



**THIRD REGULAR OPEN MEETING OF THE THIRD LAGUNA HILLS MUTUAL  
BOARD OF DIRECTORS A CALIFORNIA NON-PROFIT MUTUAL BENEFIT  
CORPORATION**

**Tuesday, January 16, 2018 - 9:30 AM  
Laguna Woods Village Community Center Board Room 24351 El Toro Road**

**NOTICE OF MEETING AND AGENDA**

- 1. Call meeting to order / Establish Quorum**
- 2. Pledge of Allegiance – President diLorenzo**
- 3. Acknowledge Media**
- 4. Approval of Agenda**
- 5. Approval of Minutes**
  - 5a. December 19, 2017, Regular Open Session
- 6. Report of the Chair**
- 7. Open Forum (Three Minutes per Speaker)** - *At this time Members may address the Board of Directors regarding items not on the agenda and within the jurisdiction of this Board of Directors. There is a maximum time limit of three minutes per speaker and a speaker may only address the Board once during this period. The Board reserves the right to limit the total amount of time allotted for the Open Forum.*
- 8. Responses to Open Forum Speakers**
- 9. Update from VMS - Marcy Sheinwold**
- 10. CEO Report**
- 11. Consent Calendar** - *All matters listed under the Consent Calendar are recommended for action by committees and will be enacted by the Board by one motion. In the event that an item is removed from the Consent Calendar by*

*members of the Board, such item(s) shall be the subject of further discussion and action by the Board.*

11a. Architectural and Control and Standards Committee Recommendations:

Approve 3174-C (Las Flores, PL104RC) Replace Patio Enclosure with Room Addition

Deny 5585-B Via Dicha (Gilad) – Driveway Pavers

11b. Landscape Committee Recommendations:

Approve 5585-B Via Dicha (Gilad) – Tree Removal – Fern Pine

Deny (1) Approve (1) 5412 Via Carrizo (Kim) – Tree Removal – American Sweet Gum

11c. Finance Committee Recommendations:

Approve Resolution to **Record Lien** against Member's ID; 931-371-09

Approve Resolution to **Record Lien** against Member's ID; 931-480-42

Approve Resolution to **Record Lien** against Member's ID; 934-901-41

Approve Resolution to **Record Lien** against Member's ID; 931-510-33

**12. Unfinished Business**

None

**13. New Business**

13a. Introduce a Resolution an Anti-Discrimination Policy (**initial notification - postpone 30-days for Member comments and suggestions to conform to the notification requirement**)

13b. Introduce a Resolution for New Alteration Standard Section 47: Bathroom Splits (**initial notification - postpone 30-days for Member comments and suggestions to conform to the notification requirement**)

13c. Introduce a Resolution for Alteration Standards for 10: Exterior Doors, 11: Exterior Floor Covering, 12: Exterior Wall Attachments and 13: Fenses, Wrought Iron (**initial notification - postpone 30-days for Member comments and suggestions to conform to the notification requirement**)

13d. Entertain a Motion Approving a Resolution of the Committee Appointments

**14. Committee Reports** - *Before an action item is open for discussion a motion and a second must be recognized by the Chair. After the Board discusses the issue, the Chair will open the floor to the audience for comment. A Member may only address the Chair once for each agenda item. There is a maximum time limit of three minutes on items before the Board. The Board reserves the right to limit the total amount of time allotted.*

- 14a. Report of the Finance Committee / Financial Report - Director Parsons - Next meeting , February 6, 2018, at 1:30 p.m. in the Board Room
- 14b. Report of the Architectural Controls and Standards Committee - Director Moldow - Next meeting January 22, 2018, at 9:30 a.m. in the Sycamore Room
- 14c. Report of the Maintenance and Construction Committee - Director Moldow - Next Meeting February 5, 2018, at 1:00 p.m. in the Board Room
  - Report of the Parking Task Force - Director Frankel
  - Report of the Garden Villa Golf Cart Task Force - Director Frankel
- 14d. Report of the Landscape Committee - Director Tung - Next Meeting February 1, 2018, at 9:00 a.m. in the Board Room
- 14e. Report of the Laguna Woods Village Traffic Hearings - Director Zalon - Next Hearing January 17, 2018, at 9:00 a.m. in the Board Room and 1:00 p.m. in the Cypress Room.
- 14f. Report of the Communications Committee - Director Baum - Next Meeting March 14, 2018, at 1:30 a.m. in the Cypress Room
- 14g. Report of the Energy and Technology Committee - Director Walsh - Next Meeting February 7, 2018, at 1:30 a.m. in the Cypress Room
- 14h. Report of the Water Committee - Director Tung - Next Meeting February 13, 2018, at 11:00 a.m. in the Cypress Room.
- 14i. Report of the Resident Policy and Compliance Task Force - Director Baum - Next Meeting TBA

**15. GRF Committee Highlights**

- 15a. Community Activities Committee - Next Meeting March 8, 2018, at 2:00 p.m. in the Board Room
- 15b. Finance Committee - Next Meeting February 21, 2018, at 1:30 p.m. in the Board Room

- 15c. Maintenance & Construction Committee - Next Meeting , February 14, 2018, at 9:30 a.m. in the Board Room
- 15d. Media and Communications Committee - Next Meeting February 19, 2018 at 1:30 p.m. in the Board Room
- 15e. Mobility and Vehicles Committee - Next meeting February 7, 2018, at 1:30 p.m. in the Board Room
- 15f. Security and Community Access Committee - Next Meeting February 22, 2018, at 1:30 p.m. in the Board Room
- 15g. Disaster Preparedness Task Force—Next meeting January 30, 2018, 9:30 a.m. in the Pine Room
- 15h. PAC Ad Hoc Committee – Next Meeting TBD

## 16. Future Agenda Items

*All matters listed under Future Agenda Items are Resolutions on 30-day public review or items for a future Board Meetings. No action will be taken by the Board on these agenda items. The Board will take action on these items at a future Board Meeting.*

- 16a. Resolution including Amendments to the Policy for Care and Maintenance of Patios, Balconies, Breezeways and Walkways in Three Story Buildings **(DECEMBER initial notification – postponed to January 19, 2018, for Member comments and suggestions to conform to the notification requirement)**
- 16b. Resolution including Section 1: General Requirements for all Alteration Standards **(DECEMBER initial notification – postponed to January 19, 2018, for Member comments and suggestions to conform to the notification requirement)**
- 16c. Resolution including Amendments to Alteration Standard Section 4: Air Conditioning Units/Heat Pumps **(DECEMBER initial notification – postponed to January 19, 2018, for Member comments and suggestions to conform to the notification requirement)**
- 16d. Resolution including Amendments to Alteration Standard Section 6 – Block Walls **(DECEMBER initial notification – must postponed to January 19, 2018, for Member comments and suggestions to conform to the notification requirement)**
- 16e. Resolution to Revise Alteration Standards 5a, 5b, 5c: Satellite Dishes
- 16f. Resolution to require Mandatory Water Heater Replacement During Resale

## 17. Director's Comments

- 18. Recess** - *At this time the Meeting will recess for lunch and reconvene to Executive Session to discuss the following matters per California Civil Code §4935.*

**Closed Executive Session Agenda**

*Approval of Agenda*

*Approval of the Following Meeting Minutes;*

*(a) December 19, 2017 – Regular Executive Session*

*(b) December 21, 2017 – Regular Executive Session (continued)*

*(c) January 2, 2018 – Special Executive Session*

*Discuss and Consider Member Matters*

*Discuss Personnel Matters*

*Discuss and Consider Contractual Matters*

*Discuss and Consider Litigation Matters*

- 19. Adjourn**

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MINUTES OF THE REGULAR MEETING OF THE  
BOARD OF DIRECTORS OF THIRD LAGUNA HILLS MUTUAL  
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION

**December 19, 2017**

The Regular Meeting of the Third Laguna Hills Mutual Board of Directors, a California non-profit mutual benefit corporation, was held on Tuesday, December 19, 2017 at 9:30 AM, at 24351 El Toro Road, Laguna Woods, California

Directors Present: Rosemarie diLorenzo, Bill Walsh, James Tung, Burt Baum, Steve Parsons, Susan Caine, Bunny Carpenter, John Frankel, Bert Moldow, Jules Zalon and Roy Bruninghaus (introduced)

Directors Absent: None

Staff Present: Open Session: Brad Hudson, Lori Moss and Cheryl Silva  
Executive Session: Brad Hudson, Tim Moy, Francis Rangel, Michelle Vieane, Cheryl Silva and Leslie Cameron

Others Present: VMS: Donna Dwaileebe, Marcy Shimon and Dennis O'Connor

Executive Session: Sandra L. Gottlieb, Esq. of Swedelson Gottlieb

**1. CALL TO ORDER**

Rosemarie diLorenzo, President of the Corporation, chaired and opened the meeting, and stated that it was a Regular Meeting held pursuant to notice duly given. A quorum was established, and the meeting was called to order at 9:31 a.m.

**2. PLEDGE OF ALLEGIANCE**

Director Tung led the Membership in the Pledge of Allegiance.

**3. ACKNOWLEDGEMENT OF MEDIA**

The Globe and the Channel 6 Camera Crew, by way of remote cameras, were acknowledged as present.

#### **4. APPROVAL OF AGENDA**

Director Frankel made a motion to approve the agenda as corrected. Agenda item 12d was moved to New Business 13d. Director Parsons seconded the motion and it passed unanimously.

#### **5. APPROVAL OF THE MINUTES**

- 5a. November 16, 2017 Regular Open Session
- 5b. December 4 2017 Special Open Session – Strategic Plan
- 5c. December 6, 2017 Special Open Session – VMS Board Appointment
- 5d. December 8, 2017 Agenda PREP Open

Director Moldow made a motion to approve the minutes as presented. Director Parsons seconded the motion and it passed unanimously.

#### **6. REPORT OF THE CHAIR**

President diLorenzo introduced Roy Bruninghaus, the new Third Board Member. The new Third VMS Board Member is Dennis O'Connor. Association monthly assessments can be paid through the EZ Pay form and the CEO will get a contact number out to the community if they have questions about their payment. Encouraged residents to get involved and volunteer for the Committees. The Corporate Members Meeting schedule for January 30, 2108 at 9:30 a.m. in the Board Room was announced.

#### **7. OPEN FORUM**

Several members commented about tree trimming, maintenance schedule, breezeway cleaning, transfer fee, car window decals and ID card replacement fees during open forum.

#### **8. RESPONSES TO OPEN FORUM SPEAKERS**

Directors responded to member comments.

Director Moldow commented that the maintenance schedule is posted on the LWV Website.

President diLorenzo asked staff to go back to \$25 card replacement fee until the issue can be resolved.

#### **9. UPDATE FROM VMS**

Dennis O'Connor, VMS Director, commented on the excellent management team. Recent maintenance improvements and projects have saved our community. We now have a disaster preparedness task force and soon Resident Services will have a "One Call" call center.

#### **10. REPORT OF THE CEO**

CEO, Brad Hudson, commented that the city is doing work near gates 1 and 5 and the El Toro Water District will be doing work near gate 9 for the reclaimed water project. In



2017 many improvements were done; dry rot/painting program, epoxy waste line improvement project, concrete/asphalt repairs, Garden Villas upgrades and landscape programs. All current year programs will be completed in mid-January. Staff is already preparing for potential heavy rains this winter by cleaning the storm drains and landscaping the slopes. Next year projects include landscape improvements: fuel load modifications, slope improvements, curb appeal, improvements to the television and internet service, new gate arm technology and Resident Services call center. These programs can only improve the property value in the community.

## **11. CONSENT CALENDAR**

### **11a. Architectural Control and Standards Committee Recommendations:**

**5212 – (Villa Paraisa on Elvira) Approve Removing Patio Enclosure and Adding Stone Veneer**

#### **RESOLUTION 03-17-138** **Variance Request**

**WHEREAS**, Mr. Harvey Lester of 5212 Elvira of Third Laguna Hills Mutual, submitted a request for a variance to remove patio enclosure for portion of enclosed patio to convert to covered open patio and add stone veneer to exterior wall features; and

**WHEREAS**, Owners of affected Manors were notified by letter on November 22, 2017, and invited to the Special Architectural Controls and Standards Committee Meeting on December 7, 2017.

**NOW THEREFORE BE IT RESOLVED**, on December 19, 2017, the Board of Directors hereby approves the request for the variance to the requesting member with the condition that the proposed alteration is constructed in accordance with the following criteria:

1. No improvement shall be installed, constructed, modified or altered at Manor **5212**, ("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 **5212** for **Replacing Enclosed Patio for Covered Open Patio and adding Stone Veneer to Unit Fascia**, subject to the attached plans stamped approved and is subject to the final inspection by

December 19, 2017

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 5212 and all future Mutual members at 5212.

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.

6. Member Owner shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment, traffic or other charge levied in connection therewith.

7. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com/residents/resident-services> and click on documents and Business Pass Application Instructions) in place to admit contractors and other invites.

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 as "Third Laguna Hill Mutual Color Selections" at Resident Services, located at the Community Center first floor.

16. 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>.

17. This approval does not change the number of bedrooms or the original maximum occupants permitted in the Manor.

18. 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.

19. 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.

20. 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.

21. The Mutual Consent for Manor Alterations expires six months after the date of approval, unless an application for an extension is submitted with fees and approved by

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the Division. Only one extension for a maximum of an additional six months may be granted.

22. 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.

23. 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 same.

**5227 – (Villa Terraza on Moya) Approve Room Addition, Room Extension, and Patio Cover**

**RESOLUTION 03-17-139**  
**Variance Request**

**WHEREAS**, Steve and Melissa Qu of 5227 Moya of Third Laguna Hills Mutual, submitted a request for a variance to request for a room addition, room extension and patio cover; and

**WHEREAS**, Owners of affected Manors were notified by letter on November 27, 2017, and invited to the Special Architectural Controls and Standards Committee Meeting on December 7, 2017.

**NOW THEREFORE BE IT RESOLVED**, on December 19, 2017, the Board of Directors hereby approves the request for the variance to the requesting member with the condition that the proposed alteration is constructed in accordance with the following criteria:

1. No improvement shall be installed, constructed, modified or altered at Manor 5227, ("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 5227 for Room Additions, Room Extensions and Entry Relocation, 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 5227 and all future Mutual members at 5227.

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.

6. Member Owner shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment, traffic or other charge levied in connection therewith.

7. Member is responsible for following the gate clearance process <http://www.lagunawoodsvillage.com/residents/resident-services> and click on documents and Business Pass Application Instructions) in place to admit contractors and other invites.

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

9. 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.

10. 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.

11. 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.

12. 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.

13. Prior to the Issuance of a Mutual Consent for Manor Alterations, the Member Owner must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed. The inspection will be a chargeable service to the Member Owner. Inspection appointments are to be made with Resident Services, by authorized persons only. Findings from the video inspection will be recorded on the chargeable service ticket for Manor Alterations staff to review.

14. 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.

15. 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.

16. Prior to the issuance of a Mutual Consent for Manor Alterations, the Member Owner shall request a Broadband infrastructure inspection to assure that Mutual property is appropriately identified in order to be addressed during construction.

17. 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 as "Third Laguna Hill Mutual Color Selections" at Resident Services, located at the Community Center first floor.

18. 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>.

19. This approval does not change the number of bedrooms or the original maximum occupants permitted in the Manor.

20. Paver install must be set in compacted subgrade.

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21. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
22. During construction, both the Mutual Consent for Manor Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
23. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
24. 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.
25. 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.
26. 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 same.

**3255-A (La Princesa, SB203RB) Approve Room Addition, Room Extension, and Patio Cover**

**RESOLUTION 03-17-140**  
**Variance Request**

**WHEREAS**, Mr. Mark E. Miller of 3255-A San Amadeo of Third Laguna Hills Mutual, submitted a request for a variance to construct a Room Addition, Room Extension, and Patio Cover; and

**WHEREAS**, Owners of affected Manors were notified by letter on November 9, 2017, and invited to the Architectural Controls and Standards Committee Meeting on November 27, 2017.

**NOW THEREFORE BE IT RESOLVED**, on December 19, 2017, the Board of Directors hereby approves the request for the variance to the requesting member with the condition that the proposed alteration is constructed in accordance with the following criteria:

1. No improvement shall be installed, constructed, modified or altered at Manor **3255-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 **3255-A** for **Room Addition, Room Extension and Patio Cover**, 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 3255-A and all future Mutual members at 3255-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, the Member Owner shall request a Broadband infrastructure inspection to assure that Mutual property is appropriately identified in order to be addressed during construction.

15. 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 as "Third Laguna Hill Mutual Color Selections" at Resident Services, located at the Community Center first floor.

16. 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>.

17. 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.

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18. 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.
19. 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.
20. 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.
21. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Owner Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
22. Mutual member shall indemnify, defend and hold harmless Third and its officers, directors, committee members and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual member's improvements and installation, construction, design and maintenance of same.
23. 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.

**3421-3A (Casa Dorado, SC24) Approval to Retain Non-Standard Front Entry Door Color**

**RESOLUTION 03-17-141**  
**Variance Request**

**WHEREAS**, Mr. Patrick Chan of 3421-3A Calle Azul of Third Laguna Hills Mutual, submitted a request for a variance to retain a non-standard color (Coral Spice) for the front entry door; and

**WHEREAS**, Owners of affected Manors were notified by letter on October 27, 2017, and invited to the Architectural Controls and Standards Committee Meeting on November 27, 2017.

**NOW THEREFORE BE IT RESOLVED**, on December 19, 2017, the Board of Directors hereby approves the request for the variance to the requesting member with the condition that the proposed alteration is constructed in accordance with the following criteria:

1. No alteration that removes the entry screen door may be performed unless the entry door is returned to a Mutual approved color.

2. No improvement shall be installed, constructed, modified or altered at Manor **3421-3A**, ("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.
3. A Mutual Consent for Manor Alterations has been granted at **3421-3A** for **Retain Non-Standard Entry Door**, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
4. 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.
5. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 3421-3A and all future Mutual members at 3421-3A.
6. Member Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, and use of Mutual property for storage of equipment or materials without prior approval. Member Owner acknowledges and agrees that all such persons are his/her invitees. Member Owner shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations. 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.
7. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invites.
8. 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.
9. 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.

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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. 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>.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

**5345-D (La Princesa, PL104A) Approval to Replace Patio Enclosure with Room Addition**

**RESOLUTION 03-17-142**  
**Variance Request**

**WHEREAS**, Mr. Rodolfo Alvarez of 5345-D Bahia Blanca W. of Third Laguna Hills Mutual, submitted a request for a variance to replace a patio enclosure with a room addition; and

**WHEREAS**, Owners of affected Manors were notified by letter on September 25, 2017, previous to the Architectural Controls and Standards Committee Meeting on October 23, 2017.

December 19, 2017

**NOW THEREFORE BE IT RESOLVED**, on December 19, 2017, the Board of Directors hereby approves the request for the variance to the requesting member with the condition that the proposed alteration is constructed in accordance with the following criteria:

1. Windows of Alteration must be consistent in style to existing windows of unit. Either new windows installed to match existing, or retrofit existing windows to match new. The roof must have a white exterior finish.
2. No improvement shall be installed, constructed, modified or altered at Manor 5345-D, ("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.
3. A Mutual Consent for Manor Alterations has been granted at **5345-D** for **Replacing Enclosed Patio with Room Addition**, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
4. 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.
5. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 5345-D and all future Mutual members at 5345-D.
6. Member Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, and use of Mutual property for storage of equipment or materials without prior approval. Member Owner acknowledges and agrees that all such persons are his/her invitees. Member Owner shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations. 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.
7. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invites.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. **Prior to the Issuance of a Mutual Consent for Manor Alterations, the Member Owner must have conducted an inspection of the waste lines, by a VMS Plumber,** to assure no repairs are needed. The inspection will be a chargeable service to the Member Owner. Inspection appointments are to be made with Resident Services, by authorized persons only. Findings from the video inspection will be recorded on the chargeable service ticket for Manor Alterations staff to review.
14. 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.
15. 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.

16. Prior to the issuance of a Mutual Consent for Manor Alterations, the Member Owner shall request a Broadband infrastructure inspection to assure that Mutual property is appropriately identified in order to be addressed during construction.

17. 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.

18. 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>.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

**5406 (San Marco, C12B\_2) Approval to Install 2<sup>nd</sup> A/C Unit and Modify Previously Approved Room Addition Door Size**

**RESOLUTION 03-17-143**  
**Variance Request**

December 19, 2017

**WHEREAS**, Mr. Jye-Yuh Lee of 5406 Via Carrizo of Third Laguna Hills Mutual, submitted a request for a variance to install a second air conditioning condenser and modify previously approved room addition door size.; and

**WHEREAS**, Owners of affected Manors were notified by letter on October 25, 2017, and invited to the Architectural Controls and Standards Committee Meeting on November 27, 2017.

**NOW THEREFORE BE IT RESOLVED**, on December 19, 2017, the Board of Directors hereby approves the request for the variance to the requesting member with the condition that the proposed alteration is constructed in accordance with the following criteria:

1. No improvement shall be installed, constructed, modified or altered at Manor **5406**, ("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 **5406** for **Adding 2<sup>nd</sup> Air Conditioning Unit and Changing Height of Previously Approved French Doors on Alteration Room Extension**, subject to the attached plans stamped approved and are 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 5406 and all future Mutual members at 5406.
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



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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 month 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.

**5550-A (Casa Lorenzo, 12R-13) Approval to Replace Glass Windscreen with Room Addition**

**RESOLUTION 03-17-144**  
**Variance Request**

December 19, 2017

**WHEREAS**, Ms. Susan C Hargis of 5550-A Rayo Del Sol of Third Laguna Hills Mutual, submitted a request for a variance to replace the existing glass windscreen with a room addition on the existing patio.; and

**WHEREAS**, Owners of affected Manors were notified by letter on October 20, 2017, and invited to the Architectural Controls and Standards Committee Meeting on November 27, 2017.

**NOW THEREFORE BE IT RESOLVED**, on December 19, 2017, the Board of Directors hereby approves the request for the variance to the requesting member with the condition that the proposed alteration is constructed in accordance with the following criteria:

1. No improvement shall be installed, constructed, modified or altered at Manor **5550-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 **5550-A** for **Room Addition on Rear Patio**, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
3. 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 5550-A and all future Mutual members at 5550-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 invitees.

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, the Member Owner shall request a Maintenance and Construction Department inspection to assure that Mutual property is appropriately addressed during construction.

15. 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 as "Third Laguna Hill Mutual Color Selections" at Resident Services, located at the Community Center first floor.

16. 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>.

17. 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.

18. 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.

19. 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.

20. 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.

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

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

23. The Mutual Consent Applicant or agent must contact the Manor Alteration 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.

#### **11b. Landscape Committee Recommendations:**

#### **3162-C Alta Vista (Walsh) Approve Request for Tree Removal - Carob**

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**RESOLUTION 03-17-145**  
**Tree Removal Approval**

**WHEREAS**, September 20, 2011, that the Board of Directors adopted Resolution 03-11-149 tree removal guidelines:

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction if the obstruction is at a considerable distance from the complaining manor and therefore causes only a partial obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on December 7, 2017, the Landscape Committee recommended to approve the request to remove the tree located at 3162-C; and

**NOW THEREFORE BE IT RESOLVED**, December 19, 2017, the Board of Directors approved a request for the removal of one Carob tree due to structural damage;

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

**5272 Avenida Del Sol (Lee) - Deny Request for Tree Removal – California Sycamore**

**RESOLUTION 03-17-146**  
**Tree Removal Denial**

**WHEREAS**, September 20, 2011, that the Board of Directors adopted Resolution 03-11-149 tree removal guidelines:

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.

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- Trees should not be removed because of view obstruction if the obstruction is at a considerable distance from the complaining manor and therefore causes only a partial obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on December 7, 2017, the Landscape Committee recommended to deny the request to remove the tree located at 5272 Avenida Del Sol; and

**NOW THEREFORE BE IT RESOLVED**, December 19, 2017, the Board of Directors denied a request for the removal of one California Sycamore tree because it does not comply with the tree removal guidelines;

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

**5493-A Paseo Del Lago East (Sohn) - Deny Request for Tree Removal – Southern Magolia (2)**

**RESOLUTION 03-17-147**  
**Tree Removal Denial**

**WHEREAS**, September 20, 2011, that the Board of Directors adopted Resolution 03-11-149 tree removal guidelines:

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction if the obstruction is at a considerable distance from the complaining manor and therefore causes only a partial obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

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**WHEREAS**, on December 7, 2017, the Landscape Committee recommended to deny the request to remove the trees located at 5493-A; and

**NOW THEREFORE BE IT RESOLVED**, December 19, 2017, the Board of Directors denied a request for the removal of two Southern Magnolia trees because it does not comply with the tree removal guidelines;

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

**5503-C Paseo Del Lago West (Kang) - Deny Request for Tree Removal – Rusty Leaf Fig**

**RESOLUTION 03-17-148**  
**Tree Removal Denial**

**WHEREAS**, September 20, 2011, that the Board of Directors adopted Resolution 03-11-149 tree removal guidelines:

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction if the obstruction is at a considerable distance from the complaining manor and therefore causes only a partial obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on December 7, 2017, the Landscape Committee recommended to deny the request to remove the tree located at 5503-C; and

**NOW THEREFORE BE IT RESOLVED**, December 19, 2017, the Board of Directors denied a request for the removal of one Rusty Leaf Fig tree because it does not comply with the tree removal guidelines;

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



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**5561-B Paseo Del Lago West (Kang) - Deny Request for Tree Removal – Weeping Fig**

**RESOLUTION 03-17-154**  
**Tree Removal Denial**

**WHEREAS**, September 20, 2011, that the Board of Directors adopted Resolution 03-11-149 tree removal guidelines:

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction if the obstruction is at a considerable distance from the complaining manor and therefore causes only a partial obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on December 7, 2017, the Landscape Committee recommended to deny the request to remove the tree located at 5561-B; and

**NOW THEREFORE BE IT RESOLVED**, December 19, 2017, the Board of Directors denied a request for the removal of one Weeping Fig tree because it does not comply with the tree removal guidelines;

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

**11c. Finance Committee Recommendations:**

**Approval of Resolution to File in Small Claims court against Member's ID; 932-600-04**

**RESOLUTION 03-17-149**  
**Filing of Separate Small Claims Court Case**

**WHEREAS**, the Finance Committee recommends filing separate Small Claims Court cases of \$5,000 (or less) in an attempt to collect delinquent chargeable

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services by way of a judgment or stipulation against members/owners with a delinquent balance in Third Laguna Hills Mutual; and

**NOW THEREFORE BE IT RESOLVED**, December 19, 2017, that the Board of Directors hereby approves the filing of a separate Small Claims Court case for Member ID 932-600-04 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.

**Approval of Resolution to File in Small Claims Court against Member's ID: 932-200-91**

**RESOLUTION 03-17-150**

**Filing of Separate Small Claims Court Case**

**WHEREAS**, the Finance Committee recommends filing separate Small Claims Court cases of \$2,500 (or less) in an attempt to collect delinquent chargeable services by way of a judgment or stipulation against members/owners with a delinquent balance in Third Laguna Hills Mutual; and

**NOW THEREFORE BE IT RESOLVED**, December 19, 2017, that the Board of Directors hereby approves the filing of a separate Small Claims Court case for Member ID 932-200-91 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.

Director Parsons made a motion to approve the Consent Calendar as presented. The motion was seconded by Director Moldow.

Discussion ensued among the Directors

President diLorenzo called for a vote and the motion passed unanimously.

**12. Unfinished Business**

**12a. Entertain a Motion to Adopt a Resolution including Amendments to the Golf Cart Policies and Procedures (NOVEMBER initial notification-30-days notification requirement for Member comments and suggestions has been satisfied)**

Burt Baum, Secretary of the Board, read a resolution:

**RESOLUTION 03-17-151**  
**Golf Cart Policies and Procedures**

**WHEREAS**, the Third Laguna Hills Mutual (TLHM) Board desires to set golf cart policies and procedures including decals, RFIDs, fines;

**WHEREAS**, Residents are required to register golf carts;

**WHEREAS**, electric golf carts plugged into common area electricity must pay the current annual golf cart charging fee;

**WHEREAS**, registration includes application of a golf cart reflective, tamper resistant decal which must be visible at all times;

**WHEREAS**, should a golf cart leave the community on any of the various golf cart paths provided within the City of Laguna Woods, Member must obtain a RFID sticker after paying the required fee;

**WHEREAS**, the golf cart decal and RFID remain the property of GRF; and

**WHEREAS**, TLHM has concerns about properly maintained golf carts, unattended extension cords and golf cart chargers that are not positioned at least six inches above the floor.

**NOW THEREFORE BE IT RESOLVED**, on December 19, 2017, that the following amendments are made to the Golf Cart Section of the Laguna Woods Village Vehicle, Traffic, and Parking Rules.

**GOLF CART REGISTRATION ONLY**

Golf Carts that are garaged and plug in to private power will be issued a rectangular green, reflective, tamper resistant decal with an exterior all around blue border for registration purposes.

Golf Carts that are gas operated will be issued a rectangular red, reflective, tamper resistant decal with an exterior all around blue border for registration purposes.

**GOLF CART PLUG IN VEHICLES IN COMMON AREA**

Resident Golf Carts are allowed to connect to TLHM common area electricity will be issued a rectangular orange, reflective, tamper resistant decal with an exterior all around blue border for registration purposes.

- The ability to charge is included in the annual Electric Golf Cart fee for registered carts to any MANOR that does not have a private garage per the requirements of the BOARD approved Alteration Standard, Section 44, Electric Charging Stations.

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- Golf Carts will be issued a TLHM decal, which should be affixed by staff to the exterior of the rear fender on the lower corner furthest from the driver.
- All Golf Cart charging equipment must be certified and maintained to UL standards. Golf Cart charging may not be utilized within storage cabinets.
- The decal may be revoked upon expiration, withdrawal, or termination from the program; or non-compliance with these rules.
- Any golf cart connected to a common area outlet without authorization will be disconnected and receive a Notice of Violation (NOV), in addition to the other enforcement actions allowed in these rules. Non-resident or guests are prohibited from connecting to common area outlets.

**UNATTENDED GOLF CART EXTENSION CORDS, BATTERY CHARGERS**

Unattended extension cords may not be used in TLHM for any purpose. All golf cart battery chargers must be elevated a minimum of six inches from the floor.

**FEES AND FINES**

Refer to the TLHM Fee Sheet and the Schedule of Traffic and Monetary Penalties.

**RESOLVED FURTHER**, residents found with unattended extension cords and/or golf cart chargers that are not a minimum of six inches above the floor will be subject to fines;

**RESOLVED FURTHER**, that Resolution 03-17-76 approved on July 18, 2017; and 03-17-99 approved on September 19, 2017, 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.

**NOVEMBER INITIAL NOTIFICATION: 30-days notification to comply with Civil Code §4360 has been satisfied.**

Director Baum made a motion to approve the Resolution for the Golf Cart Policies and Procedures. The motion was seconded by Director Parsons.

Discussion ensued among the Directors

President diLorenzo called for the vote and the motion passed unanimously.

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**12b. Entertain a Motion to Adopt a Resolution including Amendments to the Plug in Vehicle Policies and Procedures (NOVEMBER initial notification-30-days notification requirement for Member comments and suggestions has been satisfied)**

Burt Baum, Secretary of the Board, read a resolution:

**RESOLUTION 03-18-152**  
**Plug-In Electric Vehicles Policy and Procedures**

**WHEREAS**, the Board adopted an Electric Vehicle Charging Policy for Plug-in Electric Vehicles (PEV) to utilize 120 volt outlets in Common Areas;

**WHEREAS**, Residents are required to pay an annual pro-rated usage fee for every PEV registered to any unit that does not have a private garage, or private charging station; and,

**WHEREAS**, a recommendation has been made to allow residents to "opt-out" by signing a waiver, if they don't plan on connecting to Third Laguna Hills Mutual (TLHM) common area electricity.

**NOW THEREFORE BE IT RESOLVED**, on December 19, 2017, that the following amendments are made to the Electric Vehicle Section of the Laguna Woods Village Vehicle, Traffic, and Parking Rules.

**PLUG IN ELECTRIC VEHICLES (PEV)**

Non-resident and guest PEVs are prohibited from connecting to common area outlets.

Any PEV connected to a common area outlet without authorization may be disconnected and/or owner contacted by Security staff, in addition to the other enforcement actions allowed in these rules.

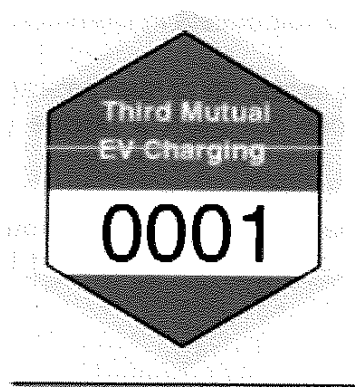
Owners of PEVs are solely responsible for the proper use and maintenance of their vehicle and any associated equipment used in charging the vehicle and may not make any unauthorized alterations to Mutual outlets, wiring, circuit breakers or electric service panels.

Resident PEVs of other types (e.g. battery electric and plug-in hybrid vehicles) are allowed to connect to Mutual common area electricity upon payment of the electricity user fee set by the Mutual Board, and Resident must properly display a Mutual issued Electric Vehicle (EV) decal on the vehicle.

- A pro-rated annual electricity usage fee, as set forth on the Mutual fee sheet, registered to any MANOR that does not have a private garage per the requirements of the BOARD approved Alteration Standard Section 44 Electric Vehicle Charging Stations.

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- Upon completion of an application for an EV decal, which includes submittal of the vehicles VIN#, participating PEVs will be issued a Mutual authorized EV decal, affixed by staff to the exterior of the rearmost window in the lower corner furthest from the driver.
- The EV decal is the property of Third Mutual and may be revoked upon expiration, withdrawal or termination from program, or non-compliance with these rules.



- The EV decal signifies the PEV is authorized to connect to outlets in the Third Mutual common area only.
  - Connection to outlets controlled by GRF, United, or Mutual Fifty is prohibited, except for self-contained, fee-per-use charging stations.
  - Connection to an outlet metered at any individual TLHM manor is prohibited without the controlling Resident's express permission.
  - Residents may request to "opt-out" of the Mutual EV Decal program by submitting a signed waiver at Resident Services indicating they will not be using Mutual common area electric to charge their Plug-in Electric Vehicle (PEV), and that they understand the consequences (fines) if they violate the Mutual EV Decal policy.
  - PEVs are equipped with charging cords, which for the purpose of this Policy are not "extension cords".

#### **FEES AND FINES**

Refer to the TLHM Fee Sheet and the Schedule of Traffic and Monetary Penalties as it applies.

#### **UNATTENDED EXTENSION CORDS**

Unattended extension cords may not be used in TLHM for any purpose.

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**RESOLVE FURTHER** that residents found with unattended extension cords will be subject to fines;

**RESOLVED FURTHER**, that Resolution 03-17-76 approved on July 18, 2017; and 03-17-99 approved on September 19, 2017, 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.

**NOVEMBER INITIAL NOTIFICATION: 30-days notification to comply with Civil Code §4360 has been satisfied.**

Director Baum made a motion to approve the Resolution for the Plug-In Electric Vehicles Policy and Procedures. The motion was seconded by Director Parsons.

Discussion ensued among the Directors

President diLorenzo called for the vote and the motion passed unanimously.

**12c. Introduce a Resolution including Amendments to the Leasing Policy (NOVEMBER initial notification – 30-days notification for Member comments and suggestions has been satisfied)**

Secretary of the Board, Burt Baum read a resolution:

**RESOLUTION 03-18-153**  
**Revised Lease Authorization Procedure and Application**

**WHEREAS**, the Board of Directors (the "Board") of Third Laguna Hills Mutual ("Mutual") held a meeting on November 21, 2017, at which a quorum of the Board was present;

**WHEREAS**, the Board is obligated to manage and enforce the residency requirements for Mutual Members and other residents and tenants as set forth in the Mutual's governing documents, including without limitation the Mutual's, Declaration of Covenants, Conditions, and Restrictions (CC&Rs), Bylaws, and Operating Rules;

**WHEREAS**, pursuant to its duties under the Mutual's Governing Documents, the Board is obligated to review lease applications for prospective leases between Mutual Members and their proposed tenants in accordance with the provisions of the Bylaws, CC&Rs and Operating Rules;

**WHEREAS**, the Board adopted a Lease Authorization Policy by Resolution 03-17-67 for the purpose of clarifying definitions, fees, charges, terms, and conditions, and implementing new procedures, with an emphasis on certain select Operating Rules, which included a requirement that criminal background and credit checks be submitted

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by Members seeking authorization to lease their Manor along with a copy of the lease agreement;

**WHEREAS**, the Lease Authorization Policy has been in effect for approximately four months and the criminal background and credit check requirements under such Policy have proven to be disruptive to the application process, an administrative burden to the Mutual, and the subject of concern raised by a number of Mutual Members; and

**WHEREAS**, the Board has determined that it would be in the best interests of the Mutual to modify some of the procedures and requirements in the Lease Authorization Policy previously adopted by the Board pursuant to Resolution 07-17-67, including the rescinding of the requirements of criminal background and credit checks, so as to alleviate some of the issues and difficulties presented by such previously adopted procedures.

**NOW, THEREFORE BE IT RESOLVED**, December 19, 2017, that the Board of the Mutual hereby approves and adopts the revised Lease Authorization Procedure and Application; and

**RESOLVED FURTHER**, that Staff is hereby directed to disseminate this information to the realty community serving Laguna Woods Village; and

**RESOLVED FURTHER**, that Resolution 03-17-67 and the prior version of the Lease Authorization Policy adopted by said Resolution are hereby superseded by this Resolution and the revised Lease Authorization Policy adopted pursuant to this Resolution; and

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

**NOVEMBER INITIAL NOTIFICATION: 30-days notification to comply with Civil Code §4360 has been satisfied.**

Director Baum made a motion to approve the Resolution for the Revised Lease Authorization Procedure and Application. The motion was seconded by Director Parsons.

Discussion ensued among the Directors.

President diLorenzo called for the vote and the motion passed unanimously.

President diLorenzo directed staff to only charge \$25 for the ID card replacement fee and work with staff to refund money to any member who overpaid. The Board will review the replacement fee and other fees related to leasing at the next regular closed session meeting.



Agenda Item 12d. Introduce a Resolution including Amendments to the Policy for Care and Maintenance of Patios, Balconies, Breezeways and Walkways in Three Story Buildings was moved to New Business Item 13d.

### **13. New Business**

**13a. Introduce a Resolution including Section 1: General Requirements for all Alteration Standards (DECEMBER initial notification – must postpone 30-days for Member comments and suggestions to conform to the notification requirement)**

Director Baum, Secretary of the Board, read the following resolution:

#### **RESOLUTION 03-18-XX**

#### **Section 1 General Requirement for all Alteration Standards**

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

**WHEREAS**, the General Requirements are and should remain the same for all alteration Standards and amending the General Requirements requires amending every individual Alteration Standard; and,

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to remove the General Requirements from each individual Alteration Standard and create a new Alteration Standard for the General Requirements, eliminating the need to revise all the Alteration Standards for a revision to the General Requirements.

**NOW THEREFORE BE IT RESOLVED**, xxxxx, 2018, that the Board of Directors of this Corporation hereby introduces the following Standard Section 1 for the General Requirements of all Alteration Standards;

#### **SECTION 1 GENERAL REQUIREMENT FOR ALTERATION STANDARDS**

- 1.1 PERMITS AND FEES:** A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Manor Alterations office with City permit number(s) prior to beginning work.
- 1.2 MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.
- 1.3 CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).

- 1.4 WORK HOURS:** No work shall commence prior to 7:00 am and no work shall be permitted after 6:00 pm Monday through Friday. Work on Saturday shall be permitted from 9:00 am– 2:00 pm for work which results in construction-related noise (e.g. cutting tile, hammering, and the use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00 am – 6:00 pm. No work whatsoever shall be permitted on Sunday. No work shall be allowed on Sundays or holidays.
- 1.5 PLANS:** The Member applying for a permit shall provide to the Manor Alterations office a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas **"BROOM CLEAN"** daily. Paint cleaning is not allowed near the unit or on the lawn. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's or Member's dumpsters, if required, must have location approved by the Manor Alteration office and must comply with dumpster location restrictions.
- 1.7 CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.
- 1.8 CONTRACTOR'S CONDUCT:** Member's contractor's, their personnel, and subcontractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.

**RESOLVED FURTHER,** that the General Requirements of all Alteration Standards will be modified to reflect the changes; 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.

**DECEMBER 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 30- days from the postponement to comply with Civil Code §4360.**

Director Baum made a motion to introduce a resolution including Section 1: General Requirements for all Alteration Standards for 30-day review. The motion was seconded by Director Moldow.

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Several Directors made comments and asked staff to correct "1.4 Work Hours," add paint cleaning and dumpster location restrictions to section 1.6, and add construction parking restrictions to section 1.8 for the second reading.

**13b. Introduce a Resolution including Amendments to Alteration Standard  
Section 4: Air Conditioning Units/Heat Pumps (DECEMBER initial notification  
– postpone 30-days for Member comments and suggestions to conform to the  
notification requirement)**

**RESOLUTION 03-18-XX**

**Amend Alteration Standard - Section 4: Air Conditioning Units/Heat Pumps**

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

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard Section 4 Air Conditioning Units/Heat Pumps and.

**NOW THEREFORE BE IT RESOLVED**, xxxxxx, 2018, that the Board of Directors of this Corporation hereby introduces the removal of section 2.4 and revises the following section of Standard Section 4;

**SECTION 4 AIR CONDITIONING UNITS/HEAT PUMPS**

**2.9 Removal of sleeves in stucco walls:**

- a. Removal of sleeves in multi-story buildings is prohibited.
- b. Removal of sleeves in stucco walls of single story buildings shall be evaluated on a case-by-case basis. A variance may be required.
- c. When permitted, removal of sleeves in stucco walls require that the patch be made in accordance with standard construction practices to maintain the water proof integrity of the wall. The texture and color must match the existing wall.

**RESOLVED FURTHER**, that the General Requirements of all Alteration Standards will be modified to reflect the changes; 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.

**DECEMBER 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 30-days from the postponement to comply with Civil Code §4360.

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Director Baum made a motion to introduce a resolution amending Alteration Standard Section 4: Air Conditioning Units/Heat Pumps for 30-day review. The motion was seconded by Director Moldow.

Some Directors made comments and asked staff to define "sleeve" in the resolution for the second reading.

**13c. Introduce a Resolution including Amendments to Alteration Standard Section 6 – Block Walls (DECEMBER initial notification - postpone 30-days for Member comments and suggestions to conform to the notification requirement)**

Director Baum, Secretary of the Board, read the following resolution:

**RESOLUTION 03-18-XX**  
**Revise Standard Section 6 – Block Walls**

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

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard Section 6 Block Walls.

**NOW THEREFORE BE IT RESOLVED**, xxxxx, 2018, that the Board of Directors of this Corporation hereby introduces the following section of Standard Section 6;

**SECTION 6 BLOCK WALL**

**2.7** All walls built shall be constructed within the approved patio dimensions. Patio slabs shall not be extended without written approval of the Board. All walls shall be constructed on structurally adequate footings. Planting areas between the wall and slab are acceptable.

**RESOLVED FURTHER**, that the General Requirements of all Alteration Standards will be modified to reflect the changes; 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.

**DECEMBER 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 30-days from the postponement to comply with Civil Code §4360.

December 19, 2017

Director Baum made a motion to introduce a resolution to revise Standard Section 6: Block Walls for 30-day review. The motion was seconded by Director Moldow.

Several Directors made comments and asked staff change “appropriate footing” to “structurally adequate footings” and reword acceptable planting areas for the second reading.

This agenda item was moved from unfinished business (12d) to new business (13d).

**13d. Introduce a Resolution including Amendments to the Policy for Care and Maintenance of Patios, Balconies, Breezeways and Walkways in Three Story Buildings (DECEMBER initial notification – must postpone 30-days for Member comments and suggestions to conform to the notification requirement)**

Burt Baum, Secretary of the Board read the following resolution:

**RESOLUTION 03-18-XXX**  
**Care & Maintenance of Patios, Balconies, Breezeways  
& Walkways in Three Story Buildings Policy**

**WHEREAS**, the Board created a Garden Villas Breezeway Task Force to outline a communications program for the renovation of the buildings walkways;

**WHEREAS**, the renovation program includes replacement of the carpeted areas in the Garden Villa Breezeways recessed areas with concrete and other materials to match the existing walkways;

**WHEREAS**, Garden Villas Breezeway Task Force has recommended adoption of the Care & Maintenance of Patios, Balconies, Breezeways & Walkways in Three Story Buildings Policy, to include specific language regarding personal items in the newly renovated buildings;

**NOW THEREFORE BE IT RESOLVED**, xxxxx, 2018, that the Board of Directors of this Corporation hereby adopts the “Care & Maintenance of Patios, Balconies, Breezeways & Walkways in Three Story Buildings Policy,” as attached to the official minutes of this meeting; and

**RESOLVED FURTHER**, that this policy applies to Garden Villa Buildings that have been renovated; 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.

**DECEMBER 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 30-days from the postponement to comply with Civil Code §4360.

Director Baum made a motion to introduce a resolution including Amendments to the Policy for Care and Maintenance of Patios, Balconies, Breezeways and Walkways in Three Story Buildings for 30 day review. The motion was seconded by Director Caine.

Director Walsh suggested that staff add the use of "other materials" besides concrete for replacement of carpet on existing walkways.

Several Directors asked for a special open meeting after 30-days to approve these resolutions instead of waiting until the February, 2018 meeting.

#### **14. Committee Reports**

##### **14a. Report of the Finance Committee/Financial Report**

Director Parsons, reported from the Finance Committee, gave updates on Third Mutual financial, delinquencies and commented on the Resale Activities Report. The next meeting will be January 2, 2018, at 1:30 p.m. in the Board Room.

##### **14b. Report of the Architectural Control and Standards Committee**

Director Moldow reported from the Architectural Control and Standards Committee. The next meeting will be January 22, 2018, at 9:30 a.m. in the Sycamore Room.

##### **14c. Report of the Maintenance & Construction Committee**

Director Moldow reported from the Maintenance and Construction Committee. The next meeting will be January 8, 2018, at 1:00 p.m. in the Board Room and the committee will start meeting monthly.

##### **• Parking/Golf Cart/Dry Rot Task Forces**

Director Frankel reported from the Parking Task Force.

Director Frankel reported from the Golf Cart Parking Task Force.

Director Frankel reported from the Dry Rot Task Force.

##### **14d. Report of Landscape Committee**

Director Tung reported from the Landscape Committee and discussed the Tree Trimming Policy and showed a pie chart on the landscape tickets improvements. The next meeting will be January 4, 2018, at 9:00 a.m. in the Board Room.

##### **14e. Report of the Laguna Woods Village Traffic Hearings**

Director Zalon reported from the Laguna Woods Village Traffic Hearings. The next Hearing will be December 20, 2017, at 9:00 a.m. in the Board Room.

##### **14f. Report of the Communications Committee**

Director Baum reported from the Communications Committee. The next meeting will be January 10, 2018, at 9:30 a.m. in the Board Room.

**14g. Report of the Energy and Technology Committee**

Director Walsh reported from the Energy and Technology Committee. The next meeting will be February 13, 2018, at 9:30 a.m. in the Cypress Room.

**14h. Report of the Water Committee**

Director Tung reported from the Water Committee and showed a slide on High Tiered Water Use. The next meeting will be February 13, 2018, at 11:00 a.m. in the Cypress Room.

**14i. Report of the Resident Policy and Compliance Task Force**

Director Baum reported from the Resident Policy and Compliance Task Force. The next meeting date TBD.

**15. GRF COMMITTEE HIGHLIGHTS**

Members reported on the following GRF Committees.

**15a. Community Activities Committee** – The next regular meeting is January 11, 2018 at 1:30 p.m. in the Board Room.

**15b. Finance Committee** – The next meeting will be December 20, 2017, at 1:30 p.m. in the Board Room.

**15c. Landscape Committee** – The next meeting will be January 18, 2018, at 9:00 a.m. in the Board Room.

**15d. Maintenance & Construction Committee** – The next meeting will be January 10, 2018 at 9:00 a.m. in the Board Room.

**15e. Media and Communications Committee** – The next meeting will be January 15, 2018, at 1:30 p.m. in the Board Room.

**15f. Mobility & Vehicles Committee** – The next meeting will be February 5, 2018, at 1:30 p.m. in the Board Room.

**15g. Security and Community Access Committee** – The next meeting will be December 21, 2017, at 1:30 p.m. in the Board Room.

**15h. PAC Ad Hoc Committee** – The next meeting is TBD

**16. FUTURE AGENDA ITEMS**

**16a. Introduce a Resolution to require Mandatory Water Heater Replacement During Resale**

**17. DIRECTORS' COMMENTS**

**18. RECESS**

December 19, 2017

The Board recessed at 12:31 p.m. and reconvened into Executive Session at 1:22 p.m. The Board recessed the Executive Session at 5:06 p.m. on December 19, 2017 and reconvened at 10:30 a.m. on December 21, 2017.

**Summary of Previous Closed Session Meetings per Civil Code Section §4935**

During the November 17, 2017, – Regular Executive Session Board Meeting, the Board approved the Regular Executive minutes of October 17, 2017; approved three write-offs; discussed Member disciplinary, leasing, personnel and litigation issues.

**19. ADJOURNMENT**

With no further business before the Board of Directors, the meeting was adjourned on Thursday, December 21, 2017 at 11:06 a.m.



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Burt Baum, Secretary  
Third Mutual Laguna Hills



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**[www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com)**

**Neighborhoods / Sales & Leasing / Leasing Package / Third Laguna Hills**

**Lease Policy**  
Resolution 03-17-XX  
Adopted xxxx xx, 2017

**I. Purpose**

Third Laguna Hills Mutual (TLHM) authorizes Members, as defined in the CC&Rs, to lease their Manors. Any lease by a Member automatically transfers the right to use the Community Facilities from the Member to the Lessee (Bylaws Article 3, Section 3.2 and 3.3).

The purpose of this document is to set forth the Lease Policy; this Lease Policy shall be a governing document of TLHM and shall be enforceable against all Members.

**II. Definitions**

- A. Agent – individual employed by Village Management Services, Inc. (VMS) authorized to act on behalf of TLHM.
- B. Application – the Lease Authorization form prescribed by TLHM to apply for approval to lease a Manor (Exhibit C).
- C. Approval – written authorization to lease a Manor in the Community granted by the TLHM Board or authorized VMS staff member(s).
- D. Assessment – the monthly charge that TLHM levies against all Members and their Manors and collects monthly pursuant to its Governing Documents.
- E. Charge – fee, fine, and/or monetary penalty that TLHM and/or GRF may levy upon a Member pursuant to their Governing Documents.
- F. Community – Laguna Woods Village.
- G. Community Rules - the Articles of Incorporation and Bylaws of TLHM, the recorded Covenants, Conditions, and Restrictions (CC&R's) applicable to any Manor; and any rules and regulations adopted by TLHM and/or GRF. Any reference to the "Governing Documents" shall, for purposes of this Lease Policy, be deemed a reference to the Community Rules set forth in this definition.

- H. Co-occupant – any person who seeks to reside with a Qualifying Resident who is approved by the Board of Directors for occupancy and who shall be at least 45 years of age unless such person is the spouse or cohabitant.
- I. Golden Rain Foundation (GRF) – the non-profit mutual benefit corporation organized to manage and maintain the Community Facilities and services for the Community.
- J. Identification (ID) Card – photo ID card issued by GRF to Members, Co-occupants, and Lessees of the Community authorizing use and access to the Community Facilities.
- K. Lease Authorization Amendment – any change to the lease for a Manor, including any change to the number and/or identification of the individuals subject to the lease during the lease term.
- L. Lease Authorization Office - located in the Resident Services Department in the Community Center which ensures that a Lease Application comports with the Governing Documents.
- M. Lease Authorization Extension - Parties to the lease may request an extension of time at the end of the lease authorization period if the original period is shorter than 12 months.
- N. Lease Authorization Renewal – Parties to the lease authorization may request a renewal no more than 60 days prior to the end of the twelve month period.
- O. Lessee – individual who leases a Manor from a Member.
- P. Manor – a residential condominium unit in TLHM.
- Q. Member – a person who has been approved by TLHM as being entitled to membership in TLHM and has an appurtenant right of membership in GRF.
- R. Non-Resident Member – a Member who does not personally reside in the Member's Manor.
- S. Non-Resident Member Pass – gate entry pass authorizing a non-resident Member access to the Community for the purpose of inspecting his/her property on an as needed basis. This pass does not authorize use of or access to the Community Facilities during any lease period.

- T. Owner – person or persons, partnership or corporation, and the successors and assigns of each of the foregoing, in whom title to a Manor is vested, as shown by the official records of the office of the County Recorder of Orange County, California.
- U. Qualifying Resident – Person, who resides in the Manor, is at least 55 years of age and has been approved by the Board of Directors for occupancy in accordance with the provisions of the CC&R's.
- V. Resident – person who has been approved by the Board of Directors for occupancy.
- W. Rush – Application submitted fewer than ten business days before the lease effective start date.
- X. Village Management Services, Inc. (VMS) – managing agent for TLHM and GRF.

### III. Fees

Following are the fees associated with this Lease Policy and which may be required by TLHM (the following fees may be changed at any time by TLHM and such change(s) shall not constitute a rule change to this Lease Policy which requires notice to the TLHM Members):

Authorization Processing	\$170.00
Authorization Rush Fee	\$100.00
Authorization Renewal (see Section II, N)	\$110.00
Authorization Extension (see Section II, M)	\$ 70.00
Authorization Amendment	\$ 70.00
GRF Additional Occupant For each person in excess of two (monthly)*	\$ 49.00
RFID Replacement	\$ 25.00
Non-return of:	
ID Card(s)	\$100.00
Decal(s)	\$ 50.00
Pass(es)	\$ 50.00

\*GRF Additional Occupant fees must be paid in advance for the term of the lease.

#### **IV Terms and Conditions**

##### **A. General Information**

1. Authorization to Lease (Authorization) shall be effective only when approved in writing by TLHM and issued in writing by an authorized VMS staff member(s) of TLHM; the approval of any Lease shall be limited to the term specified herein. The term may not exceed twelve (12) months subject to Article II Section M above. The copy of a pending and fully executed Lease must be provided to TLHM prior to the Lessee's move-in to the Member's Manor.
2. Renewal of the Authorization to Lease shall require the prior written approval of TLHM, provided, however, that TLHM shall not be obligated or have any duty to approve such extension or renewal regardless of a Member or Lessee's circumstances.
3. TLHM shall, to the extent required by law, provide notice of potential asbestos-containing materials used during construction (Exhibit A). Any changes in the notice in Exhibit A as may be required by law or otherwise shall not be deemed a change to this Lease Policy which requires notice to the Members of TLHM.
4. Laguna Woods Village is an independent-lifestyle and age-restricted senior citizen housing development (as defined by California Civil Code §51.3). No form of healthcare or assisted living is provided by TLHM. Each Resident is responsible for his/her own health, safety, care and welfare, subject to the conditions and restrictions regarding care providers from TLHM Governing Documents and TLHM's "Care Provider Policy."
5. Appearance of the Community is important, and Residents are required to keep their balconies, patios, walkways, and carports free from clutter, trash and debris per the approved Community Rules and Regulations.
6. TLHM, GRF and VMS are not parties to the terms of a lease between the Member and Lessee, and will not be involved in resolving any disputes between the Member and Lessee; provided, however that if a Member is in violation of the Community Rules or this Lease Policy, or if a Lessee is violating the Community Rules or this Lease Policy, TLHM shall have all rights and remedies available to it under the Community Rules and this Lease Policy.

7. The Lease Authorization Office will notify the Member of the Approval/Denial status of the application within ten (10) business days of its written submittal. A rush fee of one hundred dollars (\$100.00) will be imposed by TLHM on any Member requests for expedited services prior to the routine ten (10) business days of processing. No representation or warranty is made that TLHM will be able to complete a Rush Authorization approval request in the Members' requested time frame.
8. TLHM has adopted a Non-Smoking Policy and is authorized to take disciplinary action against a Member who is in violation of said Policy including but not limited to a Member's Lessee.
9. **The Member is at all times responsible for the acts or omissions of, without limitation, the Member's Co-Occupant, Lessee, guest, care provider, vendor, invitee or contractor as well as the Co-Occupants, guests, care providers, invitees or contractors of the Member's Lessee.**

B. Charges

1. Member and Lessee acknowledge that the Member is obligated to pay Charges and Assessments imposed by GRF and/or TLHM pursuant to this Lease Policy and the Governing Documents. See Section III of this Lease Policy.
2. The Member may incur additional Charges and fees in connection with facilities and services provided by GRF. Some examples are: golf course fee, room reservation fees, and cable services upgrade charges. ALL CHARGES, FEES, FINES, AND ASSESSMENTS ARE SUBJECT TO CHANGE AND ANY SUCH CHANGES SHALL NOT BE DEEMED TO BE A CHANGE IN THIS LEASE POLICY WHICH REQUIRES NOTICE TO THE MEMBERS OF TLHM.
3. Payment for chargeable repair services is the responsibility of the Member who must indicate on the Authorization to Lease application whether Lessee may request such services. In any event, the Member shall be responsible for the chargeable repair services.
4. There is a fee collected by the Lease Authorization Office to review and process any new/extension/renewal applications which include but are not limited to analysis of payment and disciplinary history.

5. An authorized and/or designated VMS staff member(s) for the TLHM Board of Directors assumes responsibility for obtaining approval and issuing Lessee ID Cards.

C. Assignment of Rents

1. If a Member is delinquent in his or her payment of any GRF and/or TLHM Charges and/or Assessments, as required under the Governing Documents, Member and Lessee each acknowledge and agree that the Member hereby assigns to and confers upon TLHM, the right to collect and retain the rent payable by the Lessee and to apply the same to any delinquent Charges and Assessments, as well as any late fees, attorneys' fees, or other costs and expenses permissible by law or the Governing Documents which may be incurred or assessed by TLHM in connection with the delinquent Assessment and/or GRF and/or TLHM Charges.
2. Member and Lessee acknowledge and agree that, concurrent with notice in writing to the Member, TLHM shall be entitled to directly receive the rent by delivering to the Lessee at the Manor a Notice of Assignment of Rents (Exhibit B). Upon receipt of such Notice, the Lessee shall directly forward all payments of rent required under the Lease to TLHM at the address set forth in the Notice until the Lessee shall receive a second notice to the effect that the Lessee may again resume making rental payments directly to the Member. Any changes in the Notice of Assignment of Rents form in Exhibit B shall not be deemed a change to this Lease Policy which requires notice to the Members of TLHM.
3. To the fullest extent permitted by law, such payments of rent paid directly to TLHM shall continue until the delinquent Assessments or Charges and any late fees, attorneys' fees, or other collection costs and expenses incurred by the Member are paid in full. In the event that the payment of rent received by TLHM is in excess of the amounts owed by the Member, then TLHM shall refund the difference, less any processing fee(s), to the Member within thirty (30) business days of receipt of such rental payment.
4. Member acknowledges and agrees that the Lessee shall not be in breach of the Lease solely as a result of making rental payments directly to TLHM, and further that the Member shall not take any other action or avail itself of any other remedies against the Lessee under the Lease or

otherwise based on the Lessee's direct payment of rent to TLHM following receipt of a Notice of Assignment of Rents.

5. Member and Lessee acknowledge and agree that TLHM shall not have any obligation either to the Member or the Lessee to fulfill the duties of the Member or the Lessee under their Lease, nor shall TLHM have any obligations to any other third party based on its direct receipt of the rent to cover delinquent Assessments or Charges and associated costs and expenses as set forth above. It is specifically agreed that TLHM is not and will not be assuming any of the responsibility of the Member or the Lessee to fulfill any of the terms, conditions and covenants between the Member and the Lessee pursuant to the Lease between the Member and the Lessee, and shall not be deemed to be a landlord or party to a landlord-tenant relationship with Member or Lessee for any reason or at any time.

D. ID Cards and Privileges

1. Lessee ID Cards shall be issued for a period not longer than the duration of the Lease Authorization.
2. Lessee ID cards are not issued until all paperwork required pursuant to this Lease Policy is received and the Application has been approved in writing by TLHM.
3. Lessee ID cards will be available no sooner than seven (7) days prior to the lease start date unless TLHM approves a Lease under the Rush standards referenced herein under Article IV, Section A(7).
4. Member acknowledges and agrees that the privileges of membership in GRF are granted and assigned to Lessee for the duration of the Authorization to Lease and the Lease itself; and Member hereby surrenders all Resident ID Card(s) and Resident Decal(s) and the right to such privileges while the Authorization and/or Lease is in effect in accordance with the Governing Documents.
5. Lessee may use the facilities and receive the services made available by GRF to all Members. The facilities and services may be modified or discontinued by GRF at any time.
6. At the end of the Lease Authorization period, the Member is required to return all gate entry passes including ID cards, automobile decals, guest



passes, business passes, and care provider passes in order to avoid a GRF non-return fee. (See Section III, Fees).

E. Occupancy

1. It is highly recommended that Members obtain/perform both background and credit checks on new Lessees as well as check references provided by the Lessee to protect such Member's interests, given that the Member will be held responsible for the acts and/or omissions of their Lessees that violate TLHM's Governing Documents.
2. No person, including but not limited to a Lessee, may reside in a Manor without the prior written approval of the TLHM Board of Directors or VMS authorized staff member(s). Contact Resident Services Department at (949) 597-4600 for any change in residency status.
3. An application to reside in a Manor shall be made on the form prescribed by the TLHM Board pursuant to Article II, Section 1 of the CC&Rs. The current form is attached hereto as Exhibit C. Any changes in such form shall not be deemed a change in this Lease Policy which requires notice to the Members of TLHM.
4. Manor leases must be for a period not less than sixty (60) days.
5. Any leases longer than twelve (12) months will require a Lease Authorization to be renewed annually.
6. The Manor, together with the parking space assigned to such Manor, must be made available to the Lessee during the entire term of the Lease Authorization.
7. Relatives and other guests may stay overnight for a total of sixty (60) days in any twelve (12) month period. Relatives and guests may not stay in a Manor during the absence of the Qualifying Resident or Co-Occupant.
8. Unless otherwise required by law, the maximum number of persons allowed to occupy a Manor is equal to the number of original construction bedrooms plus one; no more than two persons in a one bedroom Manor; no more than three persons in a two bedroom Manor, no more than four persons in a three bedroom Manor. There is an additional monthly GRF fee for each person in excess of two.

9. The Manor shall be used and occupied solely as a private residential dwelling and for no other purpose.
10. No person shall reside in a Manor, other than those listed on the approved Authorization to Lease.
11. No business or commercial venture may be conducted in the Manor.
12. The Member and/or Lessee shall not assign any interest therein and shall not sublet the Manor or any part thereof or any right or privilege appurtenant thereto, or permit any other person to occupy or use the premises or any portion thereof.

F. Move In/Move Out and Bulky Items Delivery/Pick Up

1. When moving into the Community, Lessee(s) must break down and stack moving boxes next to trash dumpsters or at curbside for routine pick-up.
2. The use of an elevator, when moving into or out of a multi-story building, requires the placement of elevator protection pads, which can be requested by calling the Security Department (949) 580-1400. Similarly, individuals are required to order elevator protection pads when arranging for delivery or removal of bulky items, such as furniture.
3. Each Member is responsible for any damage caused by his or her movers or deliveries to the elevator, lobby furniture, common area and/or other TLHM property.
4. No oversized furniture, appliances, non-broken down boxes or other similar items may be discarded outside of the Manor at any time, except to the extent permitted by the Community Rules.

G. Alteration, Repairs and Maintenance

1. Member(s) are required to obtain prior written approval in advance of construction from TLHM for any structural alterations to the building or landscape changes. Applications may be obtained from the Resident Services Department. Resident Services is located at the Community Center and may be reached at (949) 597-4600.

The Member and Lessee(s) understand that the Manor shall not be altered, repaired or changed without prior written authorization of Member and TLHM. Unless otherwise provided by written agreement, all

alterations, improvements and changes that may be required shall be performed either by or under the direction of TLHM; shall be the property of Member; and shall remain upon and be surrendered with the Manor.

2. Lessee shall authorize TLHM, Member, and/or their respective authorized VMS staff member(s) to enter into and upon the Manor at all reasonable times for the purposes of (a) inspection, (b) responding to emergencies (c) maintaining the building in which the Manor is situated, and (d) making repairs, alterations, or additions to any portion of the common areas or said building, including but not limited to the erection of scaffolding, props or other mechanical devices.

Lessee shall not be entitled to any abatement of rent payable by Lessee hereunder or to any rebate of rent to Lessee or damages for any loss of occupation or quiet enjoyment of the premises on account of any such entry by TLHM. No landlord-tenant relationship is created by way of TLHM's need to enter a Manor or perform work to any common areas accessible only through a Lessee's Manor.

#### H. Insurance

1. Lessee's personal property is not insured by TLHM.
2. Renters' insurance is strongly recommended. (See Section I, Rights and Remedies, Item 1, 2, and 3).

#### I. Rights and Remedies

1. As a material part of the consideration to be rendered to Member under an Authorization to Lease, Lessee hereby waives, to the maximum extent authorized by law, all claims against Member and TLHM for damages to personal property in, upon or about said Manor and for injuries to persons in, upon or about said premises from any cause arising at any time.
2. Lessee shall, to the fullest extent permissible by law, hold Member, TLHM, GRF, and VMS harmless from any liability on account of any damage or injury to person or personal property arising from the use of the Manor by Lessee arising from the failure of Lessee to keep the Manor in good condition as provided herein or failure to perform or observe any of Lessee's obligations under this Authorization. TLHM, GRF, and VMS shall not be liable to Lessee for any damage caused by any act or negligence of any other occupant of the same building or by any Member or occupant of adjoining or contiguous property. Without limiting the foregoing, the Member shall at all times be responsible for the acts or

omissions of his or her Lessee and shall be liable for any damages or financial expenses incurred by TLHM as a result of the Lessee's use of the Manor or any other portions of the building in which the Manor is located and/or common areas.

3. The Member and Lessee shall be liable for all damages to the Manor, to the building in which the Manor is located and to the Common Areas of the Community, as well as all damage to other occupants thereof caused by the Member's and/or Lessee's misuse or neglect of the premises, equipment, apparatus or appurtenances. The Member and Lessee also shall be liable for all damage or injury done to the Manor, to the building in which the Manor is located, or to the Common Areas by any person who may be in or upon the building, the Manor or the Common Areas with the authorization of the Member and/or Lessee. Without limiting the foregoing, the Member shall be primarily liable for all damages, as described in this paragraph, stemming from the acts or omissions of the Lessee.
4. In the event of any total or partial destruction of the Manor during the term of this Authorization from any cause, the Member is solely responsible, to the fullest extent permitted by law, for terminating this Authorization.
5. In the event that the real property upon which the Manor is located or any part thereof shall be acquired by any public body, agency or other entity having the power of eminent domain, whether by voluntary sale, threat of condemnation or by judgment of a court in condemnation proceedings, the Member is solely responsible, to the extent permitted by law, for terminating this Authorization.
6. In the event of any breach of this Authorization by the Member and/or Lessee, TLHM shall have the same rights and remedies to enforce this Authorization as are available to Member hereunder, which may be exercised by TLHM without regard to any exercise thereof by Member,. Additionally, TLHM shall have the same rights to dispossess the Lessee or otherwise act for the Member as may be necessary or appropriate in the event of any breach of the Authorization or the Lessee's failure to vacate following expiration of the Authorization term. TLHM shall also have the right to bring an unlawful detainer action against the Member and/or Lessee after proper notice has been given as provided in California Civil Code Section 1946 or any successor statute thereto. Nothing contained in this paragraph or otherwise in this Lease Policy

shall be deemed to create a landlord-tenant relationship between TLHM and the Member or Lessee.

7. Any notice to Member, Lessee or TLHM shall be given by personal service, electronic document notice, or by registered or certified mail addressed to Member: at the address indicated on the Application; to Lessee: at the Manor; and to TLHM: P.O. Box 2220, Laguna Hills, CA 92654-2220. There is no mail delivery to the street address.
8. The terms and provisions contained herein shall apply to and bind the heirs, successors, personal representatives and assigns of all of the parties hereto.
9. If any legal action or proceeding is commenced by either party or TLHM to enforce any part of this policy, the prevailing party shall be entitled to recover, in addition to all other relief, reasonable attorney's fees and costs.

#### J. Enforcement

TLHM is authorized to take disciplinary action against a Member whose property may be found in violation of the Lease Policy or the Governing Documents. When a complaint is lodged regarding the occurrence of a violation, the Board of Directors has a fiduciary duty to investigate and impose, if appropriate, Member-discipline as set forth in the Governing Documents. The Board has the authority to impose monetary fines, suspend Member privileges, and/or bring forth legal action. The Member and Lessee are entirely responsible for ensuring that the Community Rules and policies are complied with by anyone they allow into the Community. This includes, without limitation, any co-occupant, lessee, guest, care provider, vendor, invitee or contractor. Disciplinary action suspending or revoking a Member's privileges shall apply to the Member's Lessee, his or her Co-Occupants as applicable, and their guests and invitees.

1. The Member and Lessee must read and agree to comply with and be bound by all the Governing Documents and the Community Rules.
2. Nothing contained herein shall relieve Member of the performance of any obligation owed to TLHM and/or GRF under the Governing Documents.
3. The Member and/or Lessee is/are responsible for any visitor or guest who violates any Community Rules, and for any Charges or Assessments incurred.

4. Lessee shall be responsible to the Member to promptly pay when due, all charges and fees incurred by Lessee, guest or invitee for use of facilities or for services rendered by the TLHM and/or GRF. Notwithstanding the foregoing, whether or not Lessee complies with the foregoing, a Member shall be solely responsible to TLHM for any and all costs incurred by TLHM resulting from a Member's Lease including but not limited to costs incurred solely due to the acts or omissions of a Lessee, their Co-Occupants as applicable, their guests and invitees.

December 19, 2017

Exhibit A  
Disclosure Notice



Laguna Woods Village

TO: EMPLOYEES, CONTRACTORS EMPLOYED BY THE LAGUNA WOODS VILLAGE ASSOCIATIONS, MEMBERS AND PROSPECTIVE PURCHASERS OF DWELLING UNITS AT LAGUNA WOODS VILLAGE, LAGUNA WOODS

FROM: VILLAGE MANAGEMENT SERVICES, INC.

SUBJECT: DISCLOSURE NOTICE: LAGUNA WOODS VILLAGE BUILDINGS CONSTRUCTED WITH ASBESTOS-CONTAINING CONSTRUCTION MATERIALS

Health & Safety Code 25915.2 and 25915.5 require the Mutual to provide annual notice about the existence of asbestos-containing materials ("ACM") in non-residential "public" buildings in the Mutual to all employees and contractors performing work within said buildings, and to all Members of the Mutual.

In addition, the Mutual is required to disclose to new owners, within 15 days of acquiring title to a Manor, the existence of asbestos-containing material in non-residential "public" buildings within the Mutual.

Village Management Services, Inc., as Employer, and as Agent, for the Associations which own or manage the buildings at Laguna Woods Village, Laguna Woods for their Members, hereby notifies all its Employees, Contractors and all Mutual Members and Transferees, that some buildings within Laguna Woods Village have been surveyed and found to contain asbestos. The analytical method used to determine asbestos content was polarized light microscopy/dispersion staining. Since the community has an active Asbestos Operations and Maintenance program, testing is ongoing. Because of the high cost to conduct a complete asbestos survey and analysis of all buildings, surveys are conducted only upon repair, remodel, addition to or removal of a building or part of a building suspected to contain asbestos materials, as required by Labor Codes. The Certificates of Analysis for any testing received to date are available to employees, contractors, owners and tenants and transferees for review and photocopying from the Laguna Woods Village Human Resources/Safety Office, 24351 El Toro Road, Laguna Woods, CA., between 9:00a.m. and 5:00 p.m., Monday through Friday.

The following buildings in Laguna Woods Village, Laguna Woods were constructed prior to 1979 and thus may contain asbestos in one or more construction materials: All community facilities buildings (with the exception of Clubhouse Seven, Village Greens, the Mini-Gym at Clubhouse One, the Broadband Services Bldg., the Laguna Woods Village Community Center Bldg., the Vehicle Maintenance Bldg., and a portion of the Warehouse - all constructed after 1979), including Clubhouses and outbuildings, Library, Maintenance Warehouse Bldg., Stables, Gatehouses, Garden Center buildings, all detached laundry buildings, and residential buildings Nos.1 through 5543 inclusive.

Exhibit A  
Disclosure Notice Continued

At the time most of the buildings in Laguna Woods Village were constructed, asbestos-containing materials met local codes as well as state and federal regulations and were extensively used in many building products including but not limited to: ceiling tile, floor tile/linoleum and mastic, textured wall surfaces, sprayed acoustical ceilings, fire doors, structural fireproofing, pipe/boiler insulation, attic insulation, and heating duct material/insulation.

According to the National Cancer Institute and the Environmental Protection Agency, any asbestos in these materials does not present a threat to health so long as the asbestos is not disturbed and does not become airborne.

However, because breathing asbestos has been known in some instances to cause cancer and other forms of lung disease, sanding, scraping, drilling, sawing, crushing, tearing/breaking up, or otherwise disturbing asbestos-containing materials presents a potential health risk. Therefore, you are directed not to perform such tasks in areas with ACM present or suspected unless the area/materials have been tested and found not to contain asbestos or if specifically assigned or contracted to do such work and it is in accordance with all federal, state, and local laws as well as internal guidelines called for in the Asbestos Operations and Maintenance plan and other company safety and environmental policies and procedures.

Managing Agent employees whose work orders require them to construct, repair, maintain or otherwise disturb construction materials that may contain asbestos are hereby directed to follow the current regulations and policies noted above and to wear the required protective equipment, prior to performing such work. Questions concerning instructions and equipment should be directed to the HR/Safety Supervisor at (949) 597-4321.

It is illegal to place asbestos materials or debris in Laguna Woods Village trash dumpsters. Such materials must be disposed of separately in accordance with State and County regulations to avoid fines. Contact the HR/Safety Supervisor at (949) 597-4321 for details.

If you become aware of any asbestos-containing material becoming damaged or otherwise disturbed, please contact Laguna Woods Village Resident Services at (949)597-4600 or the HR/Safety Supervisor at (949) 597-4321.



December 19, 2017

Exhibit B Notice of Assignment of Rents



**RE: NOTICE TO LESSEE - ASSIGNMENT OF RENTS**

Dear \_\_\_\_\_:

Pursuant to Section IV (c) of the Lease Policy which you executed on \_\_\_\_\_ as the Lessee(s), with \_\_\_\_\_ as the Lessor, for the premises located in Third Laguna Hills Mutual (TLHM). Dwelling Manor Number \_\_\_\_\_, you are hereby notified that your monthly rental payment should be made directly to Third Laguna Hills Mutual, a California nonprofit mutual benefit corporation, to cover the delinquent assessment payment which your Lessor owes to the Corporation.

**PAYMENT TO TLHM DOES NOT CONSTITUTE A BREACH OF YOUR LEASE AGREEMENT.** Failure to remit the rental fee directly to TLHM may result in TLHM's member disciplinary process and/or loss of privileges.

Until you are notified that you may resume making your monthly payments of rent to the Lessor, **you must make your monthly rent payments to TLHM, commencing with the payment due on \_\_\_\_\_ to the following address:**

Third Laguna Hills Mutual  
Attn: Manor Payment Representative  
PO Box 2220  
Laguna Hills, CA 92654-2220

**Please make your checks payable to Third Laguna Hills Mutual.**

If you have any questions in connection with this Notice, or the method of making your monthly rental payments to the Corporation, please contact the Manor Payments Representative at (949) 597-4221. A pre-addressed envelope is enclosed for your convenience.

Sincerely,

Bryan English  
Accounting Supervisor  
Financial Services Division

cc: Lessor  
Leasing Department

**Exhibit C**  
**Lease Authorization Procedure and Application**

Members applying for Approval to lease their Manor and each of their prospective Lessees must fill out the Application on the following pages in order to obtain the necessary Approval from TLHM for such Lease. The steps and required information/documentation that must be provided along with the Application are described below.

- A. The Member must complete and submit the written Application for Authorization to Lease for Board review. The Application is available for download at [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com) or upon request from the Resident Services Department.
- B. The Application and additional documentation must be submitted to the Resident Services Department. Additional required documentation:
  - 1. Check for processing fee made payable to GRF
  - 2. Member's Resident ID card
  - 3. Proof of age/identity (copy of driver's license, birth certificate, or passport) for each Lessee
  - 4. Copy of pending and executed lease agreement
  - 5. Declaration Regarding Criminal Record
  - 6. Emergency Contact Information for each Lessee
  - 7. Declaration of Understanding
- C. For Lease Renewals and Extensions the following documentation are required:
  - 1. Lease Authorization Application
  - 2. Check for processing fee made payable to GRF
  - 3. Copy of pending and executed lease agreement
  - 4. Emergency Contact Information for each Lessee
  - 5. Declaration Regarding Criminal Record
  - 6. Declaration of Understanding
- D. For Lease Amendments the following documents are required:
  - 1. Lease Amendment Form
  - 2. Check for processing fee made payable to GRF
  - 3. Proof of age/identity (copy of driver's license, birth certificate, or passport) for each new Lessee
  - 4. Copy of Amended Lease Agreement
  - 5. Declaration Regarding Criminal Record
  - 6. Emergency Contact Information for each Lessee
  - 7. Declaration of Understanding
- E. The Board or authorized VMS staff member(s) will review the Application for Lease Authorization and approve or deny the request in writing.

December 19, 2017

- F. Upon receipt of an Application for Lease Authorization, extension or renewal, the Lease Authorization Office will research whether the Member and/or Lessee has received notices of rules violations or is subject to any outstanding Charges and Assessments before approval of the application.
- G. The Lease Authorization Office will notify the Member of the results within ten (10) business days subject to the terms and conditions that exist with Rush applications, unless it notifies the Member that it requires additional time to review and/or requests additional information from the Member while conducting its review.
- H. The Lease Authorization Office hours of operation are Monday-Friday, federal holidays excepted, 8:00 A.M. to 5:00 P.M., phone number (949) 597-4323.
- I. Mailing address is P.O. Box 2220, Laguna Hills, CA 92654-2220.

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**Exhibit C**  
**Lease Authorization Application**

Unit No: \_\_\_\_\_

Return completed application to: Lease Authorization Office located in Resident Services Department, 24351 El Toro Road, Laguna Woods, CA 92637; Phone: 949-597-4600, E-mail: [communityservices@vmsinc.org](mailto:communityservices@vmsinc.org)

<b>Manor Information</b>	
Manor Address:	
Carport #:	Space #:
Lease Term Date From:	To:
<b>Member #1 Information</b>	
First Name:	Last Name:
Telephone:	Cell Phone:
E-mail:	
Mailing Address:	
<b>Member #2 Information</b>	
First Name:	Last Name:
Telephone:	Cell Phone:
E-mail:	
Mailing Address:	
<b>Agent or Agency</b>	
First Name:	Last Name:
Telephone:	Cell Phone:
E-mail:	
Mailing Address:	
<b>Reason For Leasing</b>	

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<b>Information for Lessee #1</b>		<b>Lessee #1 ID No.</b> _____
First Name:	Last Name:	
Telephone:	Cell Phone:	
Date of Birth:	SS#:	
E-mail:		
Occupation:		
Current Monthly Income:	Source of Income:	
Move in Date:		
Prior Addresses (Include information for the past 5 years/Use additional paper if required)		
Present Home Address:		
Length of Time/From:	To:	
Reason for Leaving:		
Previous Home Address:		
Length of Time/From:	To:	
Reason for Leaving:		
Next Previous Home Address:		
Length of Time/From:	To:	
Reason for Leaving:		
Has proposed Lessee #1 been convicted of a felony in the last 20 years?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Has proposed Lessee #1 been convicted of a misdemeanor involving moral turpitude in the last 5 years?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Information for Lessee #2</b>		<b>Lessee #2 ID No.</b> _____
First Name:	Last Name:	
Telephone:	Cell Phone:	
Date of Birth:	SS#:	
E-mail:		
Occupation:		
Current Monthly Income:	Source of Income:	
Move in Date:		
Prior Addresses (Include information for the past 5 years/Use additional paper if required)		
Present Home Address:		
Length of Time/From:	To:	
Reason for Leaving:		
Previous Home Address:		
Length of Time/From:	To:	

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Reason for Leaving:				
Next Previous Home Address:				
Length of Time/From:		To:		
Reason for Leaving:				
Has proposed Lessee #1 been convicted of a felony in the last 20 years?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Has proposed Lessee #1 been convicted of a misdemeanor involving moral turpitude in the last 5 years?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Lease Authorization Agreement</b>				
The undersigned acknowledges receipt of the Lease Policy and acknowledges that it does not represent any direct or indirect liability on behalf of Third Laguna Hills Mutual (TLHM), the Golden Rain Foundation of Laguna Woods (GRF), and Village Management Services, Inc. (VMS), and each of their respective directors, officers, employees, and agents.				
Acknowledgment	<b>Initial(s)</b>			
	Member #1	Member #2	Lessee #1	Lessee #2
Does Lessee(s) have authorization to request repairs on behalf of the Member or work for which there is a charge? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>				
Member #1 Name (Print):	Member Signature:	Date:		
Member #2 Name (Print):	Member Signature:	Date:		
Lessee #1 Name (Print):	Lessee Signature:	Date:		
Lessee #2 Name (Print):	Lessee Signature:	Date:		

December 19, 2017

ACTION BY MUTUAL BOARD OF DIRECTORS	
APPLICATION DENIED	APPLICATION APPROVED
The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is <b>denied</b> .	The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is <b>approved</b> .
SIGNATURE	SIGNATURE
SIGNATURE	SIGNATURE
SIGNATURE	SIGNATURE
DATE:	DATE:

Date \_\_\_\_\_

By \_\_\_\_\_  
Authorized Agent

December 19, 2017



## DECLARATION REGARDING CRIMINAL RECORD

Each non-member occupant is required to sign a separate "Declaration Regarding Criminal Record".

The following representations are made pursuant to Article II, Section 2 (c) of the Covenants, Conditions and Restrictions (CC&Rs) of Third Laguna Hills Mutual.

TO: Third Laguna Hills Mutual

The undersigned hereby states:

- 1. I have not been convicted of a felony within the last twenty years, and/or**
- 2. I have not been convicted of a misdemeanor involving moral turpitude within the last five years.**

Executed on \_\_\_\_\_ at \_\_\_\_\_  
Date City/State

I understand that falsification or misrepresentation of any information contained herein shall automatically render the Lease Authorization Application null and void.

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Lessee Name Printed



December 19, 2017



## DECLARATION REGARDING CRIMINAL RECORD

*Each non-member occupant is required to sign a separate "Declaration Regarding Criminal Record".*

The following representations are made pursuant to Article II, Section 2 (c) of the Covenants, Conditions and Restrictions (CC&Rs) of Third Laguna Hills Mutual.

TO: Third Laguna Hills Mutual

The undersigned hereby states:

- 1. I have not been convicted of a felony within the last 20 years, and/or**
- 2. I have not been convicted of a misdemeanor involving moral turpitude within the last five years.**

Executed on \_\_\_\_\_ at \_\_\_\_\_  
Date City/State

I understand that falsification or misrepresentation of any information contained herein shall automatically render the Lease Authorization application null and void.

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Lessee Name Printed

December 19, 2017



### Declaration of Understanding

I have read and understand the Third Laguna Hills Mutual Lease Authorization Policy and agree to comply with its Terms and Conditions. The information provided on the Lease Authorization Application dated \_\_\_\_\_ is true and correct.

\_\_\_\_\_  
Member #1 Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member #1 Signature

\_\_\_\_\_  
Member #2 Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member #2 Signature

\_\_\_\_\_  
Lessee #1 Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee #1 Signature

\_\_\_\_\_  
Lessee #2 Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee #2 Signature

## THIRD LAGUNA HILLS MUTUAL

### SECTION 4 AIR CONDITIONING UNITS/HEAT PUMPS

REVISED SEPTEMBER 2005, RESOLUTION 03-05-20

REVISED FEBRUARY 2006, RESOLUTION 03-06-09

REVISED SEPTEMBER 2006, RESOLUTION 03-06-40

REVISED JULY 2010, RESOLUTION 03-10-100

GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49

REVISED SEPTEMBER 2013, RESOLUTION 03-13-98

REVISED JULY 2015, RESOLUTION 03-15-101

#### **1.0 GENERAL REQUIREMENTS**

- 1.1 PERMITS AND FEES:** A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Permits and Inspections office with City permit number(s) prior to beginning work.
- 1.2 MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.
- 1.3 CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).
- 1.4 WORK HOURS:** No work shall commence prior to 7:00a.m. and no work shall be permitted after 6:00p.m. Monday through Friday. Work on Saturday shall be permitted from 9:00a.m. – 2:00p.m. for work which results in construction-related noise (e.g. cutting tile, hammering, and use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00a.m. – 6:00p.m. No work whatsoever shall be permitted on Sunday.
- 1.5 PLANS:** The Member applying for a permit shall provide to the Permits and inspections Office a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING**

**IS NOT PERMITTED.** Contractor's or Member's dumpsters, if required, must have location approved by the Permits and Inspections office.

**1.7 CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.

**1.8 CONTRACTOR'S CONDUCT:** Member's contractor's, their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.

**2.0 THROUGH THE WALL A/C-H/P UNITS**

**2.1** Units must be installed in knock-out panel areas, under windows, or as determined by the Permits and Inspections office, with due consideration given to the effect on adjoining manors.

**2.2** No condensing unit may be located or project directly into any walkway, breezeway or interior court of a three-story building.

**2.3** Window mounted units are prohibited.

**2.4**

**2.5** Condensing units must not be located more than 12" off the floor as measured from the bottom of the unit, unless otherwise approved by the Permits and Inspections office due to site conditions.

**2.6** Sleeves must be painted to match the color of the wall.

**2.7** Above grade installation of heat pumps require condensation drain line connection to an approved discharge location. Mutual Member assumes all responsibilities for any damage that may occur.

**2.8** In the absence of an approved alternate heat source, removal of the through-the-wall AC/Heat pump and wall condensing unit sleeves is prohibited.

**2.9**

**2.9 Removal of sleeves in stucco walls:**

a. Removal of sleeves in multi-story buildings is prohibited.

- b. Removal of sleeves in stucco walls of single story buildings shall be evaluated on a case-by-case basis. A variance may be required.
  - c. When permitted, removal of sleeves in stucco walls require that the patch be made in accordance with standard construction practices to maintain the water proof integrity of the wall. The texture and color must match the existing wall.
- 2.9.1 Removal of sleeves in walls with wood siding must be made in accordance with standard construction practices to maintain the water proof integrity of the wall. The entire section of wood siding under a window, from trim to trim, must be replaced and the texture and color must match the existing wood siding.

### **3.0 CENTRAL AND DUCTLESS UNITS**

- 3.1 Only one condensing unit per manor is permitted.
- 3.2 Roof-mounted self-contained package units are prohibited.
- 3.3 No outdoor condensing unit will be larger than 48" high, 37" wide, and 36" deep.
- 3.4 Outdoor condensing units for single level manors shall be installed on the ground only.
- 3.5 Outdoor condensing unit locations for two story buildings are as follows: first floor manors will be installed only on the ground, second floor manors will be installed only on the flat roof, directly above the manor, or on the ground.
- 3.6 Outdoor condensing unit locations for three story buildings are as follows: first floor manors will be installed only on the ground, second floor manors will be installed on the flat roof directly above the manor, or on the ground, third floor manors will be installed only on the flat roof, directly above the manor.
- 3.7 The location of outdoor condensing units must be approved by the Permits and Inspections office. Prior to permit issuance, consideration will be given to any affected or adjoining manors. The Mutual Member is required to submit signed Neighbor Awareness forms as deemed needed by the Permits and Inspections office.
- 3.8 All landscape and irrigation revisions required to accommodate the location of an outdoor condensing unit must be performed by the Mutual at the Mutual Member's expense.

- 3.9** Ground-mounted outdoor condensing units must be located within 24" of the building wall and mounted on a manufactured non-metallic and/or concrete pad.
- 3.9.1** All exterior wiring, condensate, and coolant lines must be encased in a single square sheet metal two-piece chaseway painted to match the color of the wall to which it is attached. No roof ducts or chases are allowed.
- 3.9.2** The chaseway must be made rodent proof by using wire-mesh at the bottom of the chaseway.
- 3.9.3** Watertight seals must be provided around all penetrations.
- 3.9.4** Each installation on a building's elevation that faces another building or heavily traveled common area will be limited to **one run** and the length must be kept to a minimum and be as unobtrusive as possible.
- 3.9.5** Each installation on a building's elevation that does not face another building or heavily traveled common area will be limited to **three runs**, and the lengths must be kept to a minimum and be as unobtrusive as possible.
- 3.9.6** Cutting of a cornice moulding to accommodate a chaseway shall be performed by removing the affected section of moulding, cutting the metal flashing at both ends, applying sealant under the metal flashing, bending the metal flashing to be flush with the wall and fastening the metal flashing in place using screws. Sealant shall be applied as needed and the cut ends of the cornice moulding shall be sealed.
- 3.9.7** Roof-mounted condensing units must be mounted on a raised platform constructed per Mutual approved standard plan drawings. All tie-ins to a PVC Cool Roof must be performed by a certified roofing contractor. A Roofing Contractor Verification form will be required prior to the issuance of a permit.
- 3.9.8** Cutting or altering of roof trusses for the installation of air handlers in attic spaces is strictly prohibited.
- 3.9.9** When air handlers are installed in water heater closets, sufficient space must be provided above and around the water heater for repair and replacement of the water heater.

## THIRD LAGUNA HILLS MUTUAL

### SECTION 6 BLOCK WALLS

JANUARY 1989

REVISED MAY 1996, RESOLUTION M3-96-28

GENERAL REQUIREMENTS REVISED 2011, RESOLUTION 03-11-49

REVISED JULY 2013, RESOLUTION 03-13-73

#### 1.0 GENERAL REQUIREMENTS

- 1.1 **PERMITS AND FEES:** A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Permits and Inspections office with City permit number(s) prior to beginning work.
- 1.2 **MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.
- 1.3 **CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).
- 1.4 **WORK HOURS:** No work shall commence prior to 7:00a.m. and no work shall be permitted after 6:00p.m. Monday through Friday. Work on Saturday shall be permitted from 9:00a.m – 2:00p.m. for work which results in construction-related noise (e.g. cutting tile, hammering, and use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00a.m. – 6:00p.m. No work whatsoever shall be permitted on Sunday.
- 1.5 **PLANS:** The Member applying for a permit shall provide to the Permits and Inspections office a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 **DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's or Member's dumpsters, if required, must have location approved by the Permits and Inspections office.

- 1.7 **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.
- 1.8 **CONTRACTOR'S CONDUCT:** Member's contractor's, their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.

## 2.0 **APPLICATIONS**

- 2.1 All walls shall be of slump-stone block 4x4x16, 4x6x16, or 6x6x16 slump-stone or block to match existing wall only may be used.
- 2.2 Block will be painted to match the color of the building. Excess mortar will be removed. Weep-holes of the proper size and location shall be used provided as needed.
- 2.3 No wall shall be over 5 feet in height or under 12 inches in height.
- 2.4 Walls may have decorative blocks (not on the cap providing they make up less than 1/3 of the total surface and meet with the Permits and Inspections office.
- 2.5 Wrought iron fencing may be installed as approved by the Permits and Inspections office.
- 2.6 Walls may be covered with stucco to match building or have brick caps. Openings for gates are permissible.
- 2.7 All walls built shall be constructed within the approved patio dimensions. Patio slabs shall not be extended without written approval of the Board. All walls shall be constructed on appropriate footings. Planting areas between the wall and slab are acceptable.
- 2.8 Walls existing may be lowered depending on their location as determined by the Permits and Inspections office.
- 2.9 Block walls with wrought iron fencing may be installed between the existing entry columns, and between an entry column and an adjacent wall, of single story manors. Common Area Agreements will be required when the Condominium Plan designates the location of the alteration as Mutual Common Area.

## 3.0 **RECONSTRUCTED WALLS**



- 3.1 An existing wall which is constructed of wood or wrought iron may be replaced with a block wall at the same height as the wall it is replacing.

#### **4.0 PLANTER WALLS**

- 4.1 Planter walls shall be defined as any masonry items set in concrete, held together with mortar, or more than one course in height, and shall be subject to the requirements set forth in the following sections.
- 4.2 Placement of planter walls will be adjacent to the building walls, walks, and patios. Planter walls shall be within 48" of such areas and will begin and end connected to the aforementioned construction items.
- 4.3 Planter walls shall be no higher than 12" as constructed along level surfaces. In areas where irregularities in the grounds exist, additional courses may add to the height of the wall to maintain a level running height.
- 4.4 A 4" concrete mowing strip shall be poured alongside the planter wall in all cases where grass abuts the wall. (4" minimum thickness is required.)
- 4.5 Planter walls shall not be built on the berm or crest of any bank or in yard areas that will create new planting areas not already designated as such.
- 4.6 In all cases, a drawing will be provided to the Permits and Inspections office for review and adjustments to meet the intent of this section.
- 4.7 Areas designated as planters around trees may have a planter wall depending on the type of tree existing due to its growth, root, and maintenance characteristics. In each case, the Landscape Division will be consulted concerning trunk coverage and dirt banking at the base of the tree to insure that it will not be damaged.
- 4.8 Applications for planters along building walls will be denied where the grade or dirt level will be increased up the footing to the stucco screed or bottom sill plate. The building code requirement of 6" clearance between plate and grade will be maintained.

#### **5.0 SPRINKLER REVISIONS**

- 5.1 Sprinklers will be revised only by the managing agent's Landscape crews; the cost of such revisions shall be borne by the resident owner of that unit.
- 5.2 No sprinklers will be placed inside any patio area by the managing agent's Landscape crews, and any systems added shall not be connected to the Mutual-owned system.

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## **RESOLUTION 03-17-XXX**

### **Variance Request**

**WHEREAS**, Ms. Catherine Palmer of 3174-C Via Vista, a Las Flores style manor, is requesting Board approval of a variance to construct a room addition on the same footprint as the existing enclosed patio; and

**WHEREAS**, a Neighborhood Awareness Notice was sent to Owners of affected Units on December 1, 2017, 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 Controls and Standards Committee or in person at the Architectural Controls and Standards Committee Meeting on December 18, 2017.

**NOW THEREFORE BE IT RESOLVED**, on January 16, 2018, the Board of Directors hereby approves the request for the variance to the requesting member with the condition that the proposed alteration is constructed in accordance with the following criteria:

1. Built up flat roof system is required to be used for the proposed roof.
2. No improvement shall be installed, constructed, modified or altered at Manor **3174-C**, ("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.
3. A Mutual Consent for Manor Alterations has been granted at **3174-C** for **replacing sunroom with room addition**, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
4. 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.

5. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 3174-C and all future Mutual members at 3174-C.
6. Member Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, and use of Mutual property for storage of equipment or materials without prior approval. Member Owner acknowledges and agrees that all such persons are his/her invitees. Member Owner shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations.
7. Member Owner shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment, traffic or other charge levied in connection therewith.
8. 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.
9. Member Owner's contractors and other invitees shall have business signage on vehicles and travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
10. 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.
11. 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.
12. 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.
13. 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.

14. 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.
15. 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 as "Third Laguna Hill Mutual Color Selections" at Resident Services, located at the Community Center first floor.
16. 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>.
17. This approval does not change the number of bedrooms or the original maximum occupants permitted in the Manor.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.

23. 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 same.

**RESOLUTION 03-18-XX**  
**Variance Request Denial**

**WHEREAS**, Amikam and Rebeca Gilad of 5585-B of Third Laguna Hills Mutual, submitted a request to install pavers on the driveway adjacent to their Manor;

**NOW THEREFORE BE IT RESOLVED**, on January 19, 2018, the Board of Directors hereby denies the request; 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.

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**RESOLUTION 03-18-xxx**  
**Tree Removal Approval**

**WHEREAS**, September 20, 2011, that the Board of Directors adopted Resolution 03-11-149 tree removal guidelines:

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction if the obstruction is at a considerable distance from the complaining manor and therefore causes only a partial obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on January 4, 2018, the Landscape Committee recommended to approve the request to remove the tree located at 5585-B; and

**NOW THEREFORE BE IT RESOLVED**, January 16, 2018, the Board of Directors approved a request for the removal of one Fern Pine tree;

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

**RESOLUTION 03-18-xxx**  
**Tree Removal Denial**

**WHEREAS**, September 20, 2011, that the Board of Directors adopted Resolution 03-11-149 tree removal guidelines:

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction if the obstruction is at a considerable distance from the complaining manor and therefore causes only a partial obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on January 4, 2018, the Landscape Committee recommended to deny the request to remove one tree located at 5412; and

**NOW THEREFORE BE IT RESOLVED**, January 16, 2018, the Board of Directors denied a request for the removal of one American Sweet Gum tree because it does not comply with the tree removal guidelines;

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

**RESOLUTION 03-18-xxx**  
**Tree Removal Approval**

**WHEREAS**, September 20, 2011, that the Board of Directors adopted Resolution 03-11-149 tree removal guidelines:

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction if the obstruction is at a considerable distance from the complaining manor and therefore causes only a partial obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on January 4, 2018, the Landscape Committee recommended to approve the request to remove one tree located at 5412; and

**NOW THEREFORE BE IT RESOLVED**, January 16, 2018, the Board of Directors approved a request for the removal of one American Sweet Gum tree;

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

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## **RESOLUTION 03-18-XX**

### **Recording of a Lien**

**WHEREAS**, Member ID 931-371-09; is currently delinquent to Third Laguna Hills Mutual with regard to the monthly assessment; and

**WHEREAS**, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

**NOW THEREFORE BE IT RESOLVED**, January 16, 2018, that the Board of Directors hereby approves the recording of a Lien for Member ID 931-371-09 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 03-18-XX**

### **Recording of a Lien**

**WHEREAS**, Member ID 931-480-42; is currently delinquent to Third Laguna Hills Mutual with regard to the monthly assessment; and

**WHEREAS**, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

**NOW THEREFORE BE IT RESOLVED**, January 16, 2018, that the Board of Directors hereby approves the recording of a Lien for Member ID 931-480-42 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 03-18-XX**

### **Recording of a Lien**

**WHEREAS**, Member ID 934-901-41; is currently delinquent to Third Laguna Hills Mutual with regard to the monthly assessment; and

**WHEREAS**, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

**NOW THEREFORE BE IT RESOLVED**, January 16, 2018, that the Board of Directors hereby approves the recording of a Lien for Member ID 934-901-41 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 03-18-XX**

### **Recording of a Lien**

**WHEREAS**, Member ID 931-510-33; is currently delinquent to Third Laguna Hills Mutual with regard to the monthly assessment; and

**WHEREAS**, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

**NOW THEREFORE BE IT RESOLVED**, January 16, 2018, that the Board of Directors hereby approves the recording of a Lien for Member ID 931-510-33 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**

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**DATE:** January 16, 2018  
**FOR:** Board of Directors  
**SUBJECT:** Anti-discrimination Policy

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### **RECOMMENDATION**

Staff recommends introduction of a resolution to create an Anti-discrimination Policy.

### **BACKGROUND**

Federal law prohibits discrimination in housing based on race, color, religion, sex, national origin, familial status and disability. Additionally federal law also provides that discrimination includes a refusal to permit, at the expense of the handicapped person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises.

California law prohibits the owner of any housing accommodation to discriminate against or harass any person because of the race, color, religion, sex, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information of that person. See other legal requirements in attached Resolution.

### **DISCUSSION**

On occasion the Mutual receives claims of anti-discrimination. United recently approved a similar policy and the GRF and Third Attorneys recommended following suit believing that it is a good practice to have such a policy (Attachment 1) in place and recommended approval of the document by the Boards.

### **FINANCIAL ANALYSIS**

None

**Prepared By:** Lori Moss, Community Manager

**Reviewed By:** Cheryl Silva, Assistant Corporate Secretary

### **ATTACHMENT(S)**

ATT 1 - Anti-discrimination Policy

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# THIRD LAGUNA HILLS MUTUAL

## Anti-Discrimination Policy

Adopted \_\_\_\_\_, 2018

Resolution \_\_\_\_\_

### I. Purpose

The purpose of this document is to strengthen, clarify and confirm Third Laguna Hills Mutual's (TLHM) anti-discrimination policy pursuant to applicable law.

### II. Definitions

For the purposes of this policy:

- a. Resident is defined as a Member or Lessee who has been approved by the Board of Directors for occupancy.
- b. Protected Class is defined to mean one's race, color, religion, sex, national origin or ancestry, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability or genetic information

### III. Policy

- a. The officers, directors, committee members and/or any agent of TLHM, including, but not limited to, management, shall not discriminate in employment, contracting, compensation, termination, upgrading, promotions, or enjoyment of services, amenities, privileges and other conditions against any Resident, employee, contractor, subcontractor, or guest on the basis of his or her Protected Class.
- b. TLHM is an equal opportunity corporation and will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the basis of his or her Protected Class.

- c. TLHM will be committed to providing an inclusive and welcoming environment for all Residents, guests, employees, contractors, subcontractors and vendors.
- d. If a Resident, guest, employee, contractor, subcontractor, or vendor feels that he or she has been discriminated against and/or harassed on the basis of his or her Protected Class, he or she should immediately report the matter to management. If that person is not available or the individual feels that it would be unproductive to inform that person, he or she should immediately contact the President or member of the Board of Directors. Once the matter has been reported, it will be promptly investigated and any necessary corrective action will be taken where appropriate.
- e. Residents with a “disability” as defined by applicable law may request, in writing, that TLHM make reasonable accommodations to rules or policies or allow reasonable modifications to property in order to allow the Resident full access to his or her Manor and or TLHM Common Areas. Once the request is submitted, the Board will promptly review same and issue a response in a timely manner, under the circumstances.
- f. Should the Board approve a reasonable modification to a Resident's Manor and/or TLHM Common Area, the Board may require the Resident to bear the cost of making the modification. The Board may also require the Resident to return the Manor and/or the Common Area to its original condition once he or she vacates the Manor or the disability ceases to exist.
- g. All complaints of unlawful discrimination and/or harassment will be handled in as discreet and confidential a manner as is possible under the circumstances.



## **RESOLUTION 01-17-XX**

### **Anti-discrimination Policy**

**WHEREAS**, Third Laguna Hills Mutual (TLHM) is a non-profit mutual benefit corporation, existing under and by virtue of the laws of the State of California, pursuant to the provisions set forth in its Articles of Incorporation and Bylaws;

**WHEREAS**, California Civil Code Section 4760(a)(2) provides in part that a member may modify his or her Manor, at his or her expense, to facilitate access for persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to these persons. These modifications may also include modifications of the route from the public way to the Manor;

**WHEREAS**, federal law prohibits discrimination in housing based on race, color, religion, sex, national origin, familial status and disability;

**WHEREAS**, federal law also provides that discrimination includes a refusal to permit, at the expense of the handicapped person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises;

**WHEREAS**, California law prohibits the owner of any housing accommodation to discriminate against or harass any person because of the race, color, religion, sex, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information of that person;

**WHEREAS**, California law also prohibits (i) the owner of any housing accommodation to make or to cause to be made any written or oral inquiry concerning the race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, disability, or genetic information of any person seeking to purchase, rent, or lease any housing accommodation; (ii) any person to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a housing accommodation that indicates any preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information or an intention to make that preference, limitation, or discrimination; and (iii) to otherwise make unavailable or deny a dwelling based on discrimination because of race, color, religion, sex, gender identity, gender expression, sexual orientation, familial status, source of income, disability, genetic information, or national origin”;

**WHEREAS**, the Bylaws provide that TLHM has the express power and duty to manage, maintain, preserve and administer the business of the Development, and to promote the health, safety, and welfare of the residents within the Development;

**WHEREAS**, the Board has the power to adopt, amend, or repeal, in its discretion, rules and regulations not inconsistent with the provisions of the governing documents, respectively; and,

**WHEREAS**, TLHM desires to strengthen, clarify and confirm its anti-discrimination policy pursuant to applicable law.

**NOW, THEREFORE BE IT RESOLVED**, February 20, 2018, that the Board of Directors of this Corporation hereby introduces the Anti-discrimination policy; and

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

**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 30-days from the postponement to comply with Civil Code §4360.**

## ENDORSEMENT

(From Third Architectural Controls and Standards Committee to Third Board)

### New Alteration Standard Section 47 - Bathroom Splits

On November 27, 2017, the Third Architectural Controls and Standards Committee recommended creating a new Architectural Standard for bathroom splits, which is defined as creating a second bathroom in the footprint of the original bathroom. This alteration currently requires a Variance Request; creating a Standard eliminates the need for Members to apply for a Variance Request and enables them to use the Mutual Consent process for this type of alteration.

By consensus the committee agreed to submit this recommendation to the Board in January.

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## STAFF REPORT

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**DATE:** January 16, 2017  
**FOR:** Board of Directors  
**SUBJECT:** New Alteration Standard Section 47 – Bathroom Splits

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### **RECOMMENDATION**

Approve a resolution to introduce Alteration Standard Section 47 – Bathroom Splits

### **BACKGROUND**

The Architectural Controls and Standards Committee (ACSC) requested staff to create an Alteration Standard to standardize the construction of alterations that involve revising the floorplans of Manors that contain a single bathroom to create a second bathroom. These alterations are commonly referred to as bathroom splits. These alterations require a Variance Request and are reviewed by the Architectural Controls and Standards Committee.

### **DISCUSSION**

The proposed Alteration Standard Section 47 – Bathroom Splits is intended to standardize the design and approval of alterations in which a single bathroom is converted to two bathrooms. The Alterations Department receives numerous requests from Members to revise the floorplans of their manors to create a second bathroom. While there are several Standards that exist for specific floorplans; they do not address the majority of the floorplans. This proposed standard will apply to most floorplans, reducing the number of Variance Requests for this type of alteration.

### **FINANCIAL ANALYSIS**

None

**Prepared By:** Kurt Wiemann, Permits, Inspections and Restoration Manager  
**Reviewed By:** Eve Morton, Alterations Coordinator

### **ATTACHMENT(S)**

**Attachment 1: Resolution 03-17-XXX Alteration Standard Section 47**

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## **RESOLUTION 03-17-XX**

### **New Alteration Standard Section 47 – Bathroom Splits**

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

**WHEREAS**, the Architectural Controls and Standards Committee has reviewed numerous Variance Requests to remodel bathrooms, specifically to create a second bathroom in the footprint of the original bathroom, this type of alteration is commonly referred to as a bathroom split;

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to create a new Standard for these alterations, eliminating the need for Members to apply for a Variance Request for a common alteration.

**NOW THEREFORE BE IT RESOLVED**, January 16, 2018, that the Board of Directors of this Corporation hereby introduces the following Standard Section 43 of the Alteration Standards for Bathroom Splits;

### **SECTION 47 BATHROOM SPLITS**

#### **FOR GENERAL REQUIREMENTS SEE SECTION 1 GENERAL REQUIREMENTS FOR ALTERATION STANDARDS**

#### **2.0 APPLICATIONS**

- 2.1 Bathroom splits are prohibited in Manors with two bathrooms.
- 2.2 Manors with two bathrooms may reconfigure walls and doors within the same foot print only.
- 2.3 Manors with one full bathroom may split bathroom into two bathrooms as follows:
  - a. The original footprint may be extended up to three feet, in one direction.
  - b. The extension of a bathroom footprint may not involve a load bearing wall or supporting columns.
  - c. The extension of a bathroom footprint may not extend into adjacent hallways.
- 2.4 Prior to connecting into any plumbing work, the **waste line is to be inspected by the Mutual at the Member(s) expense.**
- 2.5 Detailed architectural or engineered plans, including plumbing plans for all piping for bathroom split alterations, shall be submitted to the Alterations Department for approval. These plans shall include: pipe penetrations, location of plumbing connections and vents, pipe sizes, and types. As-builts shall be submitted if any changes are made to the approved plans.

- 2.6 Sewer line connections will consist of a minimum 2" waste line tied into a minimum 2" waste line. All exposed existing cast iron waste lines and connections shall be replaced with ABS or PVC.
- 2.7 All water supply lines shall be of Type M copper; minimum 1/2" diameter.
- 2.8 All pressure lines shall be securely strapped to prevent movement or knocking.
- 2.9 All piping in bathrooms with adjacent Manors shall be insulated for sound reduction, including penetrations thorough framing.
- 2.10 The Mutual Member assumes all responsibility for any damage that may occur due to construction.

### **3.0 ADDITIONAL REQUIREMENTS FOR INSTALLATIONS**

- 3.1 Alterations involving common walls shall be fire rated per current California Building Code.
- 3.2 All exhaust fans must be installed per the Exhaust Fan/Vent Installation Standard.
- 3.3 All penetrations through walls shall be properly sealed to prevent water intrusion.
- 3.4 The waterproof integrity of the roof, including the selection and use of appropriate flashing and sealers, must be maintained.
- 3.5 Roof tie-ins for vents on PVC Cool Roofs must be made by an approved roofing contractor. A Roofing Contractor Verification Form will be required prior to the issuance of a permit.
- 3.6 Cutting or altering roof trusses for the installation of vents in attic spaces are strictly prohibited.

### **4.0 OBLIGATIONS**

- 4.1 Member is responsible for damages to roof or other structures caused by any alteration.
- 4.2 The Mutual Member is responsible for, and will bear all costs associated with clean-up or repair of Mutual owned or controlled property made necessary by or resulting from the alteration.

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

**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 30-days from the postponement to comply with Civil Code §4360.**



Third Laguna Hills Mutual  
Architectural Controls and Standards Committee – Open Session  
December 18, 2017

#### ENDORSEMENT

##### **Revisions to Alteration Standard 10 – Doors, Exterior**

A motion was made and carried by consensus to recommend that the Board approve revisions to Third Mutual's Alteration Standard 10; Doors Exterior.

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## STAFF REPORT

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**DATE:** January 16, 2018  
**FOR:** Board of Directors  
**SUBJECT:** Revisions to Alteration Standard 10 – Doors, Exterior

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### **RECOMMENDATION**

Approve a resolution to revise Alteration Standard Section 10 – Doors, Exterior

### **BACKGROUND**

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

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

Alteration Standard Section 10 – Doors, Exterior was last revised in March 2003, via Resolution 03-02-22.

### **DISCUSSION**

The ACSC has reviewed the existing Alteration Standard Section 10 – Doors, Exterior and determined that the Standard needs to be revised to reflect the current Building Codes, Municipal Codes, or Mutual policies. The proposed revisions to the Standard are as follows:

- §2.2 Dutch doors, split doors and French doors may be allowed provided any and all required permits are obtained through the City of Laguna Woods and the Permits and Inspections office. All costs of maintenance shall be borne by the Mutual member. ~~The exterior of the doors shall match the Mutual's painting policy, be of natural or stained wood, or of vinyl material.~~
- §2.3 Glass in entry doors may be allowed provided it follows the standards set for such installation as required by ~~the current California Building Code. the Uniform Building Code and complies in all respects with such standards.~~
- §2.4 Door trim shall not exceed 3" in width unless prior approval is obtained from the Alterations Department.
- §3.1 ~~All doors shall be painted or stained to maintain an appearance that conforms to the approved paint color criteria as dictated by the Mutual's Policy on Exterior Paint Colors and Procedures. Doors shall be of natural or stained wood or fiberglass or vinyl clad material. Painted doors shall be the body or trim color of the building, or be white.~~
- §3.3 Exterior doors shall be compliant with the current edition of the ~~Uniform~~ California Building Code.

**§3.4** Any required irrigation or landscaping modifications resulting from the door (or required ~~steep~~ landing) installation must be performed by the ~~PCM~~ Agent's Landscaping Division, at the Mutual member's expense.

After review of the Standard the ACSC determined that the following sections should be added to the Standard:

**§3.5** Exterior doors shall only be allowed in existing openings. For existing openings wider than 36", doors with accompanying sidelights may be used.

**§3.6** Existing header height must remain unchanged.

### **FINANCIAL ANALYSIS**

None

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

**Reviewed By:** Eve Morton, Alterations Coordinator

### **ATTACHMENT(S)**

**Attachment 1: Resolution 03-18-XXX Revise Alteration Standard Section 10**

**Attachment 2: Redlines of Alteration Standard 10 – Doors, Exterior**

**Attachment 1**

**RESOLUTION 03-18-XX**

**Revise Alteration Standard Section 10 – Doors, Exterior**

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

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard Section 10 – Doors, Exterior.

**NOW THEREFORE BE IT RESOLVED**, January 16, 2018, that the Board of Directors of this Corporation hereby revises and amends the following section of Alteration Standard Section 10 – Doors, Exterior;

§2.2 Dutch doors, split doors and French doors may be allowed provided any and all required permits are obtained through the City of Laguna Woods and the Permits and Inspections office. All costs of maintenance shall be borne by the Mutual member. ~~The exterior of the doors shall match the Mutual's painting policy, be of natural or stained wood, or of vinyl material.~~

§2.3 Glass in entry doors may be allowed provided it follows the standards set for such installation as required by ~~the current California Building Code. the Uniform Building Code and complies in all respects with such standards.~~

§2.4 Door trim shall not exceed 3" in width unless prior approval is obtained from the Alterations Department.

§3.1 ~~All doors shall be painted or stained to maintain an appearance that conforms to the approved paint color criteria as dictated by the Mutual's Policy on Exterior Paint Colors and Procedures.~~ Doors shall be of natural or stained wood or fiberglass or vinyl clad material. Painted doors shall be the body or trim color of the building, or be white.

§3.3 Exterior doors shall be compliant with the current edition of the ~~Uniform~~ California Building Code.

§3.4 Any required irrigation or landscaping modifications resulting from the door (or required ~~steep landing~~) installation must be performed by the ~~PCM Agent's~~ Landscaping Division, at the Mutual member's expense.

**RESOLVED FURTHER**, add the following section to Alteration Standard Section 10 – Doors, Exterior; and,

§3.5 Exterior doors shall only be allowed in existing openings. For existing openings wider than 36", doors with accompanying sidelights may be used.

§3.6 Existing header height must remain unchanged.

**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.

**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 30-days from the postponement to comply with Civil Code §4360.**





## **SECTION 10 DOORS, EXTERIOR**

**JANUARY 1989**

**REVISED AUGUST 2002, RESOLUTION M3-02-38**

**REVISED MARCH 2003, RESOLUTION 03-02-22**

**GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49**

**REVISED JANUARY 2018, RESOLUTION 03-17-XX**

**FOR GENERAL REQUIREMENTS SEE SECTION 1 GENERAL REQUIREMENTS  
FOR ALTERATION STANDARDS**

### **2.0 TYPES OF DOORS**

- 2.1** All doors shall be of solid core 1-1/2" minimum thickness with exterior grade hardware.
- 2.2** Dutch doors, split doors and French doors may be allowed provided any and all required permits are obtained through the City of Laguna Woods and the Permits and Inspections office. All costs of maintenance shall be borne by the Mutual member.
- 2.3** Glass in entry doors may be allowed provided it follows the standards set for such installation as required by the current California Building Code.
- 2.4** Door trim shall not exceed 3" in width unless prior approval is obtained from the Alterations Department.

### **3.0 APPLICATIONS**

- 3.1** Doors shall be of natural or stained wood, or of fiberglass or vinyl clad material. Painted doors shall be the body or trim color of the building, or be white.
- 3.2** Screen door additions are acceptable.



- 3.3** Exterior doors shall only be allowed in existing openings. For existing openings wider than 36", doors with accompanying sidelights may be used.
- 3.4** Existing header height must remain unchanged.
- 3.5** Exterior doors shall be compliant with the current edition of the California Building Code.
- 3.6** Any required irrigation or landscaping modifications resulting from the door (or required landing) installation must be performed by the Agent's Landscaping Division, at the Mutual member's expense.



Third Laguna Hills Mutual  
Architectural Controls and Standards Committee – Open Session  
December 18, 2017

#### ENDORSEMENT

##### **Revisions to Alteration Standard 11 – Exterior Floor Coverings**

A motion was made and carried by consensus to recommend that the Board approve revisions to Third Mutual's Alteration Standard 11 – Exterior Floor Coverings.

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## STAFF REPORT

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**DATE:** January 16, 2018  
**FOR:** Board of Directors  
**SUBJECT:** Revisions to Alteration Standard 11 – Exterior Floor Coverings

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### **RECOMMENDATION**

Approve a resolution to revise Alteration Standard Section 11 – Exterior Floor Coverings

### **BACKGROUND**

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

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

Alteration Standard Section 11 – Exterior Floor Coverings was last revised in March 2003, via Resolution 03-02-23.

### **DISCUSSION**

The ACSC has reviewed the existing Alteration Standard Section 11 – Exterior Floor Coverings and determined that the Standard needs to be revised to reflect the current Building Codes, Municipal Codes, or Mutual policies. The proposed revisions to the Standard are as follows:

§3.4 Mutual members assume responsibility for any building damage, including dry rot, which occurs due to the installation or presence of a floor covering.

After review of the Standard, the ACSC determined that the following section should be added to the Standard:

§2.8 Concrete stain and epoxy coatings are permitted on concrete slabs in patios, atriums, and courtyards only. These coatings are prohibited on Common Area walkways.

### **FINANCIAL ANALYSIS**

None

**Prepared By:** Kurt Wiemann, Permits, Inspections and Restoration Manager  
**Reviewed By:** Eve Morton, Alterations Coordinator

### **ATTACHMENT(S)**

**Attachment 1:** Resolution 03-17-XXX Revise Alteration Standard Section 11  
**Attachment 2:** Redlines of Alteration Standard Section 11 – Doors, Exterior

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**Attachment 1**

**RESOLUTION 03-18-XX**

**Revise Alteration Standard Section 11 – Doors, Exterior**

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

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard Section 11 – Exterior Floor Coverings.

**NOW THEREFORE BE IT RESOLVED**, January 16, 2018, that the Board of Directors of this Corporation hereby revises and amends the following section of Alteration Standard Section 11 – Doors, Exterior;

§3.4 Mutual members assume responsibility for any building damage, including dry rot, that occurs due to the installation or presence of a floor covering.

**RESOLVED FURTHER**, add the following section to Alteration Standard Section 11 – Doors, Exterior; and,

§2.8 Concrete stain and epoxy coatings are permitted on concrete slabs in patios, atriums, and courtyards only. These coatings are prohibited on Common Area walkways.

**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.

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 30-days from the postponement to comply with Civil Code §4360.

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## **SECTION 11 EXTERIOR FLOOR COVERINGS**

**JANUARY 1989**

**REVISED MARCH 2003, RESOLUTION 03-03-23**

**GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49**

**REVISED JANUARY 2018, RESOLUTION 03-17-XX**

**FOR GENERAL REQUIREMENTS SEE SECTION 1 GENERAL REQUIREMENTS  
FOR ALTERATION STANDARDS**

### **2.0 APPLICATIONS**

- 2.1** Floor coverings are installed by the Members at their own risk. Any building activity which may damage any type of floor covering shall be the resident's responsibility.
- 2.2** Attaching substances shall encompass glues or adhesive strips for carpeting on concrete patio slabs only. Carpeting for balconies shall utilize adhesive strips only. Mortar, cements, etc., for tile only.
- 2.3.** No screws, nails, or any type of penetrating attachments shall be permitted.
- 2.4** Floor coverings shall not be installed on any non-entry walk.
- 2.5** Color, style, fashion, or design of any floor covering shall be optional.
- 2.6** Glazed tile, due to its slippery surface, is not recommended for use as a floor covering.
- 2.7** Concrete stain may be applied to patio, atrium, and courtyard slabs only.
- 2.8** A four inch mow strip will be left (set back) on all patio slab coverings. For all walkway coverings, a four inch mow strip will be installed along the entire alteration.



### **3.0 MAINTENANCE**

- 3.1** Members must maintain and/or replace, as needed, all floor coverings installed.
- 3.3 3.2** Members shall be responsible to remove any floor covering for access to the subsurface for purposes of repairs as may be required.
- 3.3** Members assume all responsibility for tile that cracks or becomes loose due to the building movement or other causes.
- 3.4** Members assume responsibility for any building damage occurred due to the installation of a floor covering.
- 3.5** On wood frame balconies, if the floor covering restricts the Mutual from performing periodic or preventive maintenance activities, the Member shall be responsible for all damages caused by the lack of maintenance.
- 3.6** If the floor covering holds moisture, restricts water drainage, or causes moisture related damage, the Member shall be responsible for all costs.



Third Laguna Hills Mutual  
Architectural Controls and Standards Committee – Open Session  
December 18, 2017

#### ENDORSEMENT

##### **Revisions to Alteration Standard 12 – Exterior Wall Attachments**

A motion was made and carried by consensus to recommend that the Board approve revisions to Third Mutual's Alteration Standard 12 – Exterior Wall Attachments.

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## STAFF REPORT

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**DATE:** January 16, 2018  
**FOR:** Board of Directors  
**SUBJECT:** Revisions to Alteration Standard 12 – Exterior Wall Attachments

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### **RECOMMENDATION**

Approve a resolution to revise Alteration Standard Section 12 – Exterior Wall Attachments

### **BACKGROUND**

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

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

Alteration Standard Section 12 – Exterior Wall Attachments was last revised in April, 1996, via Resolution M3-96-28.

### **DISCUSSION**

The ACSC has reviewed the existing Alteration Standard Section 12 – Exterior Wall Attachments and determined that the Standard needs to be revised to reflect the current Building Codes, Municipal Codes, or Mutual policies. The proposed revisions to the Standard are as follows:

- §3.1 Tile ~~pavers~~ veneer used on a vertical surface exterior wall must be attached with thin set/epoxy mortar mixes.
- §3.2 Tile and veneer used ~~as a brick veneer~~ will be limited to use on stucco covered exterior chimneys and entryway columns.

After review of the Standard, the ACSC determined that the following section should be added to the Standard:

§4.5 All trellis and wrought iron shall be mounted vertically.

### **FINANCIAL ANALYSIS**

None

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

**Reviewed By:** Eve Morton, Alterations Coordinator

### **ATTACHMENT(S)**

**Attachment 1: Resolution 03-17-XXX Revise Alteration Standard Section 12**

**Attachment 2: Red Lines of Alteration Standard Section 12 – Exterior Wall Attachments**

Agenda Item # 13c

Page 14 of 23

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## **Attachment 1**

### **RESOLUTION 03-18-XX**

#### **Revise Alteration Standard Section 12 – Exterior Wall Attachments**

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

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard Section 12 – Exterior Wall Attachments.

**NOW THEREFORE BE IT RESOLVED**, January 16, 2018, that the Board of Directors of this Corporation hereby revises and amends the following section of Alteration Standard Section 12 – Exterior Wall Attachments;

#### **3.0 TILE AND VENEER**

- 3.1 Tile and veneer used on a vertical surface exterior wall must be attached with thin set/epoxy mortar mixes.
- 3.2 Tile and veneer used will be limited to use on stucco covered exterior chimneys and entryway columns.
- 3.3 Tile must match in color, design, and size as close as possible any brickwork on building existing.

#### **4.0 TRELLIS AND WROUGHT IRON DESIGNS**

- 4.2 Any trellis attached to a wall must be painted the same color as the wall.
- 4.3 Trellis and wrought iron shall be within 12" of walls and not used as screens, shades, or shields, nor higher than wall to which it is attached.
- 4.4 Wrought iron shall be easily removable for access to the wall for painting purposes.
- 4.5 All lags or screws into walls must be sealed prior to installation to prevent water penetration

**RESOLVED FURTHER**, add the following section to Alteration Standard Section 12 – Exterior Wall Attachments; and,

- 4.1 All trellis and wrought iron shall be mounted vertically.

**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.

**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 30-days from the postponement to comply with Civil Code §4360.**

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## **SECTION 12 EXTERIOR WALL ATTACHMENTS**

**MARCH 1983**

**REVISED APRIL 1996, RESOLUTION M3-96-28**

**GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49**

**REVISED JANUARY 2018, RESOLUTION 03-18-XX**

**FOR GENERAL REQUIREMENTS SEE SECTION 1 GENERAL REQUIREMENTS FOR  
ALTERATION STANDARDS**

### **2.0 APPLICATIONS**

- 2.1** No attachments may cover any electrical outlets or junction boxes.
- 2.2** No attachments may cover over plumbing access covers, cleanouts, or shutoffs.
- 2.3** No attachments may cover any vents, openings, or related items that will violate building code or hinder access in any way.
- 2.4** All attachments must be permanent in nature and not subject to extreme weathering or deterioration.
- 2.5** Any exterior wall attachment will be limited to only those walls which face limited common areas, such as patios or atriums.

### **3.0 TILE AND VENEER**

- 3.1** Tile and veneer used on a vertical surface exterior wall must be attached with thin set/epoxy mortar mixes.
- 3.2** Tile and veneer used will be limited to use on stucco covered exterior chimneys and entryway columns.
- 3.3** Tile must match in color, design, and size as close as possible any brickwork on building existing.



#### **4.0 TRELLIS AND WROUGHT IRON DESIGNS**

- 4.1** All trellis and wrought iron shall be mounted vertically.
- 4.2** Any trellis attached to a wall must be painted the same color as the wall.
- 4.3** Trellis and wrought iron shall be within 12" of walls and not used as screens, shades, or shields, nor higher than wall to which it is attached.
- 4.4** Wrought iron shall be easily removable for access to the wall for painting purposes.
- 4.5** All lags or screws into walls must be sealed prior to installation to prevent water penetration.

#### **5.0 MURALS AND WALL HANGINGS**

- 5.1** Any installation of murals or wall hangings shall be limited to patio and atrium locations. No installation will protrude above the height of a patio wall.
- 5.2** Visual access through a wrought iron gate will be considered to be within the above statement and not a factor.



Third Laguna Hills Mutual  
Architectural Controls and Standards Committee – Open Session  
December 18, 2017

#### ENDORSEMENT

##### **Revisions to Alteration Standard 13 – Fences, Wrought Iron**

A motion was made and carried by consensus to recommend that the Board approve revisions to Third Mutual's Alteration Standard 13 – Fences, Wrought Iron.

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## STAFF REPORT

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**DATE:** January 16, 2018  
**FOR:** Board of Directors  
**SUBJECT:** Revisions to Alteration Standard 13 – Fences, Wrought Iron

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### **RECOMMENDATION**

Approve a resolution to revise Alteration Standard 13 – Fences, Wrought Iron

### **BACKGROUND**

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

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

Alteration Standard 13 – Fences- Wrought Iron was last revised in July 2013, via Resolution 03-13-74.

### **DISCUSSION**

The ACSC has reviewed the existing Alteration Standard Alteration Standard 13 – Fences, Wrought Iron and determined that the Standard needs to be revised to reflect the current Building Codes, Municipal Codes, or Mutual policies. The proposed revisions to the Standard are as follows:

- §2.4 Attachments to buildings shall be lags or metal shots only, predrilled and sealant applied. **All connections shall be galvanized or stainless steel.**
- §2.5 Wrought iron fencing may be installed as **approved** ~~as~~ part of a block wall. See **Specifications Standard Section 6** for block walls.
- §2.6 Openings ~~for~~ **with** gates are permissible. **Openings may only open onto designated pathways. Openings are not permitted onto Common Area.**
- §2.8 All wrought iron shall be painted in accordance with the Mutual's painting policy - **black, white, or the color of the wall of which it's attached. If existing wrought iron fencing or gates are present on the subject building, the color of these fences and gates shall set precedence.**

### **FINANCIAL ANALYSIS**

None

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

**Reviewed By:** Eve Morton, Alterations Coordinator

**ATTACHMENT(S)**

**Attachment 1: Resolution 03-17-XXX Revise Alteration Standard Section 13**

**Attachment 2: Red Lines of Alteration Standard 13 – Fences, Wrought Iron**



## Attachment 1

### RESOLUTION 03-18-XX

#### **Revise Alteration Standard 13 – Fences, Wrought Iron**

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

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard 13 – Fences, Wrought Iron.

**NOW THEREFORE BE IT RESOLVED**, January 16, 2018, that the Board of Directors of this Corporation hereby revises and amends the following sections of Alteration Standard Section 13 – Fences, Wrought Iron;

§2.4 Attachments to buildings shall be lags or metal shots only, predrilled and sealant applied. **All connections shall be galvanized or stainless steel.**

§2.5 Wrought iron fencing may be installed as **approved-as** part of a block wall. See **Specifications Standard Section 6** for block walls.

§2.6 Openings **for** with gates are permissible. **Openings may only open onto designated pathways. Openings are not permitted onto Common Area.**

§2.8 All wrought iron shall be painted in accordance with the Mutual's painting policy - **black, white, or the color of the wall of which it's attached. If existing wrought iron fencing or gates are present on the subject building, the color of these fences and gates shall set precedence.**

**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.

**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 30-days from the postponement to comply with Civil Code §4360.**

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## THIRD LAGUNA HILLS MUTUAL

### SECTION 13 FENCES, WROUGHT IRON

FEBRUARY 1985

REVISED APRIL 1996, RESOLUTION M3-96-28

GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49

REVISED JULY 2013, RESOLUTION 03-13-74

#### **FOR GENERAL REQUIREMENTS SEE SECTION 1 GENERAL REQUIREMENTS FOR ALTERATION STANDARDS**

#### **2.0 APPLICATIONS**

- 2.1** No fence shall be over 5'-0" in height, inclusive of wall and fence, nor under 12" in height.
- 2.2** All posts shall be attached to slab, wall, or set in concrete. No posts shall have contact with any soil.
- 2.3** All posts and related pieces shall be of common square, rectangular, and flat stock. No round bar.
- 2.4** Attachments to buildings shall be lags or metal shots only, predrilled and sealant applied. All connections shall be galvanized or stainless steel.
- 2.5** Wrought iron fencing may be installed as part of a block wall. See Standard Section 6 for block walls.
- 2.6** Openings with gates are permissible. Openings may only open onto designated pathways. Openings are not permitted onto Common Area.
- 2.7** Block walls with wrought iron fencing may be installed between the existing entry columns, and between an entry column and an adjacent wall, of single story manors. Common Area Agreements will be required when the Condominium Plan designates the location of the alteration as Mutual Common Area.
- 2.8** All wrought iron shall be painted in accordance with the Mutual's painting policy- **black, white, or the color of the wall of which it's attached. If existing wrought iron fencing or gates are present on**

the subject building, the color of these fences and gates shall set precedence.

- 2.9** Removal of decorative wrought iron over windows and security bars over windows is permitted.

**3.0 SPRINKLER REVISIONS**

- 3.1** Sprinklers will be revised only by the Staff landscape crews, and the cost of such revisions shall be at the expense of the Member.
- 3.2** No sprinklers will be placed inside any patio area by the managing agent's landscape crews, nor shall any sprinkler systems added shall be connected to the Mutually-owned system.



## **STAFF REPORT**

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**DATE:** January 16, 2018  
**FOR:** United Board of Directors  
**SUBJECT:** Third Committee Appointments

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### **RECOMMENDATION**

Approve a Resolution of the Committee Appointments for Board Committees.

### **BACKGROUND**

Changes to the Board Committees occurred due to requests from the Board members.

### **DISCUSSION**

The United Board Committee Assignments (Attachments 1) have been updated.

### **FINANCIAL ANALYSIS**

None

**Prepared By:** Cheryl Silva, Assistant Corporate Secretary

**Reviewed By:** Lori Moss, Community Manager

### **ATTACHMENT(S)**

Attachment 1: Third Board Appointments Resolution

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**RESOLUTION 03-18-xxx**  
**Mutual Committee Appointments**

**RESOLVED**, January 16, 2018, that the following persons are hereby appointed to serve on the committees and services of this Corporation;

**RESOLVED FURTHER**, that each committee chair in consultation with the vice chair may appoint additional members and advisors with interim approval by the President subject to the approval of the Board of Directors:

**Architectural Standards and Control Committee**

William Walsh, Chair  
Steve Parsons, Co-Chair  
Roy Bruninghaus  
John Frankel  
Rosemarie diLorenzo, Alternate  
Voting Advisers: Mike Butler and Bob Hatch

**Communications Committee**

Burt Baum, Chair  
Roy Bruninghaus  
Susan Caine  
Bunny Carpenter  
Bill Walsh  
Non-Voting Advisers: Carol St. Hillaire

**Energy and Technology Committee**

Bill Walsh, Chair  
Bert Moldow, Co-Chair  
Burt Baum  
John Frankel  
Steven Leonard (United)  
Jim Juhan (GRF)

**Executive Hearing Committee**

Steve Parsons, Chair  
Rosemarie diLorenzo, Co-Chair  
Bunny Carpenter  
John Frankel  
James Tung  
Burt Baum, Alternate  
Jules Zalon, Alternate



**Finance (Committee of the Whole)**

Steve Parsons, Chair  
Rosemarie diLorenzo, Co-Chair  
Non-Voting Advisers: John Hess, Wei-Ming Tao

**Garden Villa Recreation Room Subcommittee**

Bert Moldow, Chair  
Susan Caine, Alternate  
Voting Advisers: Lynn Jarrett, Sharon Molineri, Stuart Hack

**Laguna Woods Village Traffic Hearings**

John Frankel  
Jules Zalon

**Landscape**

James Tung, Chair  
Susan Caine, Co-Chair  
John Frankel  
Jules Zalon  
Non-Voting Advisers: Bob Figeira and Violet Lawrence

**Maintenance and Construction (Committee of the Whole)**

Bert Moldow, Chair  
Bunny Carpenter, First Co-Chair  
John Frankel, Second Co-Chair  
Voting Advisers: Steve Leonard

**New Resident Orientation**

Per Rotation List

**Water Conservation Committee**

James Tung, Chair  
Jules Zalon, Co-Chair  
John Frankel

**Third Mutual Parking & Golf Cart Task Force**

John Frankel, Chair  
Roy Bruninghaus  
Bunny Carpenter  
Bill Walsh



**Third Mutual Resident Policy and Compliance Task Force**

Burt Baum, Chair

Bunny Carpenter

Rosemarie diLorenzo

Bert Moldow

Roy Bruninghaus, Alternate

Steve Parsons, Alternate

Stuart Hack, Adviser

**RESOLVED FURTHER**, that Resolution 03-17-135, adopted November 16, 2017, 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.

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**RESOLUTION 03-17-xxx**  
**GRF Committee Appointments**

**RESOLVED**, November 16, 2017, that in compliance with Article 7, Section 7.3 of the Golden Rain Foundation Bylaws, the following persons are hereby appointed to serve on the committees of the Golden Rain Foundation:

**Business Planning Committee**

Rosemarie diLorenzo  
Steve Parsons

**Community Activities Committee**

Steve Parsons  
Jules Zalon  
Bill Walsh, Alternate

**Finance Committee**

Rosemarie di Lorenzo  
Steve Parsons  
Bill Walsh, Alternate

**Landscape Committee**

Susan Caine  
James Tung  
John Frankel, Alternate

**Maintenance and Construction Committee**

John Frankel  
Bert Moldow  
Bunny Carpenter, Alternate

**Media and Communication Committee**

Burt Baum  
Susan Caine  
Roy Bruninghaus, Alternate

**Mobility and Vehicles Committee**

Roy Bruninghaus  
John Frankel  
Bert Moldow, Alternate



**PAC Renovation Ad Hoc Committee**

Beth Perak, Chair (GRF)  
Joan Milliman, Vice Chair (GRF)  
Richard Palmer, (GRF)  
John Frankel, (Third)  
Bill Walsh, (Third)  
Steve Leonard, (United)  
Juanita Skillman, (United)  
Irving Waaland, (Mutual 50)  
Non-Voting Advisers: Sheila Bilaka, John Perak

**Security and Community Access Committee & Disaster Preparedness**

Roy Bruninghaus  
John Frankel  
James Tung  
Susan Caine, Alternate

**RESOLVED FURTHER**, that Resolution 03-17-136, adopted November 16, 2017, 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.



## Financial Report for January 16, 2018 Board Meeting

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**SLIDE 1** – Total revenue for Third through November 30, 2017 was \$30,478K compared to expenses of \$26,230K, resulting in more revenue than expense by \$4,248K.

**SLIDE 2** – Now we look at those same results with a distinction between operating and reserve funds. This chart shows how much of our revenue went into operations, with \$16,876K coming in from assessments and \$964K coming from non-assessment revenue. This is compared to operating expenditures of \$17,941K. After backing out depreciation, which is not funded through operations, we can see that bottom line we had an operating surplus of \$38K as of the reporting period.

**SLIDE 3** – This chart shows how much of our revenue went into our reserve funds and the amount expended to date.

**SLIDE 4** – Through November, Third was better than budget by \$2.1 Million primarily due to fewer outside services in reserve programs:

- Building Structure Replacement started in August and the vendor has not yet billed for all of the completed work.
- Waste Line replacement started in July.
- Water lines – Copper Remediation program started later than expected in November 2017.

**SLIDE 5** – On this pie chart, we show the Operating expenses to date of \$17.9 Million by category, showing that our largest categories of expense are for compensation and utilities.

**SLIDE 6** – The reserve balances on November 30, 2017 were nearly \$29 Million. To date, contributions to reserves including assessments and interest earnings totaled just over \$12.6 Million and expenditures to date totaled just over \$8 Million. Additionally, fund transfers from operating surplus totaled \$409K as approved by the Board in June via resolution 03-17-69.

**[No slide]** – In closed session, we reviewed delinquencies for unpaid assessments totaling \$305,347, which represents less than 1% of the annual assessment budget. We are able to maintain such a relatively low level of delinquencies by following prescribed collection policies to pursue payment on these accounts, either through the non-judicial foreclosure process or by obtaining personal judgments in small claims court. The Board has been working closely with our collection firm and legal counsel to pursue further collection activity for unpaid accounts. We also reviewed delinquencies for fines, fees and chargeable services totaling \$153K. The Board is pursuing further collection activity such as cable TV disconnection and small claims.

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# Financial Report

As of November 30, 2017



## INCOME STATEMENT

### ACTUAL

(in Thousands)

**TOTAL REVENUE**

**\$30,478**

**TOTAL EXPENSE**

**26,230**

**Revenue over Expense**

**\$4,248**

Slide 1

# Financial Report

As of November 30, 2017



## INCOME STATEMENT - OPERATING

	<b>ACTUAL</b> (in Thousands)
<b>Assessment Revenue</b>	<b>\$16,876</b>
<b>Non-assessment Revenue</b>	<b>\$964</b>
<b>Total Revenue</b>	<b>\$17,840</b>
<b>Total Expense</b>	<b>\$17,941</b>
<b>Net Revenue/(Expense)</b>	<b>(\$101)</b>
<b>w/o Depreciation</b>	<b>\$38</b>

Slide 2

# Financial Report

As of November 30, 2017



## INCOME STATEMENT – NON OPERATING

**ACTUAL**

(in Thousands)

**Assessment Revenue**

**\$12,279**

**Non-assessment Revenue**

**\$359**

**Total Revenue**

**\$12,638**

**Total Expense**

**\$8,289**

**Net Revenue/(Expense)**

**\$4,349**

Slide 3

# Financial Report

As of November 30, 2017



**Through November, Third was better than budget by \$2.1 Million primarily due to fewer outside services in reserve programs:**

- **Building Structure Replacement started in August.**
- **Waste Line replacement started in July.**
- **Water Lines, started in November.**

Slide 4

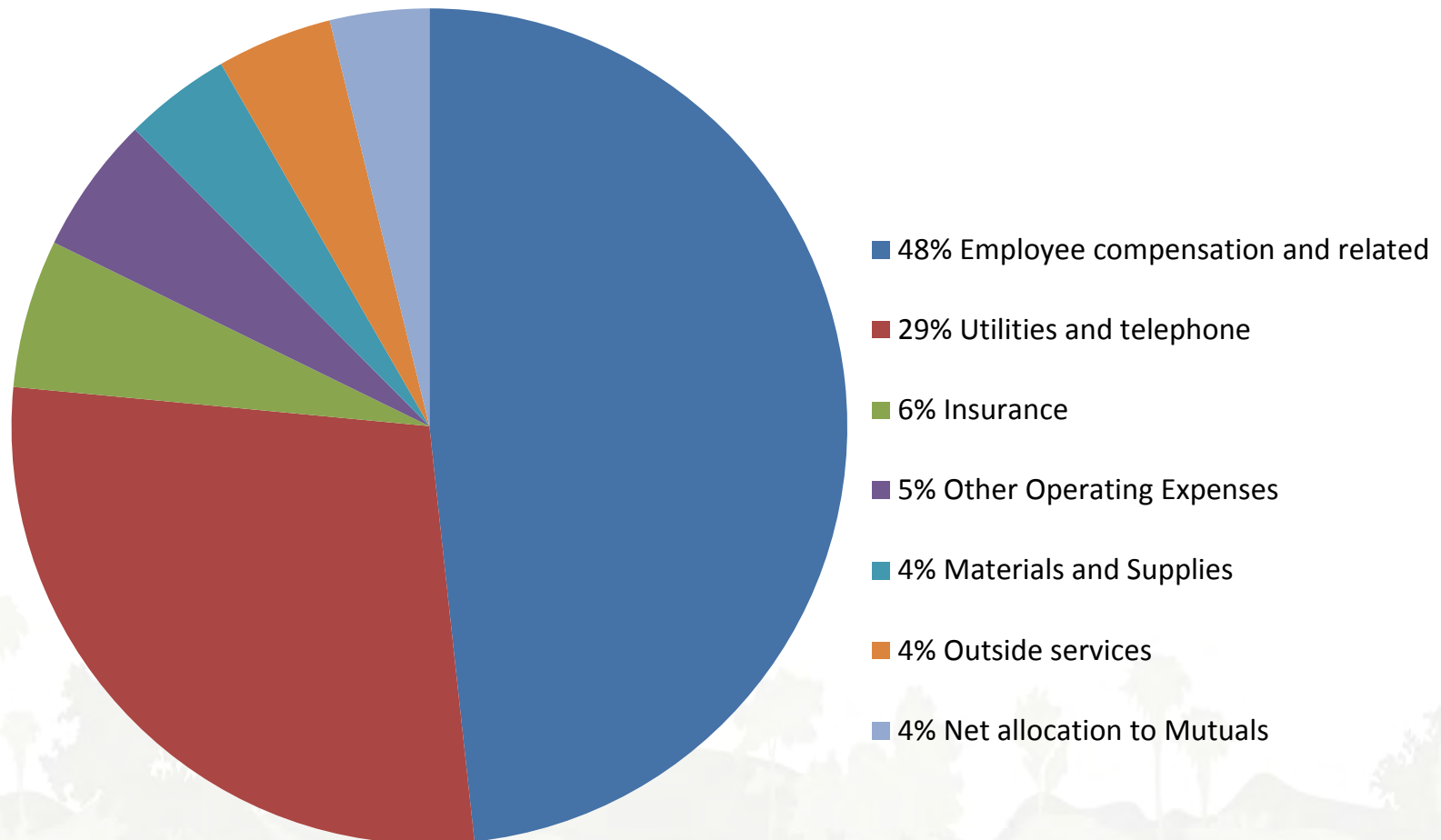


# Financial Report

As of November 30, 2017



## Total Operating Expenses \$17,940,691



Slide 5

# Financial Report

As of November 30, 2017



## NON OPERATING FUND BALANCES

	<b>ACTUAL</b> (in Thousands)
<b>Beginning Balances: 1/1/17</b>	<b>\$24,218</b>
<b>Contributions &amp; Interest</b>	<b>12,638</b>
<b>Fund Transfer from Surplus</b>	<b>409</b>
<b>Expenditures</b>	<b><u>(8,289)</u></b>
<b>Current Balances: 11/30/17</b>	<b>\$28,976</b>

Slide 6

## **REPORT OF THE REGULAR OPEN MEETING OF THE THIRD LAGUNA HILLS MUTUAL FINANCE COMMITTEE**

Tuesday, January 2, 2018 – 1:30 p.m.  
Laguna Woods Village Community Center Board Room, 24351 El Toro Road

**MEMBERS PRESENT:** Steve Parsons – Chair, Rosemarie diLorenzo, Bill Walsh, Burt Baum, John Frankel, Bunny Carpenter, Roy Bruninghaus, Jules Zalon, Advisors: Wei-Ming Tao, John Hess

**MEMBERS ABSENT:** Susan Caine, James Tung, Bert Moldow

**STAFF PRESENT:** Betty Parker, Christopher Swanson

### **Call to Order**

Director Parsons, Treasurer, chaired the meeting and called it to order at 1:33 p.m.

### **Acknowledgment of Media**

None.

### **Approve Meeting Agenda**

A motion was made and carried unanimously to approve the agenda as presented.

### **Approval of the Regular Meeting Report for December 5, 2017**

A motion was made and carried unanimously to approve the Committee report as presented.

### **Chair Remarks**

Director Parsons handed out a presentation from the Workshop for Finance, Budgets, and Reporting dated 1/26/17.

### **Member Comments (Items Not on the Agenda)**

None.

### **Department Head Update**

None.

### **Review Preliminary Financial Statements**

The Committee reviewed and commented on the financial statements dated November 30, 2017. A handout was provided showing the 3-year trend (monthly) in water consumption.

The committee requested additional information regarding chargeable service requests in Landscape and unfavorable variances in Maintenance and Janitorial.

Director diLorenzo commented on the need for a communication plan for water conservation measures and procedures for water heater replacements.

Director Frankel commented on water leaks in irrigation lines and work that is progress.

**Endorsements from Standing Committees**

None.

**Committee Member Comments**

Director Bruninghaus commented on the need to look at reserves and investments.

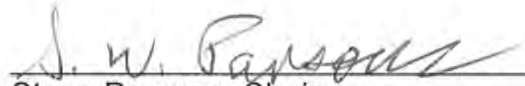
Advisor Hess complimented the new reports that separate operating from reserve expenditures.

**Date of Next Meeting**

Tuesday, February 6, 2018 at 1:30 p.m. in the Board Room.

**Recess to Closed Session**

The meeting recessed to closed session at 2:42 p.m.

  
\_\_\_\_\_  
Steve Parsons, Chair



# MONTHLY LEASING REPORT

Report Period:  
Dec-17

MONTH	LEASES IN EFFECT					Total this year	Total last year	Total Expirations	New Monthly Transactions		
	1 Month	3 Months	6 Months	12 Months	12+Months				Leases	Renewals	Extensions
JAN.	0	20	26	298	1334	1678	1658	42	22	20	66
FEB.	1	21	27	285	1330	1664	1659	43	47	23	62
MARCH	0	23	27	283	1334	1667	1646	48	50	32	97
APRIL	0	10	24	288	1308	1630	1655	66	43	23	75
MAY	0	11	31	314	1297	1653	1662	26	66	34	58
JUNE	0	21	26	318	1287	1652	1676	62	34	5	60
JULY	0	24	27	327	1281	1659	1664	46	49	25	61
AUGUST	0	19	29	348	1271	1667	1680	51	63	9	17
SEPT.	0	14	25	357	1252	1648	1670	65	92	0	4
OCT.	0	9	21	370	1246	1646	1661	53	99	27	5
NOV.	0	13	27	370	1246	1656	1658	40	47	84	0
DEC.	0	21	27	384	1237	1669	1675	42	47	87	0
Monthly Average	0.1	17.2	26.4	328.5	1285.3	1657.4	1663.7 *	48.7	54.9	30.8	42.1
Percentage Leased	1669 / 6102 = 27%										

\*Jan-Dec

## Monthly Resale Report

PREPARED BY

Community Services Department

MUTUAL

All Mutuals

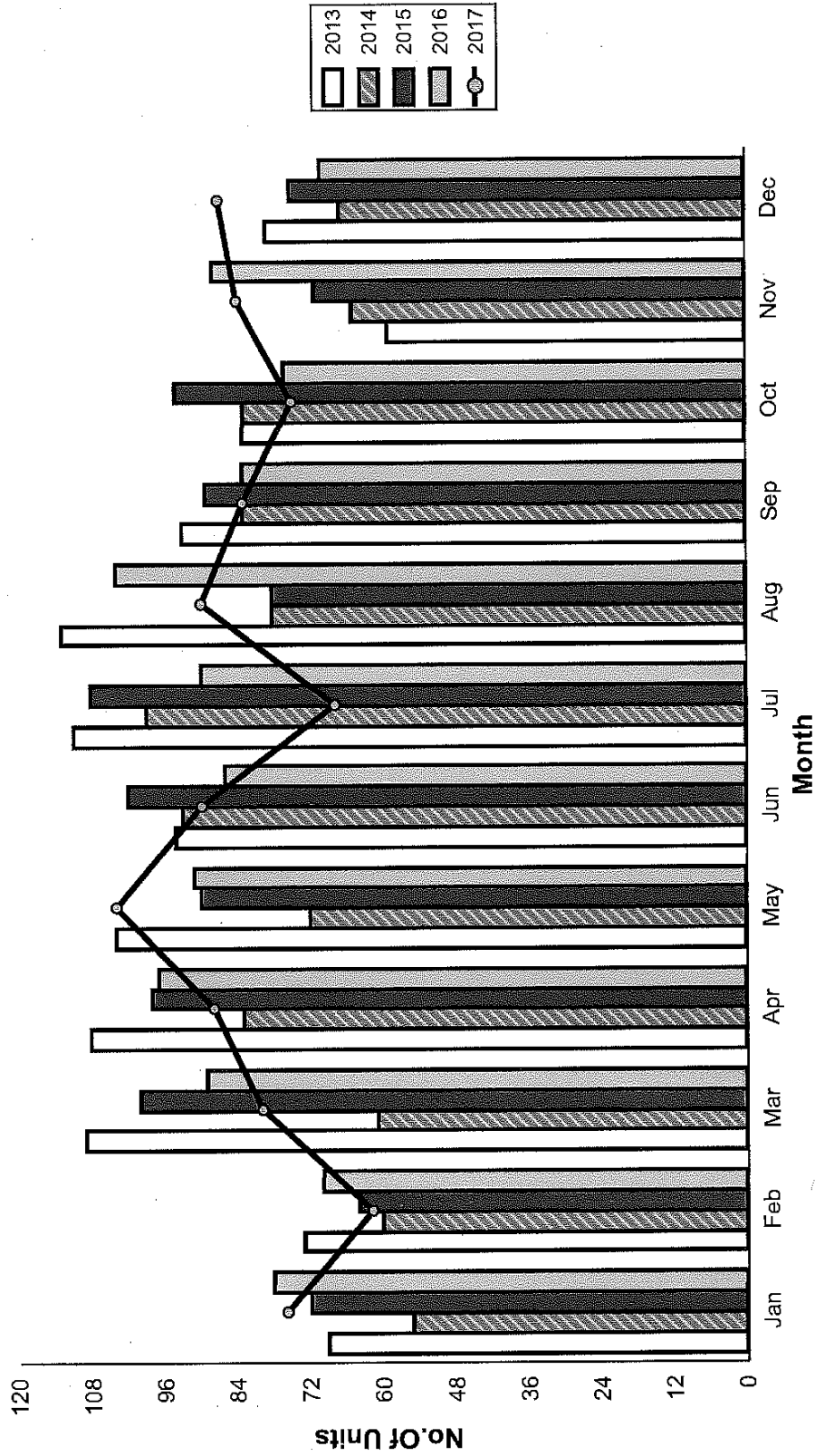
REPORT PERIOD

December, 2017

MONTH	NO. OF RESALES		TOTAL SALES VOLUME IN \$\$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	76	78	\$23,481,992	\$20,660,350	\$308,974	\$264,876
February	63	70	\$18,400,200	\$20,379,400	\$292,067	\$291,134
March	80	89	\$24,765,800	\$22,910,361	\$309,573	\$257,420
April	88	97	\$29,024,579	\$28,616,128	\$329,825	\$295,012
May	105	91	\$34,046,751	\$24,537,100	\$327,373	\$269,638
June	90	86	\$31,945,600	\$22,067,900	\$354,951	\$256,603
July	68	91	\$21,413,120	\$27,013,400	\$314,899	\$296,851
August	90	104	\$29,277,556	\$32,699,074	\$325,306	\$314,414
September	83	83	\$25,232,780	\$23,485,500	\$307,717	\$282,958
October	75	76	\$26,703,200	\$21,449,050	\$356,043	\$282,224
November	86	88	\$29,641,100	\$27,762,000	\$344,664	\$315,477
December	87	70	\$31,088,715	\$20,628,100	\$357,342	\$294,687
<b>TOTAL</b>	991.00	1023.00	\$325,021,393	\$292,208,363		
<b>MON AVG</b>	82.00	85.00	\$27,085,116	\$24,350,697	\$327,394	\$285,108

\* Amount is excluded from percent calculation

# Resales - 5 Year Comparison



## Monthly Resale Report

PREPARED BY  
Community Services Department

MUTUAL  
Third

December 2017

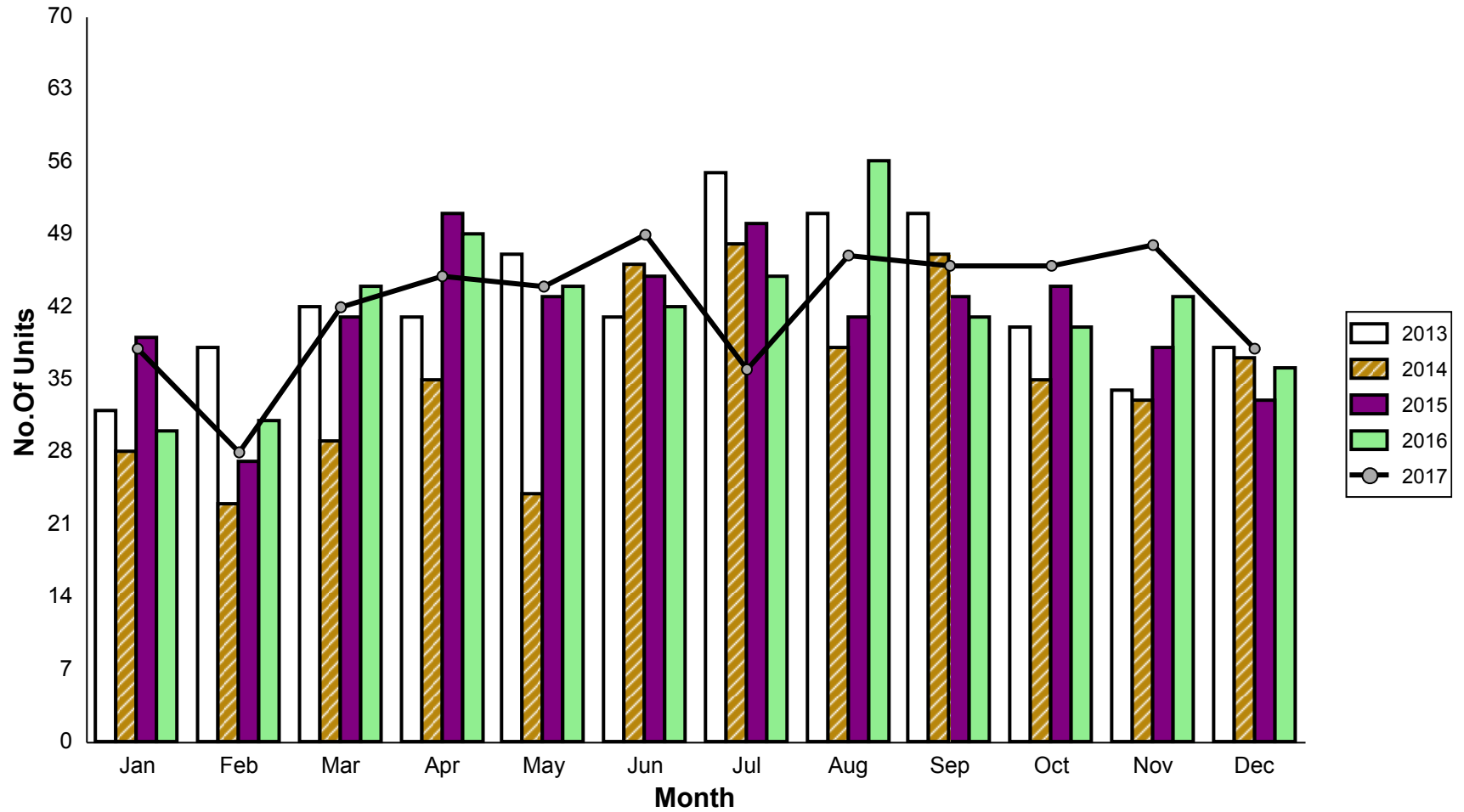
Month	NO. OF REALES				TOTAL SALES VOLUME IN \$\$				AVG RESALE PRICE			
	2017	2016	2015	2014	2017	2016	2015	2014	2017	2016	2015	2014
January	38	30	39	28	\$14,513,062	\$10,663,350	\$11,735,750	\$7,497,490	\$381,923	\$355,445	\$300,917	\$267,768
February	28	31	27	23	\$9,887,500	\$11,354,000	\$7,690,000	\$7,379,500	\$353,125	\$366,258	\$284,815	\$320,848
March	42	44	41	29	\$15,185,800	\$14,408,861	\$16,302,100	\$10,944,500	\$361,567	\$327,474	\$397,612	\$377,397
April	45	49	51	36	\$18,847,150	\$18,170,528	\$14,509,805	\$10,730,050	\$418,826	\$370,827	\$284,506	\$298,057
May	44	44	43	24	\$18,157,951	\$13,703,900	\$12,983,750	\$8,432,500	\$412,681	\$311,452	\$301,948	\$351,354
June	49	42	45	46	\$21,011,450	\$12,838,300	\$15,321,388	\$15,101,560	\$428,805	\$305,674	\$340,475	\$328,295
July	36	46	50	48	\$13,526,020	\$16,112,500	\$16,392,300	\$17,105,688	\$375,723	\$350,272	\$327,846	\$356,369
August	47	56	41	38	\$17,967,189	\$21,085,200	\$12,231,250	\$13,420,800	\$382,281	\$376,521	\$298,323	\$353,179
September	46	41	43	47	\$16,020,038	\$12,651,500	\$15,332,500	\$14,638,626	\$356,001	\$308,573	\$356,570	\$311,460
October	46	40	44	35	\$18,804,700	\$13,386,500	\$12,924,787	\$10,859,700	\$408,798	\$334,663	\$293,745	\$310,277
November	49	43	38	33	\$19,847,200	\$16,453,200	\$12,332,000	\$9,560,400	\$405,045	\$382,633	\$324,526	\$289,709
December	38	36	33	37	\$18,509,275	\$12,528,800	\$11,532,800	\$10,848,108	\$487,086	\$348,022	\$349,479	\$293,192
TOTAL	508	502	495	424	\$202,277,335	\$173,356,639	\$159,288,430	\$136,518,922				
MON AVG	42.3	41.8	41.3	35.3	\$16,856,445	\$14,446,387	\$13,274,036	\$11,376,577	\$397,655	\$344,818	\$321,730	\$321,492
% CHANGE-YTD	1.2%	1.4%	16.7%	-17.0%	16.7%	8.8%	16.7%	-10.4%	15.3%	7.2%	0.1%	8.1%

% Change calculated (This Year - Last Year)/Last Year

Percent calculation only includes YTD figures in black.



## Resales - 5 Year Comparison



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# Resales Report

## Third Laguna Hills Mutual

### December, 2017

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
12/14/2017	2193-D	3	\$355,000	Casa Contenta	Bullock Russell Real Estate	Keller Williams Real Estate	Iron Key Escrow
12/26/2017	2207-Q	3	\$188,000	Casa Contenta	Century 21 Rainbow	No Broker	Granite Escrow
12/29/2017	2225-B	3	\$325,000	Seville	Charles Ryan & Associates	Charles Ryan & Associates	Homestead Escrow
12/12/2017	2234-E	3	\$215,000	Monterey	Realty One Group	Laguna Premier Realty, Inc	Lighthouse Escrow
12/15/2017	2237-D	3	\$355,000	Casa Contenta	Laguna Premier Realty, Inc	Realty One Group	Pacific Closing Services
12/26/2017	2247-H	3	\$253,000	Monterey	Presidential Incorporated	Realty One Group	Granite Escrow
12/14/2017	2268-Q	3	\$240,000	Castilla	Laguna Premier Realty, Inc	Village Real Estate	Pacific Closing Services
12/21/2017	2277-P	3	\$245,000	Casa Linda	Coldwell Banker	Prea Realty	West Coast Escrow
12/05/2017	2306-D	3	\$368,000	Cordoba	Century 21 Rainbow Realty	Century 21 Rainbow Realty	Homestead Escrow
12/19/2017	2316-P	3	\$358,000	Casa Contenta	Keller Williams Real Estate	Reem K. Misto	Coast Pointe Settlement
12/01/2017	2370-1C	3	\$295,000	Garden Villa	Century 21 Rainbow	Olivo Real Estate	Homestead Escrow
12/07/2017	2399-2C	3	\$278,500	Villa Capri	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Granite Escrow
12/04/2017	2401-2B	3	\$380,000	Villa Capri	Century 21 Rainbow	Redfin Corporation	Granite Escrow
12/28/2017	3034-D	3	\$315,000	Montecito	I. G. Realty	Nick Clarke	Homestead Escrow
12/04/2017	3090-A	3	\$417,000	Hermosa	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Pacific Closing Services
12/08/2017	3113-D	3	\$250,000	Encanto	Coldwell Banker	Exotic Properties	West Coast Escrow
12/21/2017	3136-B	3	\$630,000	La Reina	Century 21 Rainbow	HomeSmart Evergreen	Granite Escrow
12/18/2017	3200-A	3	\$502,000	El Doble	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Granite Escrow
12/19/2017	3215-D	3	\$640,000	El Doble	Realty Benefit	Home Smart Evergreen	Granite Escrow
12/04/2017	3280-P	3	\$270,000	Casa Vista	Surterre Properties, Inc.	Laguna Premier Realty, Inc	Granite Escrow
12/22/2017	3303-B	3	\$330,000	La Brisa	Century 21 Rainbow Realty	OC Real Estate	Homestead Escrow
12/18/2017	3383-N	3	\$361,000	Catalina	First Team Real Estate	Seniority Realty	Homestead Escrow

# **Resales Report** **Third Laguna Hills Mutual** **December, 2017**

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
12/13/2017	3420-1C	3	\$385,000	Casa Dorado	Laguna Premier Realty, Inc	Seniority Realty	Pacific Closing Services
12/19/2017	3464-A	3	\$675,000	Andaluz	Century 21 Award	HomeSmart Evergreen	Homestead Escrow
12/06/2017	3495-A	3	\$476,775	La Quinta	Century 21 Rainbow	Integr8tive Solutions, Inc.	Granite Escrow
12/14/2017	3523-B	3	\$520,000	Villa Fuente	Carrington Realty	Karl Chu	Carrington Escrow
12/04/2017	5102	3	\$729,500	Villa Serena	Samuel J. Mamola	Presidential Real Estate	Homestead Escrow
12/27/2017	5170	3	\$650,000	Villa Reposa	Century 21 Rainbow Realty	Century 21 Rainbow	Homestead Escrow
12/21/2017	5193	3	\$894,000	Villa Paraisa	Century 21 Rainbow	ReMax Premier Realty	Homestead Escrow
12/15/2017	5325-B	3	\$389,000	Casa Vista	Century 21 Rainbow	Century 21 Rainbow	Homestead Escrow
12/08/2017	5330-Q	3	\$280,000	Casa Vista	HomeSmart Evergreen	Keller Williams Real Estate	Escrow Options Group
12/20/2017	5343-A	3	\$640,000	La Reina	HomeSmart Evergreen	Century 21 Rainbow	Escrow Options Group
12/28/2017	5346-D	3	\$565,000	Las Flores	RE/MAX Property Connection	THOMAS NAVARRO	Homestead Escrow
12/08/2017	5400-B	3	\$707,000	Casa Rosa	Laguna Premier Realty, Inc	HomeSmart Evergreen	Granite Escrow
12/08/2017	5492-A	3	\$667,500	Villa Fuente	Century 21 Rainbow	First Team Estates	Homestead Escrow
12/08/2017	5533-C	3	\$315,000	Villa Lugano	Century 21 Rainbow	Century 21 Rainbow	Homestead Escrow
12/28/2017	5567-B	3	\$1,510,000	Casa Lorenzo	Laguna Premier Realty, Inc	Presidential Real Estate	Pacific Closing Services
12/14/2017	5569-A	3	\$1,535,000	Casa Monaco	Century 21 Rainbow	HomeSmart Evergreen	Homestead Escrow

Number of Resales: 38

Total Resale Price: \$18,509,275

Average Resale Price: \$487,086

Median Resale Price: \$374,000



**OPEN MEETING**

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

**Monday, December 18, 2017 – 9:30 a.m.  
Laguna Woods Village Community Center Sycamore Room  
24351 El Toro Road**

*(The Bus Tour for Directors and Advisors will follow this meeting)*

**REPORT**

**MEMBERS PRESENT:** Chair - Bert Moldow, John Frankel, Steve Parsons, and Bill Walsh

**MEMBERS ABSENT:** Bob Hatch and Rosemarie diLorenzo

**ADVISORS PRESENT:** Mike Butler

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

**1. Call to Order**

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

**2. Acknowledgement of Media**

No media were present.

**3. Approval of the Agenda**

Director Walsh made a motion to approve the agenda and it was approved unanimously.

**4. Approval of the November 27, 2017 Report and Special Meeting Report from December 7, 2017**

Director Walsh moved to approve the Reports with the correction to Item #16 on the November 27, 2017 Report to read, "Staff was asked to add an exception for

the five buildings which have solar panels on the roofs” to “twelve buildings which have solar panels on the roofs.” The committee approved unanimously to make that change and to approve the Reports.

**5. Committee Chair Remarks**

None

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

Member comments were heard by the Committee.

**7. Department Head Update**

Mr. Wiemann reported that the Alterations Department will be moved to the Spruce Room by the end of February and that there will be a meeting room there to discuss alterations with residents.

**Consent:**

**8. Revised Standards 5a, 5b, 5c – Satellite Dishes with associated Resolution**

Director Parsons commented the issue of space allocation on a multi-story building roof for exchange handlers, solar panels, satellite dish and solar tubes.

Director Parsons made a motion to remove the agenda item, “Revised Standards: 5a, 5b, 5c – Satellite Dishes” from the December 19, 2017, Open Session Board agenda and add the agenda item, “Discuss space allocation on multi-story buildings, e.g. for exchange handlers, skylights, solar panels, and satellite dishes” to the December 19, 2017, Executive Session Agenda. A vote was cast and the motion was approved unanimously.

Chair Moldow requested that Mr. Wiemann report on mounting of satellite dishes on alternate products to wood at a future meeting.

**9. Revised Standard 10 – Exterior Doors with associated Resolution**

Director Parson made a motion to accept Staff’s recommendations. A vote was cast and the motion was approved unanimously.

Director Frankel discussed not allowing certain images on the glass. Mr. Wiemann stated Staff has the discretion to review the glass and would not approve objectionable items.

**10. Revised Standard 11 – Exterior Floor Covering with associated Resolution**

Director Walsh made a motion to accept Staff’s recommendation. A vote was cast and the motion was approved unanimously.

**11. Revised Standard 12 – Exterior Wall Attachments with associated Resolution**

Director Parsons made a motion to accept Staff's recommendation. A vote was cast and the motion was approved unanimously.

Reports:

None

Items for Discussion and Consideration:

**12. 3174-C (Las Flores, PL104RC) Replace Patio Enclosure with Room Addition**

Director Frankel made a motion to accept Staff's recommendation with a condition of approval that the roof be constructed of white material. A vote was cast and the motion was approved unanimously.

**13. Update on Section 11a Interior Hard-Surface Flooring re: Noise Testing**

Mr. Wiemann reviewed his discussion with Compliance. The responsibility for noise testing cost is determined by the Board on a case by case basis. Existing hard surface floors are not "grandfathered" and a new resident may register a complaint about excessive noise.

The committee agreed Section 11a may stay "as is" with Staff's recommendation of no changes.

**14. Review Architectural Standard 13 - Fences, Wrought Iron**

Director Parsons moved to accept Staff's recommendation. A vote was cast and the motion was approved unanimously.

**15. Review Architectural Standard 14 – Fireplace Installations**

Director Walsh made a motion to accept Staff's recommendation. Discussion ensued regarding allowing new fireplaces to be added, even if they were on the original plan.

Mr. Wiemann was asked by Committee to inquire with the City regarding ordinances on wood-burning fireplaces.

A motion was made by Director Walsh to table this item until next month and to ask M&C to add this item to their next agenda; the banning of burning of wood in a fireplace. A vote was cast and the motion was approved unanimously.

(2241-Q) Roy Bruninghaus inquired about what is his responsibility for his chimney, e.g. keeping out animals, etc. The committee informed him to call Resident Services to have it inspected with it being Common Area.

**16. Review Architectural Standard 16 – Garage Doors, Sectional or One Piece**

Director Parsons moved to accept Staff's recommendation with the condition of striking the reference to wood in §2.5. Discussion ensued regarding consistency in aesthetic appearance. Director Parsons withdrew his motion and made a new motion to request that an agenda item, "Discuss the extent to which requiring garage doors to match may be enforced," be added to the next Executive Session Agenda. A vote was cast and the motion was approved unanimously.

Items for Future Agendas

Acoustical Solutions


Concluding Business:

**17. Committee Member Comments**

None

**18. Date of Next Regular Meeting and Bus Tour – January 18, 2017**

**19. No bus tour. Meeting adjourned at 11:06 a.m.**



Chair, Bert Moldow

Kurt Wiemann, Staff Officer

Eve Morton, Alterations Coordinator, 268-2565





**OPEN MEETING**

**REPORT OF REGULAR MEETING OF THE THIRD LAGUNA HILLS MUTUAL  
MAINTENANCE AND CONSTRUCTION COMMITTEE**

**Monday, November 6, 2017 – 1:00 PM  
Laguna Woods Village Community Center Board Room  
24351 El Toro Road**

**MEMBERS PRESENT:** Bert Moldow – Chair, John Frankel, Rosemarie di Lorenzo, Burt Baum, Bill Walsh, Susan Caine, Annette Sabol Soule, Jules Zalon, Steve Parsons |

Advisors: Steve Leonard, Roy Bruninghaus |

**MEMBERS ABSENT:** Bunny Carpenter, James Tung |

**STAFF PRESENT:** Ernesto Munoz – Staff Officer, Guy West, Laurie Chavarria |

**1. Call to Order**

Chair Moldow called the meeting to order at 1:02 PM stated that the meeting is being held pursuant to notice duly given and established that a quorum of the Committee was present.

**2. Acknowledgement of Media**

No Media were present.

**3. Approval of the Agenda**

The Project Log and Maintenance Expenditures Report were pulled from the Consent calendar for discussion. The agenda was approved as amended.

**4. Approval of Meeting Report for August 29, 2017**

The meeting report for August 29, 2017 was approved as written.

## **5. Chair's Remarks**

Chair Moldow reminded the Committee that this meeting starts at 1:00pm and would like all attendees present by this time. Committee Members should read the agenda in full and be prepared to discuss all of the items.

## **6. Member Comments (Items Not on the Agenda)**

Lynn Jarrett (4010-1C) commented on mailroom floor replacement, the recent flood in her rec room, moisture smells from the pool tables, and the GV Rec Room Fund.

Mike Straziuso (4006-2E) commented on the carpet replacement scheduled for Rec Room 4006. The members of this building would prefer epoxy flooring instead of carpet. Mr. Straziuso stated that he received a proposal of \$5,700 for epoxy flooring. He provided the flooring company's business card to staff.

Discussion ensued between staff and the Committee regarding flooring costs, carpet shampooing, resident requests for their rec rooms and monthly M&C Committee meetings.

By consensus staff was directed to place the rec room flooring replacement at 4006 on hold and speak to the flooring company about what the \$5,700 proposal includes. This information will be brought back to the January 2018 meeting for review and direction by the Committee.

By consensus the Committee agreed to start meeting on a monthly basis beginning in 2018.

## **7. Department Head Update**

Ernesto Munoz provided a brief summary of the recent change to the agenda line up and stated that he would provide an update on four items.

### **a. Solar Project O&M Update**

Ernesto Munoz provided an update on the solar operations and maintenance contract and addressed questions from the Committee.

### **b. Street Light Acquisition Consultant**

Ernesto Munoz provided an update about the street light consultant and addressed questions from the Committee.

Staff was directed to present the contract award at the December Energy Committee, and

then at the January Board meeting.

**c. Garden Villa Breezeway Recessed Areas**

Ernesto Munoz provided an update Garden Villa Breezeway Recessed Areas project and addressed questions from the Committee.

Discussion ensued regarding additional color of top coat, plant policy, video presentation, contract extension, timeline, and coordination with residents.

**d. Attic Rodent Cleanout Program**

Ernesto Munoz provided an update on the procedure for removing rodents from attics. Discussion ensued regarding insulation replacement, baiting & sealing of units, history of problem resolution, maintenance of common area attic space, chargeable service by square foot.

This topic will be discussed during closed session of the next Board meeting. Staff will attend the meeting to answer questions relative to the existing process. Burt Baum will discuss the issue with Legal Counsel and request an opinion to the common area and the formulation of a policy.

Additional discussion ensued regarding bed bugs and staff was directed to provide an organized plan on how to handle deal with bed bugs at the upcoming closed session of the Board.

*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.*

**Consent:**

**8. Project Log**

Item# 11 GV Breezeway Recessed Areas – move completion date to 2018.

Item #15 Storage Cabinets in GV Parking Garages – staff to confirm if funding can be provided prior to the scheduled work in 2023.

Item #16 Copper Pipe Epoxy Program – Ernesto Munoz provided a status update.

Item #17 – Red Curb Reset Program – Ernesto Munoz provided a status update.

Item #21 – Curb Cuts – Ernesto Munoz provided a status update.

## **9. Maintenance Program's Reports**

## **10. Maintenance Expenditures Report & Variance Explanations**

Director Leonard commented on the deficit shown for washing machine repairs.

Discussion ensued regarding the repair policy and criteria for replacement. Ernesto Munoz will look into the criteria for washing machine repairs versus replacement and direct staff appropriately.

A motion was made and unanimously carried to approve all items listed in the Consent Calendar.

### **Reports:**

## **11. Laundry Room Dryer Replacement**

Guy West provided an update on the ROI for dry replacement and addressed questions from the committee. Discussion ensued regarding cost of dryers, installation using in-house labor or outside contractor, reduction of monthly laundry surcharges, programmable charges, and timing for replacement.

By consensus, staff was directed to bring back a report with costs for an outside vendor versus in-house staff installation, including a schedule for dryer removal and replacement.

## **12. Policy for Mandatory Water Heater Replacement During Resale**

Guy West provided a summary on the proposed policy and addressed questions from the Committee. Discussion ensued regarding warranties, additional staffing needs and interior inspections.

Director Moldow questioned if the City had a requirement of replacing like for like regarding water heaters. Staff was directed to look into the City requirements.

Currently, staff does not inspect the interiors of Manors during resale; implementing the proposed water heater policy and adding the task to the process would also require modification of the existing resale policy. With an average of 41 resales per month in Third Mutual, implementing the new policy would significantly increase staff time necessary to complete the process.

A motion was made and carried unanimously to accept staff's recommendation to begin interior resale inspections and to implement a policy requiring members to replace their

water heaters, if over 10 years of age, during the resale process, to be effective January 1, 2019.

### **13. Laundry Room Water Heater Alternatives**

Guy West provided an update and addressed questions from the committee.

Staff was directed to prepare a policy for replacing 50-gallon water heaters in free standing laundry rooms only with 20-gallon water heater in the future once the currently mothballed water heaters have exceeded their useful life. This will be written into the future budget component sheets.

### **14. Trash Chute Cleaning & Repair**

Guy West provided a summary on the need for trash chute cleaning and repairs in all 3-story buildings and addressed questions from the Committee.

Staff was directed to pursue quotes for repairs and cleaning of trash chutes for all three story buildings in Third Mutual. During the contractor inspection, many existing doors and chutes were found in need of major repair due to repeated usage. Additionally, during initial construction some trash chute doors were not properly installed in the correct configuration and need to be modified.

The repair estimate for 28 LH-21 buildings is \$59,587.85 and for 53 Garden Villa buildings is \$246,484.84.

A motion was made and carried unanimously to approve a supplemental appropriation not to exceed \$325,000 to be funded from the Unappropriated Expenditures Fund for the trash chute repairs at all LH-21 and Garden Villa buildings in 2018.

An additional motion was made and carried unanimously to approve \$22,000 to be funded from the Operating Fund - Miscellaneous Repairs by Outside Services for the trash chute cleaning at all LH-21 and Garden Villa buildings.

### **15. Trellis Removal at Mutual Expense**

Guy West provided a summary on offering trellis removal at Mutual expense during the Prior to Paint Program and answered questions from the Committee.

To facilitate this removal program, PTP staff will reach out to those Members with manors scheduled for the Paint Program to offer trellis removal at Mutual expense. If Members are agreeable, staff will schedule the original trellis to be removed during the prior to paint process.

Only originally constructed trellises will qualify for removal. However, if the existing original trellis is attached to an alteration, it will not be removed. In addition, the Mutual

will not be responsible for alteration flooring at locations where the removal of the structural posts leaves a void in the alteration flooring. If the member does not wish to participate in this removal program, the PTP staff will leave the trellis in place and proceed with repairs and paint.

Discussion ensued regarding the PTP program, external wood structures, alteration attachments and offering to transfer ownership of the trellis to the member if they do not want it removed.

Director Baum will present the idea of transferring ownership of the trellis to Legal Counsel for review during the next closed session before a decision can be made.

### **16. 3-Story Building Address Sign Locations**

Ernesto Munoz provided an update on address signs for 3-story buildings and addressed questions from the committee.

Discussion ensued regarding signage background colors, material of monument posts, reflective signage, number of building signs needed, location of monument signs and breakdown of costs for signs and posts.

Ernesto Munoz recommended that staff be allowed to determine the proper placement of the signage and move forward with installation of building signs and monument signs, using black locust material.

A motion was made carried unanimously to table this discussion until the next meeting. Volunteers from the Committee will source pricing on signs, posts and installation and bring this information back to the January 2018 meeting.

### **17. Handyman Services Program**

Ernesto Munoz provided a summary of the proposed handyman services program and addressed questions from the Committee. Discussion ensued regarding resident services capability to handle incoming calls, cost of parts, staffing and vehicles, popularity of program, offering chargeable services, and needed approvals from United and GRF.

By consensus, the Third Mutual is in favor of this program and staff is directed to schedule a combined meeting with VMS and all 3 boards to discuss the details and offerings for the program before it moves forward.

**18. Entertain a Motion to Approve a Resolution Amending Golf Cart Policies and Procedures**

Director Sabol Soule spoke briefly about the policy. A motion was made and unanimously carried to approve a resolution amending golf cart policies and procedures.

**19. Entertain a Motion to Approve a Resolution Amending Electric Vehicle Policies and Procedures**

Director Walsh spoke briefly about the policy and requested additional changes be made to the resolution. A motion was made and unanimously carried to approve the revised resolution amending golf cart policies and procedures.

**ITEMS FOR FUTURE AGENDAS -**

*Non-wood Alternatives for Dry Rot Repair*

*Washing Machine Coin Box Change Out*

*GV Inspection and Replacement of Receptacles in Garages*

*GV Garage Cabinet Costs per Building*

**CONCLUDING BUSINESS**

**Committee Member Comments**

**Date of Next Meeting January 8, 2018**

**Adjournment**

The meeting was adjourned at 4:31 PM.

  
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Bert Moldow, Chair

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**REPORT OF THE REGULAR MEETING OF THE  
THIRD LAGUNA HILLS MUTUAL LANDSCAPE COMMITTEE**

Thursday, December 7, 2017 – 9:00 a.m.

Laguna Woods Village Community Center Board Room – 24351 El Toro Road

**MEMBERS PRESENT:** James Tung – Chair, Susan Caine – Vice Chair, John Frankel, Jules Zalon, Violet Lawrence (Advisor)

**MEMBERS ABSENT:** None

**OTHER DIRECTORS:** Bunny Carpenter, Bert Moldow, Steve Parsons

**STAFF PRESENT:** Bruce Hartley, Bob Merget, Larry Hernandez, Kayla Aninzo

**1. Call to Order**

Chair Tung called the meeting to order at 9:00 a.m.

**2. Acknowledgement of the Media**

No press was present.

**3. Approval of the Agenda**

The agenda was approved by consensus.

**4. Approval of Meeting Report for November 2, 2017**

The Committee report was approved by consensus without objection.

**5. Chair's Remarks**

Chair Tung pointed out the explanations in last month's report on tree removal requests to the Committee. He reassured residents that the Committee thoroughly reviews each request. He introduced Jules Zalon as Third Landscape's Third Alternative Director and welcomed him to the Committee.

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

Rebecca Gilad (5585-B) commented that a tree by her manor is causing a safety issue.

Don Haskins (3422-A) commented on the landscaping in his manor and asked about proper landscaping procedures.

Bert Moldow (3503-A) commented that the Santa Ana Winds are a threat to Laguna Woods and suggested that Staff devise an emergency program that addresses fire risks.

Danny Hansen (325-Q) commented on Bluebird conservation.

**7. Response to Member Comments**

Staff and several Directors responded to the comments and answered questions.

Bob Merget, Landscape Supervisor, commented that the tree located at Building 5585 is an item on next month's agenda. The petition will be presented at the next meeting. Bruce Hartley commented that Staff has worked with Orange County parks to request fuel reduction modifications adjacent to the Village without success. The Landscaping Team will review what can be done to manage fire risks and will come back to the Committee. Chair Tung commented that the Bluebird conservation efforts require further investigation.

#### **8. Department Head Update**

Bruce Hartley, General Services Director, commented on the activity in his departments. One of two vacant Supervisor positions has been filled. The Manager position remains vacant. Advertising for the vacant positions were extended to different platforms in hopes to have the positions filled within the next month. Workload has been distributed amongst Landscape Supervisors, and one on one communication has been reestablished with residents. There has been a significant reduction in complaints and an increase in compliments since mid-November.

#### **Consent:**

None

#### **Reports:**

##### **9. Landscape Maintenance Progress (Bruce)**

Work orders are generated to track all resident requests and specific tasks for Landscape Grounds Maintenance. Staff effectiveness is monitored through analysis of information relating to the number of requests submitted and the "closed" vs. "in progress" rate of those requests. Third mutual has gone from having 76% of open tickets to 34%. The greatest progress was made with the incoming quantity of new tickets dropping from 98% to 45% within a month's time.

Several Directors commented on the Landscape Maintenance Progress reports.

Director Carpenter commented that she appreciates the reports and is pleased with the information.

Chair Tung commented that Staff is doing an excellent job and asked what the critical steps were in the drastic changes.

Bruce Hartley commented that Staff takes pride in their work. The improvements are the result of a collective effort to reduce the level of complaints and improve overall service. Staff is working harder and smarter.

#### **Items for Discussion and Consideration:**

##### **10. Process for Appealing the Staff Denial of a Tree Removal Request Based Solely on Excessive Leaf Litter**

Director Frankel made a motion to table Item #10 for 30 days. Director Zalon seconded the motion.

Discussion ensued among the Directors.

Chair Tung called for a vote, and the motion passed by a vote of two to one (Director Caine

opposed).

#### **11. Tree Removal Requests**

Marianne Kreter (5152 Despacio) commented on the landscaping around her manor.

Lynne Corboz (3505-C) commented on a tree removal request.

The Committee tour followed the meeting and was attended by Chair Tung, Director Caine, Director Frankel, and Director Zalon.

**a. 3162-C Alta Vista (Walsh) Request for Tree Removal – Carob**

Recommendation: the Committee unanimously recommended approval of the request to remove the tree.

**b. 5493-A Paseo Del Lago East (Sohn) – Request for Tree Removal – Southern Magnolia (2)**

Recommendation: the Committee unanimously recommended denial of the request to remove the trees. At the time of inspection, the trees were in good health and were properly placed. The Committee would reconsider if provided with a doctor's note stating allergies to specific tree.

**c. 5503-C Paseo Del Lago West (Kang) – Request for Tree Removal – Rusty Leaf Fig**

Recommendation: the Committee unanimously recommended denial of the request to remove the tree. At the time of inspection, there was no visible structural damage, and the tree was not overgrown. Staff will root prune the tree to prevent damage to sidewalk.

**d. 5272 Avenida Del Sol (Lee) – Request for Tree Removal – California Sycamore**

Recommendation: the Committee unanimously recommended denial of the request to remove the tree. At the time of inspection, the tree was in good condition and well placed. Staff will trim on schedule.

**e. 3487-A Calle Azul (Klein) – Request for Tree Removal – Spotted Gum**

Recommendation: the Committee unanimously recommended denial of the request to remove the tree. Trees should not be removed because of view obstruction, as stated in the Mutual's Tree Removal Guidelines.

**f. 5561-B Via Portora (Yun) – Request for Tree Removal – Weeping Fig**

Recommendation: the Committee unanimously recommended the denial of the request to remove the tree with the following direction to Staff: reline the sewer at the Mutual's expense and trim on regular trim cycle.

#### **Items for Future Agendas:**

**12. UgMO – Soil Sensor Pilot Project (January 2018)**

**13. Review of 2017 Landscape Division Accomplishments (January 2018)**

**14. 2018 Vision for Landscape Division (January 2018)**

**15. Species Sensitive Trimming Cycle (February 2018)**

**16. Tree Topping Policy (February 2018)**

**17. Landscape Manual Update (February 2018)**

**Concluding Business:**

**18. Committee Member Comments**

There were none.

**19. Date of the Next Meeting – January 4, 2018**

The date of the next meeting of the Third Laguna Hills Mutual Landscape Committee is scheduled for Thursday, January 4, 2018 at 9:00 a.m. in the Board Room of the Corporation's principal offices, 24351 El Toro Road, Laguna Woods, California.

**20. Adjournment**

Chair Tung adjourned the meeting at 10:34 a.m.



James Tung, Chair

**REPORT OF THE REGULAR MEETING OF THE  
THIRD LAGUNA HILLS MUTUAL LANDSCAPE COMMITTEE**

Thursday, January 4, 2018 – 9:00 a.m.

Laguna Woods Village Community Center Board Room – 24351 El Toro Road

**MEMBERS PRESENT:** James Tung – Chair, Susan Caine – Vice Chair, John Frankel, Jules Zalon, Violet Lawrence (Advisor)

**MEMBERS ABSENT:** None

**OTHER DIRECTORS:** Roy Brunninghaus, Rosemarie diLorenzo, Steve Parsons

**STAFF PRESENT:** Bruce Hartley, Larry Hernandez, Bob Merget, Kayla Aninzo

**1. Call to Order**

Chair Tung called the meeting to order at 9:00 a.m.

**2. Acknowledgement of the Media**

No press was present.

**3. Approval of the Agenda**

Discussion of Policy Limits on Yellow Stake Program was added as item 12c.

The agenda was approved as amended.

**4. Approval of Meeting Report for December 7, 2017**

The Committee report was approved by consensus without objection.

**5. Chair's Remarks**

Chair Tung commented on the Letters to the Editor portion of the Laguna Woods Globe titled, "Kudos to Tree Trimmers."

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

Linda Ryder (5048) commented on landscaping issues.

Nancy Platka (5061) commented on landscaping issues.

William Brown (5126) requested to have a tree by his manor trimmed.

Ann Rowland (5442) commented on the growth in West Creek.

Barbara Watkin (5232) commented on landscaping topics and fire danger.

Lloyd Silverman (5144) commented on landscape maintenance.

Lynne Corboz (3505-C) inquired about peppermint trees and ficus crown reduction.

Eileen Lazar (5220) commented on communication between staff and residents.

## **7. Response to Member Comments**

Staff and several Directors responded to the comments and answered questions.

Bruce Hartley, General Services Director, commented that contacting Resident Services is the first step to any requests. Work orders are then generated as a means of tracking the request. Verbal promises were made and not tracked, creating a challenge for the Landscape Division. Staff is working diligently to meet commitments and deliver on promises.

Director diLorenzo inquired about staffing.

Mr. Hartley commented that one of two supervisor positions has been filled and that he is still in the hiring process for a second supervisor. The manager position has been filled with the promotion of Larry Hernandez, former Landscape Supervisor. Larry has been with the company for ten years. He knows the level of customer service needed in the Village and has a committed team around him.

Bruce Hartley responded to member comments. Shrub trimming is on a nine week cycle and not on request. Staff is looking at growth regulators to slow the growth of hedges. The maintenance of the West Creek area and water course will be scheduled within the next few weeks. Tree related policies will be discussed at the next meeting. Mr. Hartley will be meeting with neighbors the week of January 8th in Gate 11 to gather input. Staff will follow up with any other customer service issues.

Chair Tung commented that tree trimming cycles will be discussed at the next meeting.

## **8. Department Head Update**

Bruce Hartley announced the promotion of Larry Hernandez to Landscape Manager.

### **Consent:**

None

### **Reports:**

#### **9. UgMO – Soil Sensor Pilot Project Update (Raul, Mindi, Bruce)**

Bruce Hartley provided an update on the underground moisture soil sensor test project. These sensors are currently being used to control two turf locations in Third Mutual. The data collected shows a total average savings of 22 percent at the Pina location and 17 percent at the Calle Sonora location in comparison to similar locations under staff control. Despite savings, lower water usage has negatively impacted the visual quality of the turf at the two locations.

Several directors commented on the UgMO report. Chair Tung commented that the quality of landscaping should not be sacrificed. Director Frankel commented that criteria used to measure level of satisfaction should be established with UgMO.

## **10. 2017 Landscape Division Accomplishments & Vision for 2018 (Bruce)**

Bruce Hartley delivered a presentation to the Committee that highlighted the Landscape

Division accomplishments in 2017. Some accomplishments included: effective response to winter storms, completion of turf reduction and water saving projects, achievement of 100 percent green waste recycling, completion of landscape renovation projects and the implementation of the ArborPro tree management software. Mr. Hartley's 2018 vision for the Landscape Division will focus on developing the Landscape leadership team, improving customer service, developing and implementing more efficient approaches to work management, and effective communication of Landscape information through various media platforms.

Chair Tung commented that the total number of tickets in 2017 was higher than all previous years and asked about the number of closed tickets.

Bruce Hartley commented that the high volume of tickets is the result of a combination of factors. Staff will come back to the Committee with the number of closed tickets.

#### **11. 2017 Landscape Work Request Volume Analysis (Larry)**

Bruce Hartley urged the Committee to review the 2017 Landscape Work Request Volume Analysis report.

#### **Items for Discussion and Consideration:**

##### **12. Tree Removal Requests**

The Committee tour followed the meeting and was attended by Chair Tung, Director Frankel, and Advisor Lawrence.

##### **a. 5585-B Via Dicha (Gilad) – Fern Pine**

Resident Amikam Gilad commented that the tree is too big for the allotted space. He commented that the roots of the tree are lifting the sidewalk slabs and creating a trip hazard.

Recommendation: the Committee voted 2-1 to approve the request to remove the tree. Director Frankel opposed.

##### **b. 5412 Via Carrizo (Kim) – American Sweet Gum (2)**

Resident Harry Kim was not present at the meeting.

Recommendation: the Committee unanimously recommended the denial of the request to remove one American Sweetgum tree (#S-7) directing staff to trim on normal cycle, and approval of the request to remove the second American Sweetgum tree (#S-8) with removal during normal trim cycle.

##### **c. Discussion of Policy Limits on Yellow Stake Program**

The Committee discussed the revision of the Yellow Stake program based on staff input to limit the area that could be set aside.

Chair Tung directed staff to draft a revision of the current Yellow Stake program for the Third Mutual Board agenda review on Friday, January 5, 2018.

#### **Items for Future Agendas:**

**13. Turf Reduction Project Update (February)**

**14. Tree Management Issues (February)**

- **Species sensitive Trimming Cycle**
- **Tree Topping Policy**
- **Trimming for Street Light Clearance**
- **Fuel Modification Strategies**

**15. Landscape Manual Update (February)**

**16. 5152 Avenida Despacio (Kreter) Tree Removal and Re-landscaping Request (March)**

**17. Removal of Bluebird Boxes (March)**

**18. Fire Risk Management Reduction (March)**

**19. 3487-A Calle Azul (Klein) – Reconsideration of Tree Removal – Spotted Gum (March)**

**Concluding Business:**

**20. Committee Member Comments**

Director Frankel thanked Bruce Hartley in advance for the draft revision of the Yellow Stake program.

Director Caine thanked the Landscaping team for their hard work and thanked the residents for their patience.

Chair Tung thanked staff for their thorough reports and wished everyone a happy new year.

**21. Date of the Next Meeting – February 1, 2018**

The date of the next meeting of the Third Laguna Hills Mutual Landscape Committee is scheduled for Thursday, February 1, 2018 at 9:00 a.m. in the Board Room of the Corporation's principal offices, 24351 El Toro Road, Laguna Woods, California.

**22. Adjournment**

Chair Tung adjourned the meeting at 10:44 a.m.

**DRAFT**

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James Tung, Chair  
Third Landscape Committee