all</u> proposed permit items within scope of work noted on floor plan (ATTACHMENT 3)
 - Manor Alterations will determine if Structural Drawings will be required dependent upon the proposed project
- 4. If the **General Contractor** and or the **Abatement Contractor** listed on your application has not conducted work within the community, we will require a **Certificate of Liability** indicating the appropriate parties as "Additionally Insured", minimum coverages noted for General Liability, Worker's Compensation, and Automobile Insurance. (ATTACHMENT 4)
- 5. Please provide either an Asbestos Report or an Abatement Contract
 - **A. Asbestos Reports:** Please contact a local Asbestos consultant company that can provide test results with all areas tested that will be disturbed through the demo process
 - If test results are <u>negative</u> or None-Detected then your General Contractor may complete the scope of work
 - If test results are <u>positive</u> Manor Alterations requires an abatement contract from an abatement contractor
 - **B.** Abatement Contract: Obtained by hiring an abatement contractor who is licensed and certified to work in areas that contain asbestos while properly & safely containing the asbestos materials. Provide an abatement contract signed by all parties involved i.e. Abatement Contractor, homeowner and/or General Contractor
- 6. Payment will be obtained after your completed permit is approved by a Manor Alterations Inspector.
- 7. Please email complete submission to initiate the processing of your documents.

Once approved Manor Alterations will contact the applicant via the information provided to collect credit card payment for the permit fees. An email will be sent with your approved documents to all parties involved to continue the process at the city.

Please Note: Current processing time is 3-4 weeks for a response to your initial submission. Please be assured that Manor Alterations is working extremely hard to expedite the process for all submissions and a reduction in wait times.



MUTUAL CONSENT APPLICATION INSTRUCTIONS

To obtain a Mutual Consent, print out and/or download required attachments. Follow the list of requirements below necessary to provide a complete permit submission. All submissions must be sent to Manor Alterations Department (alterations@vmsinc.org).

- 1. Complete the Mutual Consent for Application
 - Include the homeowner's property address within the community, signature, and valid email address (ATTACHMENT 5)
 - The Contractor information and signature will be required
 - Review the Standards for Alterations for your proposed alteration. If a proposed alteration does not follow the standard provided, a Variance Request will be required in advance of alterations. (ATTACHMENT 6)
 - Include specifications of any products/items to be installed in your unit as related to your proposed alteration. (ATTACHMENT 7)
- 2. Provide a copy of the floor plan that corresponds to your unit/manor including-
 - Scope of work inclusive of all proposed alterations
 - Highlighted location of <u>all</u> proposed permit items within scope of work noted on floor plan (ATTACHMENT 3)
 - Manor Alterations will determine if Structural Drawings will be required dependent upon the proposed project
- 3. If the **General Contractor** listed on your application has not conducted work within the community, we will require a **Certificate of Liability** indicating the appropriate parties as "Additionally Insured", minimum coverages noted for General Liability, Worker's Compensation, and Automobile Insurance. (ATTACHMENT 4)
- 4. Payment will be obtained after your completed permit is approved by a Manor Alterations Inspector.
- 5. Please email complete submission to initiate the processing of your documents.

Once approved, Manor Alterations will contact the applicant via the information provided to collect credit card payment for the permit fees. An email will be sent with your approved documents to all parties involved to continue the process at the city.

Please Note: Current processing time is 3-4 weeks for a response to your initial submission. Please be assured that Manor Alterations is working extremely hard to expedite the process for all submissions and a reduction in wait times.

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This form shall be completed by the member in accordance with Resolution XX-XX-XX and submitted to Manor Alterations via email address: alterations@vmsinc.org. Member shall receive a confirmation email from Manor Alterations upon receipt of this completed form, including an assigned receipt number. Members must retain that receipt number for records.

Manor:	
Street:	
Receipt #:	

The undersigned, a member of United Laguna Woods Mutual, Third Laguna Hills Mutual, a (hereinafter referred to as the "Corporation), hereby submits this completed form in order to make the alteration described herein to the Manor. Said alteration shall be performed in accordance with City of Laguna Woods code and the Mutual policies. A duly licensed and insured contractor shall perform all code required work; and which is incorporated herein and made a part hereof. United Laguna Wood Mutual, per Resolution XX-XX-XX, hereby designates that the member of United 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.

ALTERATION DESCRIPTION

"Like for Like" Alterations are inclusive of same size envelope and location, same power connection, voltage, amperage, function, flow, and plumbing connections outside of wall. Any alterations beyond "Like-for-Like" scope will require a Mutual Consent and/or Demolition Permit. If you have questions, please contact Manor Alterations at alterations@vmsinc.org or (949) 547- 4616.

Demontrative questions, preuse contac	se manor , merations at alterations & mismore gor (5.15) 5.17
CATEGORY I	CATEGORY II
Refrigerator	Refrigerator
Stoves/Oven	Stoves/Oven
Toilet	Microwave
Vanity	Dishwasher
Dishwasher	Faucets/Sinks/Garbage Disposal
Faucets/Sinks/Garbage Disp.	Kitchen Counter Top (& Backsplash)
Kitchen Counter Top (& Backsplash)	Kitchen Cabinets Doors (& Fronts)
Kitchen Cabinets Doors (& Fronts)	Bath Faucets/Sinks/Counter Tops
Microwave	Vanity
Ceiling Fan	*Shower & Tub Enclosure
*Hot Water Heater	*Hot Water Heater
In-wall Heat Pump/AC	*Requires a City Permit
*Shower & Tub Enclosure	
Central & Split System AC/Heat Pump	

APPLIANCE AND/OR PRODUCT INFORMATION

Make Model Spec

SHAREHOLDER WAIVER

I understand & acknowledge that I am responsible for the actions of myself and/or my contractor(s), I understand & acknowledge that I am responsible for any repercussions, damages, claims, fines, or violations that result from the actions or inactions of myself and/or my contractor(s).

Name Date Signature

IMPORTANT NOTICE: ASBESTOS CONTAINING MATERIALS THAT ARE BASICALLY INERT AND HARMLESS IF NOT DISTURBED MAY BE PRESENT IN CEILINGS, FLOORS AND OTHER BUILDING COMPONENTS. LEAD-BASED PAINT MAY 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 RELATING TO DISTURBANCE, REMOVAL AND/OR DISPOSAL OF ALL REGULATED MATERIALS; AND UPON REQUEST, COPIES OF DISPOSAL MANIFESTS WILL BE PROVIDED TO THE CORPORATION.

- No person shall make any alteration of, make any addition to, or remove any portion of any real property owned, managed or controlled by the Corporation without the prior written approval of the Corporation as evidenced by a Mutual Consent for Manor Alteration issued by the Corporation.
- 2. Concurrently with this application the following documents shall be submitted together with the required fee pursuant to Clause 10 herein.
 - a) A description of the proposed work to be performed.
 - b) If the proposed work is to be performed by a contractor, a copy of the written agreement covering the proposed work, executed by the member and the contractor.
 - c) If applicable, a building permit issued by the City of Laguna Woods, County of Orange, State of California.
 - d) Upon its submission, each of said documents shall be incorporated by reference and become a part of this application.
- 3. Any contractor who proposes to perform the work:
 - Shall be licensed as a contractor as required by the laws of the State of California, and shall present evidence thereof to the Corporation.
 - b) Shall maintain in force Commercial General Liability insurance and Workers Compensation insurance satisfactory to the Corporation. A performance bond and a labor and material bond may be required at the option of the Corporation.
 - c) Shall complete, verify and file with the Corporation, a Construction Contractor Pass Application, and shall promptly notify the Corporation of any change in the information provided in such application until such time as any warranties required in Clause 5 shall expire.
 - d) Shall identify all vehicles and persons with involved in performance of the work in a manner satisfactory to the Corporation, and surrender upon demand of the Corporation all identification credentials (such as passes which may have been supplied to them); such credentials remaining at all times the property of the Corporation.
 - e) Hereby warrants that all work to be performed shall be free from defective workmanship and materials tor a period of not less than one year from the date of final inspection by the Corporation as provided herein.
 - Shall perform all work to the satisfaction of the Corporation, subject to the inspection of the Corporation as provided in Clause 10 herein.
 - g) Shall indemnify and hold harmless the Corporation, Golden Rain Foundation of Laguna Woods, their officers, directors, agents and sureties pursuant to Clause 7 herein.
 - h) Shall keep the real property on which the work is to be performed free of all liens or claims pursuant to Clause 11 herein.
 - Shall comply with all applicable laws, plans, rules and regulations pursuant to Clause 4 herein,
 - j) Shall promptly commence the work and diligently prosecute the same to completion without unduly inconveniencing the member and neighboring residents and upon completion, file a request for final inspection with the Corporation on a form provided by the Corporation.
- 4. The member and contractor, shall comply at all times with:

Signature of Member: ____

- All federal, state and local laws, ordinances, codes and regulations.
- The plans and specifications or other description(s) of the work submitted to and approved by the Corporation.
- All rules and regulations of the Corporation and all other corporations owning, controlling or managing real property in Laguna Woods Village@, Laguna Woods, California.
- The member and the contractor, if any, hereby agree that any defects due to faulty materials or workmanship which appear within one year,

- or such greater period may be guaranteed by the contractor, if any, after final inspection by the Corporation, shall be corrected by and at the expense of the member and/or the contractor, if any, as the Corporation may, in its sole discretion, determine.
- 6. The member and the contractor, if any: understand that Village Management Services, Inc. is the Management Agent for the Corporation and is authorized act on behalf of the Corporation and to approve any application for Mutual Consent for Manor Alteration, if it complies with the requirements established by the Corporation. Notwithstanding any other provision herein, the Managing Agent is authorized to disapprove any application or revoke any approval after issuance if, in the sole judgment of the Management Agent, such disapproval or revocation may be in the best interest of the Corporation.
- 7. The member and the contractor, if any, agree to indemnify, defend and hold harmless the Corporation, Golden Rain Foundation of Laguna Woods, their officers, directors, agents and sureties from any and all claims, liens, liabilities, costs, expenses, fines, penalties or fees arising out of the work, including attorney's fees and court costs as may be incurred in defending against any such claims, liens, liabilities, costs, expenses, fines, penalties or fees.
- Approval of this application shall not be deemed to create any right to approval of any other such application on the part of the member.
- Approval of this application shall not create any right to the approval of any other application involving the same or similar work proposed to be performed by such contractor.
- 10. Concurrent with this application the member shall pay the current fee pursuant to the schedule of fees as determined by the Corporation from time to time. The Corporation may inspect and inquire into the status the work and may make a final inspection within 30 days after receipt of a written request for final inspection on a form provided by the Corporation from the member or contractor. No inspection by the Corporation shall constitute a waiver of any right of the Corporation or a release of any obligation or duty of the contractor or member hereunder, or warranty that the work has been completed properly or complies with applicable laws, ordinances, codes or regulations.
- 11. The real property on which the work is performed shall be kept free from liens or claims of mechanics, material men, subcontractors and others connected with the work. The contractor, if any, agrees to waive all rights for liens for any amount claimed to be due to the contractor from the member and agrees to execute release(s) of liens or other documents as requested by the Corporation, converting all work, labor and materials, including equipment and fixtures of all kinds, performed or furnished in connection with the work.
- 12. The contractor, if any, agrees that the issuance of a Mutual Consent for Manor Alteration shall constitute permission to the contractor, his subcontractors, agents and employees to Laguna Woods Village®, Laguna Woods, for such purposes and times as are reasonable and necessary for the prompt and efficient performance of the work. Such permission may be revoked by the Corporation at any time, with or without cause, as to the contractor, his subcontractors, agents and employees, or as to any of them.
- 13. The member hereby agrees to be responsible for the maintenance and repair of all additions or alterations created by the work, except for damage caused by or resulting from the gross negligence or willful misconduct of the Corporation, its officers, directors or agents. Notwithstanding any provision of any agreement between the contractor and the member to the contrary, no more than ninety per cent (90%) of the contract price for the work shall be paid by the member until the work has been completed and inspected as provided herein. In the event that legal proceedings are instituted by or against the Corporation in connection with this application or the work, the member and the contractor jointly and severalty agree to pay the Corporation all costs and expenses of such proceedings including reasonable attorney's fees. The member and the contractor, if any, understand that Village Management Services, Inc. is the Management Agent for the Corporation and is authorized act on behalf of the Corporation and to approve any application for Mutual Consent for Manor Alteration, if it complies with the requirements established by the Corporation. Notwithstanding any other provision herein, the Managing Agent is authorized to disapprove any application or revoke any approval after issuance if, in the sole judgment of the Management Agent, such disapproval or revocation may be in the best interest of the Corporation.

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Date :



PROPOSED AGENDA: ASBESTOS RULES & REGULATIONS MEETING Friday, February 26, 2021 – 2:00 PM GoToMeeting Portal

AGENDA

- 1. Introduction (5 min)
- 2. Objectives (5 Min)
- 3. Contractors View (20 Min)
 - Understanding of what contractor's role should be with regard to this issue and a history of how asbestos removal was accomplished in the past.
- 4. Members View (10 min)
 - o A member who has experienced remodeling in this community on a personal level.
- 5. Summary of Concerns (10 Min)
- 6. Regulations: AQMD (30 Min)
- 7. Inspection: IHS (30 Min)
- 8. VMS Position (15 min)
- 9. Summary, Consensus and Path Forward (30 Min)

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STAFF REPORT

DATE: February 22, 2021

FOR: Architectural Control and Standards Committee

SUBJECT: Variance Request

Mr. and Mrs. York and Angela Bennett of 3493-C (La Quinta, LH06) Request to Retain the Removal of an Interior Bearing Wall Between

the Kitchen and Living Room

RECOMMENDATION

Staff recommends the Board approve the request to remove an interior bearing wall between the kitchen and living room with the conditions stated in Appendix A.

BACKGROUND

Mr. and Mrs. Bennett of 3493-C Monte Hermoso, a La Quinta style unit, are requesting Board approval of a variance to retain removing the interior bearing wall between the kitchen and living room as described in the submitted plans (see Attachment 1) and the Variance Request (see Attachments 2).

On 09/02/20 a Mutual Consent for demolition within unit 3493-C was issued by the Manor Alterations office for standard alteration work that could be completed as 'over-the-counter' permits. On 11/18/2020, Staff found non-standard work to have been performed inside of the unit (replacement of structural post with beam) without Mutual Consent. Staff issued a correction notice to return the posts, or to submit a variance to retain the structural beam. On 1/18/2021, staff received a variance for the non-standard alterations, and on 1/31/2021 received additional drawings for their submission.

Due to the proposed alteration not falling within any existing Mutual Standard or Policy, Staff requires approval by the Third Mutual Board to issue a Mutual Consent for the project.

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

DISCUSSION

Mr. and Mrs. Bennett of 3493-C Monte Hermoso, a La Quinta style unit, is requesting Board approval of a variance to remove the interior bearing wall between the kitchen and living room.

The bearing walls removed are approximately 10' long by 11' long, opening the kitchen to the living room within the manor. The walls were replaced by new posts and beams. Plans provided show a new pad footing for an interior column, incorporated into a 2'-6" new wing wall. Mr. and Mrs. Bennett wish to extend the kitchen into the dining room, with cabinetry around the perimeter with a new kitchen island with a sink and dishwasher in the center. The alterations would create a larger kitchen and more open floorplan.

Stamped structural drawings will be required as a Condition of Approval along with the requirement to obtain a City of Laguna Woods permit to ensure code compliance and that structural integrity requirements are met. Detailed architectural drawings along with a City permit that would ensure Title 24 is met will be required for Mutual approval of any and all proposals considered. A City of Laguna Woods building permit final would verify compliance with all applicable building codes.

The modifications are interior to the manor, and represent no concern with respect to view from neighboring manors, or anyone else. Mr. and Mrs. Bennett have submitted architectural and structural drawings of the proposed alterations. Due to the relocation of plumbing fixtures as part of the total remodel project (kitchen sink and dishwasher), a contingency of a plumbing plan should be required.

Staff found no previous variance requests for bearing wall removal La Quinta floor plan units. While Staff is aware of the alteration being performed in the past, we do not have complete records for specific examples due to the malware attack.

There is currently one open Mutual Consent for demolition for standard (over-the-counter) alterations at Unit 3934-C. Plans provided show additional alterations of kitchen remodel, dining room remodel, etc., which are able to be approved with a standard (over-the-counter) Mutual Consent.

A City of Laguna Woods building permit final would verify compliance with all applicable building codes. A City of Laguna Woods building permit is a requirement of this approval.

A Neighbor Awareness Notice has been sent to Units, 3934-A, 3934-B, 3934-N, 3934-O, and 3934-P on February 12, due to the potential noise and parking impacts.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 3493-C

Prepared By: Richard de la Fuente, Alterations Inspector II

Prepared By: Gavin Fogg, Inspections Supervisor

Robbi Doncost, Manor Alterations Manager

ATTACHMENT(S)

Appendix A: Conditions of Approval

Attachment 1: Scope of Work

Attachment 2: Variance Request, January 18, 2021

Attachment 3: Photos
Attachment 4: Map

APPENDIX A

CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

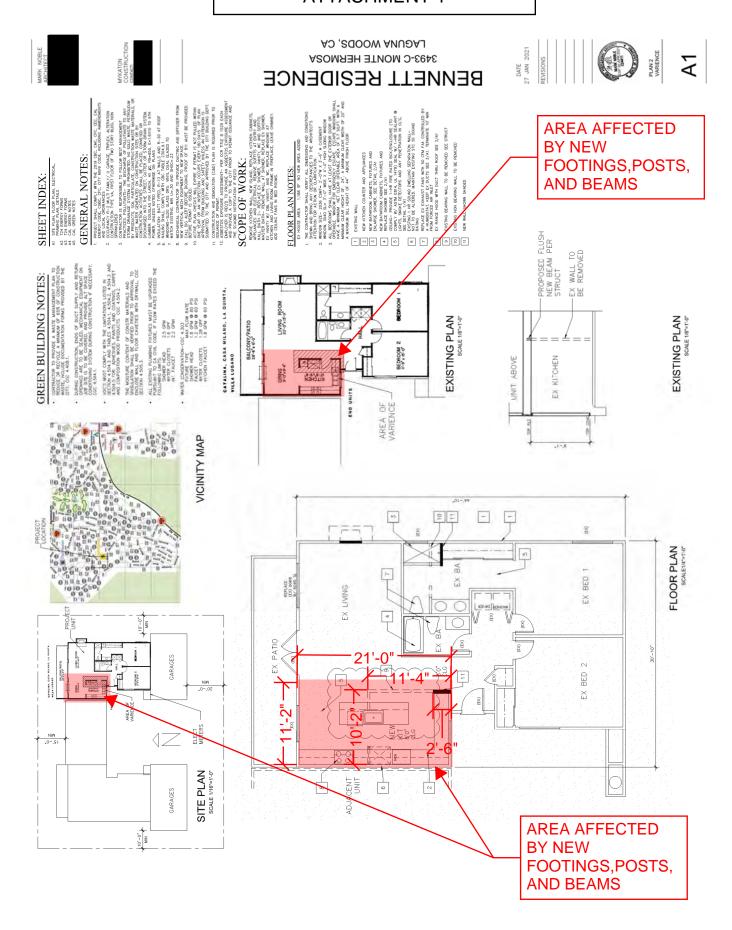
- 1. An Unauthorized Alteration fee of \$300 will be required to be paid along with the existing application for Mutual Consent as per existing Fee Schedule
- 2. No improvement shall be installed, constructed, modified or altered at unit 3493-C, ("Property") within the Third Laguna Hills Mutual ("Mutual") unless and until a Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member Owner or Owners ("Member Owner") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
- 3. A Variance for Unit Alterations has been granted at **3493-C** for **Bearing Wall Removal**, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
- 4. Prior to the issuance of a Mutual Consent for Unit Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
- 5. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at **3493-C** and all future Mutual members at **3493-C**.
- 6. Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
- 7. This approval does not change the number of bedrooms or the original maximum occupants permitted in the Unit.
- 8. A City of Laguna Woods permit is required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a Mutual Consent for Unit Alterations, the appropriate City of Laguna Woods permit number(s) must be

- submitted to the Division office located in the Laguna Woods Village Community Center. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.
- 9. Prior to the issuance of a Mutual Consent for Unit Alterations, if required, a Mutual Roof Alteration Notification ("Tie-In Form") must be submitted to the Division. All roof tie-ins must be performed by a C-39 Licensed Contractor. The Member Owner may hire a C-39 Licensed Contractor of his/her own choice to perform roof tie-ins for the installation of solar panels on all roof types except PVC Cool Roofs. For PVC Cool Roofs, regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member Owner's expense. All tie-ins may only be made to sound structural elements. Existing structural elements proposed to be tied to, which exhibit signs of dry rot or other structural defects, must first be replaced or repaired at the Member Owner's expense during construction of the improvement.
- 10. Prior to the issuance of a Mutual Consent for Unit Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "Third Laguna Hill Mutual Color Selections" at Resident Services, located at the Community Center first floor.
- 11. Member Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, and use of Mutual property for storage of equipment or materials without prior approval. Member Owner acknowledges and agrees that all such persons are his/her invitees. Member Owner shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations.
- 12. Member Owner hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
- 13. Any piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations through framing.
- 14. Member Owner shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment, traffic or other charge levied in connection therewith.
- 15. Member is responsible for following the gate clearance process in place to admit contractors and other invitees.
- 16. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post

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

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

ATTACHMENT 1



LAGUNA WOODS, CA 3493-C MONTE HERMOSA BENNETT RESIDENCE

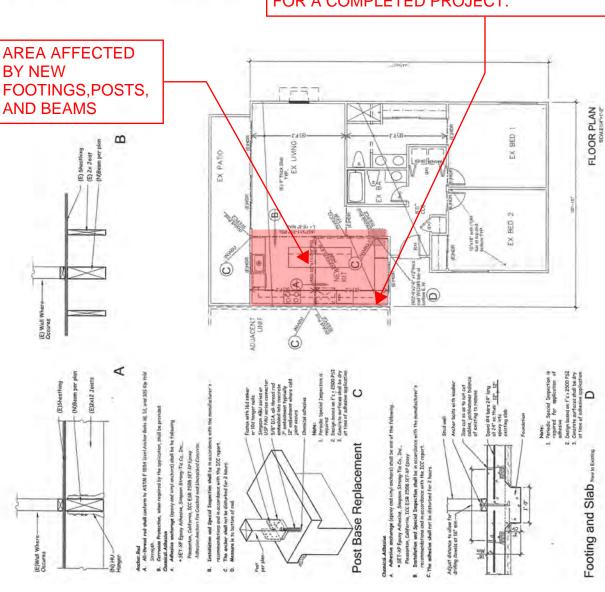






(E)Wall Where Occures

THE INSTALLATION OF THE ADDED POSTS, BEAMS, AND FOOTINGS SHALL NOT INFRINGE INTO ANY ADJACENT MANOR. THIS INCLUDES ANY HARDWARE OR OTHER MISCELLANEOUS COMPONENT ASSEMBLIES NECESSARY TO PROVIDE FOR A COMPLETED PROJECT.



Laguna Woods Village

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Member Name: Angela Ben	nett Signature York I	Bernit	
Phone:	E-ma		
Ron Harbin Mykaton Co	nst. Phone	E-mail:	-
Owner Mailing Address: (to be used for official correspondence)		-	

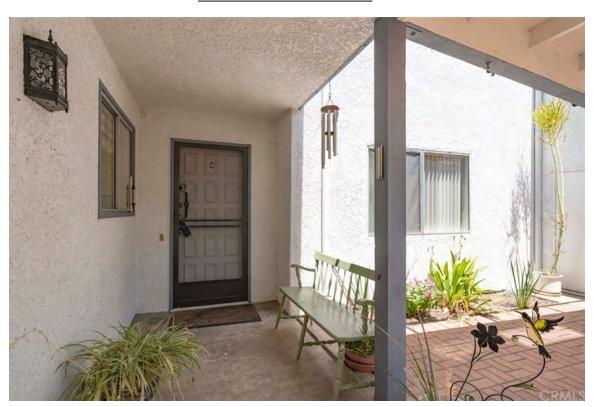
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ATTACHMENT 3



FRONT ELEVATION



UNIT 3493-C ENTRY



KITCHEN



<u>KITCHEN</u> (VIEW TOWARD DINING ROOM)



DINING ROOM



LIVING ROOM

ATTACHMENT 4



