

OPEN MEETING

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

Friday, November 08, 2024 – 9:30 a.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: <u>https://us06web.zoom.us/j/93156707417</u> or by calling 669-900-6833 Webinar ID:93156707417.

2. Via email to <u>meeting@vmsinc.org</u> 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 September 09, 2024
- 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
- 9. Variance Requests
 - a. 5309: Variance to Extend Bedroom into Private Garden, Extend Living Room and Kitchen into Rear Exclusive Use Common Area, and Install Pavers on Side and Rear Common Area
 - b. 3217-D: Variance to Extend Living Room Flush with Adjacent Walls

Third Architectural Control and Standards Committee Regular Open Meeting November 08, 2024 Page 2 of 2

- c. 5515-3C Variance to Change Window Size to Match Adjacent Unit
- 10. Items for Discussion and Consideration
 - a. Revision to Standard 11A: Interior Hard-Surface Flooring
 - b. Rescind Third Laguna Hills Mutual Interior Hard-Surface Flooring Complaint Rules
 - c. Publication of SCAQMD Questions and Answers
- 11. Items for Future Agendas
 - a. Revision to Standard 41: Solar Panels, 1 Story Buildings
 - b. Rescind Standard 41A: Solar Panels, 2 Story Buildings
- 12. Committee Member Comments
- 13. Date of Next Meeting: Monday, December 02, 2024 at 9:30 a.m.
- 14. Adjournment

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

Moon Yun, Chair Alan Grimshaw, Manor Alterations Manager Telephone: 949-597-4616



OPEN MEETING

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

Monday, September 09, 2024 – 1:30 p.m. Laguna Woods Village Board Room/Virtual Meeting 24351 El Toro Road, Laguna Woods, California

REPORT

COMMITTEE MEMBERS PRESENT:	Brad Rinehart – Chair, Jim Cook, Nathaniel Ira Lewis, Advisors: Mike Butler, Lisa Mills, Mike Plean
COMMITTEE MEMBERS ABSENT:	Reza Karimi, David Veeneman
STAFF PRESENT:	Bart Mejia – Maintenance & Construction Assistant Director, Alan Grimshaw – Manor Alterations Manager, Gavin Fogg – Manor Alterations Supervisor, Laurie Chavarria – Senior Management Analyst, David Rudge – Inspector II, Josh Monroy – Administrative Assistant, Manor Alterations

1. Call Meeting to Order

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

2. Approval of the Agenda

Chair Rinehart asked for approval of the agenda.

Director Cook made a motion to approve the agenda. Director Lewis seconded.

Hearing no objection, the agenda was approved by unanimous consent.

3. Approval of the Meeting Report for August 12, 2024

Chair Rinehart asked for approval of the meeting report.

Director Cook made a motion to approve the meeting report. Director Lewis seconded.

Hearing no objection, the meeting report was approved by unanimous consent as written.

Third Architectural Control and Standards Committee Report of the Regular Open Meeting September 09, 2024 Page 2 of 3

4. Remarks of the Chair

Chair Rinehart expressed his gratitude for Director Cook's time on the committee.

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

None.

6. Response to Member Comments

None.

7. Department Head Update

Manor Alterations Manager Alan Grimshaw welcomed Chair Rinehart, and expressed his gratitude for Director Cook's time on the committee. Additionally, Mr. Grimshaw provided an overview for how standards get chosen for review.

- 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 Variance report was approved by unanimous consent.

5471-A: Request to Install Pavers on Rear Common Area Behind Garage

9. Variance Requests

a. <u>3243-1H: Variance to Install Storage Solution in Parking Garage</u>

Chair Rinehart asked for approval of the variance.

Director Cook made a motion to approve the variance. Director Lewis seconded.

Hearing no objection, the variance to install storage solution in parking garage was approved by unanimous consent.

10. Items for Discussion and Consideration

a. Rescind Standard 39: Balcony Enclosures

Chair Rinehart asked for approval to rescind the standard.

Director Cook made a motion to approve rescinding the standard. Director Lewis seconded.

Hearing no objection, the motion to recommend rescinding Standard 39: Balcony Enclosures

Third Architectural Control and Standards Committee Report of the Regular Open Meeting September 09, 2024 Page 3 of 3

was approved by unanimous consent.

11. Items for Future Agendas

- Revision to Standard 41: Solar Energy Systems to meet current codes, regulations and standards.
- Revision to Standard 11A: Interior Hard-Surface Flooring
- Rescind Third Laguna Hills Mutual Interior Hard-Surface Flooring Complaint Rules
- · Revision to Interior Hard-Surface Flooring Policy

12. Committee Member Comments

- Director Cook commented on the progress made during his term and thanked staff for their collaboration.
- 13. Date of Next Meeting: Monday, October 14, 2024 at 9:30 a.m.

14. Adjournment

The meeting was adjourned at 2:00 p.m.

Brad Rinehart (Sep 11, 2024 13:25 PDT) Brad Rinehart, Chair

Brad Rinehart, Chair Alan Grimshaw, Manor Alterations Manager Telephone: 949-597-4616 This Page Left Intentionally Blank

	Over-The-Counter Variances	
Approved Variances in November 2024	Description of Variance	Previously Approved Resolution #
5452	Enclose Existing Patio Cover	03-24-46
3196-A	 Replace Permitted Wood Patio Cover with New Aluminum and Enclose 	03-24-46
3493-A	Install Pavers on Rear Common Area	03-23-39 03-23-98

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ACSC – Friday November 08, 2024	equests	Summary of Request and Staff Recommendation (*)	<u>GENERAL NOTES:</u>	 5309 is a single unit 	 Extend bedroom into private garden
Third ACSC – Friday N	Variance Requests	Iress Description of Request	Extend Bedroom into Private	Garden, Extend Living Room and	Kitchen into Rear Exclusive Use
		anor Address			

Agenda Item #9	Manor Address	Description of Request	Summary of Request and Staff Recommendation (*)
٩	5309	Extend Bedroom into Private Garden, Extend Living Room and Kitchen into Rear Exclusive Use Common Area, and Install Pavers on Side and Rear Common Area	 GENERAL NOTES: 5309 is a single unit Extend bedroom into private garden Extend bedroom into private garden Keep existing approved room addition on common area Keep existing approved room addition on common area Demo patio area on common area and extend living room and kitchen into exclusive use common area. Pavers on side adjacent to office with full open doors and rear patio Staff Recommendation: Approve
B	3217-D	Extend Living Room Flush with Adjacent Walls	 3217-D is one of four units Extend living room into exclusive use common area patio 2 feet Staff Recommendation: Approve
c	5515-3C	Change Window Size to Match Adjacent Unit	 5515-3C is one of twenty-two attached units Lower window sill to change window height from 36" to 48" to match adjacent unit Staff Recommendation: Approve

(*) The following attachments are included for your review and reference.

- Variance Request Form
 - Photos
- Location Map
 - Plan(s)
- Draft Conditions of Approval **Draft Resolution** . 6 . 7 . 4 . 9 . 7 . 9

Agenda Item #9 Page 1 of 1

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Manor 5309

Worden: Worden Windy Wariance Request Form SA Model: VillA Paraisa Plan: Date: B - B - 2024 Momber Name/Co: E-mail: Date: B - B - 2024 Phone: E-mail: Date: B - B - 2024 Contractor Name/Co: E-mail: Date: B - B - 2024 Owner Mailing Address: Signature E-mail: Date: B - B - 2024 Owner Mailing Address: Signature E-mail: Date: B - B - 2024 Owner Mailing Address: Signature E-mail: Date: B - B - 2024 Owner Mailing Address: Signature E-mail: Date: B - B - 2024 Owner Mailing Address: Signature E-mail: Date: B - B - 2024 Owner Mailing Address: Signature E-mail: Date: B - B - 2024 Owner Mailing Address: Signature Signature Description of Proposed Variance Request ONLY: Peowner Meter Son of Marker Suitt# 1 in the Frant; B2 # ; 10 = 9' X - 5' X 7' -0'' Poom extension: of Proposed Variance Alterations ONLY: Peowner Actenzion (Frank Suite # L): Bate: A - 2' S' X - 2' S' X - 2'' Po'' K - 5'' Dimensions of Proposed Variance Bate: A - 2' S' X - 2' S' X - 2'' Po'' K - 5''	Laguna Woods Villag	Attachment 1 Application Form	MANOR # 5309				
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Agenda/Iten8#9a Page 1 of 15 ATTACHMENT 2 PHOTOS

5309 Existing Conditions



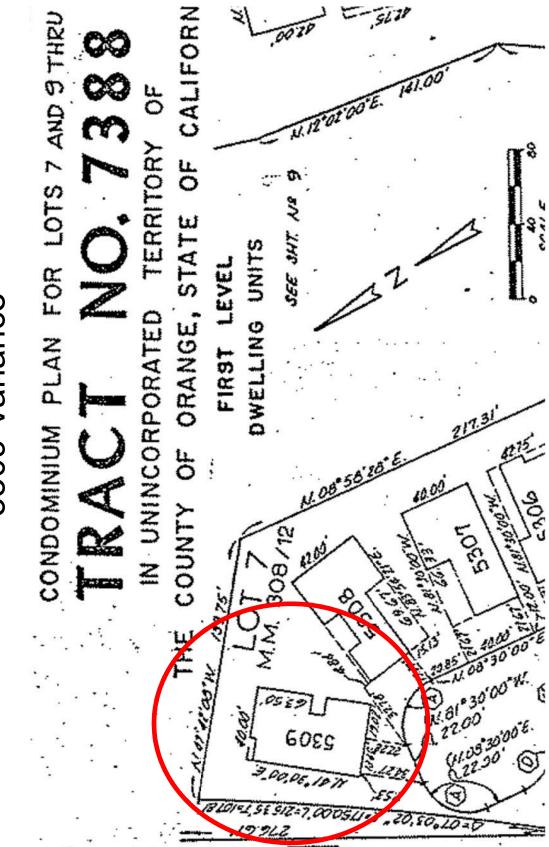
Agenda Item #9a Page 2 of 15 ATTACHMENT 3 AERIAL

5309 Variance

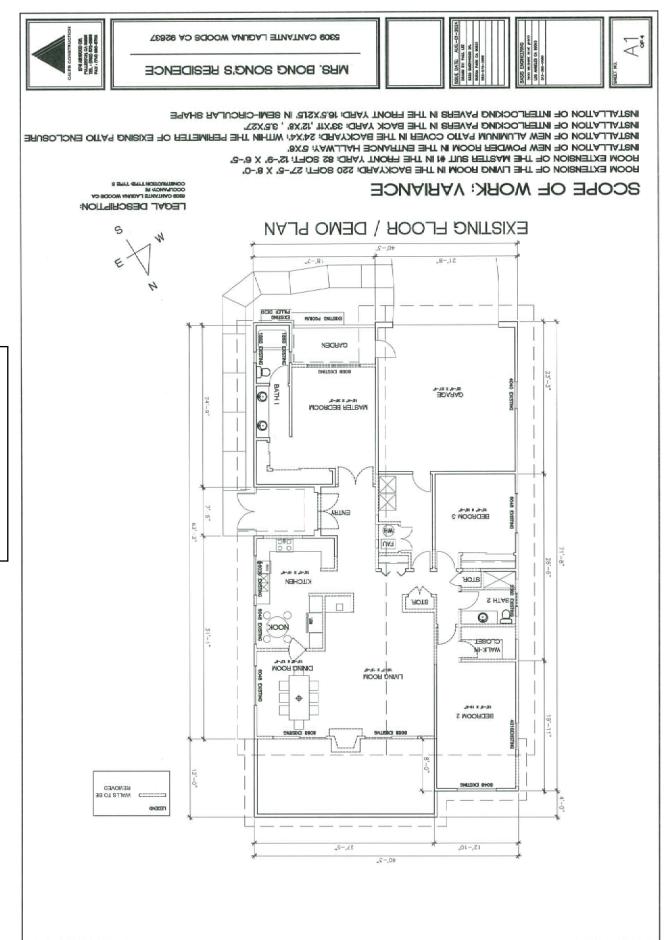


Agenda Item #9a Page 3 of 15

Agenda Item #9a Page 4 of 15

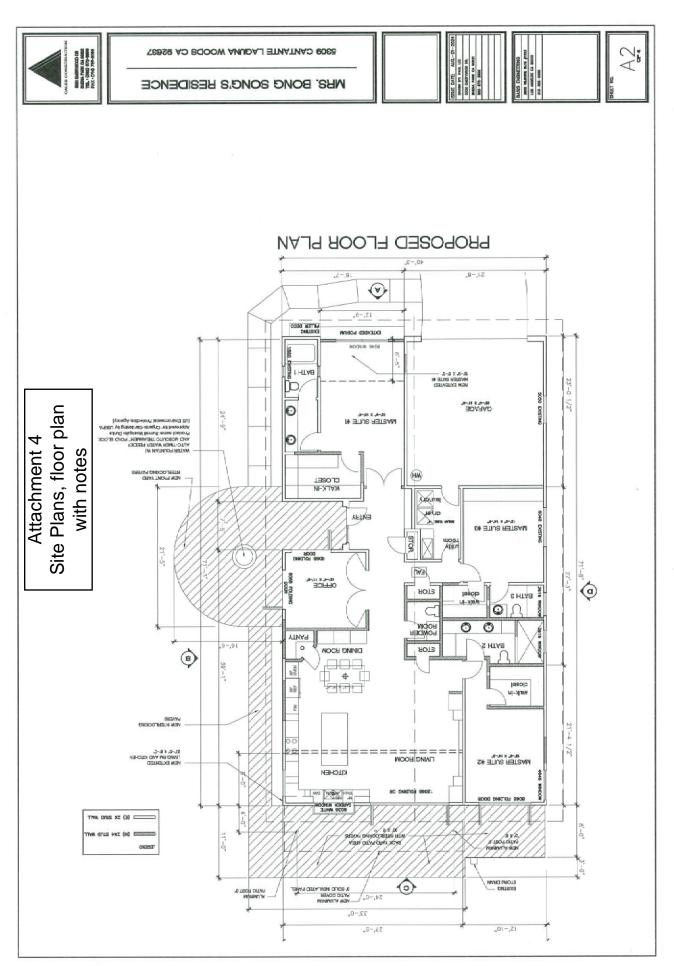


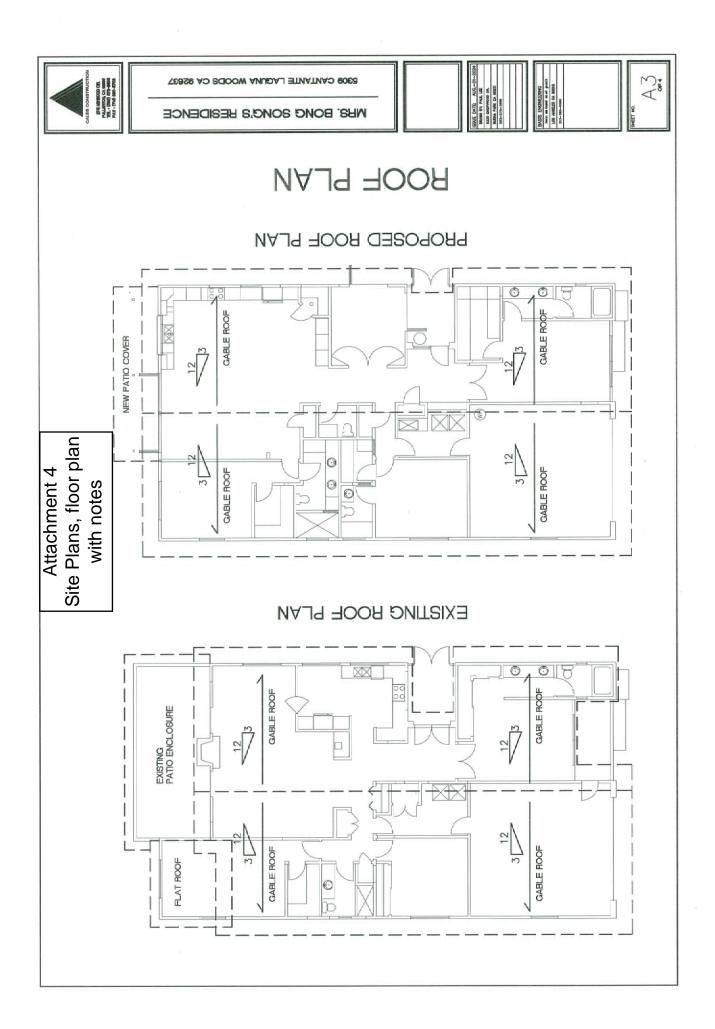
Attachment 3 Aerial and location map with notes 5309 Variance



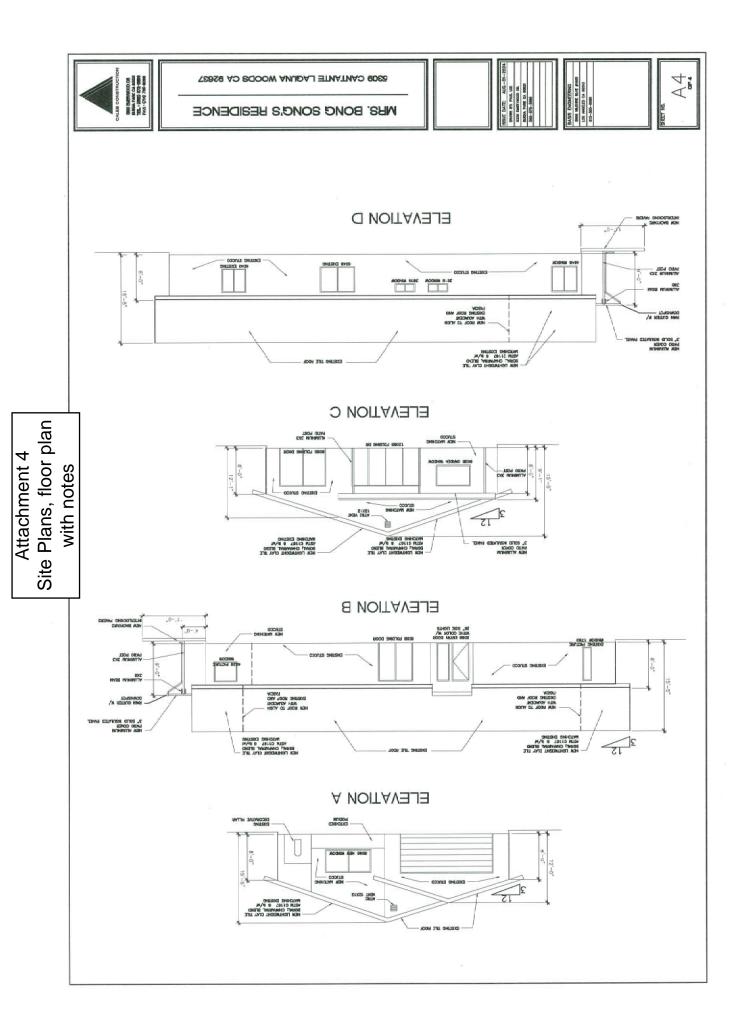
ATTACHMENT 4 FLOOR PLANS

Agenda Item #9a Page 6 of 15





Agenda Item #9a Page 7 of 15



Agenda Item #9a Page 8 of 15



CONDITIONS OF APPROVAL

<u>Manor:</u> 5309

<u>Variance Description:</u> Extend Bedroom into Private Garden, Extend Living Room and Kitchen into Rear Exclusive Use Common Area, and Install Pavers on Side and Rear Common Area

A Variance for Alterations has been granted at the above manor, subject to the attached plans stamped approved and is subject to a final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or disciplinary action taken against the Member.

Manor-Specific Conditions:

A. <u>General Comments:</u>

- A.1. Due to this approval involving the use of Common Area, the member shall provide to Manor Alterations a copy of the Grant Deed and Legal Description for the unit, prior to application for Mutual Consent for Demolition and Alteration, for use in preparation of the "Recordable Exclusive Use of Common Area Revocable License" as mentioned in Section G General Conditions.
- A.2. This approval does not change the number of bedrooms or the original maximum occupants permitted in the Unit.
- A.3. The Member shall provide plans, specifications, and calculations from a duly licensed architect or structural engineer to conform to the Building Code for all foundation, framing, and beam additions for the work of this variance.
- A.4. A City of Laguna Woods Building Permit will be required and provided to Manor Alterations to verify all code requirements for new or modified structural components, and shoring have been satisfied.

B. Materials and Methods:

- B.1. Any piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations through framing.
- B.2. Pavers installation must be installed per Third Mutual Standard 21

C. Requirements for Mutual Consent for Alterations:

- C.1. Prior to the Issuance of a Mutual Consent for Alterations, a complete set of unit specific plans, specifications and calculations 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.
- C.2. Prior to the Issuance of a Mutual Consent for Alterations, the Member must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed. The inspection will be a chargeable service to the Member. Inspection appointments are to be made with Resident Services, by authorized persons only. Findings from the video inspection will be recorded on the chargeable service ticket for Alterations staff to review.
- C.3. Prior to the Issuance of a Mutual Consent for Alternations, if required, the Member shall verify with Plumbing if the manor plumbing has been treated with an ePIPE Epoxy Barrier, to assure that Mutual property is appropriately addressed during construction. Any repair or connection to the epoxy coated pipe should be performed in such a manner that the repair or the remodel of the existing system does not damage the epoxy barrier. Before repairing or remodeling any ACE Duraflo epoxy barrier, call 800-359-6369 to ensure the proper technique is used for the specific repair or remodel.
- C.4. Prior to the issuance of a Mutual Consent for 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 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'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's expense during construction of the improvement.
- C.5. Prior to the issuance of a Mutual Consent for Manor Alternations, the Member shall request a Broadband infrastructure inspection to assure that Mutual property is appropriately identified in order to be addressed during construction.

D. <u>Requirements for Final Inspection by Manor Alterations:</u>

- D.1. Prior to Final Inspection by Manor Alterations, a scanned copy of the City-Approved and Stamped plan set shall be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict the work as completed and approved by the City, including all structural and architectural modifications.
- D.2. Prior to Final Inspection by Manor Alterations, all altered exterior surfaces should match the Building texture and color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or existing body color of the building; the approved colors and materials are available at Resident Services, located at the Community Center first floor.

General Conditions:

G. General Conditions

- G.1. No improvement shall be installed, constructed, modified or altered at 5309 Cantante, ("Property") within the Third Laguna Hills Mutual ("Mutual") without an approved Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member or Members ("Member") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration of the approval.
- G.2. Member hereby consents to and grants to the Mutual and the Maintenance and Construction Department, and their representatives, a right of entry upon the Property, with reasonable notice, to inspect the permitted improvements, and for their representatives and contractors to remedy any violation upon the Property, including, but not limited to, unauthorized disturbance of regulated materials, removing trash from common areas, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval. Any remedial work performed on

behalf of the manor owner as a result of violations to Mutual policy and/or regulatory violations will be processed as a chargeable service.

- G.3. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 5309 Cantante and all future Mutual Members at 5309 Canante.
- G.4. Member shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, damage to Mutual property, and use of Mutual property for storage of equipment or materials without prior approval. Member acknowledges and agrees that all such persons are his/her invitees. Member shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations.
- G.5. Member shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment or other charge levied in connection therewith.
- G.6. Member is responsible for following the gate clearance process (http://www.lagunawoodsvillage.com/residents/resident-services and click on documents and Business Pass Application Instructions) in place to admit contractors and other invitees.
- G.7. Member's contractors and other invitees shall have business signage on vehicles and travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
- G.8. 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.
- G.9. Must obtain an approved Mutual Consent application within 180days or 6 months of the variance approval before it is expired.

- G.10. 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 Common Area Exclusive Use 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.
- G.11. A City of Laguna Woods permit may be 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 City of Laguna Woods permit an applicant must present the approprite Mutual Consent issued by Manor Alterations to the City. Please complete this step with Manor Alterations prior to submitting an application to the City. Once the City issues a Building Permit, you must submit a copy of the permit with the permit number to Manor Alterations. 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.
- G.12. Prior to the issuance of a Mutual Consent for Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
- G.13. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards, Policies and Guidelines. See http://www.lagunawoodsvillage.com.
- G.14. 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.
- G.15. During construction, both the Mutual Consent for Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
- G.16. 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.

- G.17. 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.
- G.18. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
- G.19. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
- G.20. The Mutual Consent for Alterations expires six months after the date of Notice of Approval issued by Manor Alterations, 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.
- G.21. Violations of the forgoing conditions or the Mutual's Governing Documents (See http://www.lagunawoodsvillage.com), including, but not limited to, unpaid assessments, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
- G.22. Member shall indemnify, defend and hold harmless Third Laguna Hills Mutual 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 Member's improvements and installation, construction, design and maintenance of same.

ATTACHMENT 6 DRAFT RESOLUTION



RESOLUTION 03-24-XX

Variance Request

WHEREAS, Member located at 5309 Cantante, a Villa Paraisa style manor, requests Architectural Control and Standards Committee approval of a variance to extend bedroom into private garden, extend living room and kitchen into rear exclusive use Common Area, and install pavers on side and rear Common Area; and

WHEREAS, a Neighborhood Awareness Notice was sent to Members of affected units notifying them that an application to make an alteration to a neighboring unit had been made and that comments or objections could be made in writing to the Architectural Control and Standards Committee or in person at the Architectural Control and Standards Committee Meeting on November 08, 2024; and

WHEREAS, the Architectural Control and Standards Committee reviewed the variance and moved for approval of the variance to extend bedroom into private garden, extend living room and kitchen into rear exclusive use Common Area, and install pavers on side and rear Common Area;

NOW THEREFORE BE IT RESOLVED, on November 19, 2024, the Third Laguna Hills Mutual Board hereby approves the request to extend bedroom into private garden, extend living room and kitchen into rear exclusive use Common Area, and install pavers on side and rear Common Area; and

RESOLVED FURTHER, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 5309 Cantante and all future Mutual Members at 5309 Cantante; 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.

Manor 3217-D

	Attachment 1 Application Form	MANOR # <u>3217-</u> D				
Laguna Woods Village						
Variance Request Form sa						
Model: Plan El Doble EL DO		Date: 08/17/2024				
Member Name:	Signature					
Phone:	E-mail·					
Contractor Name/Co: CSK CONSTRUCTION	Phone: (714) 349-9103	E-mail: paulk9273@gmail.com				
Mailing Address: (to be used for official correspondence) 11226 Tigrina Ave, Whittier, CA 900	603					
Description of Proposed Variance Requ	lest ONLY:					
Extend back wall of Living Room flush with existing side walls. Wall requesting Variance is not visible by any neighbors and will not pass the						
perimeter of existing structure. Roofline will remain untouched.						
Dimensions of Drensond Variance Alter						
Dimensions of Proposed Variance Alter 13'-1" Wide by 2'-0" Deep. Support beam for variance wa		firmed with city there is no part of this variance that				
need engineering or a stamp. Please review attached as						
Thee engineering of a stamp. Flease review attached as	-builts.					
FOR OFFICE USE ONLY						
RECEIVED BY:DATE REC	CEIVED:Ch	eck#BY:				
Alteration Variance Request	Complete Submitta	nl Cut Off Date:				
Check Items Received:	Meetings Scheduled:					
□ Drawing of Existing Floor Plan	Third AC&S Committee	(TACSC):				
Drawing of Proposed Variance		e:				
Dimensions of Proposed Variance						
Before and After Pictures						
□ Other:	□ Denied	□ Approved				
	□ Tabled	□Other				

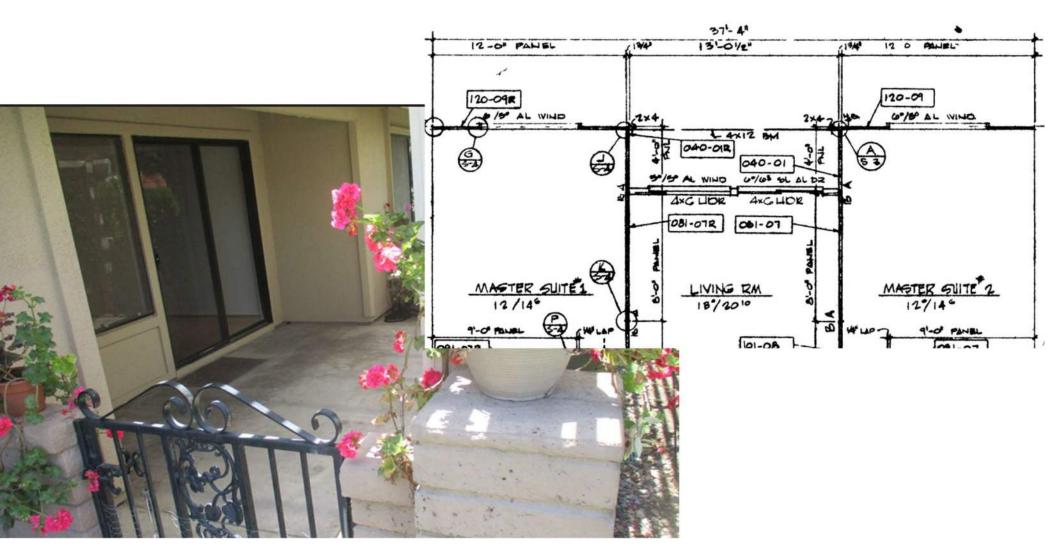
Agenda lieh #9b Page 1 of 19

GUIDELINES FOR SUBMITTALS FOR VARIANCE REQUESTS

- 1. Variance Requests are submitted to obtain approval for a variance to construct a nonstandard alteration, that which is different from the Mutual's Alteration Standards and/or Standard Plans. Variance Requests are submitted to the Alterations Department for consideration by the Mutual's Architectural Control Standards Committee (ACSC) and the Board. A **\$150.00** (nonrefundable) variance fee will be paid by credit card.
- 2. The submitted proposal for a Variance Request must be legible, clear and concise and should not require assumptions on the part of the reviewing agent.
- 3. The Variance Request Form must submitted **30 days** prior to the Committee meeting and include **11x17** conceptual drawings, or plans, of the proposed alteration.
- 4. The plans must represent a true replication of both the **existing floor plan and proposed floor plan** modifications, scope of work, inclusive of specific dimensional details of each. The plans must identify the precise location of the proposed alteration *and* any related alterations/installations. For example, if the proposal is for a room expansion, the re- location of doors, if necessary, should be identified.
- 5. Where a Variance Request is for an alteration that is visible from the outside of a manor (room expansion, window installation, door re-location, etc.), an **exterior elevation** must be submitted, inclusive of the alteration's proposed roofline.
- 6. All plans must be site specific and original. Plans submitted for another manor for a similar requested alteration would not be considered.
- 7. Do not change or alter standard plans; if an alteration will differ slightly from a standard plan, provide written documentation with a new manor plan indicating how the proposed alteration would vary from the standard plan.
- 8. The Manor Alterations Department must be informed in writing of any deviations from an approved alteration that is being performed, prior to making any field changes. Any deviations from an approved plan must be approved by the Manor Alterations Department before it is made on the manor. Deviations from approved plans may require Board approval of an additional variance, thus a waiting period may result.



3217-D Extend Living Room existing





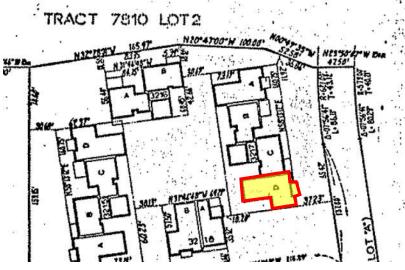
3217-D Extend Living Room



ATTACHMENT 3 AERIAL

3217-D

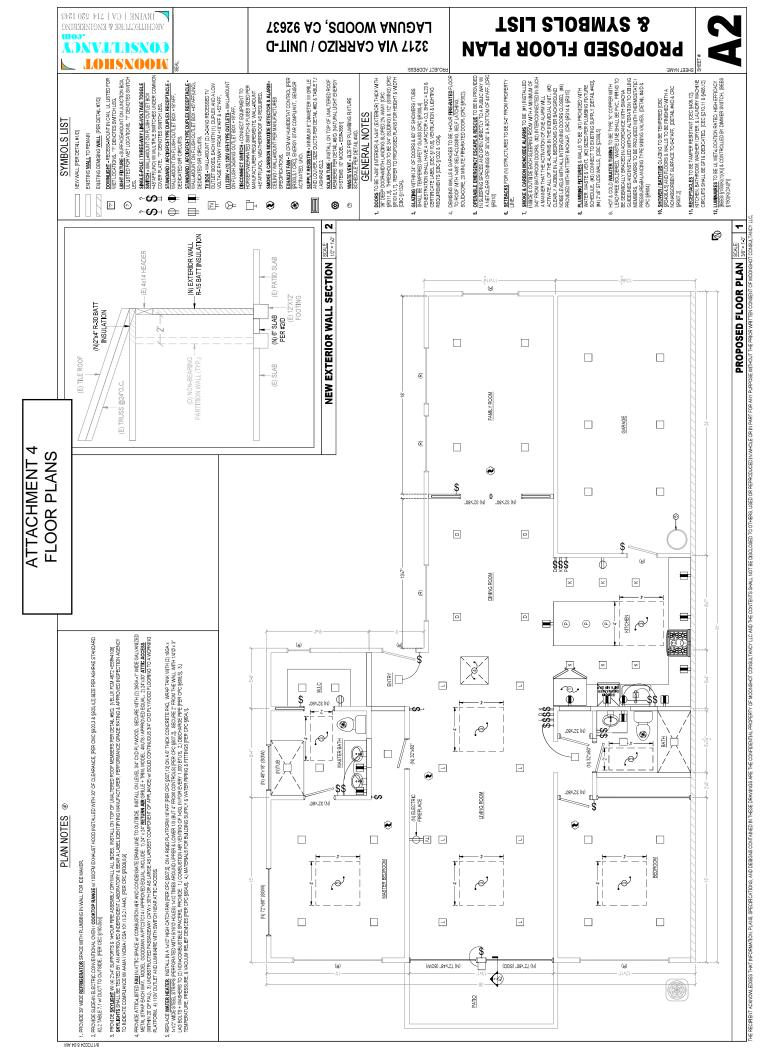


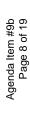


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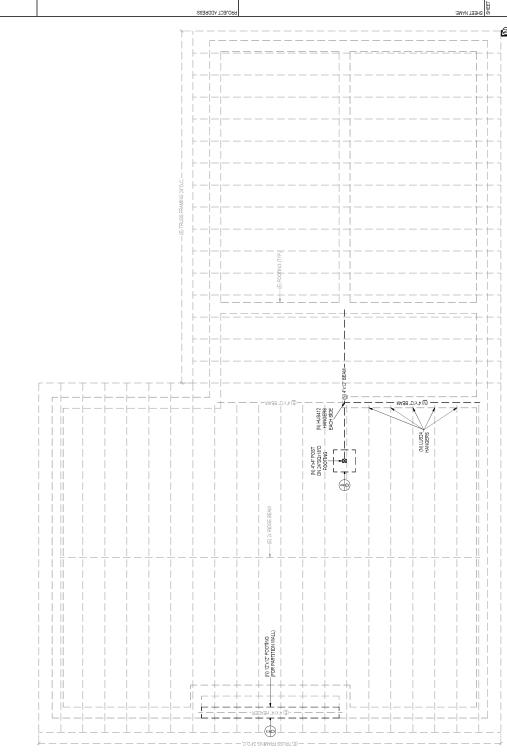
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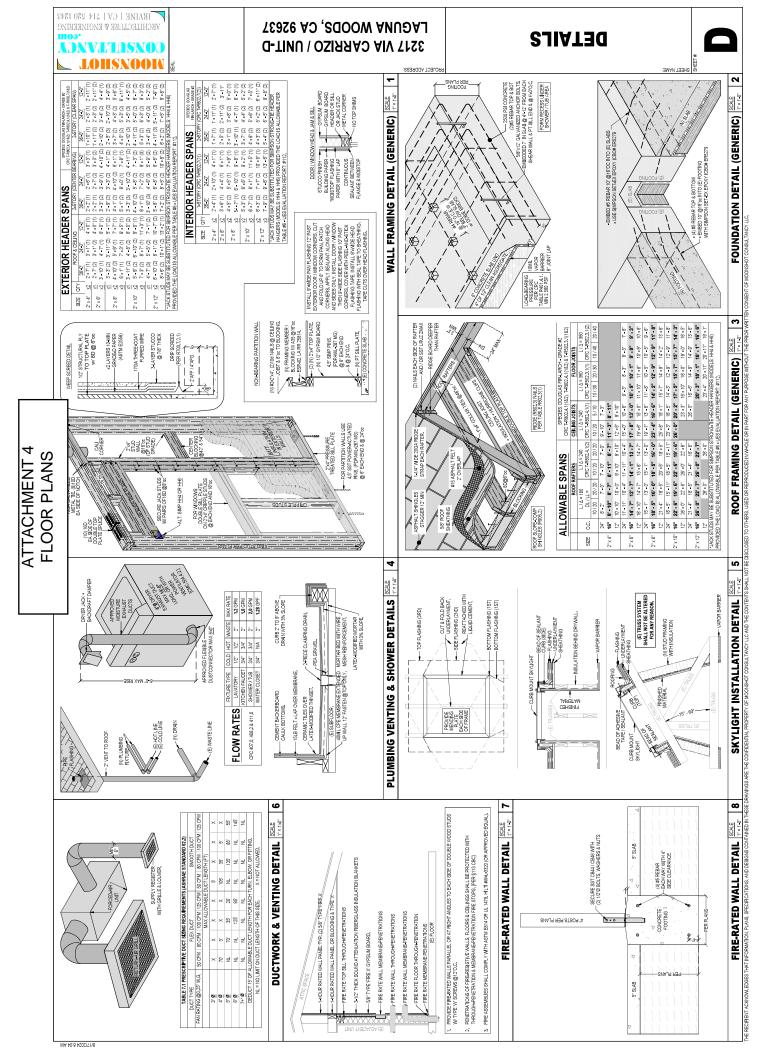
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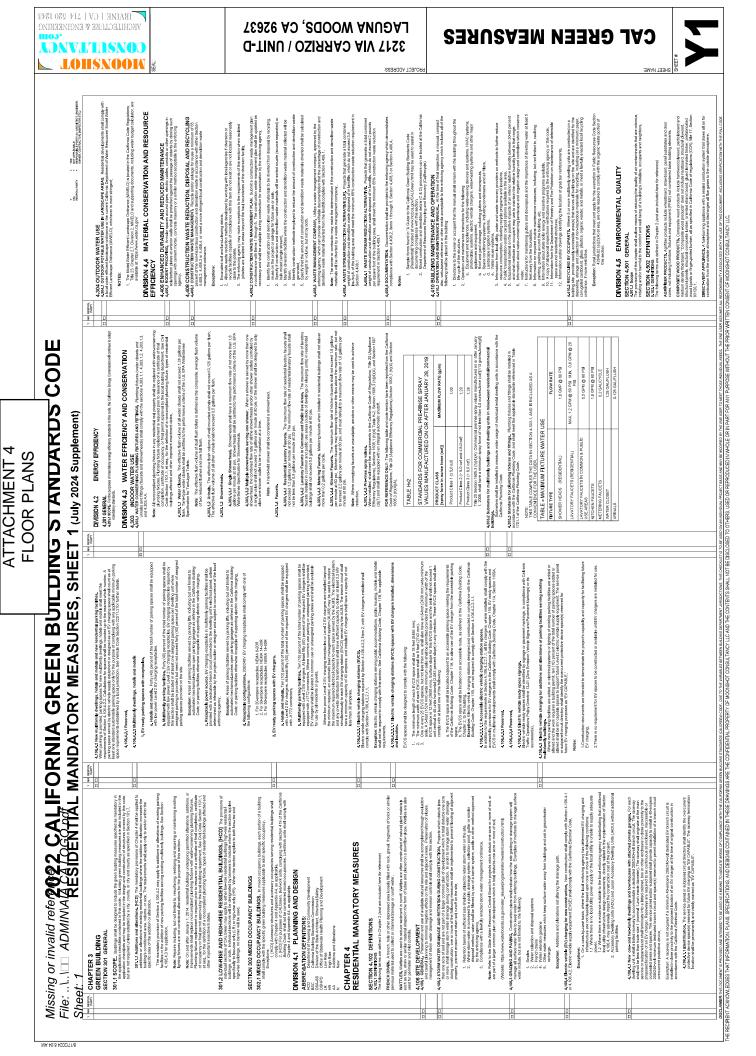
ATTACHMENT 4 FLOOR PLANS

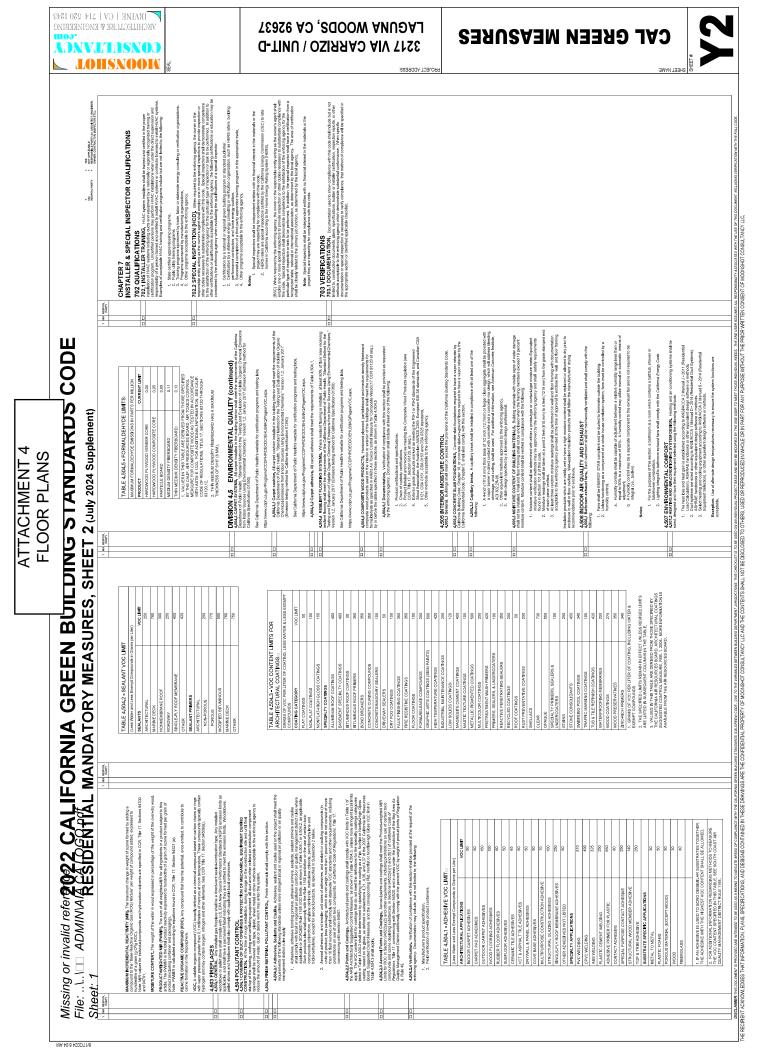


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CONDITIONS OF APPROVAL

Manor: 3217-D

Variance Description: Extend Living Room Flush with Adjacent Walls

A Variance for Alterations has been granted at the above manor, subject to the attached plans stamped approved and is subject to a final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or disciplinary action taken against the Member.

Manor-Specific Conditions:

A. <u>General Comments:</u>

- A.1. Due to this approval involving the use of Exclusive Use Common Area, the member shall provide to Manor Alterations a copy of the Grant Deed and Legal Description for the unit, prior to application for Mutual Consent for Demolition and Alteration, for use in preparation of the "Common Area Use Agreement" as mentioned in Section G General Conditions.
- A.2. This approval does not change the number of bedrooms or the original maximum occupants permitted in the Unit.
- A.3. The Member shall provide plans, specifications, and calculations from a duly licensed architect or structural engineer to conform to the Building Code for all foundation, framing, and beam additions for the work of this variance.
- A.4. A City of Laguna Woods Building Permit will be required and provided to Manor Alterations to verify all code requirements for new or modified structural components, and shoring have been satisfied.

B. Materials and Methods:

- B.1. Any piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations through framing.
- B.2. Pavers installation must be installed per Standard 21

- C. <u>Requirements for Mutual Consent for Alterations:</u>
 - C.1. Prior to the Issuance of a Mutual Consent for Alterations, a complete set of unit specific plans, specifications and calculations 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.
 - C.2. Prior to the Issuance of a Mutual Consent for Alterations, the Member must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed. The inspection will be a chargeable service to the Member. Inspection appointments are to be made with Resident Services, by authorized persons only. Findings from the video inspection will be recorded on the chargeable service ticket for Alterations staff to review.
 - C.3. Prior to the Issuance of a Mutual Consent for Alternations, if required, the Member shall verify with Plumbing if the manor plumbing has been treated with an ePIPE Epoxy Barrier, to assure that Mutual property is appropriately addressed during construction. Any repair or connection to the epoxy coated pipe should be performed in such a manner that the repair or the remodel of the existing system does not damage the epoxy barrier. Before repairing or remodeling any ACE Duraflo epoxy barrier, call 800-359-6369 to ensure the proper technique is used for the specific repair or remodel.
 - C.4. Prior to the issuance of a Mutual Consent for 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 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'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's expense during construction of the improvement.
 - C.5. Prior to the issuance of a Mutual Consent for Manor Alternations, the Member shall request a Broadband infrastructure inspection to assure that Mutual property is appropriately identified in order to be addressed during construction.

D. <u>Requirements for Final Inspection by Manor Alterations:</u>

- D.1. Prior to Final Inspection by Manor Alterations, a scanned copy of the City-Approved and Stamped plan set shall be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict the work as completed and approved by the City, including all structural and architectural modifications.
- D.2. Prior to Final Inspection by Manor Alterations, all altered exterior surfaces should match the Building texture and color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or existing body color of the building; the approved colors and materials are available at Resident Services, located at the Community Center first floor.

General Conditions:

G. General Conditions

- G.1. No improvement shall be installed, constructed, modified or altered at 3217-D Via Carrizo, ("Property") within the Third Laguna Hills Mutual ("Mutual") without an approved Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member or Members ("Member") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration of the approval.
- G.2. Member hereby consents to and grants to the Mutual and the Maintenance and Construction Department, and their representatives, a right of entry upon the Property, with reasonable notice, to inspect the permitted improvements, and for their representatives and contractors to remedy any violation upon the Property, including, but not limited to, unauthorized disturbance of regulated materials, removing trash from common areas, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval. Any remedial work performed on

behalf of the manor owner as a result of violations to Mutual policy and/or regulatory violations will be processed as a chargeable service.

- G.3. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 3217-D and all future Mutual Members at 3217-D.
- G.4. Member shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, damage to Mutual property, and use of Mutual property for storage of equipment or materials without prior approval. Member acknowledges and agrees that all such persons are his/her invitees. Member shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations.
- G.5. Member shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment or other charge levied in connection therewith.
- G.6. Member is responsible for following the gate clearance process (http://www.lagunawoodsvillage.com/residents/resident-services and click on documents and Business Pass Application Instructions) in place to admit contractors and other invitees.
- G.7. Member's contractors and other invitees shall have business signage on vehicles and travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
- G.8. 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.
- G.9. Must obtain an approved Mutual Consent application within 180days or 6 months of the variance approval before it is expired.

- G.10. 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 Common Area Agreement" for a proposed improvement that would utilize any portion of the Exclusive Use Common Area. Prior to the issuance of a Mutual Consent for Manor Alterations, that "Recordable Common Area Use Agreement" must be filed with the Orange County Clerk/Recorder.
- G.11. A City of Laguna Woods permit may be 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 City of Laguna Woods permit an applicant must present the approprite Mutual Consent issued by Manor Alterations to the City. Please complete this step with Manor Alterations prior to submitting an application to the City. Once the City issues a Building Permit, you must submit a copy of the permit with the permit number to Manor Alterations. 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.
- G.12. Prior to the issuance of a Mutual Consent for Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
- G.13. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards, Policies and Guidelines. See http://www.lagunawoodsvillage.com.
- G.14. 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.
- G.15. During construction, both the Mutual Consent for Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
- G.16. 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.

- G.17. 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.
- G.18. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
- G.19. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
- G.20. The Mutual Consent for Alterations expires six months after the date of Notice of Approval issued by Manor Alterations, 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.
- G.21. Violations of the forgoing conditions or the Mutual's Governing Documents (See http://www.lagunawoodsvillage.com), including, but not limited to, unpaid assessments, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
- G.22. Member shall indemnify, defend and hold harmless Third Laguna Hills Mutual 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 Member's improvements and installation, construction, design and maintenance of same.

ATTACHMENT 6 DRAFT RESOLUTION



RESOLUTION 03-24-XX

Variance Request

WHEREAS, Member located at 3217-D Via Carrizo, a El Doble style manor, requests Architectural Control and Standards Committee approval of a variance to extend living room flush with adjacent walls; and

WHEREAS, a Neighborhood Awareness Notice was sent to Members of affected units notifying them that an application to make an alteration to a neighboring unit had been made and that comments or objections could be made in writing to the Architectural Control and Standards Committee or in person at the Architectural Control and Standards Committee Meeting on November 08, 2024; and

WHEREAS, the Architectural Control and Standards Committee reviewed the variance and moved for approval of the variance to extend living room flush with adjacent walls;

NOW THEREFORE BE IT RESOLVED, on November 19, 2024, the Third Laguna Hills Mutual Board hereby approves the request to extend living room flush with adjacent walls; and

RESOLVED FURTHER, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 3217-D Via Carrizo and all future Mutual Members at 3217-D Via Carrizo; 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.

Manor 5515-3C

ECEIVE Laguna Woods Village.	Attachment 1 Application Form	MANOR # <u>5</u> □ ULWM	<u>515-3</u> С хі тінм								
By C/M/ Varian	ce Request Form	SA									
Model: El Mirodor Plan:		Date: 10/09	24								
Member Name:	Signature	/ P									
Phone:	E-mail:										
West Coast Remodeling Experts, Inc -	hone: (14-293-0393	E-mail: Kay@WCrexpe	rts. com								
Owner Mailing Address: (to be used for official correspondence) 3104 Via Se	rena South #B										
Description of Proposed Variance Requ	est ONLY:										
Lower two existing window		ith neighbor 1	5515-3B)								
Dimensions of Proposed Variance Alter Existing W96"xH36" to W	14 11 1	to \$040)									
FC	OR OFFICE USE ONLY										
RECEIVED BY:DATE REC	EIVED:Check	;#BY:									
Alteration Variance Request	Complete Submittal C	Cut Off Date:									
Check Items Received:	Meetings Scheduled:										
Drawing of Existing Floor Plan	Third AC&S Committee (TA	CSC):									
 Drawing of Proposed Variance Dimensions of Proposed Variance 	United M&C Committee:										
Before and After Pictures	Board Meeting:										
□ Other:	□ Denied □ A	Approved									
	□ Tabled □ O	ther									

Attachment 1 Application Form

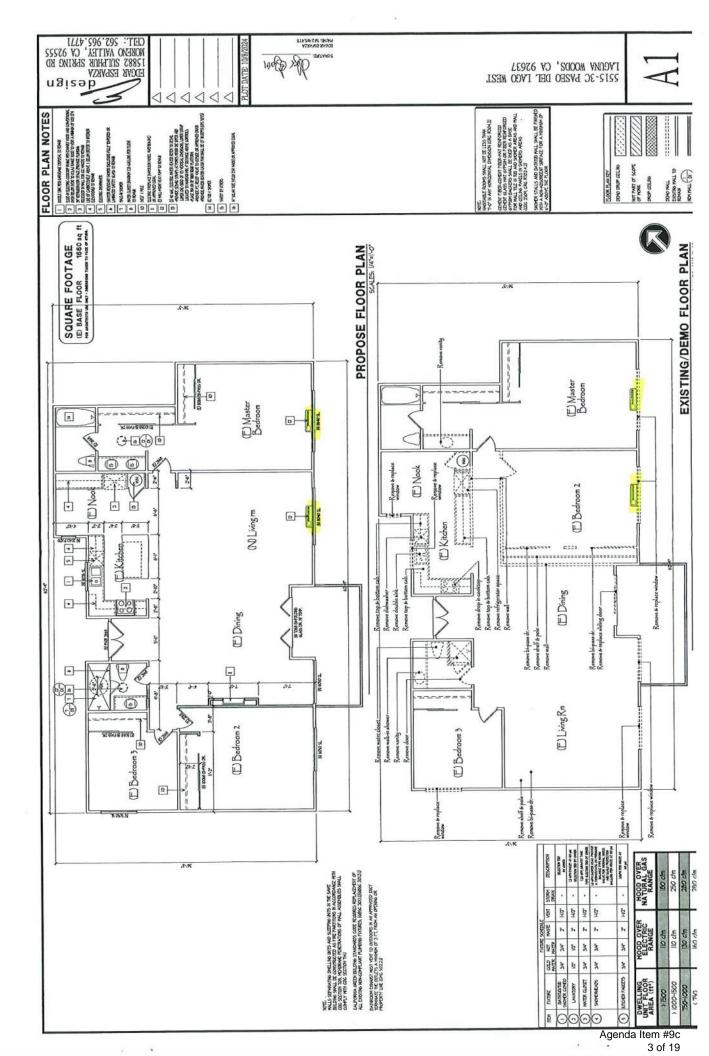
GUIDELINES FOR SUBMITTALS FOR VARIANCE REQUESTS

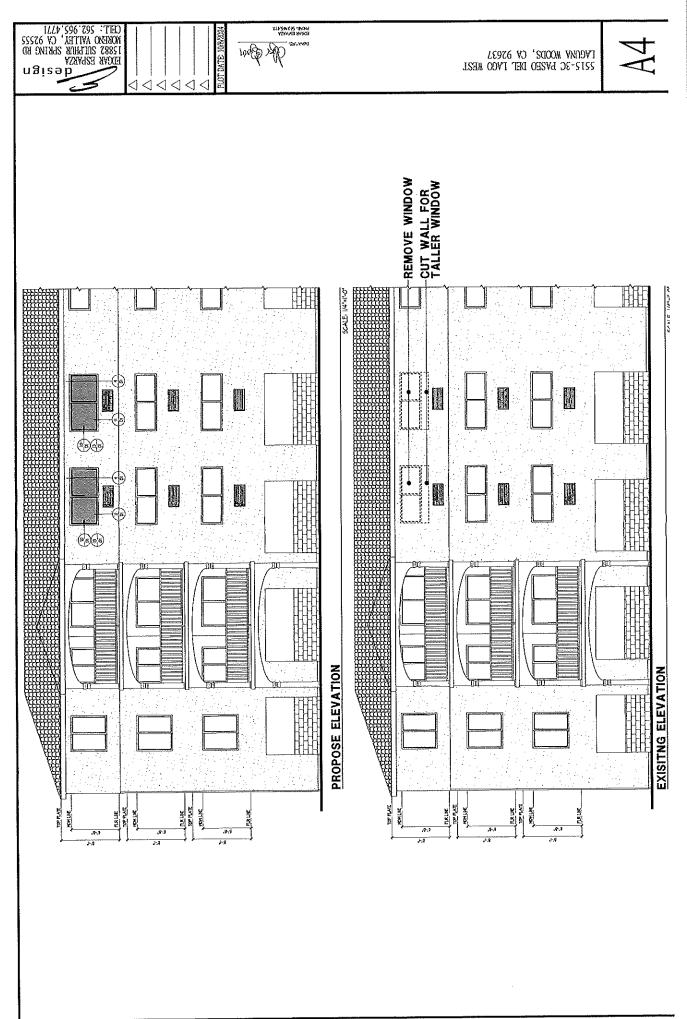
- Variance Requests are submitted to obtain approval for a variance to construct a nonstandard alteration, that which is different from the Mutual's Alteration Standards and/or Standard Plans. Variance Requests are submitted to the Alterations Department for consideration by the Mutual's Maintenance and Construction (M&C) Committee, and the Board. A \$150.00 variance fee will be collected via credit card payment over phone once a completed submittal is received.
- 2. The submitted proposal for a Variance Request must be legible, clear and concise and should not require assumptions on the part of the reviewing agent.
- 3. The Variance Request Form must submitted **30 days** prior to the Committee meeting and include **11x17** conceptual drawings, or plans, of the proposed alteration.
- 4. The plans must represent a true replication of both the **existing floor plan and proposed floor plan** modifications, scope of work, inclusive of specific dimensional details of each. The plans must identify the precise location of the proposed alteration *and* any related alterations/installations. For example, if the proposal is for a room expansion, the relocation of doors, if necessary, should be identified.
- 5. Where a Variance Request is for an alteration that is visible from the outside of a manor (room expansion, window installation, door re-location, etc.), an **exterior elevation** must be submitted, inclusive of the alteration's proposed roofline.
- 6. All plans must be site specific and original. Plans submitted for another manor for a similar requested alteration would not be considered.
- 7. Do not change or alter standard plans; if an alteration will differ slightly from a standard plan, provide written documentation with a new manor plan indicating how the proposed alteration would vary from the standard plan.
- 8. The Manor Alterations Department must be informed in writing of any deviations from an approved alteration that is being performed, prior to making any field changes. Any deviations from an approved plan must be approved by the Manor Alterations Department before it is made on the manor. Deviations from approved plans may require Board approval of an additional variance, thus a waiting period may result.

Variances Contact:

Laguna Woods Village*

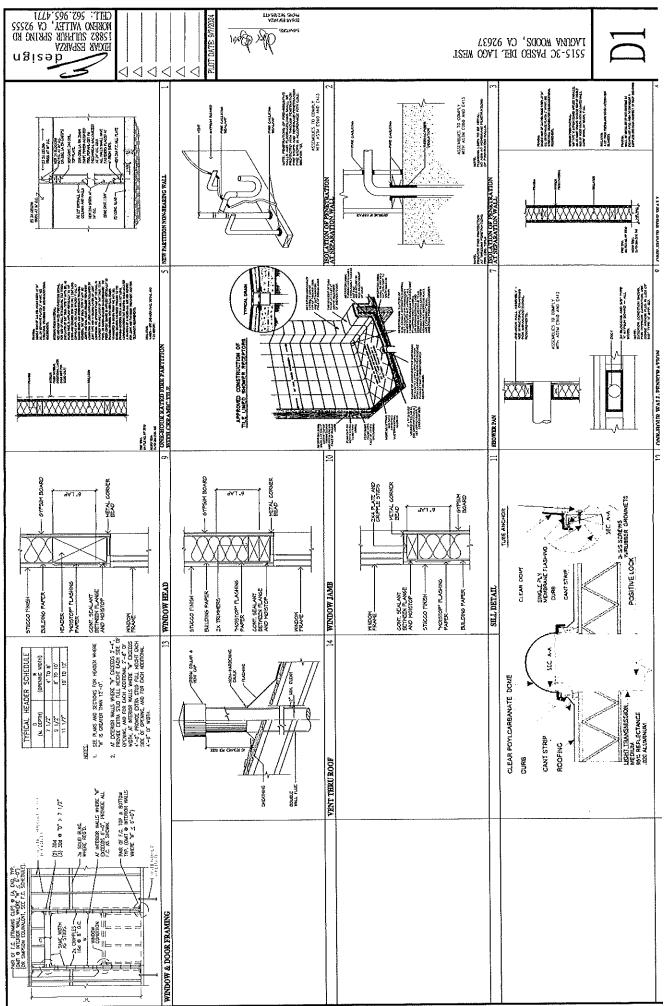
alterationvariances@vmsinc.org



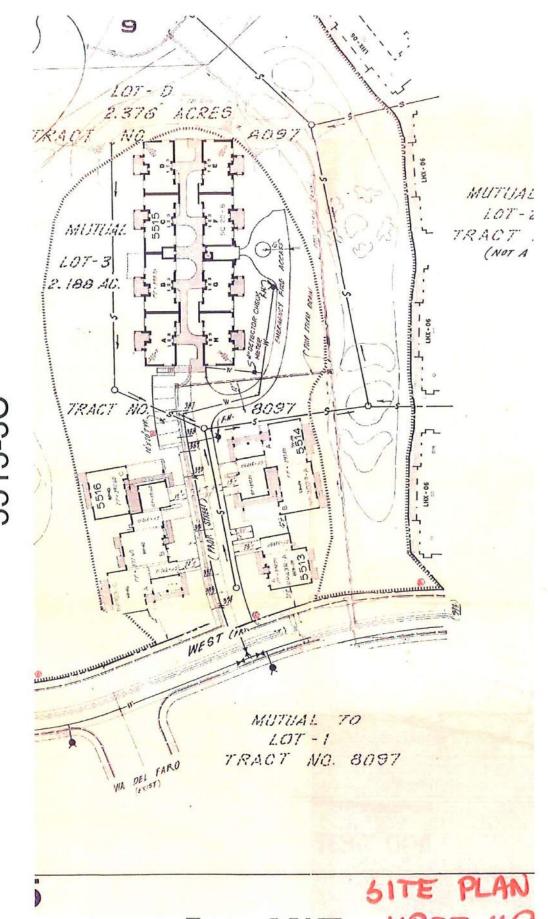


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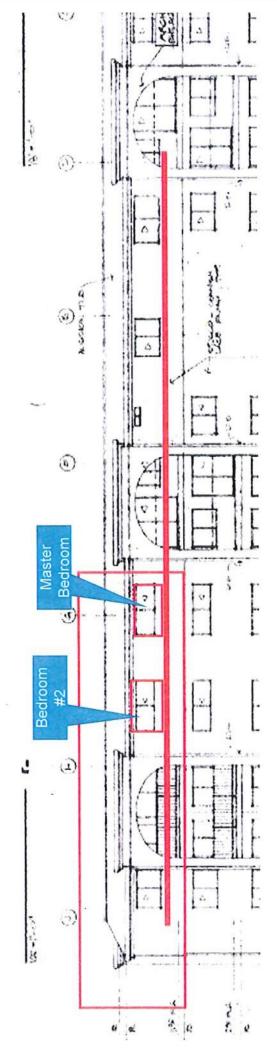


Agenda Item #9c 5 of 19

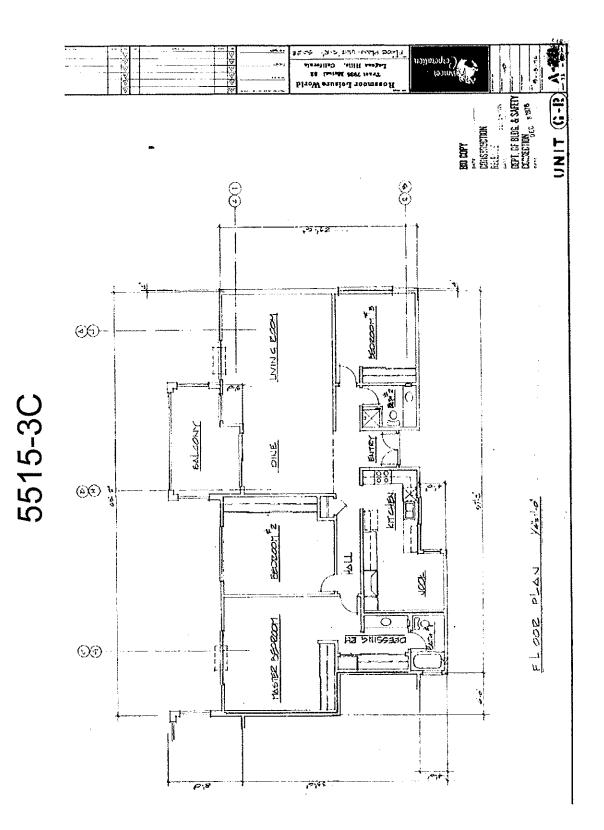


5515-3C

Agenda Item #9c 6 of 19 5515-3C Increase window height of 3C from 36[°] to 48[°] to match B3

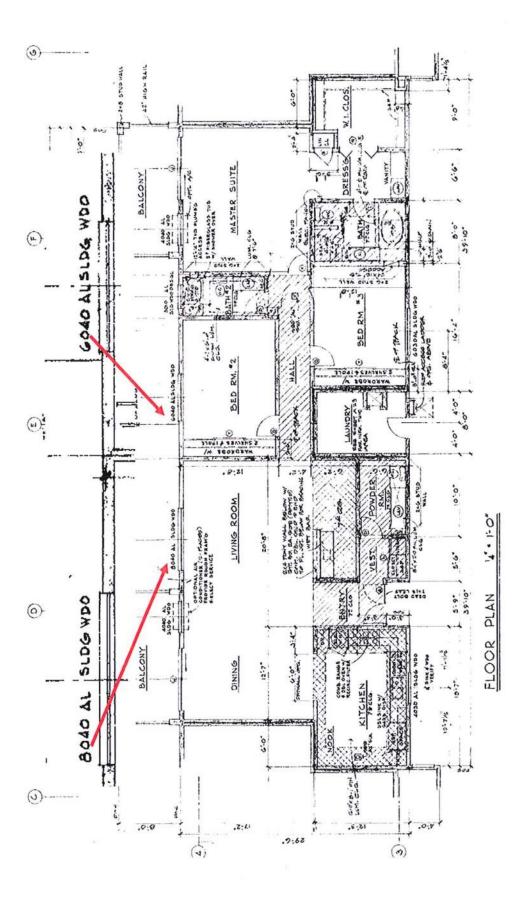


Agenda Item #9c 7 of 19



Agenda Item #9c 8 of 19





ATTACHMENT 2 PHOTOS

5515-3C Existing



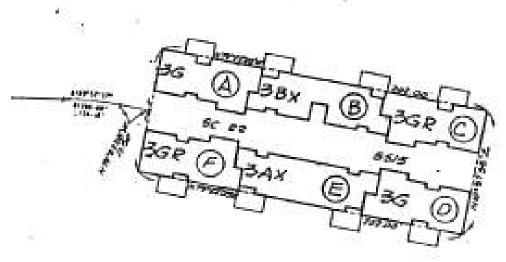
ATTACHMENT 2 PHOTOS

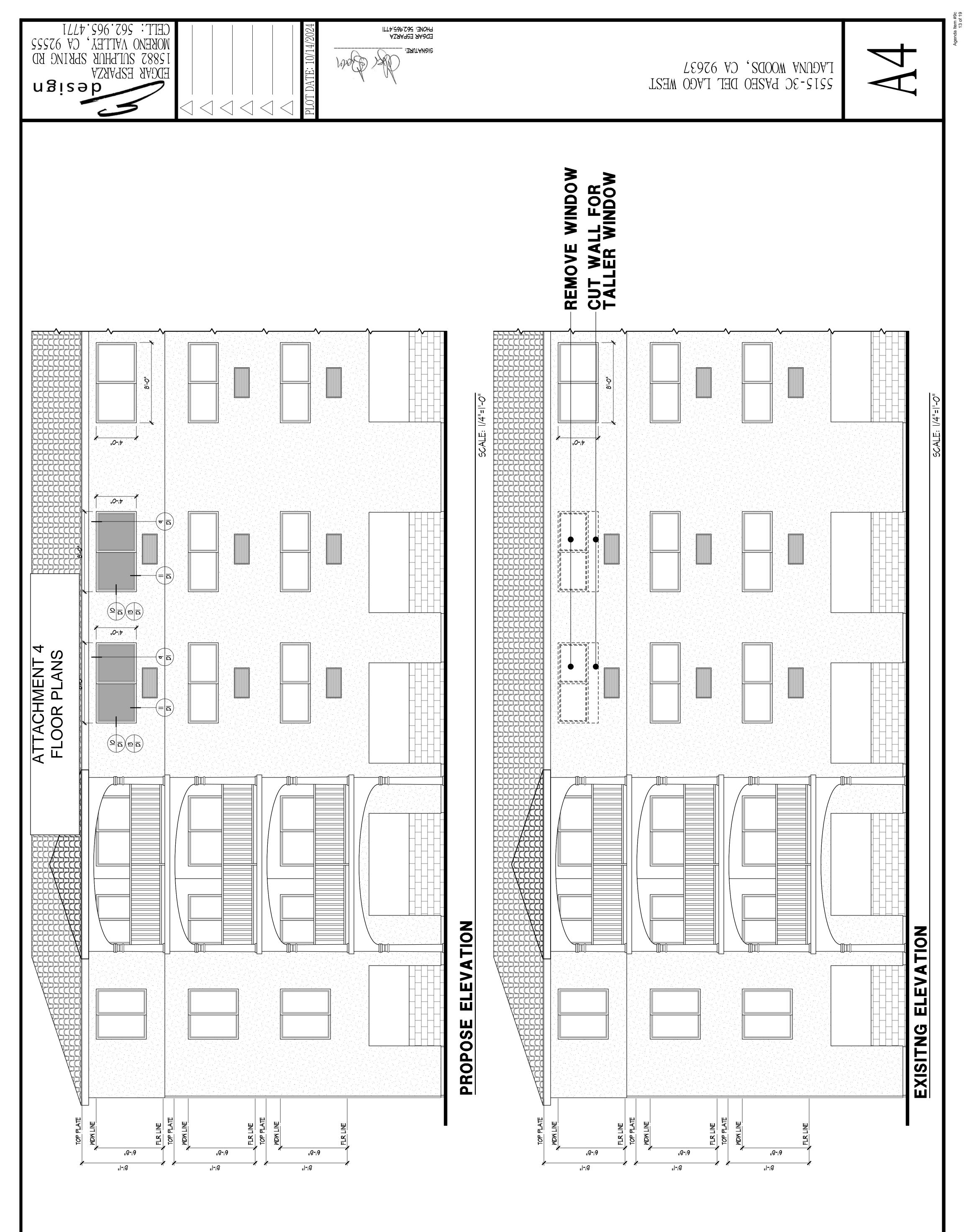
5515-3C Proposed



ATTACHMENT 3 AERIAL









CONDITIONS OF APPROVAL

Manor: 5515-3C

Variance Description: Change Window Size to Match Adjacent Unit

A Variance for Alterations has been granted at the above manor, subject to the attached plans stamped approved and is subject to a final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or disciplinary action taken against the Member.

Manor-Specific Conditions:

A. <u>General Comments:</u>

- A.1. This approval does not change the number of bedrooms or the original maximum occupants permitted in the Unit.
- A.2. The Member shall provide plans, specifications, and calculations from a duly licensed architect or structural engineer to conform to the Building Code for all foundation, framing, and beam additions for the work of this variance.
- A.3. A City of Laguna Woods Building Permit will be required and provided to Manor Alterations to verify all code requirements for new or modified structural components, and shoring have been satisfied.

B. Materials and Methods:

- B.1. Any piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations through framing.
- C. <u>Requirements for Mutual Consent for Alterations:</u>
 - C.1. Prior to the Issuance of a Mutual Consent for Alterations, a complete set of unit specific plans, specifications and calculations 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.
 - C.2. Prior to the Issuance of a Mutual Consent for Alterations, the Member must have conducted an inspection of the waste lines, by a VMS Plumber, to assure

no repairs are needed. The inspection will be a chargeable service to the Member. Inspection appointments are to be made with Resident Services, by authorized persons only. Findings from the video inspection will be recorded on the chargeable service ticket for Alterations staff to review.

- C.3. Prior to the Issuance of a Mutual Consent for Alternations, if required, the Member shall verify with Plumbing if the manor plumbing has been treated with an ePIPE Epoxy Barrier, to assure that Mutual property is appropriately addressed during construction. Any repair or connection to the epoxy coated pipe should be performed in such a manner that the repair or the remodel of the existing system does not damage the epoxy barrier. Before repairing or remodeling any ACE Duraflo epoxy barrier, call 800-359-6369 to ensure the proper technique is used for the specific repair or remodel.
- C.4. Prior to the issuance of a Mutual Consent for Manor Alternations, the Member shall request a Broadband infrastructure inspection to assure that Mutual property is appropriately identified in order to be addressed during construction.

D. Requirements for Final Inspection by Manor Alterations:

- D.1. Prior to Final Inspection by Manor Alterations, a scanned copy of the City-Approved and Stamped plan set shall be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict the work as completed and approved by the City, including all structural and architectural modifications.
- D.2. Prior to Final Inspection by Manor Alterations, all altered exterior surfaces should match the Building texture and color. Approved colors and materials are available at Resident Services, located at the Community Center first floor.

General Conditions:

G. General Conditions

G.1. No improvement shall be installed, constructed, modified or altered at 5515-3CEnter Manor Address., ("Property") within the Third Laguna Hills Mutual ("Mutual") without an approved Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member or Members ("Member") 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.

- G.2. Member hereby consents to and grants to the Mutual and the Maintenance and Construction Department, and their representatives, a right of entry upon the Property, with reasonable notice, to inspect the permitted improvements, and for their representatives and contractors to remedy any violation upon the Property, including, but not limited to, unauthorized disturbance of regulated materials, removing trash from common areas, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval. Any remedial work performed on behalf of the manor owner as a result of violations to Mutual policy and/or regulatory violations will be processed as a chargeable service.
- G.3. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 5515-3C and all future Mutual Members at 5515-3C.
- G.4. Member shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, damage to Mutual property, and use of Mutual property for storage of equipment or materials without prior approval. Member acknowledges and agrees that all such persons are his/her invitees. Member shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations.
- G.5. Member shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment or other charge levied in connection therewith.
- G.6. Member is responsible for following the gate clearance process (http://www.lagunawoodsvillage.com/residents/resident-services and click on documents and Business Pass Application Instructions) in place to admit contractors and other invitees.

- G.7. Member's contractors and other invitees shall have business signage on vehicles and travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
- G.8. 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.
- G.9. Must obtain an approved Mutual Consent application within 180 days or 6 months of the variance approval before it is expired.
- G.10. A City of Laguna Woods permit may be 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 City of Laguna Woods permit an applicant must present the approprite Mutual Consent issued by Manor Alterations to the City. Please complete this step with Manor Alterations prior to submitting an application to the City. Once the City issues a Building Permit, you must submit a copy of the permit with the permit number to Manor Alterations. 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.
- G.11. Prior to the issuance of a Mutual Consent for Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
- G.12. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards, Policies and Guidelines. See http://www.lagunawoodsvillage.com.
- G.13. 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.

- G.14. During construction, both the Mutual Consent for Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
- G.15. 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.
- G.16. 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.
- G.17. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
- G.18. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
- G.19. The Mutual Consent for Alterations expires six months after the date of Notice of Approval issued by Manor Alterations, 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.
- G.20. Violations of the forgoing conditions or the Mutual's Governing Documents (See http://www.lagunawoodsvillage.com), including, but not limited to, unpaid assessments, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
- G.21. Member shall indemnify, defend and hold harmless Third Laguna Hills Mutual 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 Member's improvements and installation, construction, design and maintenance of same.

ATTACHMENT 6 DRAFT RESOLUTION



RESOLUTION 03-24-XX

Variance Request

WHEREAS, Member located at 5515-3C Paseo Del Lago West, a El Mirador style manor, requests Architectural Control and Standards Committee approval of a variance to change window size to match adjacent unit; and

WHEREAS, a Neighborhood Awareness Notice was sent to Members of affected units notifying them that an application to make an alteration to a neighboring unit had been made and that comments or objections could be made in writing to the Architectural Control and Standards Committee or in person at the Architectural Control and Standards Committee Meeting on November 08, 2024; and

WHEREAS, the Architectural Control and Standards Committee reviewed the variance and moved for approval of the variance to change window size to match adjacent unit;

NOW THEREFORE BE IT RESOLVED, on November 19, 2024, the Third Laguna Hills Mutual Board hereby approves the request to change window size to match adjacent unit; and

RESOLVED FURTHER, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 5515-3C Paseo Del Lago West and all future Mutual Members at 5515-3C Paseo Del Lago West; 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.



STAFF REPORT

DATE:November 8, 2024FOR:Architectural Control and Standards CommitteeSUBJECT:Revision to Standard 11A: Interior, Hard-Surface Flooring

RECOMMENDATION

Staff recommends that the Third Architectural Control and Standards Committee (ACSC) endorse the revised Standard 11A: Interior, Hard-Surface Flooring.

BACKGROUND

The ACSC initiated a review of the current Standard 11A: Interior, Hard-Surface Flooring (Attachment 1) and proposed revisions to the Standard intended to bring it up to current industry standards and improved designs. Standard 11A was last revised in December 2010, via Resolution 03-10-188 (Attachment 2).

DISCUSSION

A review of the challenges for flooring selections for manors located on Second and / or Third Floors centered on the sound transmission to the floor below. The proposed revisions / updates reflect: a.) an expanded allowance of flooring selections provided the selections conforms to the Standards guidelines. b.) updates to the terms and testing methods used to measure sound transmission. c.) an upgrade to the sound transmission requirements. d.) clarifications to the Interior Flooring Grievance Procedure and e.) a consolidation and simplifying of three existing documents into one.

FINANCIAL ANALYSIS

There is no financial impact to the Mutual for the recommended action.

Prepared By:	Alan Grimshaw, Manor Alterations Manager
Reviewed By:	Baltazar Mejia, Maintenance & Construction Assistant Director

ATTACHMENT(S)

- Attachment 1 Current Standard 11A: Interior, Hard-Surface Flooring/Interior Hard-Surface Flooring Policy
- Attachment 2 Current Resolution 03-10-188
- Attachment 3 Redlined Revised Standard 11A: Flooring for Second and Third Floor Manors
- Attachment 4 Final Draft Standard 11A: Flooring for Second and Third Floor Manors
- Attachment 5 Proposed Resolution 03-24-XX



STANDARD 11A: INTERIOR HARD-SURFACE FLOORING

Adopted July 20, 2010, RESOLUTION 03-10-97 Revised December 21, 2010, RESOLUTION 03-10-188

1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

2.0 APPLICATIONS

2.1 FIIC AND CC&R STANDARDS: All interior hard-surface flooring (including but not limited to new, different or replacement flooring) which is installed in a room within a second or third floor Condominium that is located above an area where there is no dropped ceiling immediately below, must at all times meet a field impact insulation class (FIIC) rating of 50 as defined in the American Society for Testing and Materials (ASTM) E 1007 standard, and the utilization of same by the occupants of the aforesaid Condominium must not cause any violation of Article III section 6 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions. FIIC testing on interior hard-surface flooring shall only be required pursuant to the procedures described in the Interior Hard-Surface Flooring Complaint Rules. Floor coverings such as area rugs, may be included to obtain the required FIIC 50 rating; provided that these coverings must be retained as a permanent part of the interior flooring and may be replaced only by other floor coverings that provide the required 50 FIIC rating.

2.2 OWNER RESPONSIBILITIES. The Owner(s) of a Condominium (including the Condominium Owner(s) on the date of the installation and all successor Owners) where interior hard-surface flooring subject to paragraph 2.1 has been installed shall be responsible for ensuring that the utilization of said flooring at all times meets a 50 FIIC rating, and for ensuring that said flooring does not cause any violation of Article III section 6 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions.



Interior Hard-Surface Flooring Policy

Resolution 03-10-188; Adopted December 21, 2010

WHEREAS, flooring is an integral sound attenuation element of the building where a floor is above another manor; and

WHEREAS, the installation of hard-surface flooring, which shall include, but not be limited to, wood, tile, slate, linoleum, bamboo, laminates, and stone, within a manor can result in unreasonable noise being transmitted into the manor immediately below, which noise can adversely affect said resident's quality of life; and

WHEREAS, the Mutual has received complaints that the installation and/or utilization of hard-surface flooring within certain manors has resulted in an obstruction or interference with the rights of persons in the manors located immediately below, has annoyed said persons by unreasonable noise, thereby creating or constituting a nuisance; and

WHEREAS, Article III, Section 6 of Third's Amended and Restated Declaration of Covenants, Conditions and Restrictions states that "no Owner or Resident shall permit or suffer anything to be done or kept within the Project which will obstruct or interfere with the rights of other persons in the Project or annoy them by unreasonable noises or otherwise, nor shall any Owner or Resident commit or permit any nuisance"; and

WHEREAS, Article IV, Section 1 of Third's Amended and Restated Declaration of Covenants, Conditions and Restrictions grants the Mutual the right and power to do all things which may be necessary, convenient or desirable for the management, operation and maintenance of the Project; and

WHEREAS, after conducting an investigation of certain of these complaints, which included consultation with an acoustical engineer and counsel, the Mutual has determined that Section 11A – Interior Hard-Surface Flooring should be added to the Third Laguna Hills Mutual Alteration Standards and should be adopted;

NOW THEREFORE BE IT RESOLVED, December 21, 2010, that Section 11A – Interior Hard-Surface Flooring is hereby revised and added to the Third Laguna Hills Mutual Alteration Standards, as attached hereto and to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution M3-96-28, adopted May 21, 1996 is hereby amended and Resolution 03-10-97 adopted July 20, 2010 is 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 this resolution as written.

RESOLUTION 03-10-188

WHEREAS, flooring is an integral sound attenuation element of the building where a floor is above another manor; and

WHEREAS, the installation of hard-surface flooring, which shall include, but not be limited to, wood, tile, slate, linoleum, bamboo, laminates, and stone, within a manor can result in unreasonable noise being transmitted into the manor immediately below, which noise can adversely affect said resident's quality of life; and

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WHEREAS, Article IV, Section 1 of Third's Amended and Restated Declaration of Covenants, Conditions and Restrictions grants the Mutual the right and power to do all things which may be necessary, convenient or desirable for the management, operation and maintenance of the Project; and

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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.



STANDARD 11A: INTERIOR HARD-SURFACE FLOORINGINTERIOR FLOORING FOR SECOND AND OR THIRD FLOOR MANORS

Adopted July 20,JULY 2010, RESOLUTION 03-10-97 Revised REVISED DECEMBER ecember 21, 2010, RESOLUTION 03-10-188 REVISED [DATE], RESOLUTION 03-24-XX

INTRODUCTION

Quiet Enjoyment. "Quiet enjoyment" for purposes of this standard, is the right of a member or tenant to enjoy his/her property in peace without interference. The provision in the Covenants, Conditions & Restrictions (CC&Rs), Article III, Section 6 defines "Quiet enjoyment" as follows:

<u>No Owner or Resident shall permit or suffer anything to be done or</u> <u>kept within the Project which will increase insurance rates on any Building</u> <u>or Contents – thereof, or which will obstruct or interfere with the right of other</u> <u>persons in the — Project or annoy them by unreasonable noises or</u> <u>otherwise, nor shall any Owner — or Resident commit or permit any</u> <u>nuisance or commit or permit any illegal act — within the Project. An Owner</u> <u>and each Resident shall comply with the — requirement of all</u> <u>governmental authorities. If by reason of any act of any — Owner</u> <u>insurance rates should be increased, the Owner shall be personally liable</u> <u>for the additional premium. (a)</u>

However, even though members have the right to quiet enjoyment of their property, that does not mean they have the right to a noise-free environment.

This standard establishes a threshold by which all noise issues directly above or below neighboring manors will be resolved.

BE ADVISED: There are significant financial costs incurred during the flooring Grievance Process.

1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

2.0 **DEFINITIONS**

- **2.1** Decibel (dB): a unit used to measure the intensity of a sound.
- 2.2 ASTM International: Originally called American Society for Testing and Materials now known as ASTM International. It is an international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems and services.
- 2.3 IIC: Impact Insulation Class is a number rating system (expressed in dB's) used to measure how well a floor or ceiling assembly can

absorb impact sound and isolate vibrations in a lab setting as measured by ASTM E 492. The higher the IIC the better the acoustic insulation.

- A. A floor/ceiling assembly consists of all the individual components i.e. finish floor, underlayment, subfloor, structural floor/ceiling framing members, insulation, ceiling sound tested as one cohesive unit.
- B. Note: Manufactures IIC ratings are only valid if the factory assemblies match the assembly conditions as found in the field.
- C. California Building Codes set IIC minimum standards at 50. (b)
- D. IIC ratings for higher end townhomes set the minimum dB levels at 65 70. (c)
- **2.4** Delta IIC (\triangle IIC): a rating that measures (expressed in dB's) how well an underlayment improves the impact sound isolation of a floor/ceiling assembly as measured in a lab setting by ASTM E 2179.
- 2.5 AIIC: Apparent Impact Insulation Class a unit of measurement (expressed in dB's) that determines the degree of soundproofing of the impact noise of a floor/ceiling assembly in a field setting (rather than in a laboratory) as measured by ASTM E 1007. The higher the AIIC the better the acoustic insulation. Note: Field testing results can run 3 – 5 dB lower than comparative lab testing results.

3.0 APPLICATIONS

- 3.1 For documentation purposes only, all new flooring installations will be registered with the Manor Alterations Division. A minimum mutual consent processing fee will be required. A registration form will consist of all material specifications, installation instructions and documented installation date provided by the flooring installer (owner-resident).
- 3.2 Kitchen and bathroom areas are exempt from new flooring guidelines.
- **3.3** All new flooring installations will be required to have an underlayment installed that meets a minimum Delta Δ IIC rating of 20 or higher.
- 3.4 If a field test is requested as a part of the Grievance Procedure, all new flooring installations will be required to meet an overall AIIC rating of 57 or higher (IIC of 60 or higher) when field tested.

4.0 INTERIOR FLOORING GRIEVANCE PROCEDURE

4.1 LIMITS: Liability extends to the owner or resident who purchases and installs new flooring for the interior of their second and third floor manor. Liability does not extend to any subsequent owners.

- **4.2 APPLICABILITY:** This Interior Flooring Grievance Procedure shall govern grievances by any owner or resident of a first or second floor condominium that the newly installed interior flooring in any area except the kitchen or bathrooms, in the condominium directly/ immediately above is considered a continued nuisance and/or a direct violation of Article III, Section 6 of the CC&R's as referenced in this Standard 11A: Interior Flooring for Second and Third Floor Manors.
- **4.3** WRITTEN GRIEVANCE: Any owner or resident who alleges that the flooring in the manor directly above them is in violation of section 4.2 applicability must:
 - <u>A. File a "Flooring Grievance Form" with the mutual through the Compliance Division.</u>
 - B. Complete the "Flooring Grievance Form" supplied by, and returned to the Compliance Division.
- **4.4 MEET & CONFER:** The mutual through the Compliance Division will prepare and deliver to both the owner or resident filing the "Flooring Grievance Form" and the owner or resident of the condominium against which the grievance has been lodged, a Grievance Resolution Package within 30 calendar days of receipt of a "Flooring Grievance Form". The Grievance Resolution Package will contain:
 - A. A copy of Standard 11A specifically for Section 4 Interior Flooring Grievance Procedure.
 - B. A written demand that as a required first step all affected parties meet and confer in person, in a good faith effort, to resolve the flooring grievance between themselves.
 - C. A Notice of Resolution form must be completed and returned to the Compliance Division within 30 days of receipt of the Grievance Resolution Package indicating 1) a resolution was reached or 2) a resolution was not reached.
 - D. Refusal of either party to comply with this process will result in a disciplinary hearing.
- 4.5 INVESTIGATION OF GRIEVANCE: If an agreement is reached, it will be noted by Compliance and the Grievance Process closed. If an agreement is not reached, within the next 30 days the mutual through the Compliance Division will:
 - A. Notify both parties that an acoustical test will be performed. Both parties will be required to confirm time and interior manor access for said testing.
 - B. Select and retain the services of a licensed acoustical engineer.
 - C. The engineer will perform testing in any area, except the kitchen or bathrooms, whichever area is the subject of complaint for compliance with the requirements as established in section 3.4 of Standard 11A.
 - D. The acoustic engineer will promptly submit to the mutual through the Compliance Division a copy of the written field- testing report which will include test results, findings, recommendations, and

opinions from the engineer. Copies of said report will immediately forwarded to the owners and residents of both parties.

- 4.6
 REIMBURSEMENT OF COSTS/BOARD DIRECTORS: As soon as reasonable, a hearing will be held with the mutual's board of directors. The board will undertake a final review of the field-testing report for compliance with Standard 11A.
 - A. If the field-testing report is found to be in compliance with the standard, the owners or residents filing the Flooring Grievance will be responsible for all direct and indirect costs associated with the Interior Flooring Grievance Procedure as described in Section 4 of this standard. The board at its sole discretion will determine how said costs are to be levied. A copy of the report is to be filled with the Compliance Division and the Manor Alterations Division.
 - B. If the field-testing report is found not to be in compliance with the standard the owners or residents who installed the flooring will be:
 - Responsible for all direct and indirect costs associated with the Interior Flooring Grievance Procedure as described in Section 4 of this standard. The board at its sole discretion will determine how said costs are to be levied.
 - 2. Responsible for modifying or replacing said flooring as needed to bring into compliance with Standard 11A.
 - 3. Responsible for an acoustic retest and all subsequent associated costs performed by the mutual's acoustic engineer.
 - 4. Responsible for retesting until said flooring becomes compliant.
 - 5. Once compliant, this installation will be exempt from any subsequent Interior Flooring Grievance Procedures. A copy of the report is to be filled with the Compliance Division and the Manor Alterations Division.
 - C. The board at its sole discretion reserves the right to modify the reimbursement of costs as deemed appropriate for each event.

5.0 SUPPLEMENTAL

5.1 REFERENCES

- <u>A. (a) Excerpts taken from Third Mutual Amended and Restated</u> <u>Declaration of Covenants, Conditions and Restrictions (CC&R's)</u> <u>as recorded May 10, 1988</u>
- B. (b) 2022 California Building Code, Title 24, Part 2, Chapter 12 Interior Environment, Section 1206, Sound Transmission.
- C. (c) BKL Acoustic Consultants Footstep and Impact Noise in Multi

Family Dwellings

<u>https://bkl.ca/features/footstep-impact-noise-in-multi-family-dwellings/</u>

D. For reference only: Davis-Stirling/Adam I Stirling: Guidelines – Hard-Surface Flooring Acoustics https://www.davis-stirling.com/HOME/H/Hardwood-Flooring-Acoustics

5.2 RESOURCES

The following underlayment resources are subject to change. No endorsement is implied.

- A. SONOpanX https://sonopan.com/floors/
- B. US Rubber Intertek Testing https://www.usrubber.com/acoustical-testing/
- <u>C. QQ Step Soft Keene noise control products</u> <u>https://www.keenebuilding.com/products/noise-control</u>
- D. Acousti-Mat 3/4 https://maxxon.com/products/acousti-mat-3-4/
- E. Acoustik Underlay https://www.acousticalsurfaces.com/
- F. Quiet Walk https://quietwalk.com/

1.1 FIIC AND CC&R STANDARDS: All interior hard-surface flooring (includingbut not limited to new, different or replacement flooring) which is installed in a room within a second or third floor Condominium that is located above an areawhere there is no dropped ceiling immediately below, must at all times meet afield impact insulation class (FIIC) rating of 50 as defined in the American Societyfor Testing and Materials (ASTM) E 1007 standard, and the utilization of sameby the occupants of the aforesaid Condominium must not cause any violation of-Article III section 6 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions. FIIC testing on interior hard-surface flooring shallonly be required pursuant to the procedures described in the Interior Hard--Surface Flooring Complaint Rules. Floor coverings such as area rugs, may beincluded to obtain the required FIIC 50 rating; provided that these coverings mustbe retained as a permanent part of the interior flooring and may be replaced onlyby other floor coverings that provide the required 50 FIIC rating. **1.2 OWNER RESPONSIBILITIES.** The Owner(s) of a Condominium (including the Condominium Owner(s) on the date of the installation and all successor. Owners) where interior hard-surface flooring subject to paragraph 2.1 has been installed shall be responsible for ensuring that the utilization of said flooring at all-times meets a 50 FIIC rating, and for ensuring that said flooring does not cause any violation of Article III section 6 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions.



STANDARD 11A: INTERIOR FLOORING FOR SECOND AND OR THIRD FLOOR MANORS

JULY 2010 REVISED DECEMBER 21, 2010, RESOLUTION 03-10-188 REVISED [DATE], RESOLUTION 03-24-XX

INTRODUCTION

Quiet Enjoyment. "Quiet enjoyment" for purposes of this standard, is the right of a member or tenant to enjoy his/her property in peace without interference. The provision in the Covenants, Conditions & Restrictions (CC&Rs), Article III, Section 6 defines "Quiet enjoyment" as follows:

No Owner or Resident shall permit or suffer anything to be done or kept within the Project which will increase insurance rates on any Building or Contents thereof, or which will obstruct or interfere with the right of other persons in the Project or annoy them by unreasonable noises or otherwise, nor shall any Owner or Resident commit or permit any nuisance or commit or permit any illegal act within the Project. An Owner and each Resident shall comply with the requirement of all governmental authorities. If by reason of any act of any Owner insurance rates should be increased, the Owner shall be personally liable for the additional premium. (a)

However, even though members have the right to quiet enjoyment of their property, that does not mean they have the right to a noise-free environment. This standard establishes a threshold by which all noise issues directly above or below neighboring manors will be resolved.

BE ADVISED: There are significant financial costs incurred during the flooring Grievance Process.

1.0 GENERAL REQUIREMENTS

See Standard 1: General Requirements

2.0 **DEFINITIONS**

- **2.1** Decibel (dB): a unit used to measure the intensity of a sound.
- **2.2** ASTM International: Originally called American Society for Testing and Materials now known as ASTM International. It is an international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems and services.
- 2.3 IIC: Impact Insulation Class is a number rating system (expressed in dB's) used to measure how well a floor or ceiling assembly can absorb impact sound and isolate vibrations in a lab setting as measured by ASTM E 492. The higher the IIC the better the acoustic

insulation.

- A. A floor/ceiling assembly consists of all the individual components i.e. finish floor, underlayment, subfloor, structural floor/ceiling framing members, insulation, ceiling sound tested as one cohesive unit.
- B. Note: Manufactures IIC ratings are only valid if the factory assemblies match the assembly conditions as found in the field.
- C. California Building Codes set IIC minimum standards at 50. (b)
- D. IIC ratings for higher end townhomes set the minimum dB levels at 65 70. (c)
- **2.4** Delta IIC (Δ IIC): a rating that measures (expressed in dB's) how well an underlayment improves the impact sound isolation of a floor/ceiling assembly as measured in a lab setting by ASTM E 2179.
- 2.5 AIIC: Apparent Impact Insulation Class a unit of measurement (expressed in dB's) that determines the degree of soundproofing of the impact noise of a floor/ceiling assembly in a field setting (rather than in a laboratory) as measured by ASTM E 1007. The higher the AIIC the better the acoustic insulation. Note: Field testing results can run 3 5 dB lower than comparative lab testing results.

3.0 APPLICATIONS

- **3.1** For documentation purposes only, all new flooring installations will be registered with the Manor Alterations Division. A minimum mutual consent processing fee will be required. A registration form will consist of all material specifications, installation instructions and documented installation date provided by the flooring installer (owner-resident).
- **3.2** Kitchen and bathroom areas are exempt from new flooring guidelines.
- **3.3** All new flooring installations will be required to have an underlayment installed that meets a minimum Delta Δ IIC rating of 20 or higher.
- **3.4** If a field test is requested as a part of the Grievance Procedure, all new flooring installations will be required to meet an overall AIIC rating of 57 or higher (IIC of 60 or higher) when field tested.

4.0 INTERIOR FLOORING GRIEVANCE PROCEDURE

- **4.1** *LIMITS:* Liability extends to the owner or resident who purchases and installs new flooring for the interior of their second and third floor manor. Liability does not extend to any subsequent owners.
- **4.2 APPLICABILITY:** This Interior Flooring Grievance Procedure shall govern grievances by any owner or resident of a first or second floor condominium that the newly installed interior flooring in any area except the kitchen or bathrooms, in the condominium directly/

immediately above is considered a continued nuisance and/or a direct violation of Article III, Section 6 of the CC&R's as referenced in this Standard 11A: Interior Flooring for Second and Third Floor Manors.

- **4.3 WRITTEN GRIEVANCE:** Any owner or resident who alleges that the flooring in the manor directly above them is in violation of section 4.2 applicability must:
 - A. File a "Flooring Grievance Form" with the mutual through the Compliance Division.
 - B. Complete the "Flooring Grievance Form" supplied by, and returned to the Compliance Division.
- **4.4** *MEET & CONFER:* The mutual through the Compliance Division will prepare and deliver to both the owner or resident filing the "Flooring Grievance Form" and the owner or resident of the condominium against which the grievance has been lodged, a Grievance Resolution Package within 30 calendar days of receipt of a "Flooring Grievance Form". The Grievance Resolution Package will contain:
 - A. A copy of Standard 11A specifically for Section 4 Interior Flooring Grievance Procedure.
 - B. A written demand that as a required first step all affected parties meet and confer in person, in a good faith effort, to resolve the flooring grievance between themselves.
 - C. A Notice of Resolution form must be completed and returned to the Compliance Division within 30 days of receipt of the Grievance Resolution Package indicating 1) a resolution was reached or 2) a resolution was not reached.
 - D. Refusal of either party to comply with this process will result in a disciplinary hearing.
- **4.5** *INVESTIGATION OF GRIEVANCE:* If an agreement is reached, it will be noted by Compliance and the Grievance Process closed. If an agreement is not reached, within the next 30 days the mutual through the Compliance Division will:
 - A. Notify both parties that an acoustical test will be performed. Both parties will be required to confirm time and interior manor access for said testing.
 - B. Select and retain the services of a licensed acoustical engineer.
 - C. The engineer will perform testing in any area, except the kitchen or bathrooms, whichever area is the subject of complaint for compliance with the requirements as established in section 3.4 of Standard 11A.
 - D. The acoustic engineer will promptly submit to the mutual through the Compliance Division a copy of the written field- testing report which will include test results, findings, recommendations, and opinions from the engineer. Copies of said report will immediately forwarded to the owners and residents of both parties.
- **4.6 REIMBURSEMENT OF COSTS/BOARD DIRECTORS:** As soon as reasonable, a hearing will be held with the mutual's board of directors.

The board will undertake a final review of the field-testing report for compliance with Standard 11A.

- A. If the field-testing report is found to be in compliance with the standard, the owners or residents filing the Flooring Grievance will be responsible for all direct and indirect costs associated with the Interior Flooring Grievance Procedure as described in Section 4 of this standard. The board at its sole discretion will determine how said costs are to be levied. A copy of the report is to be filled with the Compliance Division and the Manor Alterations Division.
- B. If the field-testing report is found not to be in compliance with the standard the owners or residents who installed the flooring will be:
 - Responsible for all direct and indirect costs associated with the Interior Flooring Grievance Procedure as described in Section 4 of this standard. The board at its sole discretion will determine how said costs are to be levied.
 - 2. Responsible for modifying or replacing said flooring as needed to bring into compliance with Standard 11A.
 - 3. Responsible for an acoustic retest and all subsequent associated costs performed by the mutual's acoustic engineer.
 - 4. Responsible for retesting until said flooring becomes compliant.
 - 5. Once compliant, this installation will be exempt from any subsequent Interior Flooring Grievance Procedures. A copy of the report is to be filled with the Compliance Division and the Manor Alterations Division.
- C. The board at its sole discretion reserves the right to modify the reimbursement of costs as deemed appropriate for each event.

5.0 SUPPLEMENTAL

5.1 REFERENCES

- A. (a) Excerpts taken from Third Mutual Amended and Restated Declaration of Covenants, Conditions and Restrictions (CC&R's) as recorded May 10, 1988
- B. (b) 2022 California Building Code, Title 24, Part 2, Chapter 12 Interior Environment, Section 1206, Sound Transmission.
- C. (c) BKL Acoustic Consultants Footstep and Impact Noise in Multi Family Dwellings <u>https://bkl.ca/features/footstep-impact-noise-in-multi-family-</u> <u>dwellings/</u>
- D. For reference only: Davis-Stirling/Adam I Stirling: Guidelines Hard-Surface Flooring Acoustics <u>https://www.davis-stirling.com/HOME/H/Hardwood-Flooring-</u> Acoustics

5.2 RESOURCES

The following underlayment resources are subject to change. No endorsement is implied.

- A. SONOpanX https://sonopan.com/floors/
- B. US Rubber Intertek Testing https://www.usrubber.com/acoustical-testing/
- C. QQ Step Soft Keene noise control products <u>https://www.keenebuilding.com/products/noise-control</u>
- D. Acousti-Mat 3/4 https://maxxon.com/products/acousti-mat-3-4/
- E. Acoustik Underlay https://www.acousticalsurfaces.com/
- F. Quiet Walk https://quietwalk.com/



REVISE STANDARD 11A: INTERIOR FLOORING FOR SECOND AND THIRD FLOOR MANORS

WHEREAS, the Third Laguna Hills Mutual recognizes the need to amend standards and create new standards as necessary; and

WHEREAS, the Mutual recognizes the need to revise Standard 11A: Interior Hard-Surface Flooring;

NOW THEREFORE BE IT RESOLVED, [DATE], that the Board of Directors of this Corporation hereby adopts revision and amendments to Standard 11A: Interior Flooring for Second and Third Floor Manors as attached to the official meeting minutes; and

RESOLVED FURTHER, that Resolution 03-10-188 adopted December 21, 2010, 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 this resolution as written.

NOVEMBER 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: November 8, 2024 FOR: Architectural Control and Standards Committee SUBJECT: Rescind Third Laguna Hills Mutual Interior Hard-Surface Flooring Complaint Rules

RECOMMENDATION

Staff recommends that the Third Architectural Control and Standards Committee (ACSC) endorse the rescission of the Third Laguna Hills Mutual Interior Hard-Surface Flooring Complaint Rules.

BACKGROUND

The ACSC initiated a review of the current Third Laguna Hills Mutual Interior Hard-Surface Flooring Complaint Rules (Attachment 1). The Interior Hard-Surface Flooring Complaint Rules was last revised in August 2013, via Resolution 03-13-85 (Attachment 2).

DISCUSSION

The guidelines and requirements reflected in this rule have been reviewed and are now included in Standard 11A: Flooring for Second and Third Floor Manors. In order not to create confusion, it is recommended that this rule – Third Laguna Hills Mutual Interior Hard-Surface Flooring Complaint Rules – be rescinded.

FINANCIAL ANALYSIS

There is no financial impact to the Mutual for this recommended action.

 Prepared By:
 Alan Grimshaw, Manor Alterations Manager

Reviewed By: Baltazar Mejia, Maintenance & Construction Assistant Director

ATTACHMENT(S)

- Attachment 1 Current Third Laguna Hills Mutual Interior Hard-Surface Flooring Complaint Rules
- Attachment 2 Current Resolution 03-13-85

Attachment 3 – Proposed Resolution 03-24-XX



THIRD LAGUNA HILLS MUTUAL INTERIOR HARD-SURFACE FLOORING COMPLAINT RULES Resolution 03-10-98; July 20, 2010 <u>Resolution 03-13-85;</u> Revised August 20, 2013

1. **APPLICABILITY.** These Interior Hard-Surface Flooring Complaint Rules ("Rules") shall govern complaints by any Owner or resident of a first or second floor Condominium that the interior hard-surface flooring in the Condominium immediately above is in violation of Article III section 6 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and/or Section 11A of the Third Laguna Hills Mutual Alteration Standards.

2. WRITTEN COMPLAINTS. Any Owner or resident of a first or second floor Condominium who alleges that the existence of and/or utilization of the interior hard-surface flooring in the Condominium immediately above it is in violation of Article III section 6 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and/or Section 11A of the Third Laguna Hills Mutual Alteration Standards, must submit a written complaint to the Mutual on a form provided by the Mutual (the "Hard-Surface Flooring Complaint Form" or "Complaint"). Upon receipt of said Complaint, the Mutual will forward a packet to the complaining Condominium Owner(s), the Owner(s) of the Condominium against which the Complaint has been lodged, and the residents of same (if different from the Owners), which packet will include the Complaint, these Rules, and a written demand that all affected parties meet and confer in person in a good faith effort to resolve the Complaint (collectively the "Meet and Confer Packet").

3. **MEET AND CONFER PROCESS**. Upon receipt of the Meet and Confer Packet, all affected parties shall meet and confer in person in a good faith effort to resolve the Complaint between themselves. If the affected parties resolve the Complaint, they shall notify the Mutual in writing of the terms and conditions of such resolution. If the affected parties are unable to resolve the Complaint between themselves, then the complaining Owner or resident must so notify the Mutual in writing on a form provided by the Mutual (the "Notice of Failure To Resolve Hard-Surface Flooring Complaint" or "Notice").

4. **INVESTIGATION OF COMPLAINTS.** Upon the Mutual's receipt of the Notice of Failure To Resolve Hard-Surface Flooring Complaint from the complaining Owner or resident, then the Mutual shall: a) forward a copy of said Notice to the Owners and residents of the Condominium which is the subject of the Complaint, and b) select, retain and advance the costs for an acoustical testing and engineering expert, who shall perform FIIC testing on interior hard-surface flooring located in bedroom(s), the living room, and hallway(s), whichever is the subject of the Complaint. Testing shall not necessarily be required on interior hard-surface flooring located in the dining room, kitchen, nook, or bathroom(s). The Mutual's payment of such expert costs shall be subject to its right to obtain reimbursement of such costs by imposition and levy of a Reimbursement Assessment upon the appropriate Condominium and Condominium Owners pursuant to the Governing Documents and these Rules.

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

6. **OWNER AND RESIDENT COOPERATION.** All Condominium Owners and residents involved shall fully cooperate with the Mutual, its agents and experts in connection with FIIC testing. Said cooperation shall include allowing the Mutual, its agents and experts to enter, inspect, photograph, and test all Condominiums which are identified in the Complaint. If entry into a Condominium is required, such entry shall be done at reasonable times, upon reasonable prior notice, and with as little inconvenience to the Condominium Owners and residents as possible. The Board shall impose and levy a Reimbursement Assessment against the appropriate Condominium Owners and their respective Condominiums in order to reimburse the Mutual for all costs, expenses and attorneys fees which the Mutual incurs in connection with the Complaint or the enforcement of these Rules.

7. BOARD HEARINGS AND ORDERS.

i) As soon as reasonable after the Mutual receives the expert's test results and report, a hearing shall be held before the Board of Directors. At the hearing, the Board shall consider all relevant matters, including whether there has been any violation of Article III section 6 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and/or Section 11A of the Third Laguna Hills Mutual Alteration Standards.

ii) After the hearing has concluded, the Board of Directors shall determine such actions, remedies, fines, penalties, suspensions, Reimbursement Assessments, and other orders that the Board in its discretion deems appropriate to be taken, including, but not limited to:

(1) Imposing and levying a Reimbursement Assessment against either the Owner of the Condominium where the interior hard-surface flooring at issue is located or the Owner of the Condominium which originated the Complaint (even if the Complaint was made by a non-Owner resident in the Condominium) to reimburse the Mutual for all costs, expenses and attorneys fees that the Mutual has incurred in connection with the Complaint or its enforcement of these Rules, including the costs of FIIC testing, expert consultations, and expert reports;

(2) Directing the Owner(s) and/or resident(s) of the Condominium where the interior hardsurface flooring at issue is located to take remedial action to correct the situation that resulted in the Complaint, submit documents verifying that such remedial action has been completed, and/or allow an expert selected by the Mutual and paid for in advance by said Owners to perform follow-up FIIC testing to verify the effectiveness of the remedial action; and (3) Making such other and further orders as it deems appropriate, including imposing monetary penalties and fines, imposing and levying Reimbursement Assessments, suspending the right to use any facilities owned, operated or managed by the Mutual, suspending the right to vote in Mutual elections, recommending to GRF that it take disciplinary action against the Owner(s) and/or resident(s) with respect to the Owner(s) and/or resident(s) use of GRF provided facilities and amenities, and/or setting additional hearings.

RESOLUTION 03-13-85

WHEREAS, flooring is an integral sound attenuation element of the building where a floor is above another manor; and

WHEREAS, the installation of hard-surface flooring, which shall include wood, but not be limited to, tile, slate, linoleum, bamboo, laminates, and stone, within a manor can result in unreasonable noise being transmitted into the manor immediately below, which noise can adversely affect said resident's quality of life; and

WHEREAS, the Mutual has received complaints that the installation and/or utilization of hard-surface flooring within certain manors has resulted in an obstruction or interference with the rights of persons in the manors located immediately below, has annoyed said persons by unreasonable noise, thereby creating or constituting a nuisance; and

WHEREAS, Article III, Section 6 of Third's Amended and Restated Declaration of Covenants, Conditions and Restrictions (CC&Rs) states that "no Owner or Resident shall permit or suffer anything to be done or kept within the Project which will obstruct or interfere with the rights of other persons in the Project or annoy them by unreasonable noises or otherwise, nor shall any Owner or Resident commit or permit any nuisance"; and

NOW THEREFORE BE IT RESOLVED, August 20, 2013, that the Board of Directors hereby approves the revised Third Laguna Hills Mutual Interior Hard-Surface Flooring Complaint Rules, as attached hereto and to the official minutes of this meeting; and

RESOLVED FURTHER, that these Interior Hard-Surface Flooring Complaint Rules shall govern complaints by any Owner or resident of a first or second floor condominium that the interior hard-surface flooring in the condominium immediately above is in violation of Article III, Section 6 of the Mutual's CC&Rs and/or Third Laguna Hills Mutual Alteration Standard Section 11A – Interior Hard-Surface Flooring; and

RESOLVED FURTHER, that Resolution 03-10-98, adopted July 20, 2010 is hereby superseded and cancelled; and

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



RESOLUTION 03-24-XX RESCIND THIRD LAGUNA HILLS MUTUAL INTERIOR HARD-SURFACE FLOORING COMPLAINT RULES

WHEREAS, the Third Laguna Hills Mutual recognizes the need to review rules as necessary; and

WHEREAS, the Mutual recently revised the language in Standard 11A: Flooring for Second and Third Floor Manors to incorporate the processes currently contained in Third Laguna Hills Mutual Interior Hard-Surface Flooring Complaint Rules;

NOW THEREFORE BE IT RESOLVED, [DATE], that the Board of Directors of this Corporation hereby rescinds Third Laguna Hills Mutual Interior Hard-Surface Flooring Complaint Rules as attached to the official meeting minutes; and

RESOLVED FURTHER, that Resolution 03-13-85 adopted August 20, 2013, 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 this resolution as written.

NOVEMBER 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.