



**OPEN MEETING**

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

**Thursday, October 12, 2017 – 9:30 a.m.  
Laguna Woods Village Community Center - Willow Room  
24351 El Toro Road**

**NOTICE AND AGENDA**

1. Call to Order
2. Acknowledgement of Media
3. Approval of the Agenda
4. Approval of the Special Meeting Report for September 11, 2017
5. Chair Remarks
6. Member Comments - *(Items Not on the Agenda)*
7. Department Head Update

**Consent:**

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

None

**Reports:**

**Items for Discussion and Consideration:**

8. 3517-A (Casa Rosa) Request to Retain Unauthorized Patio Extension
9. 5478-A (Villa Fuente, RP42C) – Replace Existing Patio Enclosure with Room Extension
10. Finalize Decision Tree

**Items for Future Agendas**

**Concluding Business:**

11. Committee Member Comments
12. Date of Next Regular Meeting and Bus Tour – October 23, 2017
13. Adjourn

Bert Moldow, Chair  
Kurt Wiemann, Staff Officer 268-2316



**OPEN MEETING**

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

**Monday, September 11, 2017 – 1:00 p.m.  
Laguna Woods Village Community Center Sycamore Room  
24351 El Toro Road**

**REPORT**

**MEMBERS PRESENT:** Chair - Bert Moldow, Annette Soule, John Frankel,  
Susan Caine, and Bill Walsh

**MEMBERS ABSENT:** Steve Parsons and Rosemarie diLorenzo Dickins

**ADVISORS PRESENT:** Mike Butler

**STAFF PRESENT:** Kurt Wiemann, Lori Moss, Gavin Fogg, and Eve Morton

**1. Call to Order**

Chair Moldow called the meeting to order at 1:04 p.m.

**2. Acknowledgement of Media**

No media were present.

**3. Approval of the Agenda**

Director Frankel made a motion, and the agenda was approved by consensus.

**4. Committee Chair Remarks**

Chair Moldow stated that every time a rooftop solar installation has been approved, it should have had 67 percent approval of people in their Mutual. Discussions need to occur with legislators about relief of the 67 percent approval requirement.

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

(3505) – Lynn Carboz distributed a proposal to the Committee regarding passed out a proposal for people with her model to do patio additions with a one-time vote to get 67 percent. She wanted information on the new voting process for common area variances. Ms. Moss said she will provide that to her as soon as the process is confirmed.

(5064) - Bob Hatch suggested forming committees of non-board members who have expertise or live in a certain type of manor. Or, have an advisory committee. Mr. Hatch was asked to be an advisor on ACSC, which required Board approval.

Ms. Noursi was in attendance.

## 6. Department Head Update

Kurt Wiemann stated that Mr. Dahlberg has been waiting a year for a variance. He lives in Mutual 72, which is one of the smaller Mutuals, and has agreed to be a pilot case for getting 67 percent needed prior to a variance approval for use of common area.

Ms. Moss reported that she received a bid from Martin and Chapman who is quoting \$10 per ballot.

Chair Moldow asked staff to provide how many units are in each Mutual, as well as the type of units in each Mutual.

Discussion ensued regarding the process for how soon a vote would go to residents of a certain Mutual.

### Consent:

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

None

### Reports:

### Items for Discussion and Consideration:

## 7. Review Proposed Fee Schedule

Chair Moldow asked that a revision number and date be placed on documents that had been revised.

Staff is proposing to increase the processing fees. Mr. Wiemann presented the report.

Director Caine made a motion, seconded by Director Walsh to accept staff's recommendations and move this item onto the Board for approval.

Discussion ensued regarding adding a fee for multiple resubmittals. Mr. Wiemann asked for some time to evaluate what is considered a resubmittal and the committee agreed.

## 8. Review Decision Tree

The committee reviewed the draft Decision Tree. Ms. Moss was asked to redline the document and email it to the Committee. This item will require review by the Attorney.

**9. 5073 Master Bedroom Extension and Room Addition**

Committee requested the following:

- That this variance be tabled until new, accurate, architectural drawings are provided.
- That the proposed roof remain at the same pitch as the existing sunroom.
- That a geotechnical and structural report be performed, with a recommendation prior to returning to the committee.

**10. Consider moving meeting ACSC to fourth Monday**

Staff was asked to permanently change ACSC to 9:30 a.m. on the fourth Monday of each month.

Items for Future Agendas:

- Analysis of stoop transition to common area

Concluding Business:

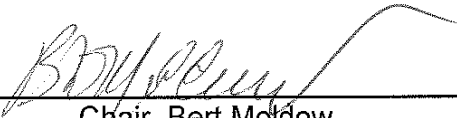
**11. Committee Member Comments**

None

**12. Date of Next Meeting and Bus Tour – October 23, 2017**

**13. Adjourn**

Adjourned at 4:40 p.m.

  
\_\_\_\_\_  
Chair, Bert Moldow  
Brett Crane, Staff Officer  
Telephone: 268-2358





## STAFF REPORT

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**DATE:** October 4, 2017  
**FOR:** Architectural Control and Standards Committee  
**SUBJECT:** Retain Unauthorized Patio Extension at Manor 3517-A

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### RECOMMENDATION

Staff recommends the Board deny the request to retain the unauthorized patio extension at Manor 3517-A. If the Board decides to approve the request, staff recommends the attached conditions (Appendix 1).

### BACKGROUND

Mrs. Mormann of 3517-A, a Casa Rosa style manor with an original "T" shaped patio, had placed new concrete to fill the common area which squared the patio off with the intention of installing a non-permanent hot tub (Attachment 1). Staff issued a Stop Work Notice, demanding the member to remove the concrete addition.

On August 3, 2017, Mrs. Mormann attended the Architectural Control and Standards Committee and addressed the Committee during Member Comments. She made statements regarding her concerns on the "T" shaped patio and requesting the unauthorized alteration to be retained. At Committee's request, staff included her Manor to the bus tour to view her patio. No written decision was authored due to the fact that the issue wasn't on the committee agenda.

### DISCUSSION

At this juncture, Mrs. Mormann is formally requesting to retain the unauthorized patio extension. She has removed a dilapidated aluminum patio cover and has submitted an additional Mutual Consent for a replacement patio cover which meets Mutual Standards. She has also submitted a Mutual Consent for the hot tub.

The Stop Notice was issued on 6/14/17; as a courtesy to the member, staff has placed the Disciplinary Hearing on hold pending the decision of the Committee on this issue.

Staff has presented an alternative option to Mrs. Mormann that allows her to proceed with her other proposed alterations without requiring a patio slab extension (Attachment 2). That option would allow the Landscape Division to fill the area of the patio extension with gravel and plant a living hedge to meet the hot tubs requirement of a five foot tall block wall.

Third Laguna Hills Mutual  
Retain Unauthorized Patio Extension at Manor 3517-A  
10/4/17  
Page 2

**Prepared By:** Brett Crane, Manor Alterations Supervisor

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

**ATTACHMENT(S)**

**Appendix 1: Conditions of Approval**

**Attachment 1: Non-Compliant Patio Extension**

**Attachment 2: Proposed Alternative Option**

**Agenda Item # 8**  
**Page 2 of 8**



## Appendix 1

1. No improvement shall be installed, constructed, modified or altered at Manor \_\_\_\_\_, ("Property") within the Third Laguna Hills Mutual ("Mutual") unless and until a Mutual Consent for Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Manor Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member Owner or Owners ("Member Owner") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
2. A Mutual Consent for Manor Alterations has been granted at 3517-A to retain the unauthorized patio extension, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
3. Member Owner hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 3517-A and all future Mutual members at 3517-A.
5. Member Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, and use of Mutual property for storage of equipment or materials without prior approval. Member Owner acknowledges and agrees that all such persons are his/her invitees. Member Owner shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations. Member Owner 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.
6. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invites.

7. Member Owner's contractors and other invitees shall travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.

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.

9. Member Owner(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized "Recordable Common Area Agreement" for a proposed improvement that would utilize any portion of the Mutual's Common Area. Prior to the issuance of a Mutual Consent for Manor Alterations, that "Recordable Common Area Agreement" must be filed with the Orange County Clerk/Recorder.

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

11. Prior to the issuance of a Mutual Consent for Manor Alterations, 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.

12. Prior to the issuance of a Mutual Consent for Manor Alterations, if required, a Mutual Roof Alteration Notification ("Tie-In Form") must be submitted to the Division. All roof tie-ins must be performed by a C-39 Licensed Contractor. The Member Owner may hire a C-39 Licensed Contractor of his/her own choice to perform roof tie-ins for the installation of solar panels on all roof types except PVC Cool Roofs. For PVC Cool Roofs, regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member Owner's expense. All tie-ins may only be made to sound structural elements. Existing structural elements proposed to be tied to, which exhibit signs of dry rot or other structural defects, must first be replaced or repaired at the Member Owner's expense during construction of the improvement.

13. Prior to the issuance of a Mutual Consent for Manor Alterations, the Member Owner shall request a Landscape Department inspection in order to assure all landscape, irrigation, and drainage modifications associated with the improvements are identified and completed by the Landscape Department at the expense of the Member Owner. All gutter drainage shall be directed away from structures, free standing walls, foundations, and pedestrian walkways.

14. Prior to the issuance of a Mutual Consent for Manor Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified at Resident Services located at the Community Center first floor.

15. Prior to the issuance of a Mutual Consent for Manor Alterations, the Member Owner shall post a Conformance Deposit in an amount determined by the Division Staff, which is a percentage of the value of the improvements. See <http://www.lagunawoodsvillage.com>. The Conformance Deposit will be held until Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.

16. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member Owner or the Property, to cover and/or recoup any costs whatsoever, including, but not be limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member Owner; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member Owner's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.

17. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Member Owner agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.

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

19. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.

24. 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.

25. During construction, both the Mutual Consent for Manor Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.

26. 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.

27. The Mutual Consent for Manor Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.

28. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Owner Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.

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

30. The Mutual Consent Applicant or agent must contact the Manor Alterations Division as soon as the project is complete and has received a Final City of Laguna Woods permit approval in order to arrange a final inspection for Mutual Consent.

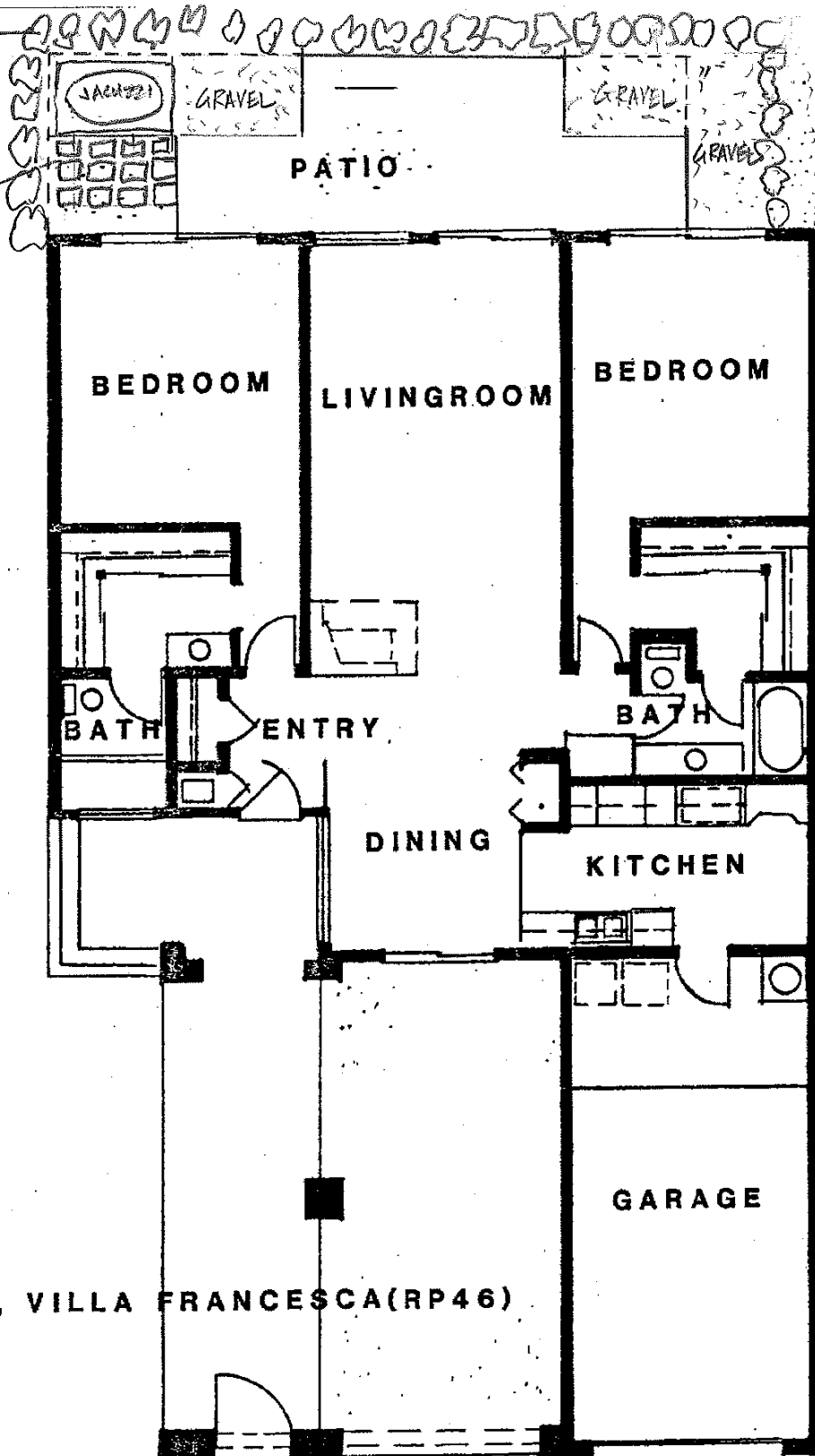
Attachment 1



06-14-2017 11:03

"LIVING WALL"  
HEDGING

GRAVEL &  
STEPPING  
STONES



CASA ROSA, VILLA FRANCESCA(RP46)



## STAFF REPORT

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**DATE:** October 4, 2017  
**FOR:** Architectural Standards and Control Committee  
**SUBJECT:** Variance Request  
Mr. Edward Dahlen Jr.: 5478-A (Villa Fuente, RP42C)  
Replace Existing Patio Enclosure with Room Extension.

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### RECOMMENDATION

Staff recommends the Board approve the request to replace the existing glass patio enclosure with a master bedroom extension with the conditions as stated in Appendix A.

### BACKGROUND

Edward Dahlen Jr. of 5478-A Paseo Del Lago West, a Villa Fuente style manor, is requesting Board approval to remove the existing glass patio enclosure and patio cover that spans across the existing rear patio and replace with a master bedroom extension.

The original patio slab in the rear at Manor 5478-A was extended via Mutual Consent # 5192A in 1982; it measures 10' in length and spans the entire 33' width of the manor. Under the authority of the same Mutual Consent, slump stone walls measuring three feet in height were installed on either end of the new patio with a 34" tall gate added to the east wall.

In December 1986, Mutual Consent 710c was issued for the existing glass patio enclosure present today. The existing glass patio enclosure measures 10' long by 18'10" wide.

### DISCUSSION

The proposed room extension would be the same size as the existing glass patio enclosure and would require the demolition of the existing structure and construction of structural footings.

The rear (north) elevation of the room extension would have three windows consisting of two 4' by 3' sliding windows either side of a larger 6' by 4' fixed window. The left (east) elevation will have a 6' by 6'8" sliding glass door, that will open onto the remaining rear patio that will meet egress landing/stoop requirements for building code.

Windows would be of white vinyl to meet Mutual Standards, while the walls and roofing shall be made from materials to match the existing building.

Previous requests for similar room extensions/room additions onto rear patios have been approved for manor at 5516-A in December 2003, 3514-A in December 2013, 3511-C in July 2014, 3422-C in August 2014 and 5512-C in August 2017.

At the time the writing of this report, there are no open Mutual Consents for manor 5478-A.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 5478-A.

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

**Reviewed By:** Brett Crane, Manor Alterations Supervisor  
Kurt Wiemann, Permits, Inspections & Restoration Manager

**ATTACHMENT(S)**

Appendix A: Conditions of Approval

Appendix B: Decision Tree Rationale

Attachment 1: Site Plan

Attachment 2: Variance Request; September 21<sup>st</sup>, 2017

Attachment 3: Condo Plan & Photos

Attachment 4: Mutual Consents

Attachment 5: Maps



## APPENDIX A

### CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

1. No improvement shall be installed, constructed, modified or altered at Manor **5478-A**, ("Property") within the Third Laguna Hills Mutual ("Mutual") unless and until a Mutual Consent for Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Manor Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member Owner or Owners ("Member Owner") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
2. A Mutual Consent for Manor Alterations has been granted at **5478-A** for **Replace Windscreen with Room Extension for Master Bedroom**, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
3. Member Owner hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 5478-A and all future Mutual members at 5478-A.
5. Member Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, and use of Mutual property for storage of equipment or materials without prior approval. Member Owner acknowledges and agrees that all such persons are his/her invitees. Member Owner shall be responsible for informing all his/her invitees of the Mutual's Rules

and Regulations. Member Owner 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.

6. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invites.
7. Member Owner's contractors and other invitees shall travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
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.
9. Member Owner(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized "Recordable Common Area Agreement" for a proposed improvement that would utilize any portion of the Mutual's Common Area. Prior to the issuance of a Mutual Consent for Manor Alterations, that "Recordable Common Area Agreement" must be filed with the Orange County Clerk/Recorder.
10. A City of Laguna Woods permit is required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a Mutual Consent for Manor Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.
11. Prior to the issuance of a Mutual Consent for Manor Alterations, 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.
12. Prior to the issuance of a Mutual Consent for Manor Alterations, if required, a Mutual Roof Alteration Notification ("Tie-In Form") must be submitted to the Division. All roof tie-ins must be performed by a C-39 Licensed Contractor. The Member Owner may hire a C-39 Licensed Contractor of his/her own choice to perform roof tie-ins for the installation of solar panels on all roof types except PVC Cool Roofs. For PVC Cool Roofs, regardless of

the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member Owner's expense. All tie-ins may only be made to sound structural elements. Existing structural elements proposed to be tied to, which exhibit signs of dry rot or other structural defects, must first be replaced or repaired at the Member Owner's expense during construction of the improvement.

13. Prior to the issuance of a Mutual Consent for Manor Alterations, the Member Owner shall request a Landscape Department inspection in order to assure all landscape, irrigation, and drainage modifications associated with the improvements are identified and completed by the Landscape Department at the expense of the Member Owner. All gutter drainage shall be directed away from structures, free standing walls, foundations, and pedestrian walkways.
14. Prior to the issuance of a Mutual Consent for Manor Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified at Resident Services located at the Community Center first floor.
15. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.
16. 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.
17. During construction, both the Mutual Consent for Manor Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
18. 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.
19. The Mutual Consent for Manor Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
20. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Owner Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.

21. Mutual member shall indemnify, defend and hold harmless Third and its officers, directors, committee members and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual member's improvements and installation, construction, design and maintenance of same.
22. The Mutual Consent Applicant or agent must contact the Manor Alterations Division as soon as the project is complete and has received a Final City of Laguna Woods permit approval in order to arrange a final inspection for Mutual Consent.

## APPENDIX B

### DECISION TREE RATIONALE

Pursuant to the approved Decision Tree, five (5) criteria must be considered when reviewing applications for Common Area alterations. If the proposed alteration does not meet all criteria, the request should be denied. Alternately, of course, if the proposed alteration meets all criteria, the request should be approved.

1. Compliance with Community Standards. Each Application must comply with all Mutual governing documents, including but not limited to the architectural and building rules, whether the proposed alteration is entirely within the Member's manor, on Exclusive Use Common Area, or on Common Area.

*The proposed alteration complies with Community Standards.*

2. Neighbor Awareness Forms, required to be submitted from affected neighbors prior to approval. If the Mutual determines the proposed alteration will cause an unreasonable burden to other Manor residents, then the Application for Manor Alteration(s) should be rejected.

*Based on the proximity (within 150 feet) and line of sight, a Neighbor Awareness Notice has been mailed to manor 5479-C for notification of the Committee and Board Meeting dates and times. The Board shall make the determination regarding an unreasonable burden.*

3. Determine whether the area of the proposed alteration is located in Common Area or Exclusive Use Common Area. If the Mutual determines the proposed alteration will be located entirely on Exclusive Use Common Area, proceed to Step 5, Recordable Agreement Requirement.

*The proposed alteration would be located on both Limited Common Area and partially on Common Area that was previously granted exclusive use via Mutual Consent 35 years ago.*

4. If a proposed alteration is to be located entirely or partially on or over Common Area, the Mutual should first determine if allowing the alteration would relieve the Mutual of the burden of management and maintenance of an area which is generally inaccessible and not of general use to the other members of Third. [The alteration should relieve burden and not create or increase others]. If the proposed alteration does not meet these conditions, it must be denied. If the application meets this test, proceed to Step 5 below.

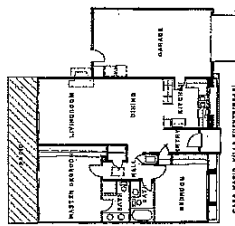
*The proposed alteration meets these criteria as the area for proposed room extension is already enclosed for exclusive use for manor 5478-A. No additional burden would be transferred to the Mutual.*

5. Recordable Agreement Requirement. This agreement, among other things, requires the Member to acknowledge the Alteration shall be Common Area and will not be separately owned by Member, and shall not construed to change or expand the Member's separate interest as documented in the applicable Condominium Plan.

*The Member will be required to complete the "Recordable Common Area Agreement" prior to issuance of a Mutual permit.*

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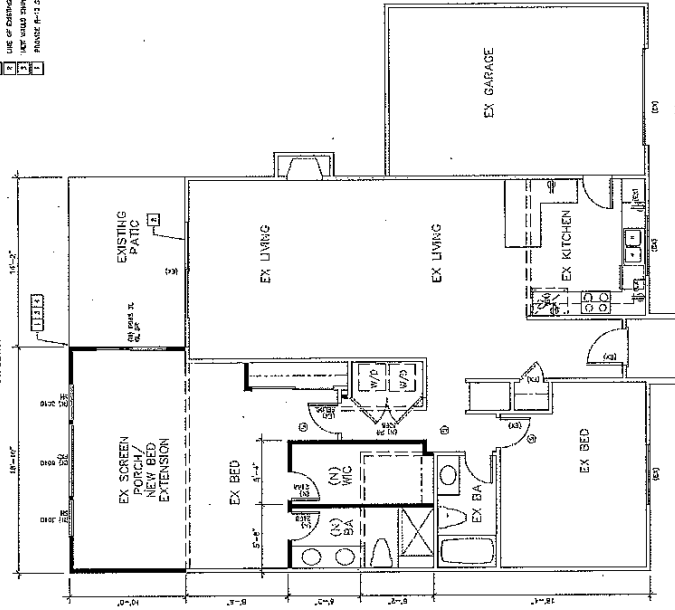
**SHEET INDEX**  
A1 FLOOR PLAN, ROOF PLAN  
A2 ELEVATIONS



## FLOOR PLAN NOTES:

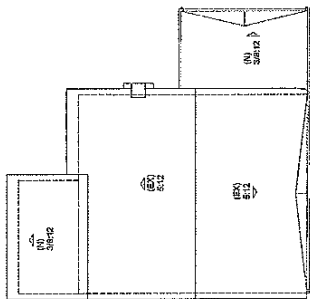
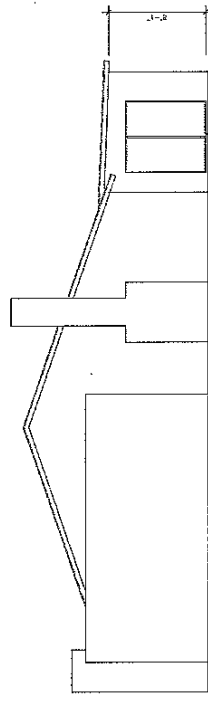
- [illegible]

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

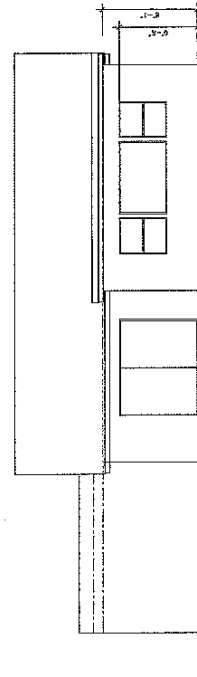


**FLOOR PLAN**  
SCALE 1/4"=1'-0"

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

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

REAR ELEVATION.



# Variance Request Form

SA 21180369

Model:	Plan:	Date: <u>9-21-17</u>
Member Name: <u>EDWARD DAHLER</u>	Signature: <u>[Signature]</u>	
Phone: <u>[Redacted]</u>	Phone: <u>[Redacted]</u>	
Applicant Name/Co:	Phone:	Email:

## Description of Proposed Variance Request ONLY:

ROOM ADDITION ON PREVIOUS EXTENDED PATIO.  
18'10" x 10'0" ADDITION OFF EXISTING BED ROOM

RECEIVED

SEP 21 2017

Alterations Department

## Dimensions of Proposed Variance Alterations ONLY:

18'10" x 10'0"

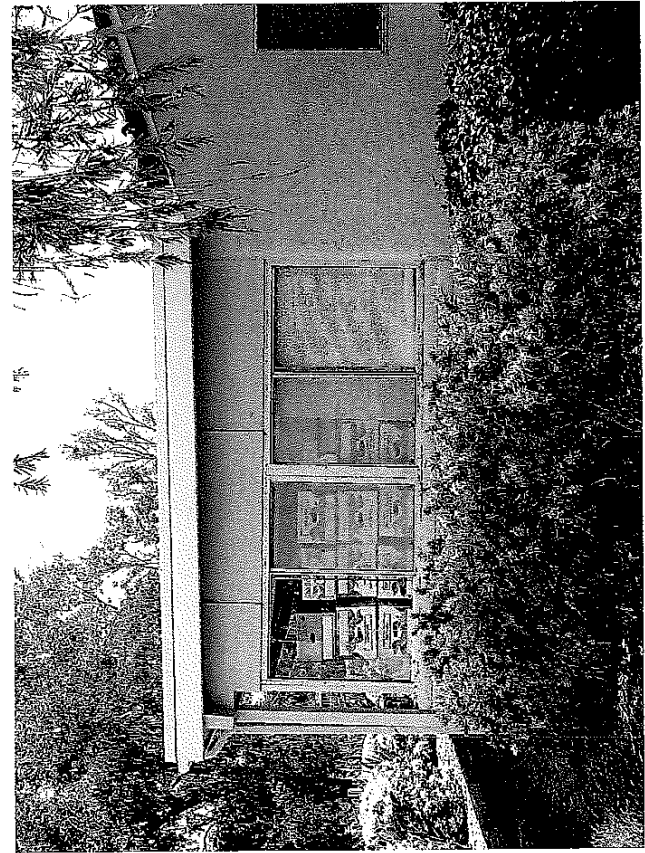
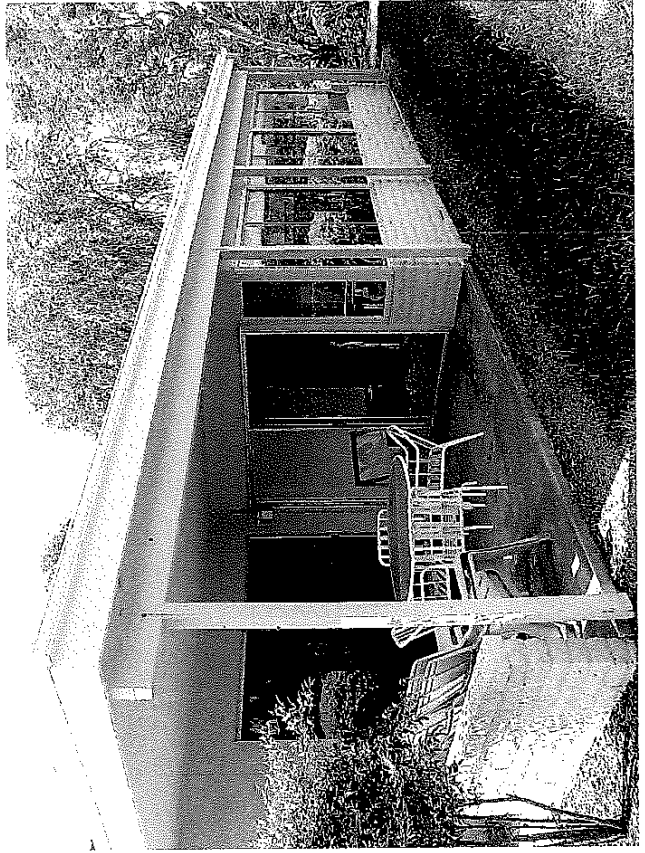
## FOR OFFICE USE ONLY

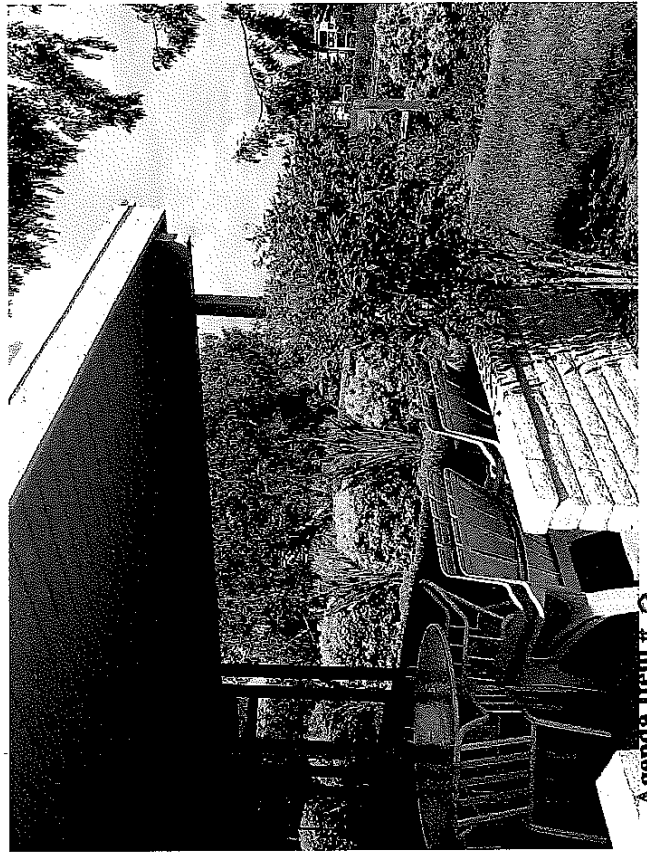
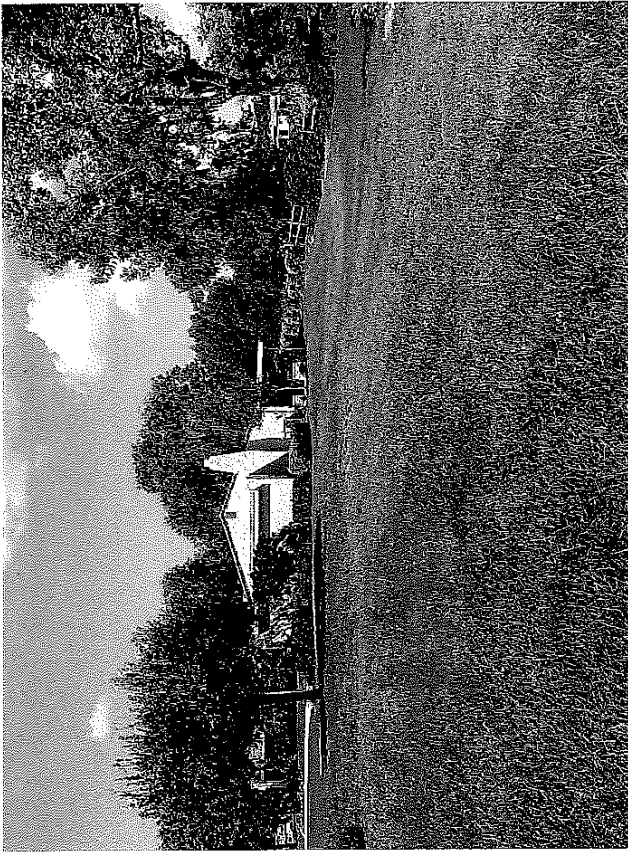
RECEIVED BY: BRETT DATE RECEIVED: 9-21-17 Check# 5055 BY: \_\_\_\_\_

<h3>Alteration Variance Request</h3> <p>Check Items Received:</p> <p><input checked="" type="checkbox"/> Drawing of Existing Floor Plan</p> <p><input checked="" type="checkbox"/> Drawing of Proposed Variance</p> <p><input checked="" type="checkbox"/> Dimensions of Proposed Variance</p> <p><input checked="" type="checkbox"/> Before and After Pictures</p> <p><input type="checkbox"/> Other: _____</p>	<h3>Complete Submittal Cut Off Date:</h3> <p>Meetings Scheduled:</p> <p>Third AC&amp;S Committee (TACSC): <u>MON. OCT 23<sup>RD</sup></u></p> <p>United M&amp;C Committee: _____</p> <p>Board Meeting: _____</p> <p><input type="checkbox"/> Denied <input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Tabled <input type="checkbox"/> Other _____</p> <p>Agenda Item # <u>9</u> Page <u>10</u> of <u>21</u></p>
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## Mutual Consents

### 5478-A

Description	Request Dt	Mutual Permit
P42RPSPCAPW	1/25/1982	5192b
P42DWENTRY	2/28/1983	6315b
P42HP	9/5/1986	588c
WBP42GWPW	10/27/1986	710c
Aluminum Patio Cover	1/25/1982	5192b
Patio Slab	1/25/1982	5192b
Patio Wall	1/25/1982	5192b
Heat Pump	9/5/1986	588c
Glass Windscreen	10/27/1986	710c
Window in Bedroom	10/27/1986	710c
Patio Wall	10/27/1986	710c
Patio Cover Wood	8/17/1994	94535
Garage Door	9/8/1994	94549A
Heat Pump	9/8/1994	94549A



PROFESSIONAL COMMUNITY MANAGEMENT, INC. AGENT

X Member # 5478A 5478A

License No. 5192

Family # 5192

Final fee 3-9-82

APPLICATION FOR ALTERATION PERMIT

The undersigned, a member of 5478A, a California nonprofit corporation (hereinafter referred to as the "Corporation"), hereby requests permission of the Corporation to make the alteration described below to dwelling unit No. 5478A occupied by the undersigned. Said alteration (hereinafter sometimes referred to as the "work") shall be performed subject to the terms and conditions printed on the reverse side hereof, which terms and conditions set out the responsibilities of the member and the below named contractor, if a contractor is to perform said alteration, and which are incorporated herein and made a part hereof.

X Proposed alteration: 10'-4" 4" OVERHUNG OF MY MAINTENANCE OFFICE  
30 FT X 10 FT Ratio slab Living Unit No. 1  
30 FT X 10 FT 1st floor (see plan 12-45a)  
2-10 FT Slab/side walls 1-10 FT 1st floor

X Telephone No. 581-8340

X Mr. Thomas F. Fidler  
Resident Member

The undersigned is a contractor licensed pursuant to the laws of the State of California and hereby agrees to perform the above described work subject to the terms and conditions printed on the reverse side hereby which are incorporated herein and made a part hereof.

X Dated Jan 13, 1982

PROFESSIONAL COMMUNITY MANAGEMENT, INC.  
113 So. Main Blvd., San Jose  
CA 95128-2297-1933

ALTERATION PERMIT

The foregoing application is hereby approved and said member is hereby granted permission to make the above described alteration.

Dated: 1/15/82

By Professional Community Management, Inc. Agent  
Willa Fidler  
Alteration Number P-40R-P5R/A, PW

X Valuation 2500

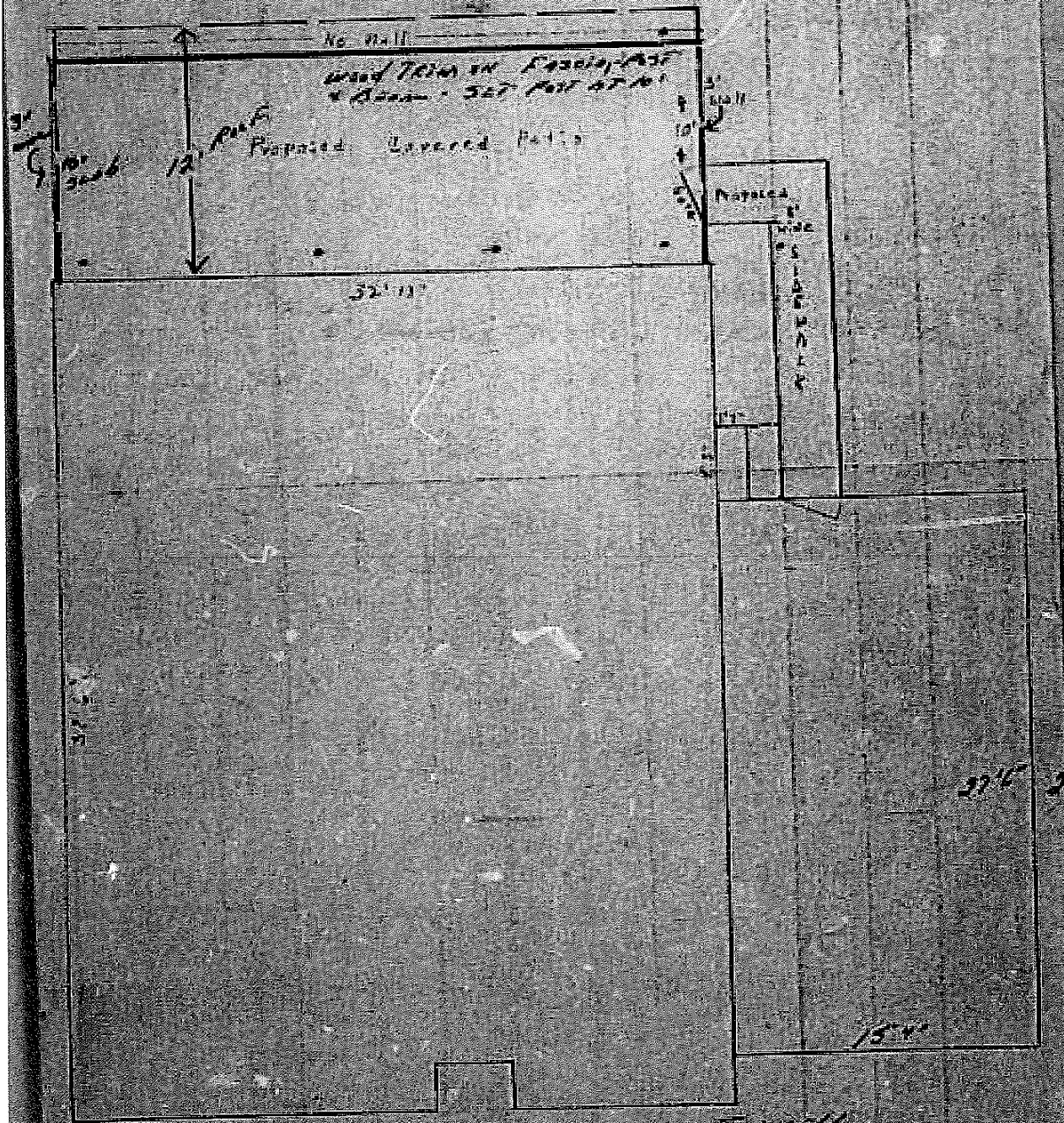
Approved by TW (1-25-82)  
2 plans @ \$1.00 = 2.00  
Ampl @ 250 = 50  
12.50

Family Fee 10.00

CHARGE FORM  
SIGNED 1-23

(72)  
Unit 8097-2





MARY ANN FRINELL  
 5498-A Pasco Boulevard  
 Port 581-8300



5070A  
FRINELL

SLAB 10'-0" WIDE  
BY WIDTH 8'-0" DEPTH

PATIO  
COVER

PATIO  
SLAB

2'-0"  
T

12'-0" MAX

10'-0" MAX

2'-0"  
T  
5'-0"  
T  
5'-0"  
T

GRASS  
WALK

WALL

WALL



ALTERATION CONSENT FORM

You are hereby notified that neighboring manor/building  
5478A, has filed an application for an alteration  
permit to construct or install the following:

30' X 10' PATIO SLAB

30' X 10' " ROOF (COLUMN)

ENCLOSING WALL SLUMPSTONE

34" TALL W/ WROUGHT IRON GATES

The Engineering Department, pursuant to policies established by the Golden Rain Foundation Architectural Control Committee, has determined that the above alteration may affect your view. You are requested to review the proposed manor modification and, if acceptable, to sign this form in the space provided below. If all affected parties sign this form, the alteration will be approved. Refusal to sign does not guarantee that the proposed alteration will not receive final approval. If any affected parties refuse to sign, the GRF Architectural Control Committee will review and render a final disposition of this matter.

YOU HAVE A RIGHT TO REFUSE TO SIGN THIS FORM AND TO APPEAR AND CONTEST THE PROPOSED ALTERATION AT THE GOLDEN RAIN FOUNDATION ARCHITECTURAL CONTROL COMMITTEE MEETING.

I have read the above and hereby approve of the requested alteration.

*Robert Markham*  
Name

1-13-82  
Date

*John Markham*  
Name

5479-C  
Manor Number

GLH/SC



FIELD CHECK

1-13-82

5478-A



ALTERATION CONSENT FORM GIVEN  
TO RESIDENT MRS PRINCELL TO HAVE  
THE PEOPLE IN 5479-C SIGN

SHE SAID 5479-C WAS A RENTAL AND  
I TOLD HER THAT SHE WOULD HAVE TO  
CONTACT THE OWNER OF RECORD, HAVE  
HIM SIGN & RETURN SAID FORM TO US  
BEFORE PERMIT CAN BE CONSIDERED  
ALSO ① IS THE ROOF 10' x 2' OVERHANG &  
JUST 10'-0" AS PERMIT STATES 1' &  
② IS THERE GOING TO BE A WALK TO GARAGE

*[Handwritten signature]*

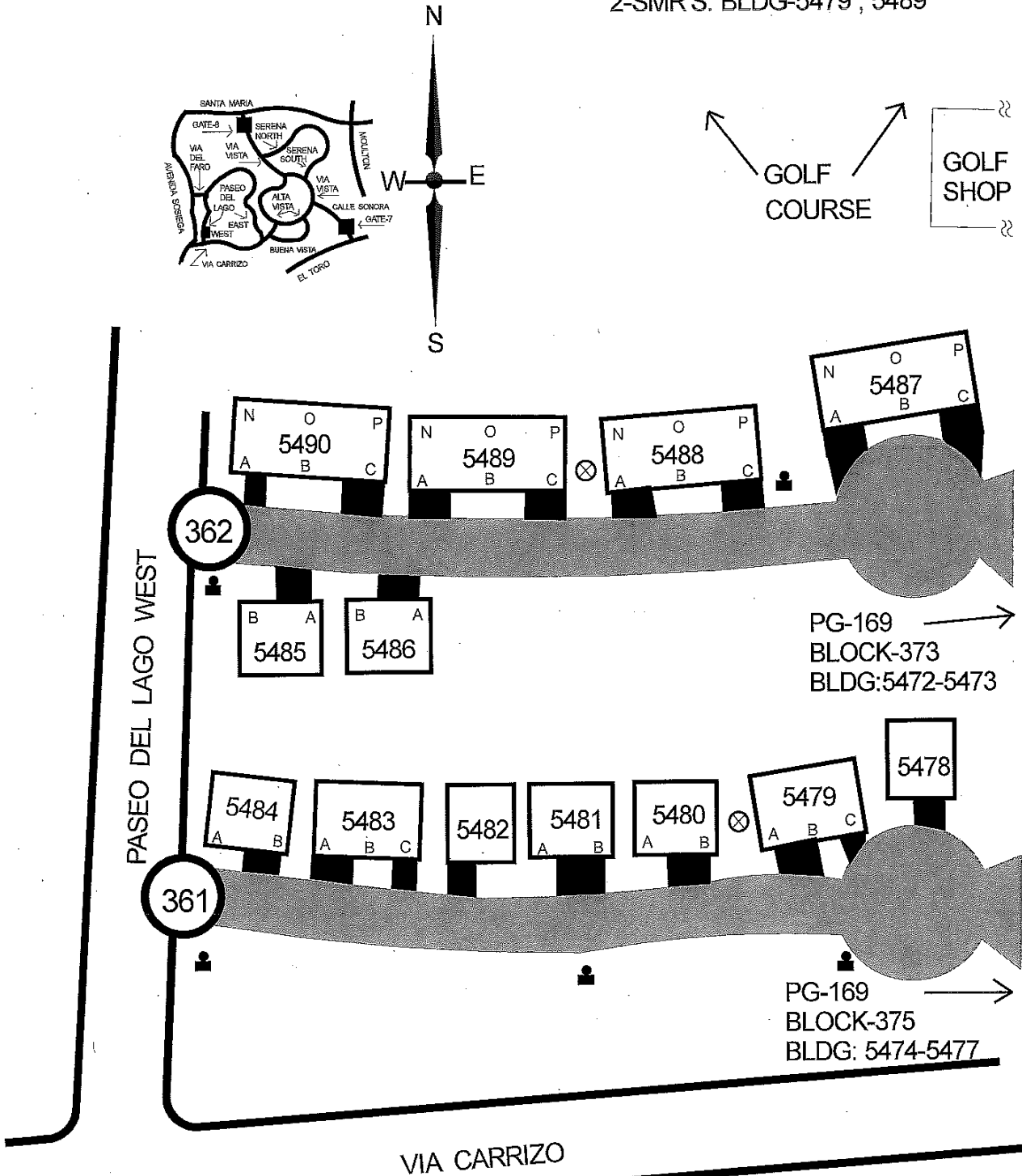
L/R: N/A

BLD: 5478-5490

C/P: N/A

PG-170

2-SMR'S: BLDG-5479, 5489









## **DECISION TREE**

**Procedure for the  
Third Mutual Board of Directors,  
Architectural Control and Standards Committee,  
and the Manor Alteration Division Staff**

**When Considering Applications for  
Mutual Consent for Manor Alterations  
for Either a Standard Alteration or a Variance Request**

**November, 2017**

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## **INTRODUCTION**

This "Decision Tree" sets forth an outline of the criteria that Village Management Services Manor Alterations Division ("Staff"), the Architectural Control and Standards Committee ("Committee") and the Board of Directors ("Board") of the Third Laguna Hills Mutual ("Mutual") will use when reviewing, considering and approving or denying an application ("Application") to make an alteration ("Alteration") to a Mutual Member's ("Member") individual Manor ("Manor"), pursuant to the Mutual's Governing Documents and applicable law. These criteria apply, without limitation, to an Application where the proposed Alteration would be:

- A. within the Separate Interest of the Member's Manor;
- B. to, upon, or within the Manor's Exclusive Use Common Area; or
- C. upon or over the Mutual's General Common Area.

## **DEFINITIONS**

The foregoing capitalized terms, and additional capitalized terms appearing in the following text, are defined, in more detail, in Appendix 2, *Definitions*, to this document, and in the Mutual's *Amended and Restated Declaration of Covenants, Conditions and Restrictions* ("CC&Rs") and the Mutual's *Condominium Plan* ("Condominium Plan").

### **STEP 1: Staff Review of Application for Compliance with the Mutual's Standards and Mutual and Staff Policies.**

A Member who wants to submit a Manor Alteration Application should make an appointment with Manor Alterations. Prior to or during the meeting, Staff will check the Mutual's corporate records to determine if the Member is being brought up on discipline, or past due on fines, fees or assessments. If so, Staff will inform the Member that the delinquencies need to be resolved prior to submitting the Alteration Application.

If no nuisance activity or delinquencies are found, Staff will review the Application with the Member and determine if the Application and the architectural plans for the Alteration are complete and if the proposed Alteration would comply with the Third Architectural Alteration Standards ("Standards").

- A. If Staff determines that the Application or architectural plans are not complete, the Application will be returned to the Member with a request for additional information.
- B. If Staff or the Committee determines that the Application requests an Alteration where a previous alteration was approved on the condition that further alterations would not be approved, the Application will be returned to the Member with an explanation of why it cannot be considered.

C. If Staff determines that:

- (1) the Application is complete; and
- (2) the Application can be considered because there is no record that a prior alteration was approved on the condition that further alterations would not be approved; and
- (3) the proposed Alteration, as described in the complete Application and architectural plans, would meet all of the requirements of the Standards and other approved Mutual and Staff Policies;

then Staff will send, *via First Class Mail*, a notice of the Application's completeness to the Member. Included within that notice of completeness, will be a reminder that, in accordance with the Mutual's CC&Rs, the existence in the Mutual of a prior Alteration comparable to an Alteration being sought by a Member shall have no precedential value, and shall not obligate in any way Staff, the Committee or the Board to approve any subsequent Manor Alteration Application.

D. If Staff's field investigation into the Application resolves any questions and confirms that the Alteration meets all of the requirements of the Standards and other approved Mutual and Staff Policies, and would not affect the Resident(s) or Owner(s) of a neighboring Manor, then Staff will process the Application as a Standard Request and approve the Application within 60 days after sending the notice of the Application's completeness. Go to Step 78.

E. If, however, Staff determines that the proposed Alteration does not meet all of the requirements of the Standards and other approved Mutual and Staff Policies, or could affect the Resident(s) or Owner(s) of a neighboring Manor, or could require a Common Area Agreement, then Staff will process the Application as a Variance Request, prepare a report and recommendations, refer the Application and the report to the Committee, send a Neighbor Awareness Notice to the Owner of any Affected Manor (see Appendix 1), and schedule an Open Session meeting before the Committee. Go to Step 2.

**STEP 2: Determine Whether the Proposed Alteration, Which Staff Has Determined Should Be Processed as a Variance Request, Would Be Located Within the Manor's Separate Interest; Would Be To, Upon, or Within the Manor's Exclusive Use Common Area; or Would Be Upon or Over the Mutual's General Common Area.**

All of the Manors within the Mutual are Condominiums, which are the residences in a specific type of common interest development that is described in the Davis-Stirling Common Interest Development Act <sup>1</sup> ("Davis-Stirling Act"). Each of the Manors within the Mutual is also within the geographic boundaries of one of the 59 original condominium Projects within Laguna Woods Village. The mutual homeowner

1/ See California Civil Code §4000, *et seq.*



associations of those original condominium Projects were subsequently merged into the one Third Laguna Hills Mutual. Maps showing the geographic boundaries of each of the original Projects are available at [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com) or at Resident Services.

A. If Staff or the Committee determines that the proposed Alteration would be constructed entirely within the Manor's Separate Interest, go to Step 3.

B. If Staff or the Committee determines that the proposed Alteration would be constructed entirely or partially in, upon, or within the Manor's Exclusive Use Common Area, go to Step 4.

C. If Staff or the Committee determines that the proposed Alteration would be constructed entirely or partially upon or over the Mutual's general Common Area, go to Step 5.

**STEP 3: Application for a Manor Alteration To Be Constructed Entirely within the Manor's Separate Interest That Staff Has Determined Should Be Processed as a Variance Request.**

If the proposed Alteration would be constructed entirely within the Manor's Separate Interest, but Staff initially determines that the Application would not fully comply with the Standards and other approved Staff and Mutual Policies, Staff and the Committee will review the circumstances surrounding the Application as a Variance Request.

A. If after further review, Staff and the Committee determine that the proposed Alteration would, in fact, fully comply with the Standards and other approved Staff and Mutual Policies, and would not unreasonably affect the Resident(s) or Owner(s) of a neighboring Manor, Staff will revert to processing the Application as a Standard Alteration. Go to Step 17.

B. If after further review, Staff and the Committee determine that the proposed Alteration would not fully comply with one or more of the Standards and other approved Staff and Mutual policies, but would not impair the structural integrity or mechanical systems of the surrounding building or lessen its support, the Committee may, but is not required to, approve the Application, or the Committee may approve the Application conditional upon the non-conformance being corrected. See California Civil Code § 4760 and, as applicable, successor statutes. Go to Step 7.

C. If the proposed Alteration would be to facilitate access to the Manor by persons with a physical disability, or to alter existing conditions which could be hazardous to such persons, the Committee may approve the Application if it otherwise conforms to the conditions required by California Civil Code §4760(a)(2) and, as applicable, successor statutes, as well as any applicable federal or state fair housing and discrimination standards. Go to Step 7.

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D. If the proposed Alteration would not satisfy any of the foregoing conditions in this Step 3, then the Committee should deny the Application. Go to Step 7.

**STEP 4: Application for a Manor Alteration To Be Constructed Entirely within the Manor's Exclusive Use Common Area That Staff Has Determined Should Be Processed as a Variance Request.**

If the proposed Alteration would be constructed entirely within the Manor's Exclusive Use Common Area, but Staff initially determines that the Application would not fully comply with the Standards and other approved Staff and Mutual Policies, Staff and the Committee will review the circumstances surrounding the Application as a Variance Request.

A. If after further review, Staff and the Committee determine that the proposed Alteration would, in fact, fully comply with the Standards and other approved Staff and Mutual Policies, and would not unreasonably affect the Resident(s) or Owner(s) of a neighboring Manor, Staff will revert to processing the Application as a Standard Alteration. Go to Step 17.

B. If after further review, Staff and the Committee determine that the proposed Alteration would not fully comply with one or more of the Standards and other approved Staff and Mutual policies, but would not impair the structural integrity or mechanical systems of the surrounding building or lessen its support, the Committee may, but is not required to, approve the Application, or may approve the Application conditional upon the non-conformance being corrected. See California Civil Code §4760 and, as applicable, successor statutes. Go to Step 6.

C. If the Committee determines that the proposed Alteration would eliminate or correct an encroachment onto the Manor's Exclusive Use Common Area due to errors in the Manor's original construction, ground settlement, structural shifting, or any other cause, unless the encroachment was due to the willful conduct of the Member, the Committee will refer the Application to the Board, which may, but is not obligated to, approve the Application. Go to Step 6.

D. If the Committee determines that the proposed Alteration would be to facilitate access to the Manor by persons with a physical disability, or to alter existing conditions which could be hazardous to such persons, the Committee may approve the Application if it otherwise conforms to the conditions required by California Civil Code §4760(a)(2) and, as applicable, successor statutes, as well as any applicable federal or state fair housing and discrimination standards. Go to Step 6.

E. If the Committee determines that the proposed Alteration would be for the installation in the Member's Exclusive Use Common Area, such as a garage or designated parking space, of an electric vehicle charging station that meets the requirements of California Civil Code §4745, the Committee may, but is not obligated to,

other than to be in compliance with the requirements of California Civil Code §4745, and, as applicable, successor statutes, approve the Application. Go to Step 6.

F. If the proposed Alteration would not satisfy any of the foregoing conditions in this Step 4, then the Committee should deny the Application. Go to Step 7.

**STEP 5: Application for Manor Alteration To Be Constructed Entirely or Partially Upon or Over the Mutual's General Common Area Will Be Processed as a Variance Request.**

If Staff determines that the proposed Alteration would be constructed entirely or partially upon or over any of the Mutual's general Common Area, Staff and the Committee will investigate the circumstances surrounding the Application as a Variance Request.

A. If after further review, Staff and the Committee determine that the proposed Alteration would fully comply with the Standards and other approved Staff and Mutual Policies, and would not unreasonably affect the Residents or Owners of a neighboring Manor, the Committee may, but is not required to, approve the Application. Go to Step 6.

B. If the Committee determines that the proposed Alteration would eliminate or correct an encroachment onto the Mutual's general Common Area due to errors in the Manor's original construction, ground settlement, structural shifting, or any other cause, unless the encroachment was due to the willful conduct of the Member, the Committee will refer the Application to the Board, which may, but is not obligated to, approve the Application. Go to Step 6.

C. If the Committee determines that the proposed Alteration would be to facilitate access to the Manor by persons with a physical disability, or to alter conditions which could be hazardous to these persons, the Committee may approve the Application if it otherwise conforms to the conditions imposed by California Civil Code §4760(a)(2) and, as applicable, successor statutes, as well as any applicable federal or state fair housing and discrimination standards. Go to Step 6.

D. If the Committee determines that the proposed Alteration would require reasonable access through or across the Mutual's general Common Area for installation of utility lines or meters as part of the installation in the Member's Exclusive Use Common Area, such as a garage or designated parking space, of an electric vehicle charging station that meets the requirements of California Civil Code §4745, the Committee may, but is not obligated to, other than to be in compliance with the requirements of California Civil Code §4745, as applicable, and successor statutes, approve the Application. Go to Step 6.

E. If the Committee determines that the proposed Alteration would be for the installation, in or on the Mutual's general Common Area that is not Exclusive Use Common Area, of an electric vehicle charging station for the exclusive use of the

Member, the Committee may, but is not obligated to, other than to be in compliance with the requirements of California Civil Code §4745, approve the Application, but only if installation in the Member's garage or designated parking space is impossible or unreasonably expensive. In such cases, the Member shall comply with all of the requirements of California Civil Code §4745(f), as applicable, and successor statutes. Go to Step 6.

F. If the Committee determines that the proposed Alteration would be upon or over a part of the Mutual's general Common Area that is an entryway area which is "trapped" between Manors in an area which is generally inaccessible and not of general use to other Members/Residents,<sup>2</sup> and the Owners of both Manors agree to the proposed Alteration, the Committee will refer the Application to the Board, which may, but is not obligated to, approve the Application. Go to Step 6.

G. If the Committee determines that the proposed Alteration:

- (1) would be upon or over the Mutual's general Common Area; and
- (2) would be beneficial to the applicant Member or Residents, but would not be generally accessible and not of general use to other Residents or Members; and
- (3) would require construction of an enclosure or otherwise encroach into the third (vertical) dimension of the Mutual's general Common Area;

then Staff and the Committee will investigate the circumstances surrounding the Application, and the Committee will refer the Application to the Board, which may, but is not obligated to, approve the Application only if all of the following objective factors are present:

- (a) There is an existing wall of at least 18 inches in height, which already encloses the general Common Area where the proposed Alteration would be located and which has been in place for at least 30 years and has a previously approved Mutual Consent; and
- (b) The proposed Alteration would not unreasonably impact the aesthetic aspects of the architectural design of the community, as described in Article X, Section 1(e) of the CC&Rs, which may take into account, without limitation, the

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<sup>2/</sup> This Section F refers to a proposed Alteration that would lay a concrete slab over a horizontal (two-dimensional) section of the general Common Area that is "trapped" between the opposing side doors of the garages of two adjoining Manors with a common wall. The historical record indicates that these small areas may have been originally left as uncovered dirt. It probably would have been better to cover this area between the Manors with a small concrete slab during the original construction to allow entry and exit from the garages without having to step onto muddy ground in the event of rain. Only a few of these "trapped" areas may remain unaltered today. This provision is included "just in case" this construction omission has not already been rectified.

impact of the view of the Alteration from an adjacent Manor, but no right to or protection of a view shall be created or implied by such consideration; and

(c) The encroachment into the third (vertical) dimension would not impede ingress or egress of other Owners or Residents onto any adjacent general Common Area or impede community maintenance staff from going into or across any adjacent general Common Area; and

(d) The proposed area of the Alteration can only be reasonably accessed through or benefit the Applicant's Manor; and

(e) The proposed Alteration would not negatively impact the ability of a neighboring Manor to make a similar future alteration.<sup>3</sup>

Go to Step 6.

H. If the Committee determines that the proposed Alteration would be located partially or entirely upon or over a part of the Mutual's general Common Area that could reasonably be accessible to or used by or for the benefit of other Mutual Members, but would be "*de minimus and necessary*" (see Appendix 2, *Definitions*) for the continued use of the Applicant's Manor, the Committee will refer the Application to the Board, which may, but is not obligated to, approve the Application. Go to Step 6.

I. If none of the foregoing limiting conditions in this Step 5 is met, and the proposed Alteration would not require amending the Condominium Plan of the original condominium Project wherein the applicant's Manor is located, the Board may, but is not obligated to, approve the proposed Alteration only if the Applicant obtains, at his/her own expense, the prior written approval of at least ~~sixty-seven~~ (67 percent%) of the Members in the original condominium Project wherein the applicant's Manor is located. See California Civil Code §4600, and any successor statutes as applicable. The process to obtain the requisite votes is set forth by the Mutual and is available from Staff. The voting process will be regulated by a consultant contracted by the Mutual to mail secret ballots to the current Members of record within the original Project where the Applicant's Manor is located. The cost for mailing and processing ballots is set forth on the Mutual's fee sheet, which is available from Staff. The fee will be charged to the Member. Go to Step 6.

J. If none of the foregoing limiting conditions in this Step 5 is met and the proposed Alteration would require amending the Condominium Plan of the original Project

3/ This Section G, refers to a proposed Alteration that would enclose a three-dimensional space, typically on an existing patio or courtyard slab. An Alteration extending vertically into the Mutual's general Common Area is just as problematic as a horizontal extension would be. Examples of proposed Alterations that might have to be treated as a Variance Application would be: a trellis cover, a sun room, an expanded room addition, or rooftop solar panels. In some cases, where a "grandfathered" concrete slab or wall has been in place for many years, the footprint of such a proposed Alteration could also extend a few feet beyond the Manor's designated Exclusive Use Common Area onto or over the Mutual's general Common Area.

wherein the Applicant's Manor is located, the Board may, but is not obligated to, approve the proposed Alteration only if the Member obtains, at his/her own expense, the prior written approval of the proposed Alteration by:

- (1) the Mutual Members owning 100 percent of the Separate Interests in that original condominium Project; and
- (2) the trustee or beneficiary of each recorded deed of trust, and the mortgagee of each recorded mortgage encumbering the Separate Interests in that original condominium Project.

See California Civil Code §4295, as applicable, and any successor statutes. The process to obtain the requisite votes is set forth by the Mutual and is available from Staff. The voting process will be regulated by a consultant contracted by the Mutual to mail secret ballots to the current Members of record within the original Project where the Applicant's Manor is located. The cost for mailing and processing ballots is set forth on the Mutual's fee sheet, which is available from Staff. The fee will be charged to the Member. Go to Step 6.

K. If the proposed Alteration would not satisfy any of the foregoing conditions in this Step 5, then the Committee should deny the Application. Go to Step 7.

**STEP 6: Circumstances When the Mutual Will Require a Recordable Common Area Agreement.**

Before Staff, if authorized to do so, the Committee or the Board gives final approval for any proposed Alteration to, on, or within a Manor's Exclusive Use Common Area, or upon or over the Mutual's general Common Area, including, but not limited to, moving, adding or changing any walls, floors or ceilings, the Mutual will require that the Applicant execute a recordable Common Area Agreement, which will serve as a Covenant that Runs with the Land/Equitable Servitude.

Some examples of Alteration Applications when the Common Area Agreement shall be required are:

- A. The proposed Alteration would eliminate or correct an encroachment onto the Manor's Exclusive Use Common Area or to the Mutual's general Common Area due to errors in the Manor's original construction, ground settlement, structural shifting, or any other cause, unless the encroachment was due to the willful conduct of the Member; or
- B. The proposed Alteration would facilitate access to the Manor by persons with a physical disability, or to alter conditions which could be hazardous to these persons; or
- C. The proposed Alteration would provide reasonable access through or across the Mutual's general Common Area for installation of utility lines or meters as part of the installation in the Member's Exclusive Use Common Area, such as a garage or

designated parking space, of an electric vehicle charging station that meets the requirements of California Civil Code §4745; or

D. The proposed Alteration would be for the installation, in or on the Mutual's general Common Area that is not Exclusive Use Common Area, of an electric vehicle charging station for the exclusive use of the Member, which charging station meets the requirements of California Civil Code §4745(f); or

E. The proposed Alteration would be "*de minimus and necessary*" and located on the Mutual's general Common Area; or

F. The proposed Alteration would be located on an area that is designated as general Common Area (i.e. in the recorded Condominium Plan), but is an entryway area which is "trapped" between Manors in an area that is generally inaccessible and not of general use to other Members/Residents, and the Owners of both Manors agree to the proposed Alteration; or

G. The proposed Alteration would include an enclosure that extends into the third (vertical) dimension of the Mutual's general Common Area and meets the requirements of Step 5.GF., above.

H. The proposed Alteration would be located on or over the Mutual's general Common Area, but would not require amending the Condominium Plan, and the Member has obtained the prior written approval of at least 67 percent of the Members in the original Condominium Project wherein the applicant's Manor is located, and the Board has approved the Alteration Application.

I. The proposed Alteration would be located on or over the Mutual's general Common Area, and would require amending the Condominium Plan, and the Member has obtained the prior written approval of 100 percent of the Members in the original Condominium Project wherein the applicant's Manor is located, and has also obtained the written approval of the trustee or beneficiary of each recorded deed of trust and the mortgagee of each recorded mortgage encumbering the Separate Interests in that original Condominium Project, and the Board has approved the Alteration Application.

Go to Step 7.

**STEP 7: Staff Will Notify the Member If The Application Is Approved or Denied.**

Whether Staff decides to approve the Application as a Standard Alteration, or the Committee or the Board decides to approve or, for any reason, to deny any part or all of the Application for a proposed Alteration, Staff will notify the applicant Member of the decision, within 60 days after the notice of the Application's completeness was mailed, in accordance with the Mutual's Governing Documents.

A. If the Application is denied, that notification will include any necessary information about the Member's right to appeal the Committee's decision to the Board for reconsideration, along with a brief description of the reasons for the Committee's denial of the Application.

B. If the Application is approved, that notification will include the Consent for Manor Alterations, the Standard Manor Alteration Conditions of Approval, and the Common Area Agreement, if applicable. Go to Step 8.

**STEP 8: Staff Will Monitor the Construction of the Alteration to Confirm That It Conforms to the Terms of the Mutual's Manor Alterations Permit.**

After the Manor Alterations Permit is issued, Staff will prepare and have posted in a window or on the garage door, facing the street, the Mutual Alteration Permit and any required City Permit, and have posted or emailed/mailed to the last known mailing address on file, a Neighbor Courtesy Notice of Alterations to inform neighbors of the approved Alteration. The Notice gives neighbors information on the Alteration and the Mutual's policies regarding noise, parking, and the prohibition of dumping construction materials in the Mutual's dumpsters.

When construction is complete, Staff will inspect the completed Alteration for consistency with the Application and architectural plans, Conditions of Approval, Architectural Standards, and Mutual Alteration policies. Staff will coordinate with the City of Laguna Woods to assure the City permit has been finalized, if applicable. When the Alteration has met all of the Staff, Mutual and City requirements, Staff will issue the final approval certificate for the Alteration.



## **APPENDIX 1**

### **SEND NEIGHBOR AWARENESS NOTICE TO OWNERS OF AFFECTED MANORS.**

A. In the case of all Applications where the Resident(s) or Owner(s) of a neighboring Manor or Manors could be affected by the proposed Alteration ("Affected Manor"), Staff will send, *Via Regular Mail* and e-mail (if available), a Neighbor Awareness Notice to the last known addresses on file of the record Owner(s) of the Affected Manor(s) notifying them that they may present any concerns they have at the next open meeting of the Committee scheduled for a date not less than ten calendar days after the Neighbor Awareness Notice is mailed.

B. The Committee will hear any comments or objections regarding the proposed Alteration expressed by the Resident(s) or Owner(s) of Affected Manors at its monthly Open Sessions and review any written responses to Notices that are submitted by Resident(s) or Owner(s) of Affected Manors. The Committee will consider those comments or objections regarding the proposed Alteration by the Resident(s) or Owner(s) of the Affected Manors only if those comments or objections are heard in person at the noticed Open Session or received in writing, not later than two business days, prior to the noticed Open Session. Otherwise, the Committee will presume that a resident or Owner of an Affected Manor, who does not respond in person or in writing, has no comments or objections regarding the proposed Alteration.

C. The objection by a Resident or Owner of an Affected Manor to the proposed Alteration does not necessarily determine whether the Alteration will or will not be approved, inasmuch as the Committee, with recommendation to the Board, has the unilateral right to make that determination. If the Committee determines that the proposed Alteration would cause an unreasonable burden to a Resident or Owner of an Affected Manor that cannot be mitigated by conditions of approval, the Committee, subject to endorsement by the Board, will balance the interests of those other Resident(s) or Owner(s) against the interests of the Member submitting the Application and determine what is in the best interests of the Third Mutual community.

D. If the Committee, or Board, decides to deny the Application because the Alteration would cause an unreasonable burden to a Resident or Owner of an Affected Manor and would not be in the best interests of the Third Mutual community, then Staff will notify the Applicant in accordance with Step 7, above.

## **APPENDIX 2**

### **DEFINITIONS**

**Affected Manor** is defined generally as any neighboring Manor that is within 150 feet of the proposed Alteration, and from any part of which the proposed Alteration could be seen once the Alteration is made or constructed as proposed, or any neighboring Manor that is close enough to the Manor where the proposed Alteration would be made or constructed such that the residents of the neighboring Manor could be affected by any noise, dust, odors, etc., caused by the making or construction of the proposed Alteration.

**Alteration** is defined generally as any structural change to the interior of a Manor, its mechanical systems or the structural integrity of the building; or any physical, structural or cosmetic change to the exterior of a Manor, including the Separate Interest, Exclusive Use Common Area, adjacent general Common Area, or any prior grant of Exclusive Use of Common Area. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article X, Architectural Control Committee, dated April 11, 1988*. See also California Civil Code §4765 and successor statutes as applicable.

**Application** is defined generally as a written request submitted by a Member to Staff or the Committee, in a form required by the Mutual's Governing Documents, to make an Alteration to the Manor, including the Separate Interest, Exclusive Use Common Area, adjacent general Common Area, or any prior grant of Exclusive Use of Common Area. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article X, Architectural Control Committee, dated April 11, 1988*. See also California Civil Code §4765 and successor statutes as applicable.

**Board** is defined generally as the Mutual's Board of Directors, elected or appointed as applicable as provided in the Mutual's corporate Bylaws. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 5, and Article X, Architectural Control Committee, dated April 11, 1988*. See also California Civil Code §4765 and successor statutes as applicable.

**Committee** is defined generally as the Mutual's Architectural Control and Standards Committee, which the Board has appointed and charged to oversee and maintain the Mutual's established standards of conformity, harmony and structural integrity of the internal and external design of the existing residential structures within the Mutual's condominium community. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 2, and Article X, Architectural Control Committee, dated April 11, 1988*. See also California Civil Code §4765 and successor statutes as applicable.

**Common Area** is defined generally as the entire condominium project, except the Separate Interests. <sup>4</sup> See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 9*, dated April 11, 1988. See also California Civil Code §4095 and successor statutes as applicable.

**Common Area Agreement** is defined generally as a recordable agreement between the Mutual and a Member regarding Exclusive Use of Common Area.

**Condominium** is defined generally as an ownership interest in real property consisting of a Separate Interest, a related Exclusive Use Common Area, and an undivided real estate interest in the condominium project's general Common Area. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 11*, dated April 11, 1988. See also California Civil Code §4125 and successor statutes as applicable.

**Condominium Plan** is defined generally as the original condominium plan that was recorded with each of the original CC&Rs of the 59 individual Homeowner Associations, which were merged into the Third Laguna Hills Mutual. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 29*, dated April 11, 1988. See also California Civil Code §4120 and successor statutes as applicable.

**Covenants, Conditions and Restrictions** or "**CC&Rs**" is defined generally as the essentially identical "Amended and Restated Declaration of Covenants, Conditions and Restrictions" of the 59 original Projects' Mutual Homeowner Associations, which were merged into the Third Laguna Hills Mutual on or about April 11, 1988. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions*, dated April 11, 1988. See also California Civil Code §4135 and successor statutes as applicable.

**de minimus and necessary** is defined generally to mean a maximum of several square feet, as necessary and appropriate to accommodate for example a heating unit, an air conditioning unit, or similar equipment necessary to the habitability of a Member's Manor. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article XXII*, dated April 11, 1988. See also California Civil Code §4215 and successor statutes as applicable.

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4/ In a condominium project such as the Mutual, each Member owns, as tenant in common with the other Members, an undivided real estate interest in the general Common Area. See California Civil Code §§4125, 4500 and successor statutes as applicable. The Common Area is not owned by the Mutual, even though the Mutual does have certain management and maintenance rights and responsibilities regarding the general and Exclusive Use Common areas, as described in the Condominium Declaration of each of the 59 original mutual homeowner associations, which have subsequently been merged into the one Third Laguna Hills Mutual. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article IV, Management*, dated April 11, 1988.

**Exclusive Use Common Area** or **Limited Common Area** is defined generally as a portion of the Mutual's Common Area that is designated as such on the original Project's Condominium Plan and intended for the exclusive use of one or more, but fewer than all, of the owners of the Separate Interests, and is usually adjacent to the Separate Interest (Manor), including individually assigned carports.<sup>5</sup> See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article VII, Limited Common Areas*, dated April 11, 1988. See also California Civil Code §4145 and successor statutes as applicable.

**Governing Documents** is defined generally as the Mutual's Articles of Incorporation; Corporate Bylaws; Amended and Restated Declaration of Covenants, Conditions and Restrictions; Condominium Plan; and Operating Rules, all of which govern the Condominium. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 21*, dated April 11, 1988. See also California Civil Code §§4150, 4135, 4120, 4250, 4280, 4285, 4340, 4350 and successor statutes as applicable.

**Manor** is defined generally as a Member's residential living space, including the Member's Separate Interest or Unit, and any Exclusive Use Common Area or Limited Common Area assigned or appurtenant to that Separate Interest or Unit. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article 1, Definitions, Section 40, "Unit"*, dated April 11, 1988. See also California Civil Code §4145, "Exclusive Use Common Area and §4185, "Separate Interest", and successor statutes as applicable.

**Member** is defined generally as each person entitled to membership in the Mutual as provided in the Governing Documents. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article 1, Definitions, Section 24*, dated April 11, 1988. See also California Civil Code §4160 and successor statutes as applicable.

**Mutual** is defined generally as the Third Laguna Hills Mutual, a California non-profit mutual benefit corporation, the successor by merger to Laguna Hills Mutual No's 22 through 84, but excluding No's 50, 67, 76 and 79. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article 1, Definitions, Section 26*, dated April 11, 1988. See also California Civil Code §4800 and successor statutes as applicable.

**Neighbor Awareness Notice** is defined generally as a notice sent, *Via Regular Mail* and e-mail (when available), by Staff to the Owner(s) of any Affected Manor notifying

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5/ In the Third Laguna Hills Mutual, the Exclusive Use Common Areas appurtenant to each Manor were established by the Condominium Plans of the 59 original Projects, which were developed in phases over several years. Those Plans were filed with the California Bureau of Real Estate and recorded with the Orange County Clerk/Recorder as those Projects were phased in over several years ~~by~~ by the Projects' original developer, Rossmoor Corporation, and its successor, Oaklawn Homes, Inc.

them that an Application to make an Alteration to a neighboring Manor has been filed and that any comments or objections they may have to the proposed Alteration can be made in person or in writing to the Committee.

**Operating Rules** is defined generally as the rules and procedures adopted from time to time by the Mutual's Board, including, but not limited to, the Mutual's Architectural Review Procedures and Architectural Alteration Standards. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article X, Architectural Control Committee, dated April 11, 1988*. See also California Civil Code §§4340, 4350 and successor statutes as applicable.

**Owner** is defined generally as the person or persons, partnership, trust, or corporation, and their successors and assigns, in whom title to a Condominium is vested, but does not include a holder of a mortgage or other security interest. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 28, dated April 11, 1988*.

**Project** is defined generally as one of the original Laguna Hills Mutual Projects, No's 22 through 84, but excluding No's 35, 78, 79 and 80. All of those Projects have been merged into the Third Laguna Hills Mutual for administrative purposes, but each of those Projects has retained separate CC&Rs, Plat Maps, Condominium Plans, and Legal Descriptions. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 30, dated April 11, 1988*.

**Resident** is defined generally as "the Qualifying Resident and each Co-occupant who resides in the same Unit." See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article 1, Definitions, Section 35, dated April 11, 1988*.

**Separate Interest** or **Unit** is defined generally as the airspace within the walls of an individual Manor, but includes also the doors; windows; kitchen, bathroom and lighting fixtures; and utility installations, such as hot water heaters and space heaters. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 40, dated April 11, 1988*. See also California Civil Code §4185 and successor statutes as applicable.

**Standards** is defined generally as a series of written architectural standards that have been previously considered and pre-approved by the Committee and the Board as applicable generally to Alterations made to any Manor within the Mutual, or sometimes specifically applicable only to certain Manor floor plans. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article X, Architectural Control Committee, Section 1, Clause (e), dated April 11, 1988*. See also California Civil Code §4765 and successor statutes as applicable.

**Variance Request** is defined generally as an Application by an Owner to make a Manor Alteration that, for whatever reason, does not meet all the requirements of the applicable Standards and Mutual and Staff polices that have previously been pre-approved by the Committee and the Board, and therefore must be considered as a unique Application by the Committee and, if denied, by the Board. See e.g., *Laguna Hills Mutual #22, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Article X, Architectural Control Committee, dated April 11, 1988*. See also California Civil Code §4765 and successor statutes as applicable.