THIRD LAGUNA HILLS
MUTUAL

OPEN SESSION

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

Tuesday, January 19, 2021 - 9:30 a.m.
Laguna Woods Village Virtual Meeting
24351 El Toro Road
Laguna Woods, California

NOTICE OF MEETING AND AGENDA

The purpose of this meeting is to conduct the regular Third Mutual Board Meeting in accordance with *Civil Code §4930* and was hereby noticed in accordance with *Civil Code §4920*

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1. **Call meeting to order / Establish Quorum – President Parsons**
2. **Pledge of Allegiance – Director Rane-Szostak**
3. **Acknowledge Media**
4. **Approval of Agenda**
5. **Approval of Minutes**
   a. December 4, 2020 – Special Open Meeting (Election)
   b. December 15, 2020 – Regular Open Meeting
6. **Report of the Chair**
7. **Open Forum (Three Minutes per Speaker)** - *At this time Members only may address the Board of Directors regarding items not on the agenda and within the jurisdiction of this Board of Directors. The Board reserves the right to limit the total amount of time allotted for the Open Forum. Member should call (949) 268-2020 or email meeting@vmsinc.org to request to speak*
8. **Responses to Open Forum Speakers**
9. **CEO/COO Report**

10. 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 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.*

a. Consistent with its statutory obligations the Board members individually reviewed Third Laguna Hills Mutual preliminary financials for the month of November 2020, and by this vote ratify that such review be confirmed in this month's Board Member Open Session Meeting minutes per Civil Code §5501.

b. **RECOMMENDATION FROM THE LANDSCAPE COMMITTEE**:
(1) Recommendation to Approve Tree Removal Request: 4010-3D Calle Sonora Oeste (Macomber) – One Carrotwood tree
(2) Recommendation to Approve Tree Removal Request: 5003 Durverney (Williams) – One Bottle Brush tree

c. **RECOMMENDATION FROM THE ACHITECTUAL CONTROLS AND STANDARDS COMMITTEE:**
(1) Recommendation to Deny a Variance Request to Modify Alteration Patio Enclosure on Previously Extended Common Area (5551-B, Casa Monaco, 13, Nick)
(2) Recommendation to Approve a Variance Request to Add Third Bathroom with Separate Interest area of Unit (5569-B, Casa Siena, 11R, Lim)

d. **RECOMMENTATION FROM THE FINANCE COMMITTEE:**
(1) Approval of a Resolution to Record Lien against Member ID#933-050-07

11. Unfinished Business

a. Entertain a Motion to Approve a Resolution to Amend the Lease Authorization Policy **(DECEMBER Initial Notification—28 day notification for Member review and comment to comply with Civil Code §4360 has been satisfied)**

b. Update on Insurance Broker for Third Mutual (Oral Report)

12. New Business--none

13. Committee Reports

a. Report of the Finance Committee / Financial Report – Director Mutchnick. The committee met on January 5, 2021; next meeting February 2, 2021, at 1:30 p.m. as a virtual meeting
(1) Treasurer's Report
(2) Third Finance Committee Report
(3) Resales/Leasing Reports

b. Report of the Architectural Controls and Standards Committee – Director Parsons. The committee met on December 29, 2020; next meeting January 25, 2021 at 9:30 a.m. as a virtual meeting.

c. Report of the Communications Committee – Director McCary. The next committee meeting will be held on January 13, 2021 at 1:30 p.m. as a virtual meeting.

d. Report of the Maintenance and Construction Committee – Director Mutchnick. The committee met on January 4, 2021; next meeting March 1, 2021 at 1:30 p.m. as a virtual meeting.

(1) Report of the Parking and Golf Cart Task Force – President Parsons. The next task force meeting January 20, 2021 at 2 p.m. as a virtual meeting.
(2) Garden Villa Rec. Room Sub-Committee – Director Jarrett. The committee met on January 14, 2021; next meeting will be held on February 23, 2021 at 1:30 p.m.

e. Report of the Landscape Committee – Director Jarrett. The committee met on January 7, 2021; next meeting February 4, 2021 at 9:30 a.m. as a virtual meeting.

f. Report of the Water Subcommittee – Director Karimi. The subcommittee next meeting will be held on January 20, 2021 at 10 a.m. as a virtual meeting.

g. Report of the Resident Policy and Compliance Committee – Director Jarrett. The task force met on January 6, 2021; next meeting TBA.

14. GRF Committee Highlights

a. Community Activities Committee – Director Karimi. The committee met on January 14, 2021; next meeting February 11, 2021, at 1:30 p.m. as a virtual meeting.

(1) Equestrian Center Ad Hoc Committee – Director Bhada. The committee met on October 27, 2020; next meeting February 4, 2021 at 1 p.m. as a virtual meeting.

b. GRF Finance Committee – Director Mutchnick. The committee met on December 16, 2020; next meeting February 17, 2021, at 1:30 p.m. as a virtual meeting.

c. GRF Landscape Committee – Director Jarrett. The committee met on November 30, 2020; next meeting February 10, 2021, at 1:30p.m. as a virtual meeting.

d. GRF Maintenance & Construction Committee – Director Frankel – The committee met on December 9, 2020; next meeting February 10, 2021, at 9:30 a.m. as a virtual meeting.

(1) Clubhouse 1 Renovation Ad Hoc Committee – Director Engdahl. The committee met on September 2, 2020; next meeting TBA.

e. Media and Communications Committee – Director McCary. The committee met on January 18, 2021; next meeting February 19, 2021, at 1:30 p.m. as a virtual meeting.

f. Mobility and Vehicles Committee – Director Karimi – The committee met on October 7, 2020; next meeting February 3, 2021, at 1:30 p.m. as a virtual meeting.

g. Security and Community Access Committee – Directors Bhada and Wayne. The committee met on December 28, 2020; next meeting February 22, 2021 at 1:30 p.m. as a virtual meeting.

(1) Disaster Preparedness Task Force – Director McCary. The task force met on November 24, 2020; next meeting January 26, 2021 at 9:30 a.m. as a virtual meeting

h. Report of the Laguna Woods Village Traffic Hearings – Director Frankel. The hearings were held on December 16, 2020; next meeting January 20, 2021 at 9:00 a.m. and 1:00 p.m. as a virtual meeting.

i. GRF Strategic Planning Ad Hoc Committee – Director Mutchnick. The committee met on December 30, 2020; next meeting TBA.

15. Future Agenda Items-- *All matters listed under Future Agenda Items are items for a future Board Meetings. No action will be taken by the Board on these agenda items at this meeting. The Board will take action on these items at a future Board Meeting.*

a. Parking Report

b. Resident Suggestion Program

c. Alterations Review

d. Property and Casualty Insurance

f. Presentation from El Toro Water District

g. Resolution for Barbeque Rules and Regulations

16. Director's Comments

17. 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 Session Agenda

Approval of Agenda
Approval of the Minutes
(a) December 1, 2020 – Emergency Closed Meeting
(b) December 15, 2020—Regular Closed Session
Discuss and Consider Member Matters
Discuss Personnel Matters
Discuss and Consider Contractual Matters
Discuss and Consider Litigation Matters
Discuss COVID-19 Matters

18. Adjourn

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THIRD LAGUNA HILLS
MUTUAL

OPEN MEETING

MINUTES OF THE SPECIAL OPEN MEETING OF THE BOARD OF DIRECTORS OF THIRD LAGUNA HILL MUTUAL, A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION

Friday, December 4, 2020, at 1:30 P.M.
24351 El Toro Road, Laguna Woods, California
VIRTUAL MEETING

The purpose of this meeting is tabulate the ballots for the Third Mutual Annual Election to vote to for the restatement of the Third Bylaws and CC&Rs in accordance with Civil Code §5110

Directors present: Steve Parsons, Annie McCary, Robert Mutchnick, Lynn Jarrett, John Frankel, Ralph Engdahl, Cush Bhada, Reza Karimi, Debbie Dotson and Donna Rane-Szostak

Directors absent: Craig Wayne

Staff present: Jeff Parker-CEO, Siobhan Foster-COO, Eileen Paulin, Grant Schultz and Cheryl Silva

Others present: Sandra Gottlieb, Esq.
Cheryl and John of Pangea Corp
Catherine Burkhart of Unilect Elections

1. Call Meeting to Order / Establish Quorum – President Parsons
President Parsons called the meeting to order at 1:32 p.m.

2. State Purpose of Meeting – President Parsons
President Parsons stated the purpose of the meeting was to tabulate the ballots for the Third Mutual Annual Election to vote for the restatement of the Third Bylaws and CCRs. The agenda has been amended to extend the receipt of ballots.

3. Acknowledgement of Inspector of Election – Catherine Burkhart, Unilect Election Services
Catherine Burkhart, Unilect Election Services announced 3,712 ballots were received. The ballot box was removed on December 3, 2020 at 5 p.m. and the

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Inspector of Elections took possession of 100 additional ballots in the ballot box on December 4, 2020 at 1:00 p.m. Based on the board's directions and to allow for ballots postmarked by December 3, 2020, to be received, the Inspector of Election will continue to accept ballots until December 10, 2020. Ballots postmarked after December 3, 2020, will not be tabulated.

4. Statement by President Parsons

President Parsons announced that the Inspector of Elections will continue to collect ballots postmarked by December 3, 2020, to ensure receipt of all ballots. All ballots received or postmarked by December 3, 2020, are deemed cast votes. To account for mailing processing time, the Inspector of Election will allow ballots postmark by December 3, 2020, to be received until December 10, 2020. Any ballots received that are not postmarked by December 3, 2020, will not be counted. The ballots will be tabulated on January 8, 2021 at 11:00 a.m., based on the next availability of the Inspector of Elections.

5. Open Forum

The board responded to questions from the residents.

6. Adjournment

Director Mutchnick made a motion, seconded by Director Rane-Szostak, to adjourn this meeting until January 8, 2021 at 11:00 a.m.

The motion passed without objection.

DocuSigned by:
Lynn Jarrett
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Lynn Jarrett, Secretary of the Board
Third Mutual Laguna Hills

THIRD LAGUNA HILLS
MUTUAL

OPEN SESSION

MINUTES OF THE REGULAR OPEN MEETING OF THE THIRD LAGUNA HILLS MUTUAL BOARD OF DIRECTORS A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION
Tuesday, December 15, 2020 - 9:30 a.m.
Laguna Woods Village Virtual Meeting
24351 El Toro Road
Laguna Woods, California

Directors Present:	Steve Parsons, Annie McCary, Cush Bhada, Lynn Jarrett, John Frankel, Ralph Engdahl, Robert Mutchnick, Craig Wayne, Reza Karimi, Debbie Dotson, Donna Rane-Szostak
Directors Absent:	None
Staff Present:	Jeff Parker, Siobhan Foster, Becky Jackson, Cheryl Silva and Grant Schultz
Others Present:	Wei-Ming Tao, Rosemarie DiLorenzo, Raquel Unger (VMS) Sandra Gottlieb, Esq.

1. Call meeting to order / Establish Quorum – President Parsons
President Parsons called the meeting to order at 9:30 a.m.

2. Pledge of Allegiance – Director Bhada
Director Bhada led the pledge of allegiance

3. Acknowledge Media
The media was acknowledged online and through Village Television.

4. Approval of Agenda
Director Rane-Szostak made a motion to approve the agenda. Director Engdahl seconded the motion.

Directors Bhada and Jarrett made some minor corrections to the agenda.

President Parsons called for the vote on the agenda as amended and the motion passed without objection.

5. Approval of Minutes
5a. November 3, 2020 – Special Open Meeting (Election)
5b. November 5, 2020 – Organizational Meeting (Board Officer Appointments)
5c. November 17, 2020 – Regular Open Meeting

Director Bhada made a motion to approve the minutes of November 3, 2020-Special Open Meeting (Election), November 5, 2020-Organizational Meeting (Board Officer Appointments) and November 17, 2020-Regular Open Meeting. Director Dotson seconded the motion and the motion passed by unanimous consent.

6. Report of the Chair
President Parsons commented about the role of the Insurance Task Force.

7. Open Forum (Three Minutes per Speaker) - *At this time Members only may address the Board of Directors regarding items not on the agenda and within the jurisdiction of this Board of Directors. The Board reserves the right to limit the total amount of time allotted for the Open Forum. Members can request to speak via email to meeting@vmsinc.org any time before the meeting is scheduled to begin or during the meeting. Please use the name of the board meeting in the subject line of the email or call 949-268-2020 beginning one half hour before the meeting begins and throughout the remainder of the meeting. You must provide your name and unit number.*

Becky Jackson read the member comments:

- A member commented about the decline of Common Interest Dwellings (CID) and if consolidation is the right choice for Third Mutual.
- A member commented about the revised CC&Rs.
- A member commented that the board should not be addressing public health issues; but should be focusing on managing the community.
- A member commented about a petition submitted requesting a membership meeting on the ballot initiative.
- A member commented about the cleaning of sidewalks and carports.
- A member commented the ballot initiative.

8. Responses to Open Forum Speakers

- Several Directors responded about the need to address public health issues in the Community and COVID-19.
- President Parsons responded about the article on CID communities and the board's involvement with GRF.
- Sandra Gottlieb, Esq. commented that the petition has been received and the board will be discussing the matter during closed session.
- President Parsons commented that the board will not stop the ballot initiative and the ballot will be counted on January 8, 2021.
- President Parsons asked Jeff Parker to respond on carport cleaning.

- Jeff Parker-CEO commented on the next carport and sidewalk cleaning. He commented on the importance of reporting on the recent COVID-19 guidelines.
- President Parsons commented on the board response to all member comments.

9. CEO Report (Jeff Parker-CEO and Siobhan Foster-COO)

- Network Recovery Project update
- Resale and Manor Alternation update
- COVID-19 update
- Vaccine distribution
- Power outage update
- El Toro Road construction update
- Tree trimming at RV lot A
- Laundry coins distribution
- Bulky item pick-up occurs on the third Saturday of each month.
- Upcoming Holiday activities
- Christmas and New Year holiday hours are available on the website.
- Christmas tree recycling program
- RFID availability
- Dwelling Live for guest entry

Jeff Parker and Siobhan Foster answered questions from the board.

10. 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.*

10a. Landscape Committee Recommendations:
(1) Recommendation to Approve Removal of a Weeping Fig Tree at 5395-A Due to Streetlight Obstruction

Resolution 03-20-82
Approve the Request for Removal
of One Weeping Fig Tree
5395-A Paseo Del Lago W.

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 3, 2020, the Landscape Committee reviewed the request for the removal of one Weeping Fig tree. The request was made by staff since the tree is obstructing a street light and;

WHEREAS, the Committee determined that this tree does meet the guidelines set forth in Resolution 03-11-149 and recommends approving the request by staff for the removal of one Weeping Fig tree located at 5395-A Paseo Del Lago W.

NOW THEREFORE BE IT RESOLVED, December 15, 2020, the Board of Directors approves the request for the removal of one Weeping Fig tree located at 5395-A;

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

(2) Recommendation to Deny Tree Removal Request: 5503-C Paseo del Lago W. (Johnston) – One Indian Laurel Fig Tree

Resolution 03-20-83
Deny the Request for Removal
of One Indian Laurel Fig Tree
5503-C Paseo Del Lago W.

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 3, 2020, the Landscape Committee reviewed the request for the removal of one Indian Laurel Fig tree. The request was received from the Member at 5503-C who cited the reasons as litter/debris, overgrown, poor condition, and personal preference and;

WHEREAS, the Committee determined that this tree does not meet the guidelines set forth in Resolution 03-11-149 and recommends denying the request for the removal of one Weeping Fig tree located at 5395-A Paseo Del Lago W.

NOW THEREFORE BE IT RESOLVED, December 15, 2020, the Board of Directors denies the request for the removal of one Indian Laurel Fig tree located at 5503-C;

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

(3) Landscape Request 5333-C Bahia Blanca (Zarrinkelk) Recommendation to Deny Request to place decomposed granite in front patio area; recommendation to approve request to retain fruit trees; recommendation to deny request to retain grape vine on trellis in front of unit.

Resolution 03-20-84
Deny the Request to Place Decomposed Granite
in Front Landscape Common Area
Approve Request to Retain Fruit Trees
Deny Request to Retain the Grape Vines on Trellis in Front of Unit
5333-C Bahia Blanca

WHEREAS, on December 3, 2020, the Landscape Committee reviewed three requests from the resident; to place decomposed granite in the front landscape common area, to retain fruit trees, and to retain the grape vines on the trellis in front of the unit. The requests were received from the Member at 5333-C and;

WHEREAS, the Committee recommends denying the request to place decomposed granite in the front landscape common area, recommends approval to retain the fruit

trees, and recommends denial to retain the grape vines on the trellis in the front of the unit located at 5333-C Bahia Blanca.

NOW THEREFORE BE IT RESOLVED, December 15, 2020, the Board of Directors denies the request to place decomposed granite in the front landscape common area, approves the request to retain the fruit trees, and denies the request to retain the grape vines on the trellis in the front of the unit located at 5333-C;

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

10b. Finance Committee Recommendations:
Consistent with its statutory obligations the Board members individually reviewed Third Laguna Hills Mutual **preliminary** financials for the month of October, 2020 and by this vote ratify that such review by confirmed in this month's Board Member Open Session Meeting minutes per Civil Code 5501.

President Parsons asked for a motion to approve the consent calendar.

Director Mutchnick made a motion, seconded by Director McCary, to approve the consent calendar as presented. The motion was approved by unanimous consent.

11. Unfinished Business
11a. Entertain a Motion to Introduce a Resolution for Revision to Standard 12 Exterior Wall Attachments

Director Jarrett gave a summary of the resolution:

STANDARD 12: EXTERIOR WALL ATTACHMENTS
MARCH 1983
REVISED APRIL 1996, RESOLUTION M3-96-28
GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49
GENERAL REQUIREMENTS REVISED JANUARY 2018, RESOLUTION 03-18-12
REVISED JUNE 2018, RESOLUTION 03-18-88 REVISED
DECEMBER 15, 2020, RESOLUTION 03-20-85

1.0 GENERAL REQUIREMENTS
SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

2.0 APPLICATIONS
2.1 No attachments may cover any common area mechanical system including, but not be limited to, electrical outlets, junction boxes, plumbing access, cleanouts, utility shut-off/disconnects, vents or existing openings.

2.2 No attachments may cover any pedestrian access or opening that will violate building code or hinder access, inclusive of restricting ingress or egress requirements, in any way.

2.3 All attachments must be permanent in nature and not subject to deterioration due to weathering.

2.4 Any exterior wall attachment will be limited to only those walls which face Exclusive Use Common Areas, such as patios or atriums with the exception of American Flags.

2.5 No attachment of an object weighing more than 25 pounds shall be allowed on the wall at a single wood framed stud. The attachment is to be made into the wood framing studs for support.

2.6 Provide silicone sealer in all holes in the wall. All lag bolts and screws into walls must be sealed, with full depth silicone caulking, prior to installation to prevent water penetration and dry rot of wall components.

2.7 Any attachment to the wall may require removal by the member for Mutual wall maintenance with a 72-hour written notice. Resident shall be responsible for all costs associated with the removal and re-installation of any Alterations on the wall(s).

2.8 All approvals of the addition of an element to the wall will be considered an Alteration and become the responsibility of the manor owner.

2.9 No wood may be used in conjunction with Third Mutual Alternative Construction Materials Policy 03-17-38.

3.0 TILE AND VENEER

3.1 Tile and veneer used on a vertical surface exterior wall, without disturbance of the stucco veneer, must be attached with thin set/epoxy mortar mixes.

3.2 Tile and veneer 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 existing brickwork on building.

4.0 TRELLIS AND WROUGHT IRON DESIGNS

4.1 Any trellis (which must be void of vegetation), or wrought iron component, attached to a wall must be painted the same color as the wall. The wrought iron may be black in color if readily removable by the resident at the request of the Mutual or its agent.

4.2 Trellis and wrought iron shall be within 12" of walls and not used as screens, shades, or shields, cannot be higher than wall to which it is attached.

4.3 Wrought iron shall be easily removable for access to the wall for maintenance purposes.

4.4 All trellis and wrought iron shall be mounted vertically on the wall.

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 Visibility of mural and wall hangings through wrought iron gates is acceptable.

6.0 ASBESTOS TESTING AND MONITORING

6.1 The Mutual is required to ensure that all installation and demolition work related to exterior surfaces with presumed asbestos containing materials properly follow the current governing authorities' rules and regulations, as they pertain to Condominiums. This may include the use of a certified asbestos abatement contractor and an Industrial Hygienist for asbestos testing and/or clearance reports.

6.2 Reports of asbestos findings and final clearance reports shall be provided at Member expense to Manor Alterations.

OCTOBER Initial Notification
28-day notification for member review and comment to comply with Civil Code §4360 has been satisfied.

Director Jarrett made a motion to approve the resolution for revision to standard 12 exterior wall attachments. Director Mutchnick seconded the motion and the motion was approved by unanimous consent.

12. New Business

12a. Entertain a Motion to Introduce a Resolution to Amend the Lease Authorization Policy

Resolution 03-20-xx
Lease Authorization Policy

WHEREAS, Assembly Bill 3182 restricts community associations' enforcement of some rental restrictions relating to common interest developments; and

WHEREAS, the Board recognized that need to amend the Lease Authorization Policy to align with the current California Civil Code;

NOW THEREFORE BE IT RESOLVED; January [DATE], 2021, that the Board of Directors of this Corporation hereby approves and adopts the revised Lease Authorization Policy, as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution 03-19-93 adopted September 17, 2019 is hereby superseded in its entirety and cancelled; and

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

DECEMBER initial Notification--Must postpone 28-days to comply with Civil Code Section 4360.

Director Jarrett commented that the resolution is being introduced to amend the lease authorization policy for 28-day review.

13. Committee Reports
13a. Report of the Finance Committee / Financial Report – Director Mutchnick gave the Treasurer's Report. The committee met on December 1, 2020; next meeting January 5, 2020, at 1:30 p.m. as a virtual meeting.

(1) Treasurer's Report
(2) Third Finance Committee Report
(3) Resale/Leasing Reports

13b. Report of the Architectural Controls and Standards Committee – President Parsons. The committee met on September 28, 2020; next meeting December 29, 2020 at 9:30 a.m. as a virtual meeting

13c. Report of the Communications Committee – Director McCary. The committee has not met this year; next meeting January 13, 2021 at 1:30 p.m. as a virtual meeting.

13d. Report of the Maintenance and Construction Committee – Director Mutchnick. The committee met on December 3, 2020; next meeting March 1, 2021, at 1:30 p.m. as a virtual meeting

(1) Report of the Parking and Golf Cart Task Force – President Parsons. The task force will meet on January 20, 2021, at 2 p.m. as a virtual meeting

(2) Garden Villa Rec. Room Sub-Committee – Director Jarrett. The committee met on October 5, 2020; next meeting will be TBA.

13e. Report of the Landscape Committee – Director Jarrett. The committee met on December 3, 2020; next meeting January 7, 2021, at 9:30 a.m. as a virtual meeting

13f. Report of the Water Subcommittee – Director Karimi. The committee has not met this year; next meeting will be on January 20, 2021, at 10:00 a.m. as a virtual meeting

13g. Report of the Resident Policy and Compliance Committee – Director Jarrett. The committee met on December 2, 2020; next meeting TBA.

14. GRF Committee Highlights

14a. Community Activities Committee – Directors Karimi and Dotson. The committee met on December 10, 2020; next meeting January 14, 2021, at 1:30 p.m. as a virtual meeting.

(1) Equestrian Center Ad Hoc Committee – Director Bhada. The committee met on December 3, 2020; next meeting January 6, 2021 at 1:00 p.m.

14b. GRF Finance Committee – Director Mutchnick. The committee met on October 21, 2020; next meeting December 16, 2020, at 1:30 p.m. as a virtual meeting

14c. GRF Landscape Committee – Director Jarrett. The committee met on November 30, 2020; next meeting February 10, 2021 at 1:30 p.m. as a virtual meeting.

14d. GRF Maintenance & Construction Committee – Director Frankel – The committee met December 9, 2020; next meeting February 10, 2021, at 9:30 a.m. as a virtual meeting

(1) Clubhouse 1 Renovation Ad Hoc Committee – Director Engdahl. The committee met on September 2, 2020; next meeting TBA.

14e. Media and Communications Committee – Director McCary. The committee met on December 14, 2020 as a virtual meeting; next meeting January 18, 2021, at 1:30 p.m. as a virtual meeting

14f. Mobility and Vehicles Committee – Director Karimi – The committee met on October 7, 2020; next meeting February 3, 2021, at 1:30 p.m. as a virtual meeting

14g. Security and Community Access Committee – Director Bhada. The committee met on August 24, 2020; next meeting December 28, 2020 at 1:30 p.m. as a virtual meeting

(1) Disaster Preparedness Task Force – Director McCary. The task force met on November 24, 2020; next meeting January 26, 2021, 9:30 a.m. as a virtual meeting

14h. Report of the Laguna Woods Village Traffic Hearings – Director Frankel. The traffic hearings were on October 21, 2020; next meeting is December 16, 2020 at 9 a.m. and 1 p.m. as a virtual meeting.

15. Future Agenda Items-- *All matters listed under Future Agenda Items are items for a future Board Meetings. No action will be taken by the Board on these agenda items at this meeting. The Board will take action on these items at a future Board Meeting.*

a. Parking Report
b. Resident Suggestion Program
c. Alterations Review
d. Property and Casualty Insurance
e. Rules for Barbeques
f. Presentation from El Toro Water District

16. Director's Comment

- Director Frankel commented on gas valves.
- Director Wayne commented on the backlog caused by COVID-19 and the network problem.
- Director Karimi commented about the vaccine distribution level.
- Director Jarrett thanked staff for all their hard work this year.
- Several Directors wished everyone a safe and Happy Holiday.

17. 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.*

The meeting was recessed at 11:20 a.m.

Summary of Previous Closed Session Minutes per Civil Code §4935.
During the November 2, 2020 Special Closed Meeting the Board:
Discussed Legal and Contractual Matters

During the November 17, 2020, Regular Closed Session, the Board:
Approval of Agenda
Approval of the Following Meeting Minutes.

(a) October 14, 2020—Emergency Closed Meeting
(b) October 20, 2020 – Regular Closed Session
(c) October 28, 2020 – Emergency Closed Meeting
Discussed Member Disciplinary Update
Discussed Personnel Matters
Discussed Contractual Matters
Discussed and Considered Legal/Litigation Matters

18. Adjournment

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

Lynn Jarrett, Secretary of the Board
Third Mutual Laguna Hills

RESOLUTION 03-21-XX

Approve the Request for Removal
of One Carrotwood Tree
4010-3D Calle Sonora Oeste

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 7, 2021, the Landscape Committee reviewed the request for the removal of one Carrotwood tree. The request was received from the Member at 4010-3D who cited the following reasons; overgrown branches contacting with gutter, roof, and the master bedroom screen, blocking light and ventilation and;

WHEREAS, the Committee determined that this tree meets the guidelines set forth in Resolution 03-11-149 and recommends approving the request for the removal of one Carrotwood tree located at 4010-3D Calle Sonora Oeste.

NOW THEREFORE BE IT RESOLVED, January 19, 2021, the Board of Directors approves the request for the removal of one Carrotwood tree located at 4010-3D;

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 03-21-XX

Approve the Request for Removal
of One Bottle Brush Tree
5003 Duverney

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 7, 2021, the Landscape Committee reviewed the request for the removal of one Bottle Brush tree. The request was received from the Member at 5003 who cited the reasons as the tree trunk leans toward the driveway making it difficult to safely drive into the garage and the tree has a dirty, unattractive appearance and;

WHEREAS, the Committee determined that this tree meets the guidelines set forth in Resolution 03-11-149 and recommends approving the request for the removal of one Bottle Brush tree located at 5003 Duverney.

NOW THEREFORE BE IT RESOLVED, January 19, 2021, the Board of Directors approves the request for the removal of one Bottle Brush tree located at 5003;

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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Third Laguna Hills Mutual
Architectural Controls and Standards Committee – Open Session
December 29, 2020

ENDORSEMENT

Variance 5551-B – Modify Alteration Patio Enclosure

A motion was made and carried by consensus to recommend that the Board deny staffs recommendation of denial and approve the variance request to modify the alteration patio enclosure within the existing footprint at unit 5551-B.

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THIRD LAGUNA HILLS
MUTUAL

STAFF REPORT

DATE: January 19, 2021
FOR: Third Board
SUBJECT: Variance Request
Mr. Michael and Jean Nick of 5551-B (Casa Monaco, 13)
Request to Modify Alteration Patio Enclosure on Previously Extended Common Area

RECOMMENDATION

The Architectural Control and Standards Committee recommends the Board approve the request to modify the alteration patio enclosure on previously extended common area, with the conditions 1-27 as stated in Appendix A.

BACKGROUND

Mr. and Mrs. Nick of 5551-B Reyo Del Sol, a Casa Monaco style unit (Appendix B), is requesting Board approval of a variance to modify their alteration patio enclosure on previously extended common area (Appendix C) by reducing the size of the enclosed portion of the patio from 30ft wide to 17ft.

The patio was originally extended in length only by 6'-2" and surrounded with a block wall in 1984 with Mutual Consent #7560b. A patio cover and glass windscreen were added in 1999 via Mutual Consent # 99284 and replaced with a complete patio enclosure in 2014 via Mutual Consent # 142120. In 2019 a partial removal of the patio cover and windows was performed to create an open patio surrounded by block wall measuring 8'-11" wide and 10'-2" long via Mutual Consent 190497.

Mr. and Mrs. Nick request to increase the open area of the patio by reducing the size of the existing enclosure. Their proposal is to remain within the current walled off patio area. The Board can decided to approve this variance through Resolution 03-21-XX (Attachment 1)

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

DISCUSSION

Mr. and Mrs. Nick are proposing to remove the existing windows system; sliding glass door and patio cover from a 12'-9" wide by 10'-2" long portion of the existing patio enclosure, in order to create a larger open area on the rear patio (Attachments 2 & 3).

The existing sliding glass door would be partially replaced with a new 2'-6" tall block wall to match the existing wall, while a 3'-0" wide opening will be left to allow for emergency egress off the patio.

A new French door set measuring 5'-0" wide by 6'-7" tall will be installed on the south elevation of the of the enclosure, where egress will lead onto the remaining open patio area to avoid any additional common area being acquired.

The newly exposed ceiling and facial resulting from the removal of the patio cover will be repaired / replaced to match the remainder of the building.

Stamped structural drawings will be required as a Condition of Approval along with the requirement to obtain a City of Laguna Woods permit to ensure code compliance and that structural integrity requirements are met.

There are no previous variance requests for similar patio enclosure modifications on record.

On December 29, 2020 staff recommended denial of this request to the Architectural Control and Standards Committee, in conjunction with current Third Mutual's Common Area Use Policy (RESOLUTION 03-18-146) "BE IT RESOLVED FURTHER, that no further alteration may be approved or constructed on any previously approved or "grandfathered" alteration that encroaches upon common area, other than like for like, that augments, enlarges, or changes the construction, purpose, or use of the previously approved or grandfathered alteration."

Neighbor Awareness Notices were sent to affected Units 5550-B, 5551-A, 5552-A, 5552-B, 5541-A and 5541-B on October 15, 2020 (Attachment 4); as of the writing of this report, no responses were received.

At the time of preparing this report, there are no open Mutual Consents for 5551-B

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 5551-B.

Prepared By: Gavin Fogg, Inspections Supervisor

Reviewed By: Robbi Doncost, Manor Alterations Manager

Ernesto Munoz, P.E., Maintenance and Construction Director

ATTACHMENT(S)

Appendix A: Conditions of Approval
Appendix B: Condominium Plan
Appendix C: Existing Plan
Attachment 1: Resolution 03-21-XX
Attachment 2: Site Plan
Attachment 3: Variance Request, September 2, 2020
Attachment 4: Photos
Attachment 5: Map

APPENDIX A

CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

1. No improvement shall be installed, constructed, modified or altered at unit **5551-B**, ("Property") within the Third Laguna Hills Mutual ("Mutual") unless and until a Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member Owner or Owners ("Member Owner") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.

2. A Variance for Unit Alterations has been granted at **5551-B** for **to Modify Alteration Patio Enclosure on Previously Extended Common Area,** 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. Prior to the issuance of a Mutual Consent for Unit Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.

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 **5551-B** and all future Mutual members at **5551-B**.

5. 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.

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

7. 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 "Covenant to Run with the Land" for a proposed improvement that would utilize any portion of the Mutual's Common Area. Prior to the issuance of a Mutual Consent for Unit Alterations, that "Recordable Common Area Agreement" must be filed with the Orange County Clerk/Recorder.

8. A City of Laguna Woods permit is required, which may include the requirement to obtain

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

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

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

11. Member Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, and use of Mutual property for storage of equipment or materials without prior approval. Member Owner acknowledges and agrees that all such persons are his/her invitees. Member Owner shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations.

12. Member Owner hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.

13. 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.

14. Member is responsible for following the gate clearance process in place to admit contractors and other invitees.

15. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of $250 for all improvements exceeding a total of $500.The Conformance Deposit will be held until Final City Building Permit Issuance if

required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.

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

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

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

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

20. 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.

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

22. 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.

23. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. All dumpsters must conform to the Policy for Temporary Containers.

Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.

24. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.

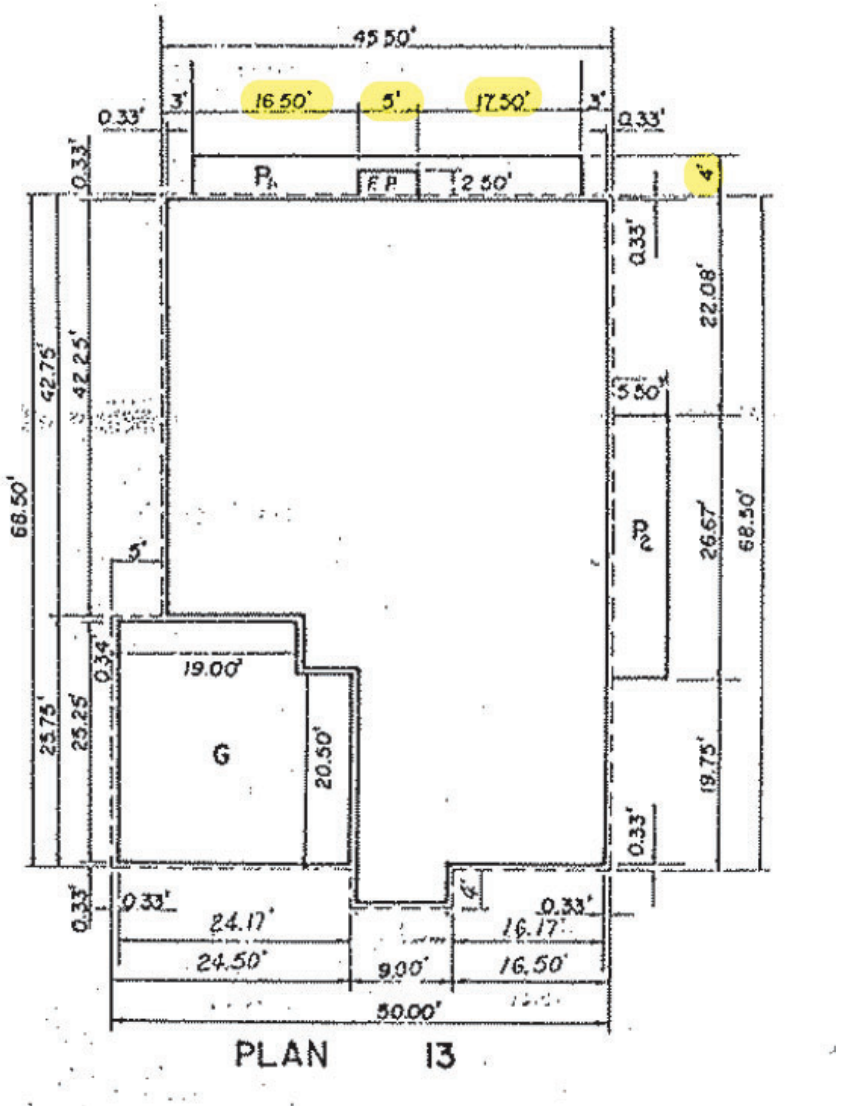
25. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.

26. 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.

27. 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, amountsand liabilities arising from Mutual member's improvements and installation, construction, design and maintenance of same.

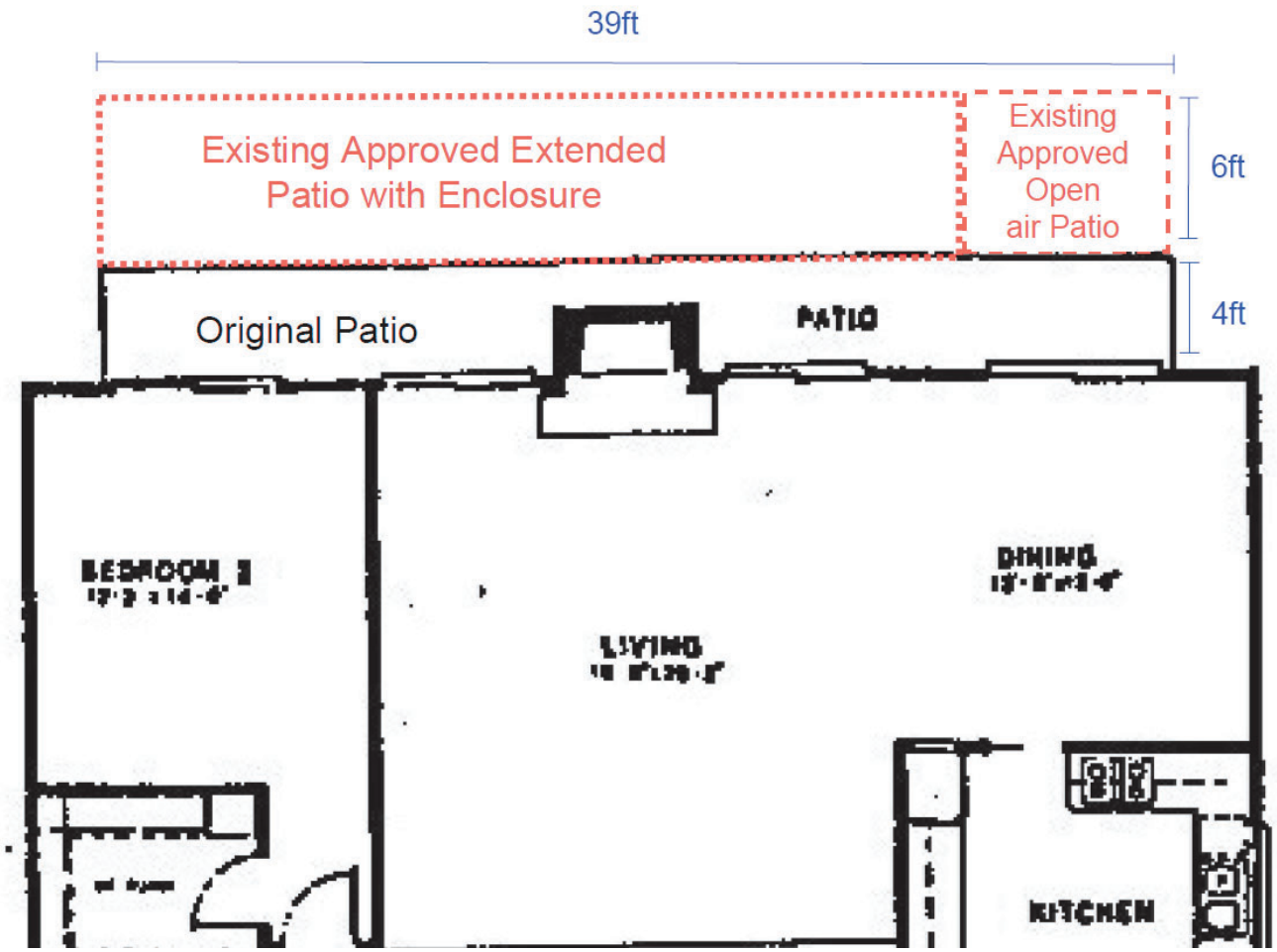
APPENDIX B

Condominium Plan



APPENDIX C

Existing Plan



ATTACHMENT 1

RESOLUTION 03-21-XX
Variance Request 5551-B

WHEREAS, Mr. and Mrs. Nick of 5551-B Reyo Del Sol, a Casa Monaco style unit, is requesting Board approval of a variance to modify their alteration patio enclosure on previously extended common area by reducing the size of the enclosed portion of the patio from 30ft wide to 17ft; and,

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected units on October 15, 2020, 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 29, 2020.

NOW THEREFORE BE IT RESOLVED, on January 19, 2021, the Board of Directors hereby approves the request to construct a patio enclosure on a previously extended Common Area patio at unit 5551-B;

RESOLVED FURTHER, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 5551-B Reyo Del Sol and all future Mutual members at 5551-B Reyo Del Sol;

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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GENERAL NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO ANY WORK AND SHALL BE RESPONSIBLE FOR ALL WORK AND MATERIALS INCLUDING THAT FURNISHED SUBCONTRACTORS.
2. DIMENSIONS TAKE PRECEDENCE OVER DRAWINGS, DO NOT SCALE DRAWINGS TO DETERMINING ANY LOCATION. THE OWNER OR ARCHITECT SHALL BE NOTIFIED IF ANY DISCREPANCY OCCURS PRIOR TO CONTINUING WITH WORK.
3. ALL PLAN DIMENSIONS ARE FROM THE CENTER LINE OF STUD OR FACE OF FINISH UNLESS OTHERWISE INDICATED.
4. ANY CHANGES PRIOR TO APPROVED SET OF PLANS, ARCHITECT MUST BE NOTIFIED. CONTRACTOR OR PERSON CONDUCTING WORK SHOULD NOTIFY THE ARCHITECT IF ANY DISCREPANCY OCCURS DURING CONSTRUCTION. DKY IS NOT RESPONSIBLE FOR CONTRACTOR OR HOME BUILDER PERFORMANCE TO PERFORM WORK.
5. ALL CONSTRUCTION SHALL COMPLY WITH THE APPLICABLE BUILDING CODES AND LOCAL RESTRICTIONS.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING MECHANICAL AND ELECTRICAL SERVICES AND DISTRIBUTION SYSTEMS WHETHER SHOWN OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSE OR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED EXPENSE OR REPAIRS OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED BY OPERATIONS IN CONJUNCTION WITH THE PERFORMANCE OF THE WORK.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OR REMEDY OF ANY FAULTY, IMPROPER OR INTERIOR MATERIALS OR WORKMANSHIP WHICH SHALL APPEAR WITHIN 1 YEAR OR AS OTHERWISE SPECIFIED FOR A SPECIFIC COMPONENT AFTER THE COMPLETION AND ACCEPTANCE OF THE WORK UNDER THIS CONTRACT.
8. SILICON CAULK SHALL BE USED AT THE FOLLOWING LOCATIONS INCLUDING BUT NOT LIMITED TO:

   a. METAL DOOR AND WALL CONNECTION
   b. CONDUIT AND PIPE PENETRATIONS AT WALLS AND CEILING.

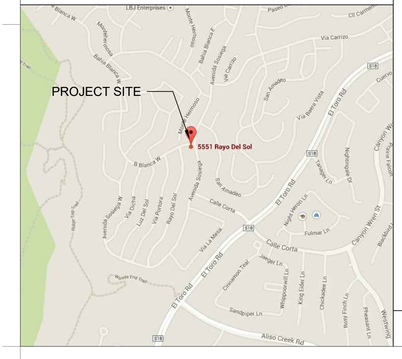
9. CONTRACTOR IS TO CLEAN WORK AREAS ON A DAILY BASIS SO AS NOT TO ACCUMULATE DEBRIS.
10. UPON PROJECT COMPLETION CONTRACTOR IS TO CLEAN WORK AREAS AND JOB SITE THOROUGHLY SO AS TO REMOVE ALL CONSTRUCTION DUST, RESIDUE AND DEBRIS.
11. DO NT OBSTRUCT STREETS, SIDEWALKS, ALLEYS OR OTHER RIGHT-OF-WAY WITHOUT FIRST OBTAINING PROPER PERMITS.
12. ALL WORK SHALL BE ACCOMPLISHED WITH QUALITY WORKMANSHIP OF THE HIGHEST INDUSTRY STANDARDS. ALL MATERIALS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURERS INSTRUCTIONS AND RECOMMENDATIONS. MATERIALS AND METHODS SHALL CONFORM TO THE APPROPRIATE NATIONAL TRADE BOOK; I.E. TILE COUNCIL OF AMERICA HANDBOOK FOR CERAMIC TILE INSTALLATION, ARCHITECTURAL WOODWORK INSTITUTE, "QUALITY STANDARDS" ETC.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SAFETY, AND SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE SAFETY OF WORKS AND OCCUPANTS AT ALL TIMES,
14. ALL CONSTRUCTION SHALL BE PERFORMED DURING THE HOUSE OF 7:00 AM TO 6:00 PM, MONDAY THROUGH SATURDAY. NO WORK IS TO OCCUR ON SUNDAYS OR HOLIDAYS.
15. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL MINOR ITEMS WHICH ARE OBVIOUSLY AND REASONABLE NECESSARY TO COMPLETE ANY INSTALLATION.
16. MINIMUM FLAME SPREAD CLASSIFICATION OF INTERIOR FINISH SHALL CONFORM TO THE BUILDING CODE AND LOCAL GOVERNING BUILDING CODES/ORDINANCES.
17. PROJECT SHALL CONFORM TO THE:

    2019 CBC 'CALIFORNIA BUILDING CODE'
    2019 CMC 'CALIFORNIA MECHANICAL CODE'
    2019 CPC 'CALIFORNIA PLUMBING CODE'
    2019 CEC 'CALIFORNIA ELECTRICAL CODE'
    2019 CALIFORNIA GREEN CODE
    AND ALL CITY AND COUNTY LAWS AND ORDINANCES

KEY NOTES

1. EXISTING WINDOW SYSTEM TO BE REMOVED
2. (E) LOW WALL, PATCH AND REPAIR AS NEEDED
3. EXISTING POSTS TO REMAIN
4. LINE OF FLAT ROOF ABOVE
5. EXISTING ROOF PERIMETER BEAM TO REMAIN, CLAD W/ 1X TRIM ALL AROUND
6. EXISTING SLIDING DOOR TO BE REMOVED
7. EXISTING WINDOW SYSTEM
8. EXISTING WINDOW
9. 2X WD STUD @ 16" O.C., EXT. CEMENT PLASTER O/ 1/2" CEMENT BOARD
10. PORTION OF EXISTING ROOF TO BE REMOVED (HATCHED AREA)
11. LINE OF WALL BELOW
12. EXISTING CHIMNEY
13. EXISTING FLAT ROOF PARAPET WALL
14. FILL IN @ REMOVED SLIDING DOOR, 2X WD STUD @ 16" O.C., EXT. CEMENT PLASTER O/ 1/2" CEMENT BOARD
15. NEW FRENCH DOORS, 60" X 80"
16. REPAIR CEILING, CEILING FINISH TO MATCH EXISTING (HATCHED AREA)
17. NEW POST TO MATCH EXISTING
18. NEW LOW WALL, MATCH EXISTING
19. RELOCATE (E) CEILING FAN
20. EXISTING SKYLIGHT TO REMAIN
21. EXISTING SKYLIGHT TO BE REMOVED
22. NEW 3 FT. WIDE OPENING

VICINITY MAP


PROJECT SITE
5551 Rayo Del Sol
Via Carrizo
El Toro Rd
Calle Corta
Alicia Pkwy
Alicia Blanca W
Alicia Blanca E
Avenida Sevilla
Via Ambiente
Via Buena Vista
Avenida Acoso
Via Del Sol
Via Del Cielo
Via Hacienda
Mateo Del Sol
Avenida Sonrisa
Avenida Amodeo
Via La Mesa
Nogal Hollow Ln
Fulmar Ln
Jaeger Ln
Cormorant Trail
Whippoorwill Ln
King Eider Ln
Chickadee Ln
Sandpiper Ln
Alisio Creek Rd
Cabrillo Pkwy
Carryon West St
Blackbird Ln
Avenida Pamplona
Avenida Majorca
Avenida Valencia
Avenida Granada
Avenida Toledo
Avenida Castilla
Avenida Segovia
Avenida Sorrento
Avenida Navona
Avenida Siena
Avenida Verona
Avenida Florencia
Avenida Milano
Avenida Napoli
Avenida Roma
Avenida Venezia
Avenida Genova
Avenida Palermo
Avenida Trieste
Avenida Trento
Avenida Bologna
Avenida Parma
Avenida Modena
Avenida Perugia
Avenida Pisa
Avenida Lucca
Avenida Siracusa
Avenida Salerno
Avenida Amalfi
Avenida Capri
Avenida Ischia
Avenida Positano
Avenida Sorrento
Avenida Ravello
Avenida Taormina
Avenida Cortina
Avenida Dolomiti
Avenida Garda
Avenida Como
Avenida Maggiore
Avenida Lugano
Avenida Ticino
Avenida Engadina
Avenida Zermatt
Avenida Matterhorn
Avenida Eiger
Avenida Jungfrau
Avenida Monte Rosa
Avenida Mont Blanc
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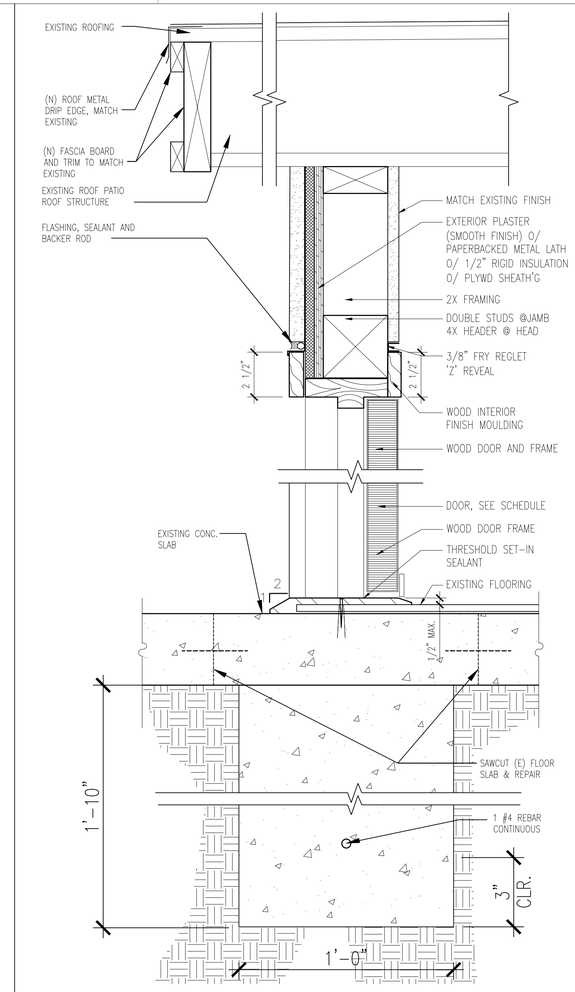
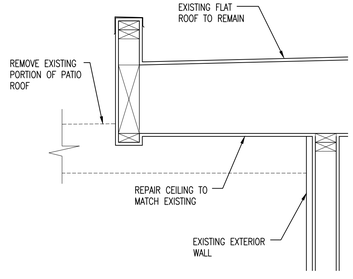
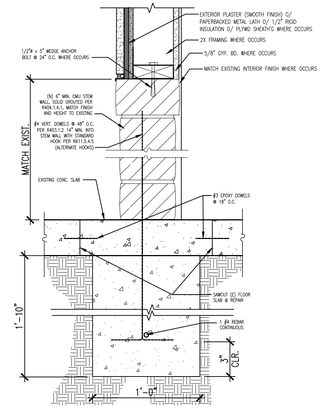
Avenida Venezia
Avenida Firenze
Avenida Roma
Avenida Napoli



SECTION @ (N) PATIO WALL | SCALE: 3" = 1'-0" | 2



SECTION @ PATIO ROOF | SCALE: 1" = 1'-0" | 3



SECTION @ (N) LOW WALL | SCALE: 1 1/2" = 1'-0" | 1

IDKAY architects

LICENSED ARCHITECT
DAVID A. STRESHINSKY
No.C18642
Expires JANUARY 2021
State of California

SEAL

ISSUES / REVISIONS

NO.	DATE	DESCRIPTION
	07/21/20	PC SUBMITTAL

Nick Residence

Enclosure of Outdoor Patio

5551 Rayo Del Sol, Unit B
Laguna Woods, CA 92637

DETAILS

DRAWN BY:	DATE: 07-20-20
CHECKED BY:	D.S.
PROJECT NUMBER:	1120

A2.0

Laguna Woods Village

ATTACHMENT 3

MANOR # 5551-B

☐ ULWM ☒ TLHM

Variance Request Form

SA_____

Model: CASA MONACO	**Plan:**	**Date:** 9-2-2020
Member Name: MICHAEL & JEAN NICK	**Signature**	
Phc [redacted]	**E** [redacted]	
Contractor Name/Co.: WOODWIZARD – DAVID LANGDON	**Ph** [redacted]	
Owner Mailing Address: (to be used for official correspondence) 5551 Paseo De Sol Unit B Laguna Woods, CA 92637		

Description of Proposed Variance Request ONLY:

Removal of roughly 12 1/2' x 8' from Southwest end of existing patio enclosure, was previously modified with HOA Consent in late 2019. Existing floor plan noted in section 1 of attached plans. Proposed floor plan and elevation noted in section 1,2,3, and 5 of attached plans.

Dimensions of Proposed Variance Alterations ONLY:

Removal of roughly 12 1/2' x 8'.

FOR OFFICE USE ONLY

RECEIVED BY:_____ **DATE RECEIVED:**_____ **Check#**_____ **BY:**_____

Alteration Variance Request	*Complete Submittal Cut Off Date:*
Check Items Received: ☐ Drawing of Existing Floor Plan ☐ Drawing of Proposed Variance ☐ Dimensions of Proposed Variance ☐ Before and After Pictures ☐ Other: _____	**Meetings Scheduled:** Third AC&S Committee (TACSC): _____ United M&C Committee: _____ Board Meeting: _____ ☐ Denied ☐ Approved ☐ Tabled ☐ Other _____

September 1, 2020

Re: Variance Request for 5551-B Rayo Del Sol

In accordance with the Third Laguna Hills Mutual, I request your consent to modify a patio enclosure located at the rear of the house, which was previously approved and modified in 2019. Please see the attached drawing of the proposed modification, as well as pictures of the current patio.

We purchased our Laguna Woods home last year. The home had a full length sunroom that was permitted and approved by the previous owner.

As mentioned, prior to moving in, we had an 8 1/2 foot portion of the sunroom returned to an open air patio. We now realize we should have had 20 feet of sunroom removed as the 8 ½' is just too small to entertain more than 2 people. Our current request is to enlarge the open air portion another 12 ½'. We are not changing the footprint of our home from what we purchased last year but merely opening up a portion of the sunroom to create an open air patio.

All work will be performed by licensed contractors and inspected by the City of Laguna Woods. We will be using The Wood Wizard, a contractor whom has worked in the Village for 10+ years, for the mentioned improvements. I am aware that all work will be done at my expense, and that all future upkeep will remain at my expense.

Thank you for your time to review the above requests.

Respectfully Submitted,

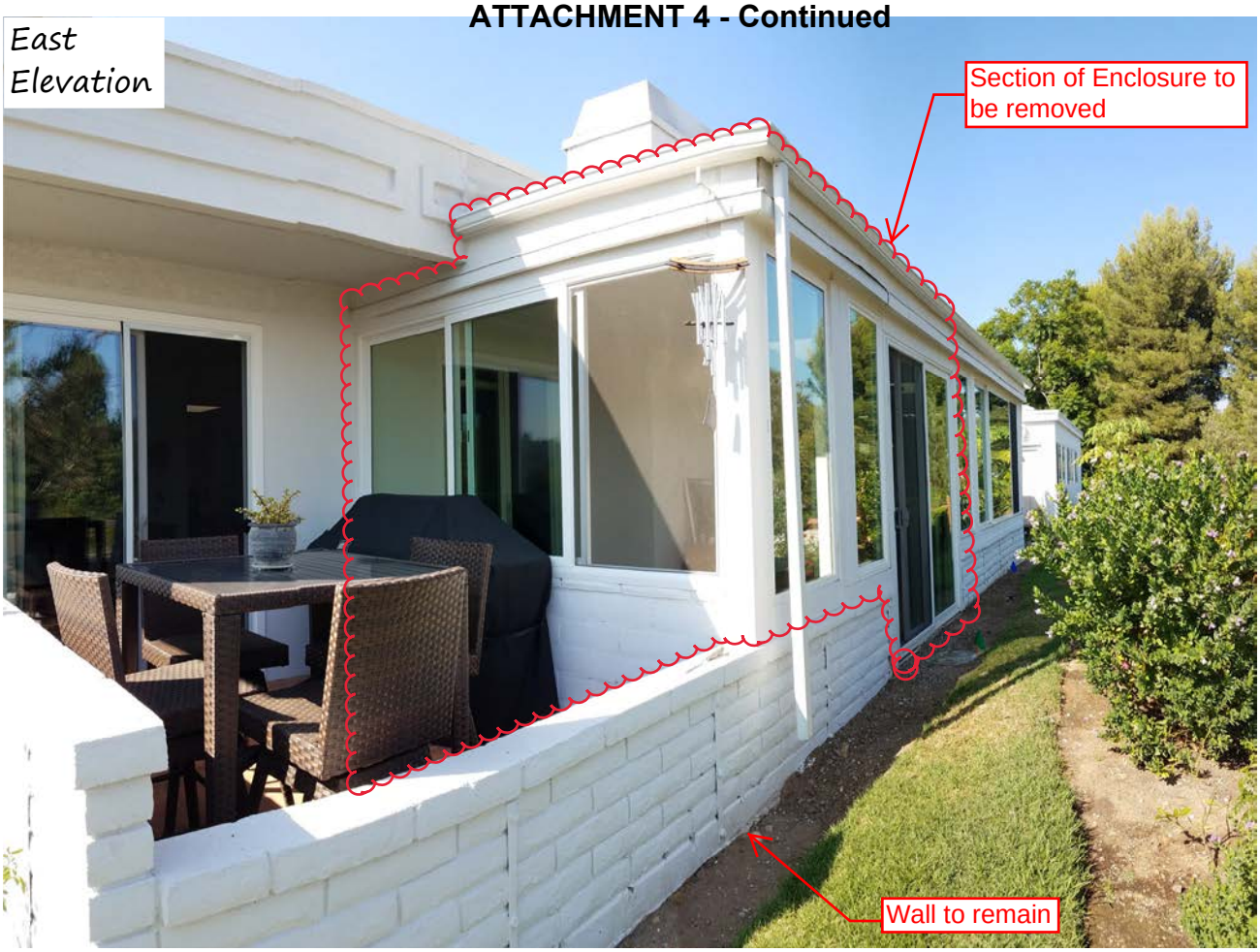
Mike and Jean Nick
5551-B Rayo Del Sol

ATTACHMENT 4

Existing Patio Enclosure

South Elevation

East Elevation



North Elevation

ATTACHMENT 5

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Third Laguna Hills Mutual
Architectural Controls and Standards Committee – Open Session
December 29, 2020

ENDORSEMENT

Variance 5569-B – Add Third Bathroom within Separate Interest area of Unit

A motion was made and carried by consensus to recommend that the Board approve the variance request to add a third bathroom within the separate interest area at unit 5569-B.

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THIRD LAGUNA HILLS
MUTUAL

STAFF REPORT

DATE: January 19, 2021
FOR: Third Board
SUBJECT: Variance Request
Ms. Amy Lim of 5569-B (Casa Siena, 11R)
Request to Add Third Bathroom within Separate Interest area of Unit

RECOMMENDATION

Staff recommends the Board approve the request to add a third bathroom within the separate interest area of the unit with conditions 1-28 as stated in Appendix A.

BACKGROUND

Ms. Lim of 5569-B Luz Del Sol, a Casa Siena style unit (Appendix B), is requesting Board approval of a variance to add a third bathroom to her unit (Appendix C), utilizing an existing separate interest storage/laundry room.

Due to there being no existing Mutual Standard or Policy for allowing a third bathroom to be added within a unit, a variance approval is required prior to any Mutual Consent being issued for the proposed work.

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

DISCUSSION

Staff recommends approval of this this variance request through Resolution 03-21-XX (Attachment 1), due to there being no direct conflict with any existing policy and the proposed alteration having no obvious negative impact to the building or neighboring Members.

Ms. Lim is proposing to move the forced air unit (FAU) and washer/dryer from the existing laundry room to the garage, and install a tub, toilet and sink (Attachments 2 and 3).

New plumbing will be needed to install new hot and/or cold lines for the tub and sink and toilet. The existing 3" waste line that passes directly below the new proposed bathroom will be utilized for drainage. The relocated washer/dryer and sink will also require new plumbing for supply and waste lines. The proposed plumbing would be using copper supply lines and can be viewed in Attachment 2, Sheet A4.

A complete set of stamped architectural drawings will be required as a Condition of Approval along with the requirement to obtain a City of Laguna Woods permit to ensure code compliance is met.

Ms. Lim is also intending to perform a kitchen remodel, installing new skylights and modify existing storage room window as part of the interior remodel which can be processed with over-the-counter Mutual Consents.

Neighbor Awareness Notices were sent to affected Units 5569-A, 5570-A and 5570-B (Attachment 4) on October 14, 2020; as of the writing of this report, no responses were received.

At the time of preparing this report, there is one Mutual Consent for demolition on hold, pending the decision of the Board for this variance request.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 5569-B.

Prepared By: Gavin Fogg, Inspections Supervisor

Reviewed By: Robbi Doncost, Manor Alterations Manager

Ernesto Munoz, P.E., Maintenance and Construction Director

ATTACHMENT(S)

Appendix A:	Conditions of Approval Condominium
Appendix B:	Plan
Appendix C:	Existing Plan
Attachment 1:	Resolution 03-21-XX
Attachment 2:	Site Plan
Attachment 3:	Variance Request, September 1, 2020
Attachment 4:	Map

APPENDIX A

CONDITIONS OF APPROVAL

Conditions of approval would be as follows:

1. No improvement shall be installed, constructed, modified or altered at unit **5569-B**, ("Property") within the Third Laguna Hills Mutual ("Mutual") unless and until a Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member Owner or Owners ("Member Owner") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.

2. A Variance for Unit Alterations has been granted at **5569-B** for **Adding third bathroom,** 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. Prior to the issuance of a Mutual Consent for Unit Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.

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 **5569-B** and all future Mutual members at **5569-B**.

5. 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.

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

7. Prior to the Issuance of a Mutual Consent for Unit 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 Unit Alterations staff to review.

8. 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 “Covenant to Run with the Land” for a proposed improvement that would utilize any portion of the Mutual’s Common Area. Prior to the issuance of a Mutual Consent for Unit Alterations, that “Recordable Common Area Agreement” must be filed with the Orange County Clerk/Recorder.

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

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

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

12. 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.

13. 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.

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

15. Member is responsible for following the gate clearance process in place to admit contractors and other invitees.

16. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of $250 for all improvements exceeding a total of $500.The Conformance Deposit will be held until Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.

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

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

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

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

21. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.

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

23. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.

24. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. All dumpsters must conform to the Policy for Temporary Containers. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.

25. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.

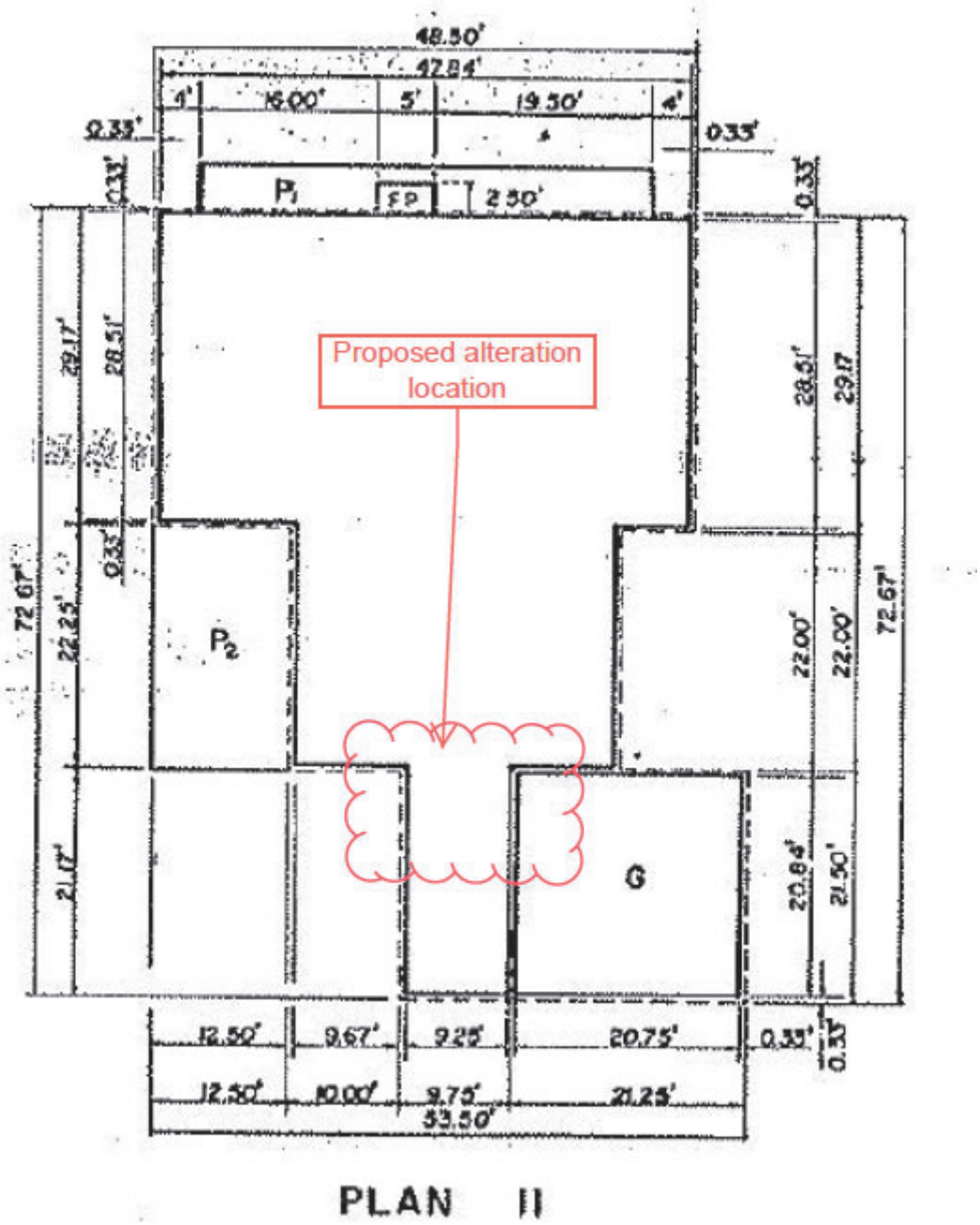
26. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.

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

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

APPENDIX B

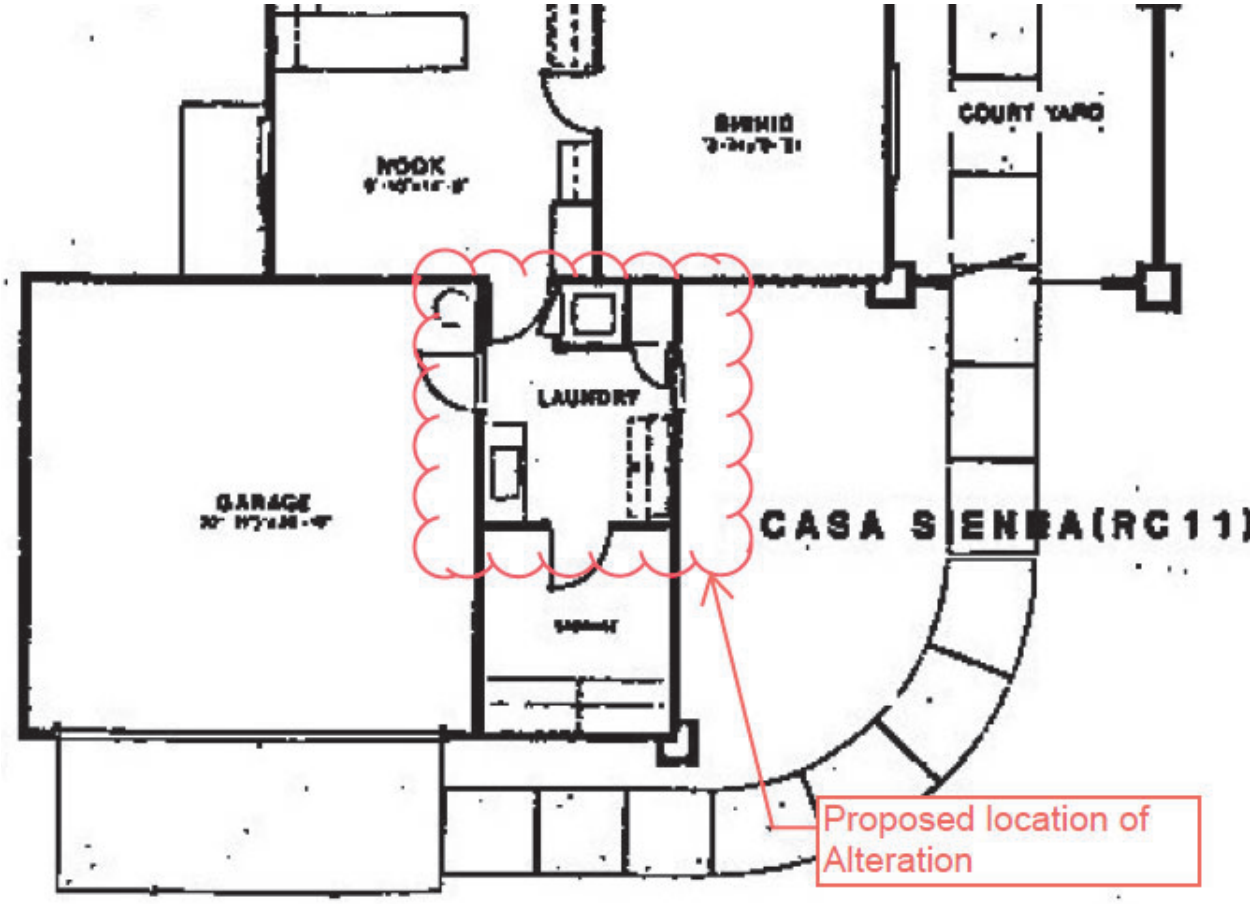
Condominium Plan



PLAN II

APPENDIX C

Existing Plan



ATTACHMENT 1

RESOLUTION 03-21-XX
Variance Request 5569-B

WHEREAS, Ms. Lim of 5569-B Luz Del Sol, a Casa Siena style unit, is requesting Board approval of a variance to add a third bathroom to her unit, utilizing an existing separate interest storage/laundry room; and,

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected units on October 15, 2020, 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 29, 2020.

NOW THEREFORE BE IT RESOLVED, on January 19, 2021, the Board of Directors hereby approves the request to add a third bathroom to unit 5569-B, utilizing an existing separate interest storage/laundry room;

RESOLVED FURTHER, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 5569-B Luz Del Sol and all future Mutual members 5569-B Luz Del Sol;

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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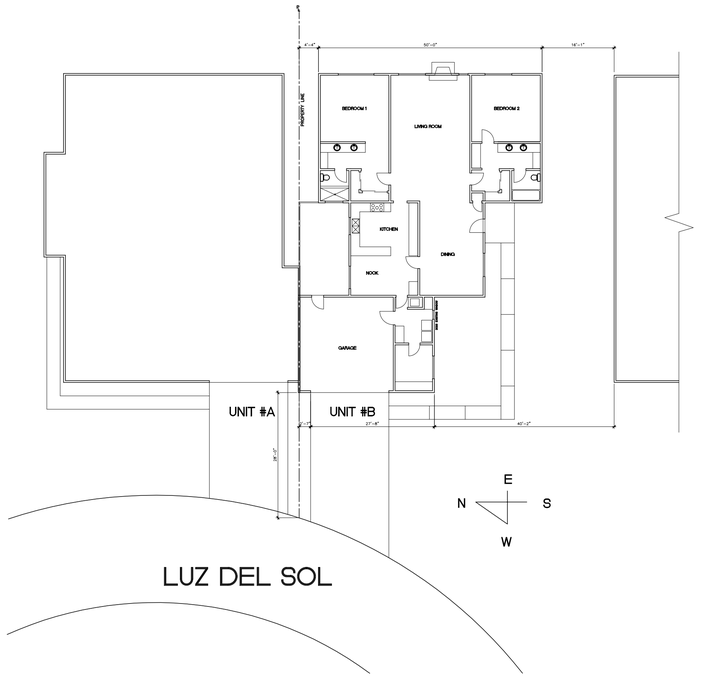


SCALE: 1/16"=1'-0"

SHEET INDEX		
A1		COVER SHEET WITH SITE PLAN AND GENERNAL NOTES
A2		EXISTING PLAN, SPECIFICATION AND LEGEND
A3		PROPOSED PLAN
A4		PLUMBING/ELECTRICAL PLAN
A5		SECTIONS AND ELEVATION
A6		DETAILS
A7 A		CALGREEN RESIDENTIAL MANDATORY MEASURE 2019
A7 B		CALGREEN RESIDENTIAL MANDATORY MEASURE 2019
T1		TITLE 24
T2		TITLE 24
T3		TITLE 24

Panel Specs / Model: Panel Max Rating: Meter Main: 125 Amp		Existing ☐ Proposed ■	
Range 50 Amps	1	2	FAU 50 Amps
	3	4	
Dryer 30 Amps	5	6	Water Heater 50 Amps
	7	8	Water Heater 50 Amps
A/C 30 Amps	9	10	Outlets(Living/Dining Room) 20A
A/C 30 Amps	11	12	Outlets(Bedroom/Hallway) 20A
Dish Washer 20A	13	14	Lights(Livingroom/kitchen) 15A
Kitchen Appliance 20A	15	16	Lights(Badroom) 15A
Refrigerator 20A	17	18	Bathroom Fans 20A
Microwave 20A	19	20	Bathroom lights 15A
Outlets(Bathroom)/Garb. Disp. 20A	21	22	Washer 20A
Small Appliances 20A	23	24	

All work to comply with the current code cycles: 2019 California Building Code 2019 California Residential Code 2019 California Electrical Code 2019 California Energy Code	Property address: 5569 B Luz Del Sol Building Permit Number:_____ Date: 7/10/2020

Staff reserves the right to additional requirements upon submittal of materials.

GENERAL CONSTRUCTION NOTES

1. All construction and workmanship shall conform to the following codes, including local ordinances:
   California Building Code 2019 — California Green building standard code 2019
   California Mechanical Code 2019 — California fire Code 2019
   California Plumbing Code 2019
   California Electrical Code 2019
   California Energy code 2019
2. Contractor must check all dimensions, framing conditions and dite conditions before staring work. Architect/Engineer shall be notified immediately of any discrepancies or possible deficiencies.
3. Dig Alert is required all work that require excavation. Proof of 811 must be provided at permit issuance.
4. All construction waste will be recycled at a minimum of 65%,
5. Inspections are required within every 180 days or active permit will expire.
6. All active plan checks will expire if permit is not pulled within one year of plan approval from building and safety unless an extension is submitted to the city and approved by the city building and safety.
7. 2019 Calgreen Residential Mandatory Measures on the plans– a Supplement to the 2016 Calgreen Code is in place (effective July 1, 2018)

WOOD FRAME

1. All structural lumber shall be Douglas fir larcb, conforming to Standard Grading Rules for west coast lumber, No. 16, unless noted otherwise. Lumber design criteria shall be in accordance with UBC Table 23–I.
2. All wood bearing on concrete or masonry shall be pressure treated Fir.
3. Each sheet of plywood shall be identified by a registered stamp or brand of the American Plywood.
4. Nails shall be common or box. Nailing shall be per Table 23–II–B–1 of the 2001 CBC unless noted otherwise.
5. Top plates of all stud walls shall be 2 pieces the same size as studs. Splices shall lap 4' min. and shall be nailed.
6. Provide 2x solid blocking between joists and rafters at all supports. Blocking shall be one piece and the full depth of the joist or rafter.

ELECTRIC

1. Provide Electrical Main panel location and main service size and load calculations (CEC 110.26)
2. Provide Arc Fault notes and GFCI locations noted on the plans. Locations and sizes of outlets, fixtures, switches, smoke detectors, height and dimensions
3. Provide bathrooms a minimum of (1) 20–amp circuit receptacle outlet. Such circuit shall have no other outlets.
4. (2) 20–amp circuits are required for general appliance use in kitchen.
5. Outdoor lighting attached to the building must be high–efficacy AND controlled by motion sensor AND photocell.
6. Provide electrical line diagram.

MACHANICAL

1. Provide FAU location with dimensions and details if in attic provide structural analysis for installation
2. Provide quick disconnect and detail for HVA coil
3. Provide register and return air grill locations and fire dampers as needed
4. For new HVAC system provide compliance documentation for the 2016 California Energy Code.

PLUMBING

1. Provide plumbing schedule and details and line diagrams for plumbing and venting for new line runs.
2. Provide roof cross section with plumbing penetration and detail on water proofing
3. Provide shower/tub cross section with proper water proofing backing and
4. New water closet to be "ULTRA LOW FLUSH" type with 1.2 GA. max/Flush.
5. Shower heads and kitchen faucet to be 1.8 GPM max. flow set by Calgreen 4.303.
6. Sink faucets to be 1.2 GPM max. flow set by Calgreen 4.303.
7. SB407 requires replacement of all noncompliant plumbing fixtures built on or before 1/1/1994
8. EXHAUST FANS IN BATHROOMS TO BE HUMIDITY CONTROLLED PER CALGREEN 4.506.1
9. EXISTING DWELLING IS NOT EQUIPPED WITH FIRE SPRINKLERS

CALEB CONSTRUCTION
[redacted]

DR. LIM'S RESIDENCE

5569 #B LUZ DEL SOL LAGUNA WOODS CA 92637

KEY PLAN
NOT TO SCALE

ISSUE DATE: JUL–5–2020
DRAWN BY: PAUL LEE
[redacted]

REMODEL FOR:
DR. LIM
5569 #B LUZ DEL SOL
LAGUNA WOODS CA
[redacted]

REGISTERED PROFESSIONAL ENGINEER
PAUL LEE
No. 21234
CIVIL
STATE OF CALIFORNIA
7-13-20

SHEET NO.
A1

SCOPE OF WORK

- BATHROOM ADDITION: NEW BATHROOM ADDITION BY 3RD BEDROOM: TUB
- BATHROOM REMODEL: 2 BATHROOM REMODEL: TUB TO TUB, SHOWER TO SHOWER
- KITCHEN REMODEL: ALL NEW APPLIANCES, NEW DISHWASHER, ALL NEW CABINETRY
- ELECTRICAL: LED CEILING LIGHTS: 50 LOCATIONS
- DOORS: NEW INTERIOR DOORS THRU OUT
- WINDOWS: ALL WINDOWS ARE EXISTING
- FLOOR COVERING: SPC FLOORING THRU OUT
- SKY LIGHTS: NEW SKY LIGHTS: LIVING RM, KITCHEN AND EACH BATHROOM
- SOLAR TUBE: INSTALLATION OF NEW SOLAR TUBS AT EACH WALK IN CLOSET
- WASHER AND DRYER: INSTALLATION OF WASHER / DRYER AND LAUNDRY SINK AT GARAGE
- CENTRAL HVAC: RELOCATE EXISTING UNIT TO GARAGE

LEGAL DESCRIPTION:

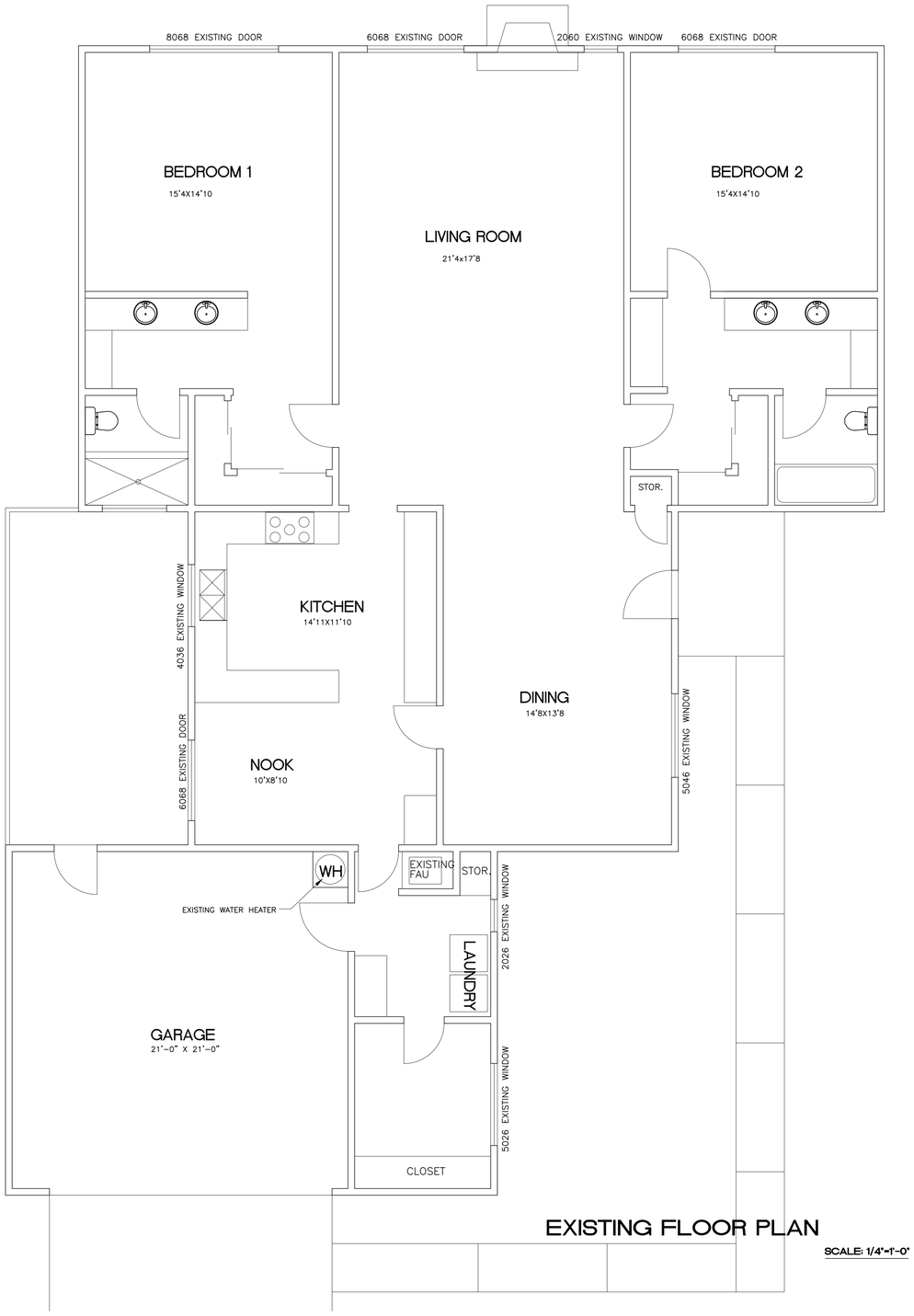
1 STORY BUILDING
OCCUPANCY: R2, BUILT IN 1972
CONSTRUCTION TYPE: TYPE VB
EXISTING SQFT: 2300 SQFT
ROOM EXTENDED SQFT: 170 SQFT (PATIO ENCLOSURE)
BUILDING HEIGHT: 14'-0"
SLAB ON GRADE, NO FIRE SPRINKLER

WINDOW / DOOR SCHEDULE

#	W X H	DESCRIPTION
1	8^0 X 6^8	VINYL SLIDING DOOR DUAL TEMPERRED RETROFIT
2	6^0 X 6^8	VINYL SLIDING DOOR DUAL TEMPERRED RETROFIT
3	6^0 X 6^8	VINYL SLIDING DOOR DUAL TEMPERRED RETROFIT
4	6^0 X 6^8	VINYL SLIDING DOOR DUAL TEMPERRED RETROFIT
(1)	4^0 X 3^6	VINYL WINDOW DUAL GLAZE XO RETROFIT
(2)	4^0 X 2^0	VINYL WINDOW DUAL GLAZE XO RETROFIT
(3)	5^0 X 4^6	VINYL WINDOW DUAL GLAZE XO RETROFIT
(4)	2^0 X 2^6	VINYL WINDOW DUAL GLAZE XO RETROFIT
(5)	5^0 X 4^6	VINYL WINDOW DUAL GLAZE XO NAIL ON
	ALL RETROFIT WINDOWS AND DOORS	DUAL GLAZING WITH LOW-E MANUFACTURE; VALUE WINDOW U FACTOR; 0.32, SHGC;0.25
	4 X – SKY LIGHTS	ALUMINUM FRAME, PLASTIC DOUBLE DOME FIXED MANUFACTURE; GORDON 2852MFCMWCDD ICC#; ER-4063 U FACTOR; 0.7, SHGC;0.4

ELECTRIC EQUIPMENT LIST

#	EQUIPMENT	DESCRIPTION
1	REGRIGERATOR	120V 700 KW/YEAR
2	WASHER AND DRYER	120V 130 KW/YEAR / 220V 500KW/YEAR
3	MICROWAVE	120V 1000 WATT
4	DISH WASHER	120V 240 KW/YEAR
5	RANGE ADN OVEN	240V 3000 WATT
6	CENTRAL AC 2.5TON	240V 25 AMP.



EXISTING FLOOR PLAN

SCALE: 1/4"=1'-0"

CALEB CONSTRUCTION
2741 ASHWOOD CIR.
[redacted]

DR. LIM'S RESIDENCE
5569 #B LUZ DEL SOL LAGUNA WOODS CA 92637

KEY PLAN
NOT TO SCALE

ISSUE DATE: JUL-5-2020
DRAWN BY: PAUL LEE
[redacted]

REMODEL FOR:
DR. LIM
5569 #B LUZ DEL SOL
LAGUNA WOODS CA
[redacted]

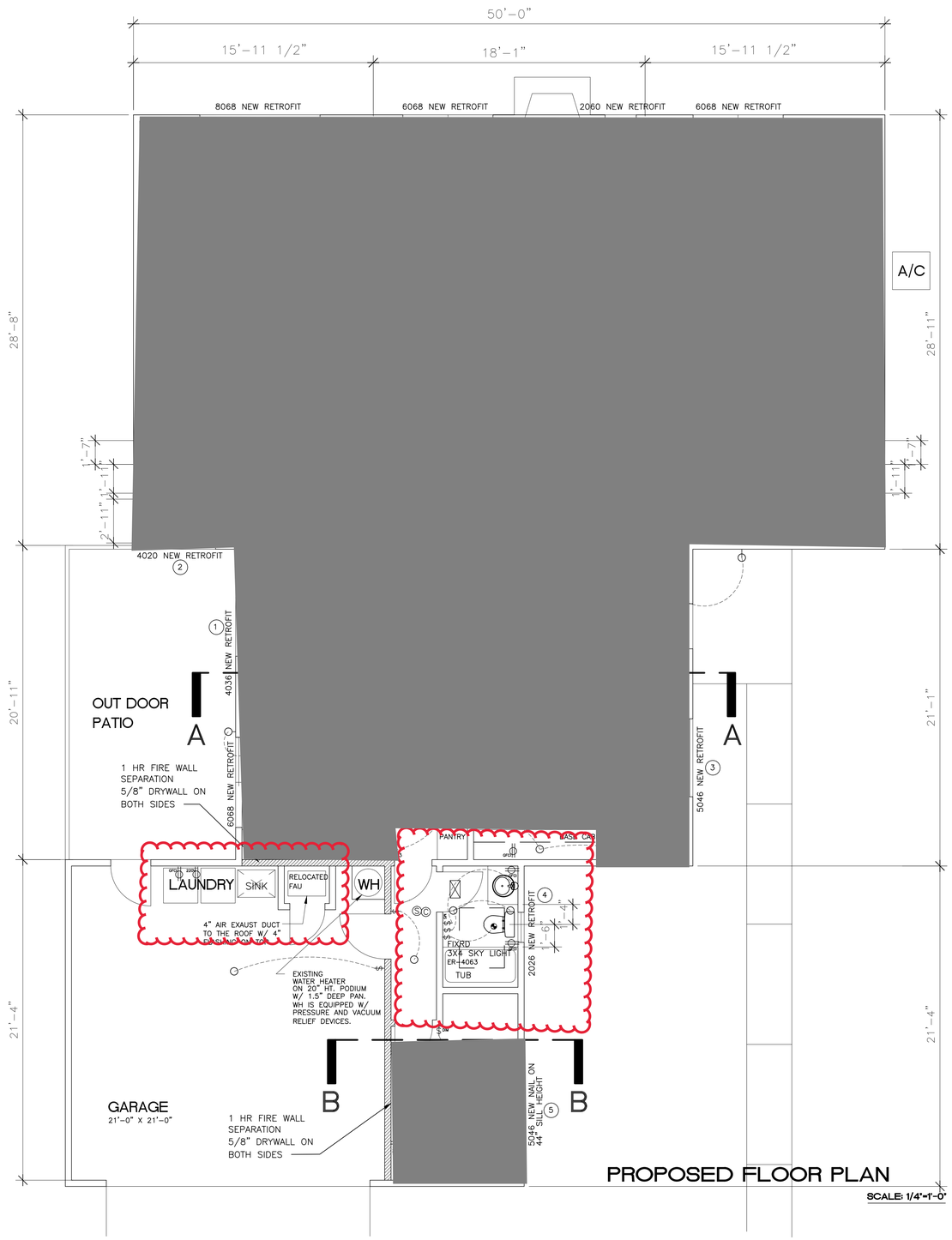
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
7-13-20

SHEET NO.
A2

NOTES & LEGEND:

1. CAL. GREEN BUILDING STANDARDS CODE REQUIRES REPLACEMENT OF ALL EXISTING NONCOMPLIANT PLUMBING FIXTURES. NEW WATER CLOSET TO BE "ULTRA LOW FLUSH" TYPE W/1.2 GA. MAX/FLUSH.
2. SHOWER HEADS AND KITCHEN FAUCET TO BE 1.8 GPM MAX. FLOW SET BY CALGREEN 4.303.
3. SINK FAUCETS TO BE 1.2 GPM MAX. FLOW SET BY CALGREEN 4.303.
4. SHOWER WALLS MUST BE FINISHED WITH SMOOTH, NOTABSORBENT SURFACE TO A HEIGHT OF 72" MIN. ABOVE FLOOR DRAIN LEVEL
5. CONTROL VALVE FOR SHOWER SHALL BE OF THE PRESSURE BALANCE OR THERMOSTATIC MIXING VALVE TYPE– UPC SEC 410.7
6. PROVIDE A.F.C.I. PROTECTION FOR NEW BEDROOM CIRCUITS. (RECPTACLES, SWITCHES, LIGHTS AND SMOKE DETCTORS)
7. SHOWER SHALL HAVE A MIN. INTERIOR AREA OF 1024 SQUAR INCHES AND 30" DIA ENCOMPASS SHOWER DOORS SAHLL MIN. 22" OUTWARD SWING AND SHALL BE TEMPERED GLASS.
8. ATTIC ACCESS SHALL BE MIN. OF 22"X30"
9. PROVIDE LIGHTING IN ATTIC AND MAINTENANCE RECEPTACLE.
10. ALL INSTALLED LUMINARIES SHALL BE HIGH EFFICIENCY FIXTURES.
11. PROVIDE Arc Fault breaker for all additional circuits.
12. NEW LIGHTING ON COMMON ATTIC SHALL BE FIRE RATED ASSEMBLY; J–BOX
13. ALL BATHROOM FAN SHALL BE VENTILATED AND CONTROLLED BY HUMIDITY CONTROL
14. FOR 4X4 SKY LIGHTS INSTALLATION, TRUSS MEMBERS AND COMPONANTS SHALL NOT BE CUT, NOTCHED, SPLICED OR ALTERED IN ANY WAY WITHOUT APPROVAL OF CALIF. LICENSED ENGINEER.
15. PROVIDE SAFETY GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST VERTICAL EDGE IS WITHIN 24" AND THE BOTTOM EDGE IS LESS THAN 60" ABOVE WALKING SURFACE.
16. ALL WORK TO COMPLY WITH 2019 CALIFORNIA ELECTRICAL CODE (CEC), CALIFORNIA GREEN BUILDING STANDARD (CGBSC) AND CALIFORNIA ENERGY CODE (CEnC) AND CALIFORNIA ENERGY STANDARDS.
17. TAMPER RESISTANT OUTLETS 20 AMP THRU OUT.
18. ALL 120V, SINGLE PHASE, 15 AND 20 AMP BRANCH CIRCUIT SUPPLYING OUTLETS INSTALLED IN DWELLING UNITS (INCLUDING CLOSETS AND HALLWAYS) SHALL BE PROTECTED BY A LISTED ARC–FAULT CIRCUIT INTERRUPTER TO PROVIDE PROTECTION OF THE BRANCH CIRCUIT.
19. DISCONNECT SWITCH SHALL BE PROVIDED IN SIGHT OF THE EQUIPMENT SERVED WHEN THE SUPPLY VOLT EXCEEDS 50V
20. GFCI AND ARC–FAULT PROTECTED RECEPTACLES MUST BE INSTALLED AT LAUNDRY AND ABOVE KITCHEN COUNTERTOPS.
21. ALL MEMBRANE PENETRATIONS ASSEMBLIES SHOULD COMPLY WITH ASTM E814; GREAT STUFF FIRE BLOCK CONDUITS AND PIPES PENETRATION THRU 2X4 WOOD STUDS AND DRYWALLS; DETAIL #9 A ON A5
ELECTRIC WIRING PENETRATION THRU 2X4 WOOD STUDS AND DRYWALLS; DETAIL #9 B ON A5
22. DOMESTIC CLOTHES DRYERS MUST HAVE A MOISTURE EXHAUST DUCT A MINIMUM FO 4" IN DIA. AND LENGTH IS LIMITED TO 14' WITH 2 ELBOWS. THE DUCT SHALL BE REDUCED BY 2' FOR EVERY ELBOW IN EXCESS OF TWO.
23. EACH BATHROOM CONTAINING A BATHTUB OR SHOWER SHALL BE MECHANICALLY VENTILATED FAN MUST BE A MIN. OF 50 CFM AND BE CONTROLLED BY A HUMIDISTAT.
24. WATER CLOSET SHALL HAVE 15" TO ANY WALL OR OBSTRUCTION ON EACH SIDE OF ITS CENTERLINE AND 24" CLEAR SPACE IN FRONT.
25. ALL NEW HOT AND COLD WATER SUPPLY LINES ARE REPLACE WITH SOLD COPPER PIPES THRU OUT.
26. DIMMERS OR VACANCY SENSORS SHALL CONTROL ALL LUMINARIES REQUIRED TO HAVE LIGHT SOURCES COMPLAIANT WITH REFERENCE JOINT APPENDIX JA8
27. INSTALL ARC FAULT CIRCUIT INTERRUPTER(AFCI) RECEPTACLE OUTLETS IN BEDROOM #3
28. PROVIDE DEDICATED CIRCUIT FOR ADDED BATHROOM SPLIT (210.11 c 3)

○	RECESSED LIGHT (FIRE RATE ENCLOSURE)	⊛	CEILING FAN
◇	WALL MOUNTED LIGHT	⊠	HVAC REGISTER LOCATIONS
Ⓒ	CARBONMONOXIDE DETECTOR	$ $_{DIM}$	ELECTRICAL SWITCH, DIMMER SWITCH
Ⓢ	SMOKE DETECTOR TO BE HARDWIRED W/ BATTERY BACK–UP MORE THAN 1 SMOKE ALARM SHALL BE INTERCONNECTED		
▨	CONST. NEW WALL W/2X4 STUDS @ 16" O.C.		
⊏ = ⊐	EXISTING WALL TO BE REMOVED		
▭	EXISTING WALL TO REMAINED, REPAIR & REPAINT REQ'D		
⊕	⊕$_{MS}$ ⊕$_{GFCI}$ ELECTRIC PLUG, MOTION SENSOR, GFCI		



PROPOSED FLOOR PLAN

SCALE: 1/4"=1'-0"

CALEB CONSTRUCTION

2741 ASHWOOD CIR.

[redacted]

DR. LIM'S RESIDENCE

5569 #B LUZ DEL SOL LAGUNA WOODS CA 92637

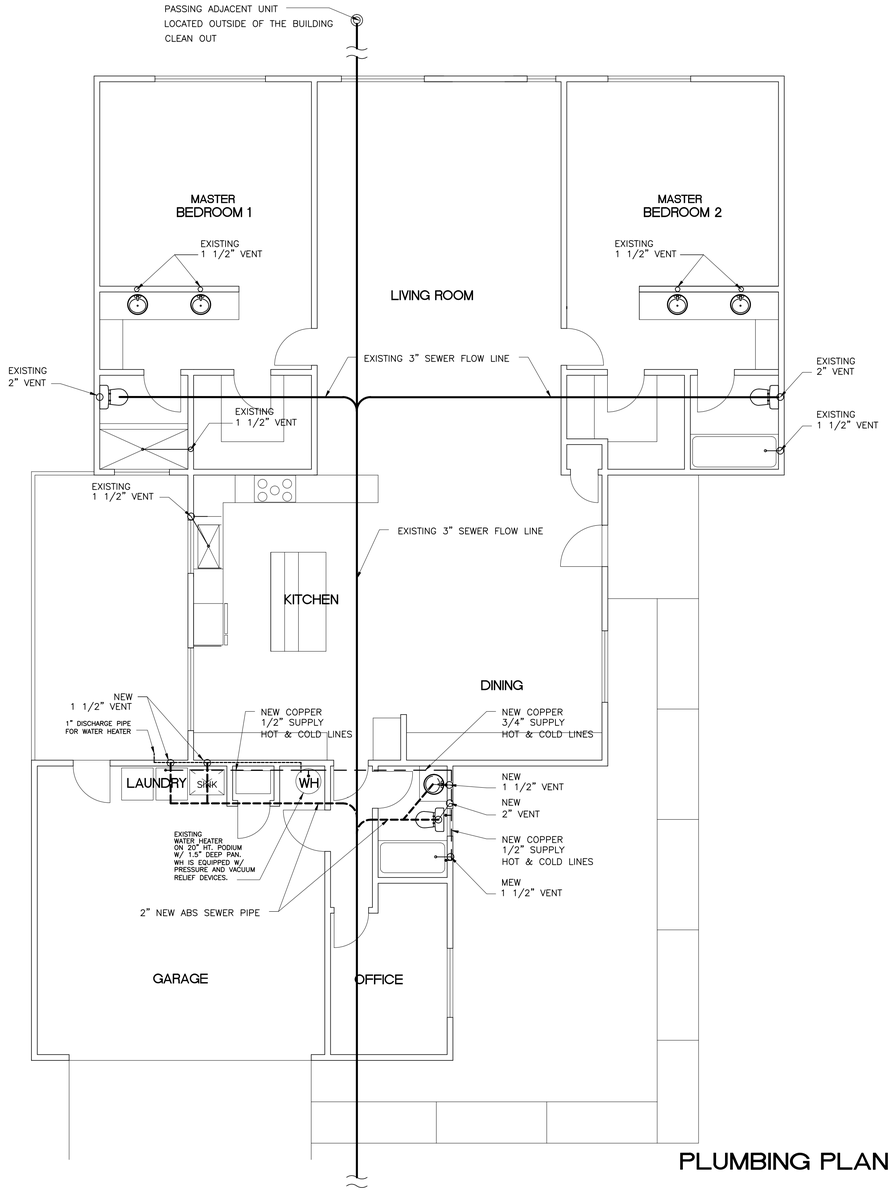
KEY PLAN
NOT TO SCALE

ISSUE DATE: JUL–5–2020
DRAWN BY: PAUL LEE
[redacted]

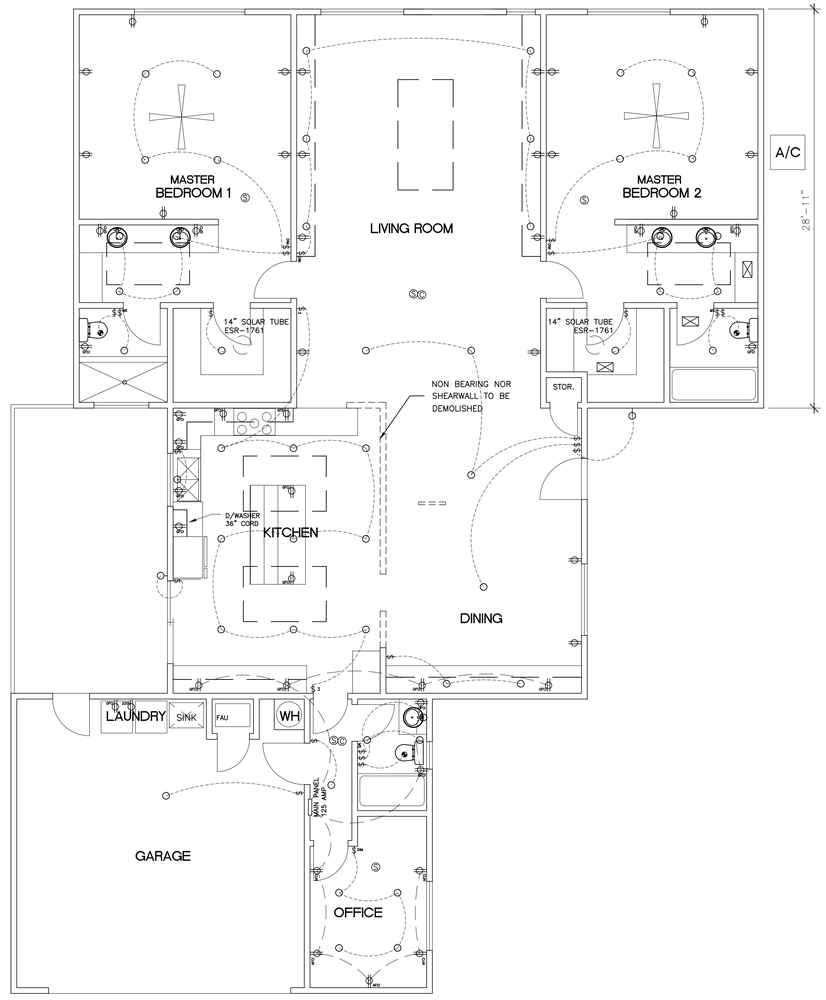
REMODEL FOR:
DR. LIM
5569 #B LUZ DEL SOL
LAGUNA WOODS CA
[redacted]

REGISTERED PROFESSIONAL ENGINEER
JOSHUA TY PANTER
No. 94555
CIVIL
STATE OF CALIFORNIA
7-13-20

SHEET NO.
A3



PLUMBING PLAN



ELECTRICAL PLAN

CALEB CONSTRUCTION

2741 ASHWOOD CIR.

[redacted]

DR. LIM'S RESIDENCE

5569 #B LUZ DEL SOL LAGUNA WOODS CA 92637

KEY PLAN
NOT TO SCALE

ISSUE DATE: JUL-5-2020

DRAWN BY: PAUL LEE

[redacted]

REMODEL FOR:

DR. LIM

5569 #B LUZ DEL SOL

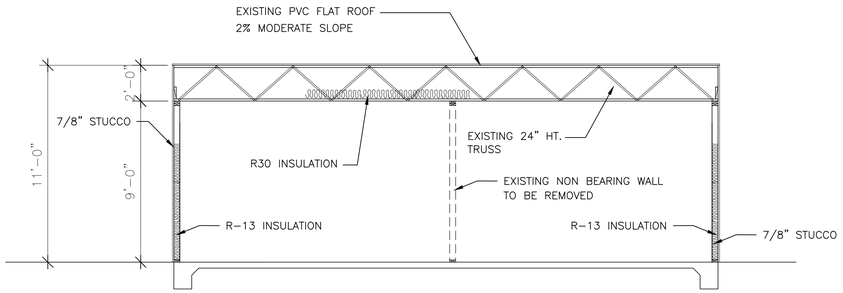
LAGUNA WOODS CA

[redacted]

REGISTERED PROFESSIONAL ENGINEER
JOSHUA T. ANDERSON
No. C-[redacted]
STATE OF CALIFORNIA
7-13-20

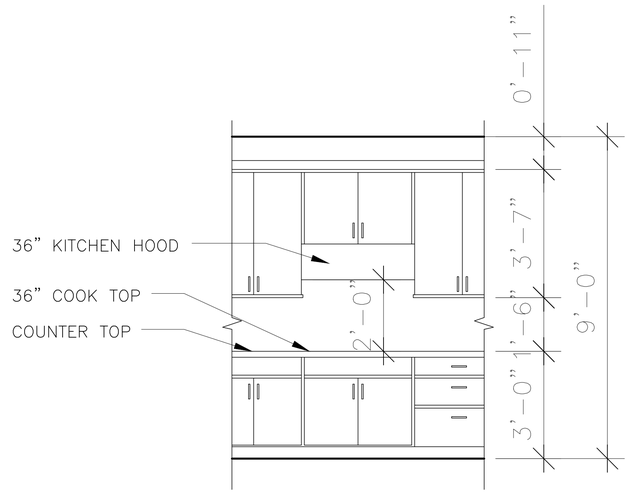
SHEET NO.

A4



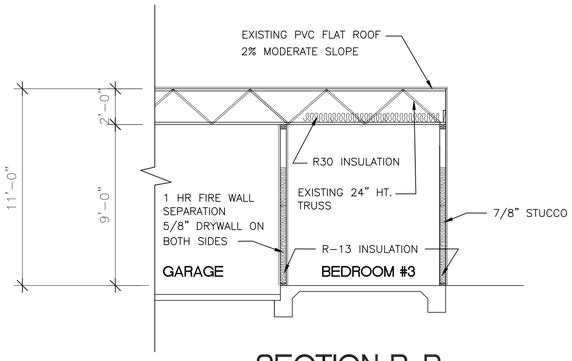
SECTION A-A

SCALE: 1/4"=1'-0"



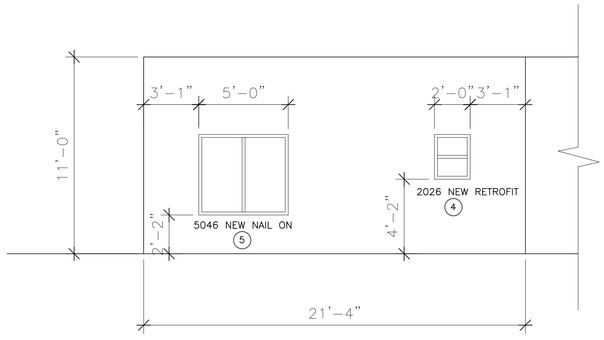
KITCHEN ELEVATION

SCALE: 1/2"=1'-0"



SECTION B-B

SCALE: 1/4"=1'-0"



SOUTH ELEVATION

SCALE: 1/2"=1'-0"

CALEB CONSTRUCTION

2741 ASHWOOD CIR.

[redacted]

DR. LIM'S RESIDENCE

5569 #B LUZ DEL SOL LAGUNA WOODS CA 92637

KEY PLAN
NOT TO SCALE

ISSUE DATE: JUL-5-2020

DRAWN BY: PAUL LEE

[redacted]

REMODEL FOR:

DR. LIM

5569 #B LUZ DEL SOL

LAGUNA WOODS CA

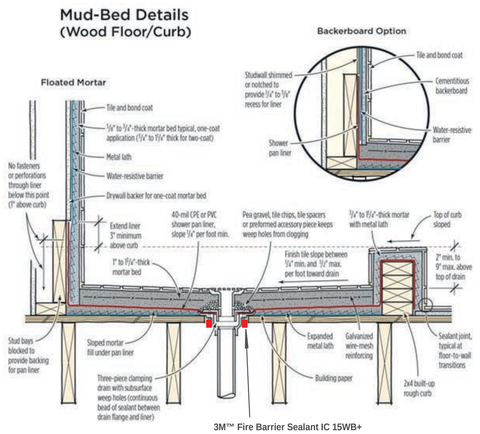
[redacted]

REGISTERED PROFESSIONAL ENGINEER
JONATHAN Y. PAN
No. 76555
CIVIL
STATE OF CALIFORNIA

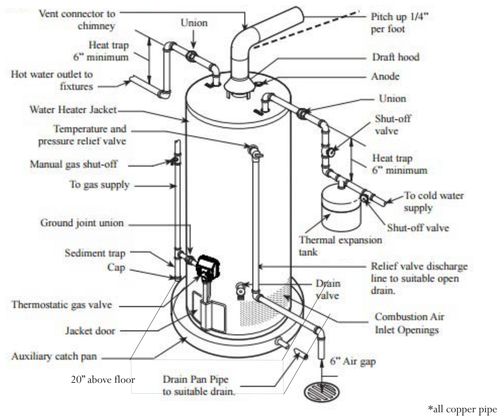
7-13-20

SHEET NO.

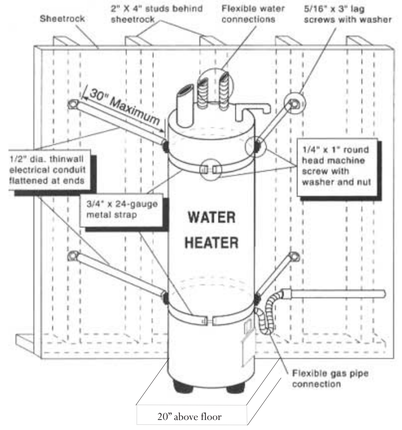
A5



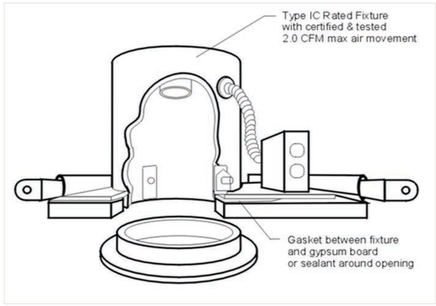
SHOWER PAN DETAIL 1



WATER HEATER DETAILS 2



WATER HEATER STRAP BRACING DETAIL 3

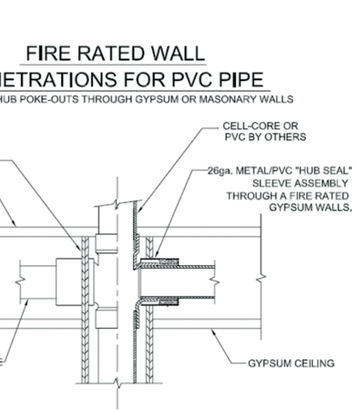


3M™ Fire Barrier Sealant IC 15WB+

Establish a Strong Firestop Barrier

Designed to prevent the spread of fire, smoke and noxious gas, 3M™ Fire Barrier Sealant IC 15WB+ is a one-part, gun-grade, latex-based, intumescent firestop sealant. This firestop sealant provides up to 3-hour fire protection in accordance with ASTM E 814 (UL 1479) and CAN/ULC S115. In addition, this product is fire resistance tested for static construction joint systems in accordance with ASTM E 1966 (UL 2079). This sealant has been formulated to form a monolithic firestop seal that also helps minimize sound transfer, acting as a barrier to airborne sound transmission (STC-Rating of 54 when tested in a STC 54-rated wall assembly).

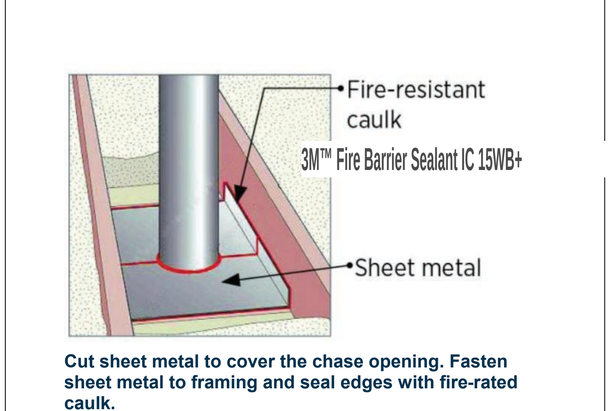
CEILING LIGHTS DETAILS 4



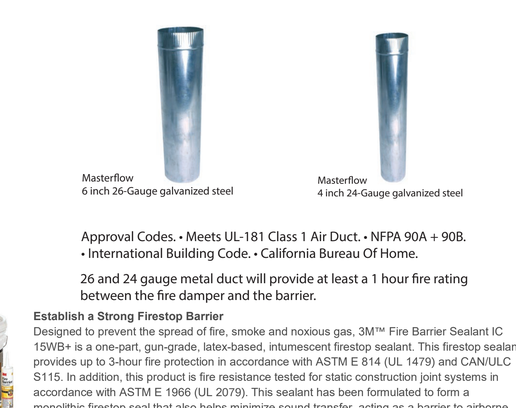
GREAT STUFF FIREBLOCK ON ALL CABLE, PIPE AND DUCT APPLIED

- Impedes spread of fire and smoke through service penetrations3
- Tested according to ASTM E84, ASTM E814 and UL 1715
- Seals service penetrations between floors
- Seals electrical runs through wall studs
- Bright orange colored foam for visual inspection
- Forms a long-lasting, airtight and water-resistant barrier
- Exceptional adhesion to most building materials
- Tack free in 5–15 minutes; Trims in 60 minutes2
- Cures rigid in 8 hours
- All-direction dispensing
- UL classified

DETAIL FOR MEMBRANE PENETRATION ASSEMBLIES (ASTM E814 COMPLIANT) 5



SKY LIGHT ROOF PENETRATION DETAILS 6



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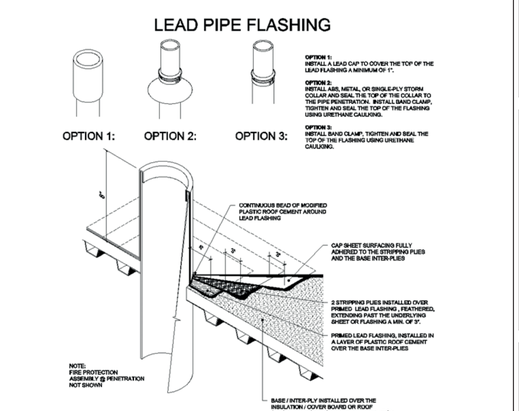
SHOWER/BATH TUB DRAIN PENETRATION 7



ONE HOUR FIRE WALL 8

FIRE RATED WALL PENETRATIONS 9

Cut sheet metal to cover the chase opening. Fasten sheet metal to framing and seal edges with fire-rated caulk.

DETAILS FOR DRYER/BATHROOM/KITCHEN EXHAUST DUCTS AND PENETRATIONS 10

Approval Codes. • Meets UL-181 Class 1 Air Duct. • NFPA 90A + 90B. • International Building Code. • California Bureau Of Home.

26 and 24 gauge metal duct will provide at least a 1 hour fire rating between the fire damper and the barrier.

Establish a Strong Firestop Barrier

Designed to prevent the spread of fire, smoke and noxious gas, 3M™ Fire Barrier Sealant IC 15WB+ is a one-part, gun-grade, latex-based, intumescent firestop sealant. This firestop sealant provides up to 3-hour fire protection in accordance with ASTM E 814 (UL 1479) and CAN/ULC S115. In addition, this product is fire resistance tested for static construction joint systems in accordance with ASTM E 1966 (UL 2079). This sealant has been formulated to form a monolithic firestop seal that also helps minimize sound transfer, acting as a barrier to airborne sound transmission (STC-Rating of 54 when tested in a STC 54-rated wall assembly).

LEAD PIPE FLASHING 11

CALEB CONSTRUCTION

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DR. LIM'S RESIDENCE

5569 #B LUZ DEL SOL LAGUNA WOODS CA 92637

KEY PLAN
NOT TO SCALE

ISSUE DATE: NOV-01-2019
DRAWN BY: PAUL LEE

REMODEL FOR:

REGISTERED PROFESSIONAL ENGINEER JOSHUA T. YEE CIVIL STATE OF CALIFORNIA
7-13-20

SHEET NO.
A6

Laguna Woods Village®

ATTACHMENT 3

MANOR # 5569-B

☐ ULWM ☑ TLHM

Variance Request Form

SA SA21522507

Model: Casa Siena	**Plan:** 11R	**Date:** 9/1/2020
Member Name: Amy Lim	**Signature**	
Phone: [redacted]	**E-mail:** [redacted]	
Contractor Name/Co: Caleb Construction	**Phone:** [redacted]	**E-mail:** [redacted]
Owner Mailing Address: (to be used for official correspondence)	5569 B Luz Del Sol, Laguna Woods, CA92637	

Description of Proposed Variance Request ONLY:

Addition of new bathroom by garage

Dimensions of Proposed Variance Alterations ONLY:

8′-0″ x 5′-0″ New Bathroom with a Tub

FOR OFFICE USE ONLY

RECEIVED BY:_____ **DATE RECEIVED:**_____ **Check#**_____ **BY:**_____

Alteration Variance Request	***Complete Submittal Cut Off Date:***
Check Items Received: □ **Drawing of Existing Floor Plan** □ **Drawing of Proposed Variance** □ **Dimensions of Proposed Variance** □ **Before and After Pictures** □ **Other:** _____	**Meetings Scheduled:** **Third AC&S Committee (TACSC):** Oct 26, 2020 **United M&C Committee:** _____ **Board Meeting:** TBD □ **Denied** □ **Approved** □ **Tabled** □ **Other** _____

ATTACHMENT 4

THIRD LAGUNA HILLS
MUTUAL

RESOLUTION 03-21-XX

Recording of a Lien

WHEREAS, Member ID 933-050-07; 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 19, 2021, that the Board of Directors hereby approves the recording of a Lien for Member ID 933-050-07 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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THIRD LAGUNA HILLS
MUTUAL

STAFF REPORT

DATE: **January 19, 2021**
FOR: **Third Board**
SUBJECT: **Lease Authorization Policy**

RECOMMENDATION

Approve revised the Lease Authorization Policy to align with Assembly Bill 3182.

BACKGROUND

On June 20, 2017, the Board established the Lease Authorization Policy to itemize, consolidate and address several areas in order to present one master document, facilitate member lease and protect the corporation.

Since the adoption, the Lease Authorization Policy has been revised and approved by the Board three other occasions to create clearer guidelines for leasing a unit. (Resolution 03-17-153, 03-19-51 and 03-19-93).

DISCUSSION

In September 2020, new California State Legislation changes to leasing requirements for common interest developments passed. The legislation bill known as Assembly Bill 3182 will become effective on January 1, 2021 and require changes to the current lease procedures.

These updates include, but are not limited to: prohibit short-term rentals for thirty (30) day or less; limit the total number of rental homes in the community to no less than twenty-five percent (25%); cannot require owners occupy unit prior to leasing of unit.

FINANCIAL ANALYSIS

None.

Prepared By: Blessilda Wright, Compliance Supervisor

Reviewed By: Pamela Bashline, Community Services Manager
Francis Gomez, Operations Manager

ATTACHMENT(S)
Attachment 1: Lease Policy
Attachment 2: Resolution

ENDORSEMENT (to Board)

Lease Authorization Policy

The Board recognized that need to amend the Lease Authorization Policy to align with the current California Civil Code.

On June 20, 2017, the Board established the Lease Authorization Policy to itemize, consolidate and address several areas in order to present one master document, facilitate member lease and protect the corporation.

Since the adoption, the Lease Authorization Policy has been revised and approved by the Board three other occasions to create clearer guidelines for leasing a unit. (Resolution 03-17-153, 03-19-51 and 03-19-93).

In September 2020, new California State Legislation changes to leasing requirements for common interest developments passed. The legislation bill known as Assembly Bill 3182 will become effective on January 1, 2021 and require changes to the current lease procedures.

These updates include, but are not limited to: prohibit short-term rentals for thirty (30) day or less; limit the total number of rental homes in the community to no less than twenty-five percent (25%); cannot require owners occupy unit prior to leasing of unit.

On December 2, 2020, the Resident Policy and Compliance Committee reviewed the Lease Authorization Policy approve changes to a line with AB3182.

Director Parsons made a motion to approve the amended Lease Authorization Policy. Director McCary, seconded the motion.

By consensus, the motion carried.

Application for Lease Permit
Checklist

☐ Please provide a copy of the executed lease agreement between the Member and Lessee for the current year. (Separate from this application, it is the Member's responsibility to execute a lease agreement, not included within this package, and not provided by Laguna Woods Village Leasing office.)

The information provided must be legible for digital imaging.

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Lease Authorization Policy
Contents

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Section III – Fees 6

Section IV –– Terms and Conditions 7

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B. Charges 8
C. Assignment of Rents 8
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E. Occupancy 10
F. Move In/Move Out and Bulky Items Delivery/Pickup 11
G. Alteration, Repairs and Maintenance 12
H. Insurance 13
I. Rights and Remedies 13
J. Enforcement 14
K. Exhibit A – Asbestos Disclosure Notice 16
L. Exhibit B – Notice of Assignment of Rents 18
M. Exhibit C – Lease Authorization Procedure and Application 19
N. Contact Information Form & Emergency Notification Record 26
O. Declaration Regarding Criminal Record 31
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To view this lease authorization policy and application package online, visit

lagunawoodsvillage.com and click on Neighborhoods→Sales & Leasing→Third Laguna Hills→Lease Policy and Application

Lease Authorization Policy
Resolution 03-21-XX

Adopted January XX, 2021

I. Purpose

Third Laguna Hills Mutual (Third) 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 Third 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 Third.

B. Application – The Lease Authorization form prescribed by Third to apply for approval to lease a Manor (Exhibit C).

C. Approval – Written authorization to lease a Manor in the Community granted by the Third Board or authorized VMS staff member(s).

D. Assessment – The monthly charge that Third levies against all Members and their Manors and collects monthly pursuant to its Governing Documents.

E. Charge – Fee, fine and/or monetary penalty that Third 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 Third, the recorded Covenants, Conditions, and Restrictions (CC&Rs) applicable to any Manor; and any rules and regulations adopted by Third 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, in advance, in writing, 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 nonprofit 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, Lessees and private live in Caregivers of the Community authorizing use and access to the Community Facilities.

K. Lease Authorization Office – Located in the Resident Services Department in the Community Center, which ensures that a Lease Application comports with the Governing Documents.

L. 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, subject to the Board of Director's prior written approval.

M. Lease Authorization Renewal – Parties to the lease authorization may request a renewal no more than 60 days prior to the end of the 12 month period.

N. Lessee – Individual who leases a Manor from a Member.

O. Manor – A residential condominium unit in Third.

P. Member – A person who has been approved by Third as being entitled to membership in Third and has an appurtenant right of membership in GRF.

Q. Non-Resident Member – A Member who does not personally reside in the Member's Manor.

R. 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.

S. 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.

T. 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&Rs.

U. Resident – Person who has been approved by the Board of Directors for occupancy.

V. Rush – Application submitted fewer than 10 business days before the lease effective start date.

W. Village Management Services Inc. (VMS) – Managing agent for Third and GRF.

III. Fees

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

THIRD Fees	
Authorization Processing	$170
Authorization Rush Fee	$100
Authorization Renewal (see Section II, M)	$110
Authorization Extension (see Section II. L)	$70

GRF Fees	
* Additional Occupant Fee (for each person in excess of two [monthly]. Must be paid in advance for the term of the lease.)	$100
Non-return of: ▪ ID Card(s) ▪ Decal(s) ▪ Pass(es)	 $125 $125 $25

* General charge due from all residents, whether or not a lease is in place.

IV. Terms and Conditions

A. General Information

1. Authorization to Lease (Authorization) shall be effective only when approved in advance, in writing by Third and issued in writing by an authorized VMS staff member(s) of Third; the approval of any Lease shall be limited to the term specified herein. The term of a lease may not be less than 30 days, nor may the term of a lease exceed 12 months, subject to Article II, Section M herein above. The copy of a pending and fully executed Lease must be provided to Third 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 Third provided that Third shall not be obligated or have any duty to approve such extension or renewal regardless of a Member or Lessee's circumstances unless required by law.

3. Third 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 Third.

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 health care or assisted living is provided by Third. Each Resident is responsible for his/her own health, safety, care and welfare, subject to the conditions and restrictions regarding care providers from Third Governing Documents and Third'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. Third, 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, Third 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 10 business days of its written submittal. A rush fee of $100 will be imposed by Third on any Member requests for expedited services prior to the routine 10 business days of processing. No representation or warranty is made that Third will be able to complete a Rush Authorization approval request in the Members' requested timeframe.

8. Third 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 Lessee, guest, care provider, vendor, invitee or contractor as well as the 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 Third 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 THIRD.

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 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 Third 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 Third 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 Third, 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 that may be incurred or assessed by Third in connection with the delinquent Assessment and/or GRF and/or Third Charges.

2. Member and Lessee acknowledge and agree that, concurrent with notice in writing to the Member, Third 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 Third 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 Third.

3. To the fullest extent permitted by law, such payments of rent paid directly to Third 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 Third is in excess of the amounts owed by the Member, then Third shall refund the difference, less any processing fee(s), to the Member within 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 Third, 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 Third following receipt of a Notice of Assignment of Rents.

5. Member and Lessee acknowledge and agree that Third 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 Third 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 Third 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 advance in writing by Third.

3. Lessee ID cards will be available no sooner than seven days prior to the lease start date unless Third 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 Third'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 Third 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 Third 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 Third.

4. Manor leases must be for a period not less than ~~60~~ 30 days.

5. Any leases longer than 12 months will require a Lease Authorization to be renewed annually and is subject to the terms and conditions set forth herein.

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 60 days in any 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, pursuant to a formal agreement or otherwise, or permit any other person to occupy or use the premises or any portion thereof. To assure compliance with these provisions and the other Third governing documents, leases shall not be amended to add additional lessees to an approved lease during the approved lease period.

13. Unless required by law, n~~N~~o room rental arrangements or subleases shall be permitted and no Member or lessee may advertise for any room rental or rent-sharing agreement (for example only, listed on Airbnb, VRBO, Craigslist, Next door or any similar website), nor shall any Member or Lessee be permitted to obtain a Lease Authorization Amendment to amend a lease for the purpose of adding a roommate and/or other Lessees during the term of an Authorization to Lease. Third will not approve any Lease Authorization Amendment submitted for the purpose of adding additional persons to a Lease during the term of a Lease Authorization.

14. No Manor or any portion thereof may be used for vacation rentals or advertised for such use for a period of less than 30 days (for example only, listed on Airbnb, VRBO or any similar website), nor may any Manor be leased to a corporate housing company, including any nonprofit housing organization.

F. Move In/Move Out and Bulky Items Delivery/Pickup

1. When moving into the Community, Lessee(s) must break down and stack moving boxes next to trash dumpsters or at curbside for routine pickup.

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 Third 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 Third 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 Third. 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 Third; shall be the property of Member; and shall remain upon and be surrendered with the Manor.

2. Lessee shall authorize Third, 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 Third. No landlord-tenant relationship is created by way of Third'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 Third.

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 Third 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, Third, 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. Third, 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 Third 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, Third shall have the same rights and remedies to enforce this Authorization as are available to Member hereunder, which may be exercised by Third without regard to any exercise thereof by Member. Additionally, Third 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. Third 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 Third and the Member or Lessee.

7. Any notice to Member, Lessee or Third 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 Third: 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 Third 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

Third 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 guest 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 Third 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 Third and/or GRF. Notwithstanding the foregoing, whether or not Lessee complies with the foregoing, a Member shall be solely responsible to Third for any and all costs incurred by Third 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.

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THIRD LAGUNA HILLS
MUTUAL

Exhibit A
Disclosure Notice

TO:	Managing Agent 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

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Health & Safety Codes 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.

The Managing 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 a.m. and 5 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 7, the Mini Gym at Clubhouse 1, the Broadband Services building, the Laguna Woods Community Center building, the Vehicle Maintenance building and a portion of the Warehouse, all constructed after 1979), including clubhouses and outbuildings, Library, Maintenance Warehouse building, Equestrian Center, gatehouses, Garden Center buildings, all detached laundry buildings and residential buildings Nos. 1 through 5543 inclusive.

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.

January 1, 2016

Village Management Services Inc.

Exhibit B
Notice of Assignment of Rents

THIRD LAGUNA HILLS
MUTUAL

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

SAMPLE

THIRD LAGUNA HILLS
MUTUAL

Exhibit C
Lease Authorization Procedure and Application

Members applying for approval to lease their unit and each of their prospective Lessees must fill out the application on the following pages in order to obtain the necessary approval from Third 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 the Leasing office for board review. The application is available for download at lagunawoodsvillage.com or upon request from the Leasing office.

B. The application and additional documentation must be submitted to the Leasing office for new leases, renewals and extensions.

Required documentation:

- ☐ **1.** Lease Authorization Application
- ☐ **2.** Check for processing fee made payable to GRF
- ☐ **3.** Member's resident ID card (only for initial lease)
- ☐ **4.** Copy of proof of age/identity (driver's license, birth certificate or passport) for each Lessee
- ☐ **5.** Copy of the executed lease agreement between the Member and Lessee for the current year
- ☐ **6.** Contact Information Form and Emergency Notification for each Lessee
- ☐ **7.** Declaration Regarding Criminal Record for each Lessee
- ☐ **8.** Declaration of Understanding signed by Member(s) and Lessee(s)

C. The Board or authorized VMS staff member(s) will review the Application for Lease Authorization and approve or deny the request in writing.

D. Upon receipt of an Application for Lease Authorization for a new, renewal or extension, the Leasing office will research and take into consideration whether the Member and/or Lessee has received notices of rule violations or any outstanding charges and assessments before approval of the application can occur. Extensive history of such events may result in application denial.

E. The Leasing office will notify the Member of the results within 10 business days subject to the terms and conditions that exist. Rush applications may be delayed if the Leasing office notifies the Member that it requires additional time to review and/or requests additional information from the Member while conducting its review.

F. The Lease office hours of operation are Monday through Friday, federal holidays excepted, 8 a.m. to 5 p.m., phone number 949-597-4323 and email leasing@vmsinc.org Mailing address is P.O. Box 2220, Laguna Hills, CA 92654-2220 / Physical address is 24351 El Toro Road, Laguna Woods, CA 92637.

Exhibit C
Lease Authorization Application

Unit No:_____

Return completed application to the Leasing office located in Community Center at 24351 El Toro Road, Laguna Woods, CA 92637; phone 949-597-4600; email leasing@vmsinc.org

Manor Information	
Manor Address:	
Carport #:	Space #:
Lease Term Date From:	To:
Member #1 Information	
First Name:	Last Name:
Telephone:	Cell Phone:
Email:	
Mailing Address:	
Member #2 Information	
First Name:	Last Name:
Telephone:	Cell Phone:
Email:	
Mailing Address:	
Agent or Agency	
First Name:	Last Name:
Telephone:	Cell Phone:
Email:	
Mailing Address:	
Reason for Leasing	

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Information for Lessee #1	**Lessee #1 ID No.**_____
First Name:	Last Name:
Telephone:	Cell Phone:
Date of Birth:	SS#:
Email:	
Occupation:	
Current Monthly Income:	Source of Income:
Move-in Date:	
Prior Addresses (include information for the past five 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?	□ Yes □ No
Has proposed Lessee #1 been convicted of a misdemeanor involving moral turpitude in the last five years?	□ Yes □ No
Information for Lessee #2	**Lessee #2 ID No.**_____
First Name:	Last Name:
Telephone:	Cell Phone:
Date of Birth:	SS#:
Email:	
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 #2 been convicted of a felony in the last 20 years?	□ Yes □ No
Has proposed Lessee #1 been convicted of a misdemeanor involving moral turpitude in the last five years?	□ Yes □ No

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Lease Authorization Agreement

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 (Third), 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	Initial(s)			
	Member #1	Member #2	Lessee #1	Lessee #2
I have read and received a copy of the Lease Policy and agree to comply.				
I agree to comply with the rules established by this Community.				
Third, GRF and VMS are not parties to the terms of the lease between the Member and Lessee.				
I agree that Third has the right to collect and retain the rent payable and to apply it to any delinquent assessments and charges.				
I understand that falsification of any information related to this application renders this application null and void.				

Does Lessee(s) have authorization to request repairs on behalf of the Member or work for which there is a charge? □ Yes □ No

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:

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 **denied**.	The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is **approved**.
SIGNATURE	SIGNATURE
SIGNATURE	SIGNATURE
SIGNATURE	SIGNATURE
DATE:	DATE:

Date_____ By_____
Authorized Agent

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CONTACT INFORMATION FORM AND CODERED EMERGENCY NOTIFICATION RECORD

Please return completed form to the Laguna Woods Community Center front desk, or by mail to Marketing and Communications, Village Management Services, Inc., 24351 El Toro Road, Laguna Woods, CA 92637.

ONE INDIVIDUAL PER FORM — PLEASE PRINT ALL INFORMATION

Manor is … ☐ Leased ☐ Owner occupied ☐ Vacant Date _____

Your Information			
Resident ID	Manor number	Name	
Email		Home phone	Cell phone
Non-occupant owner address		City, state, zip	
Emergency Contact(s)			
Name		Relationship	Home number
Email		Work number	Cell number
Address		City, state, zip	
Name		Relationship	Home number
Email		Work number	Cell number
Address		City, state, zip	
Other information			
Attorney's name		Phone	
Power of Attorney/Trustee's name		Phone	
Pet care contact name		Phone	
Doctor's name		Phone	

Special Circumstances, please check the conditions that apply to you:

☐ Dementia ☐ Visually Impaired ☐ Hearing Impaired ☐ Non-Ambulatory
☐ Life-Support System (equipment that requires electricity) ☐ Do you have a caregiver?*

**Do you have an approved caregiver application on file? For assistance contact Resident Services at 949-597-4600.*

Note: California Civil Code Section 4041 requires owners to provide annual written notice to the association of the following. This includes contact information of the legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of an emergency or extended absence from the manor. Emergency contact

information may be given to hospital personnel upon request.

CONTACT INFORMATION FORM AND CODERED EMERGENCY NOTIFICATION RECORD

Please return completed form to the Laguna Woods Community Center front desk, or by mail to Marketing and Communications, Village Management Services, Inc., 24351 El Toro Road, Laguna Woods, CA 92637.

ONE INDIVIDUAL PER FORM — PLEASE PRINT ALL INFORMATION

Manor is … ☐ Leased ☐ Owner occupied ☐ Vacant Date _____

Your Information			
Resident ID	Manor number	Name	
Email		Home phone	Cell phone
Non-occupant owner address		City, state, zip	
Emergency Contact(s)			
Name		Relationship	Home number
Email		Work number	Cell number
Address		City, state, zip	
Name		Relationship	Home number
Email		Work number	Cell number
Address		City, state, zip	
Other information			
Attorney's name		Phone	
Power of Attorney/Trustee's name		Phone	
Pet care contact name		Phone	
Doctor's name		Phone	

Special Circumstances, please check the conditions that apply to you:

☐ Dementia ☐ Visually Impaired ☐ Hearing Impaired ☐ Non-Ambulatory
☐ Life-Support System (equipment that requires electricity) ☐ Do you have a caregiver?*

**Do you have an approved caregiver application on file? For assistance contact Resident Services at 949-597-4600.*

Note: California Civil Code Section 4041 requires owners to provide annual written notice to the association of the following. This includes contact information of the legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of an emergency or extended absence from the manor. Emergency contact information may be given to hospital personnel upon request.

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THIRD LAGUNA HILLS
MUTUAL

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

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THIRD LAGUNA HILLS
MUTUAL

DECLARATION REGARDING CRIMINAL RECORD

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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

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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

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THIRD LAGUNA HILLS
MUTUAL

RESOLUTION 03-21-XXX

Lease Authorization Policy

WHEREAS, Assembly Bill 3182 restricts community associations' enforcement of some rental restrictions relating to common interest developments; and

WHEREAS, the Board recognized that need to amend the Lease Authorization Policy to align with the current California Civil Code;

NOW THEREFORE BE IT RESOLVED; January 19, 2021, that the Board of Directors of this Corporation hereby approves and adopts the revised Lease Authorization Policy, as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution 03-19-93 adopted September 17, 2019 is hearby superseded in its entirety and cancelled; and

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

DECEMBER initial Notification--28-day notification for member review and comment to comply with Civil Code Section 4360 has been satisfied.

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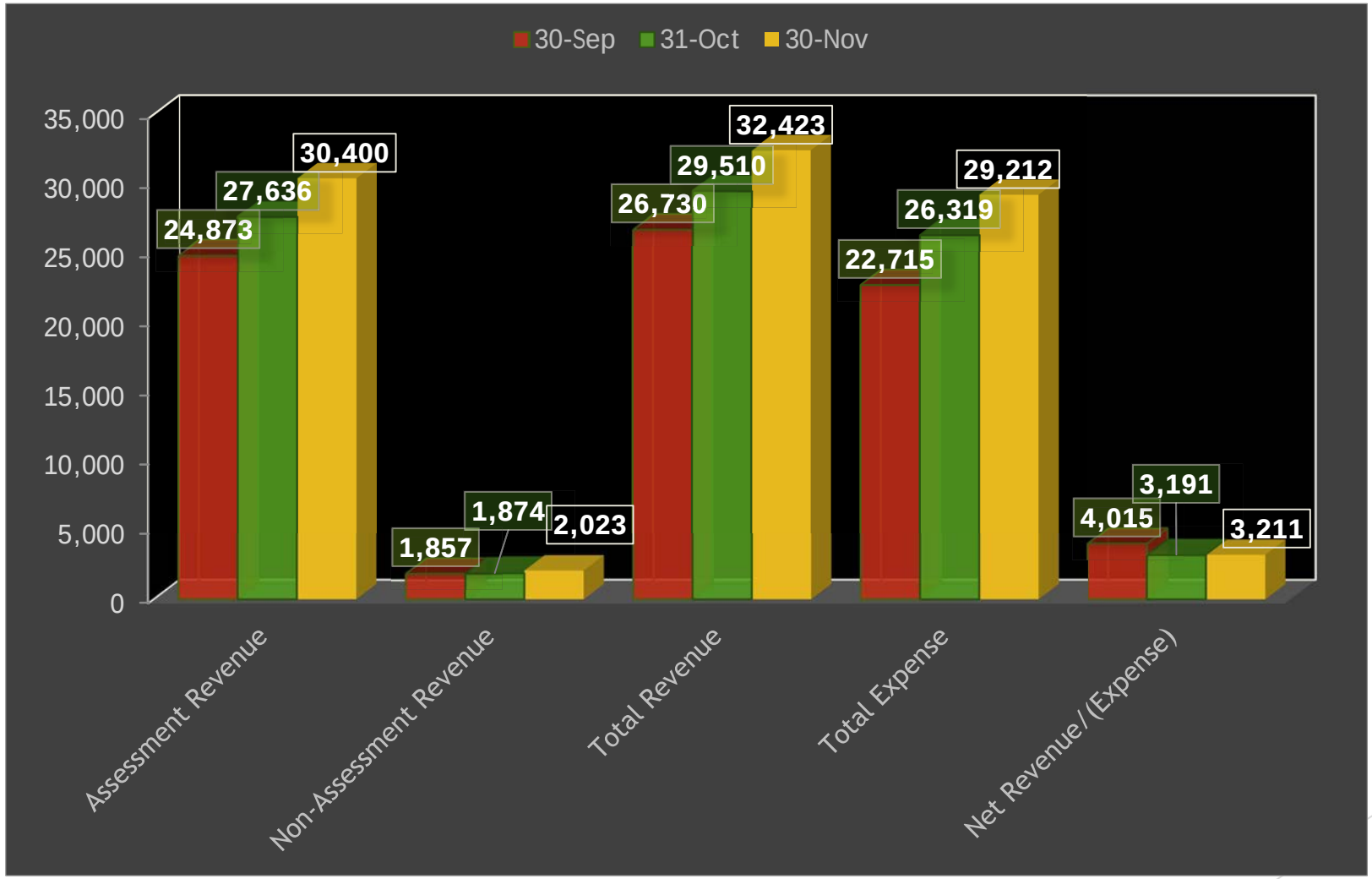
Financial Report – November 30, 2020

- Third Laguna Hills Mutual
- Robert Mutchnick, Treasurer
- January 19, 2021

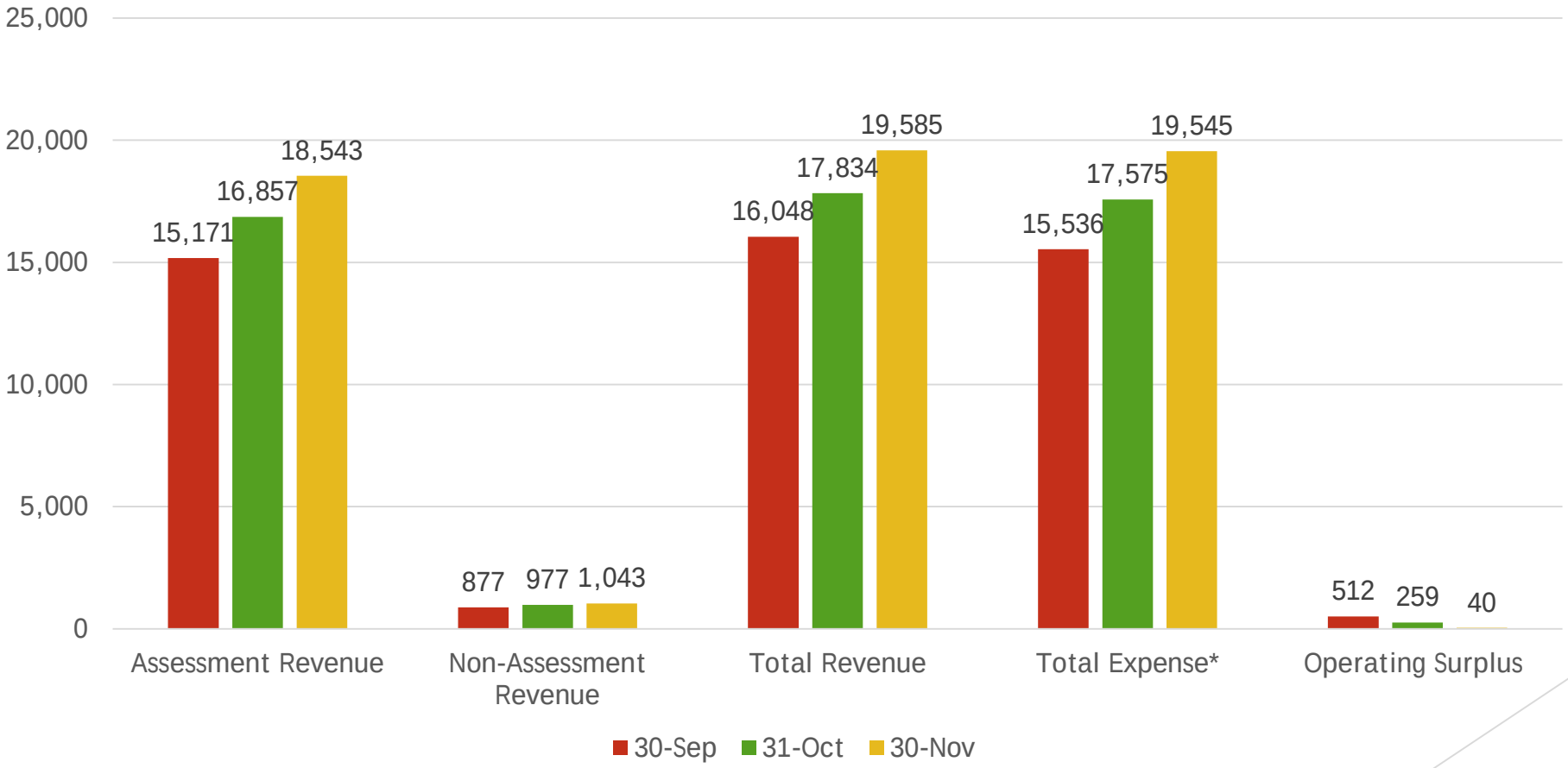
Income Statement

(In Thousands)



Income Statement – Operating Fund Only

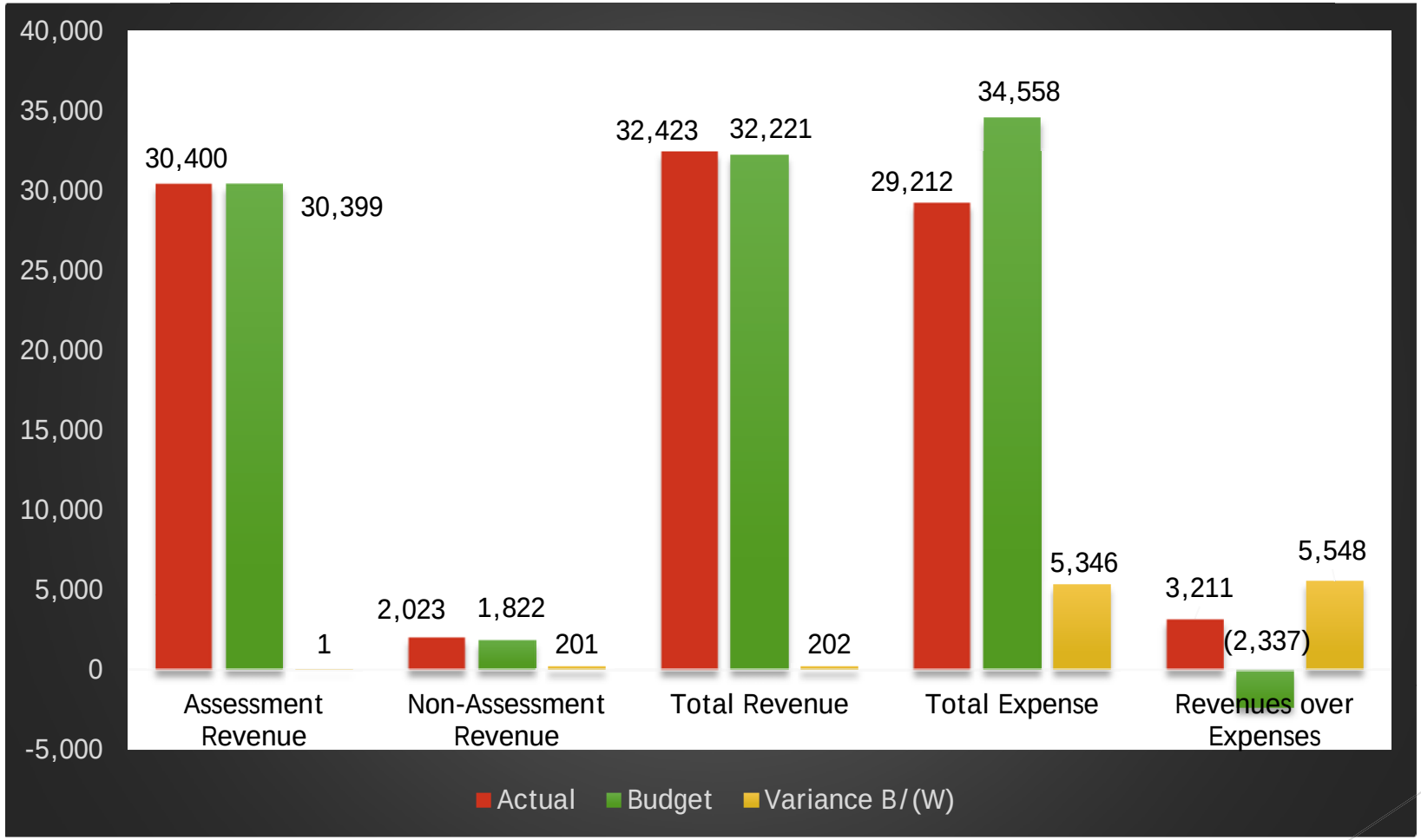
(In Thousands)



*Excludes Depreciation

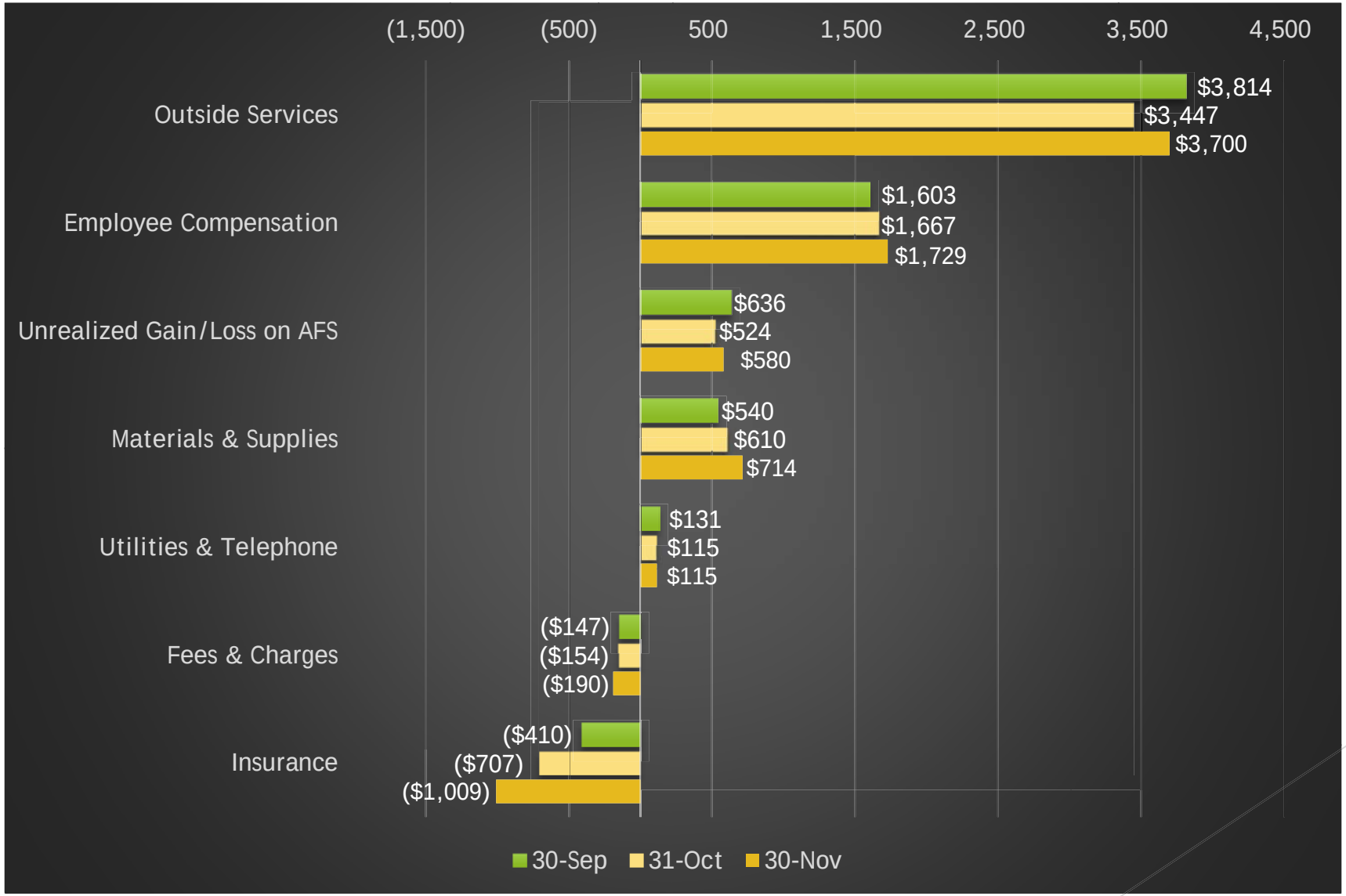
Income Statement – Actual v. Budget

(YTD 11/30/2020, In Thousands)



Selected Variances

(In Thousands)



Total Non-Assessment Revenue

October 31st

$1,857,064

- Investment Income - 20%
- Fees & Charges to Residents - 18%
- Lease Processing Fee - 11%
- Laundry - 10%
- Resale Processing Fee - 6%
- Miscellaneous Revenue - 4%
- Golf Cart Electric Fee - 3%
- Unrealized Gain/(Loss) On AFS - 28%

November 30th

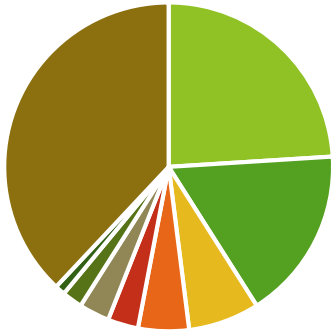
$2,023,294

- Investment Income - 20%
- Fees & Charges to Residents - 17%
- Lease Processing Fee - Third 11%
- Laundry - 9%
- Resale Processing Fee - Third 6%
- Miscellaneous Revenue - 5%
- Golf Cart Electric Fee - 3%
- Unrealized Gain/(Loss) On AFS - 29%

Total Expenses

October 31st

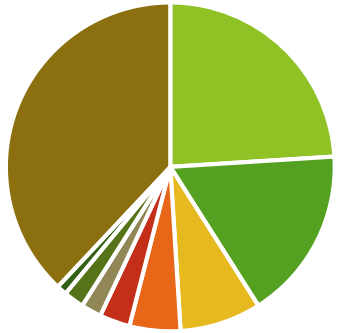
$26,319,079



- Outside Services - 24%
- Utilities & Telephone - 17%
- Insurance - 7%
- Net Allocations to Mutuals - 5%
- Materials & Supplies - 3%
- Other - 3%
- Legal Fees - 2%
- Repairs & Maintenance - 1%
- Employee Comp. & Related - 38%

November 30th

$29,212,080



- Outside Services - 24%
- Utilities & Telephone - 17%
- Insurance - 8%
- Net Allocations to Mutuals - 5%
- Materials & Supplies - 3%
- Other - 2%
- Legal Fees - 2%
- Repairs & Maintenance - 1%
- Employee Comp. & Related - 38%

Non-Operating Fund Balances

(In Thousands)

Non-Operating Fund Balances	Replacement Funds*	Disaster Fund	Unappropriated Expenditures Fund	Garden Villa Fund	Total
Beginning Balances: 1/1/20	$16,033	$9,065	$3,626	$73	$28,797
Contributions & Interest	10,749	1,347	660	81	12,837
Expenditures	8,016	1,424	14	88	9,542
Current Balances: 11/30/20	$18,766	$8,988	$4,272	$66	$32,092

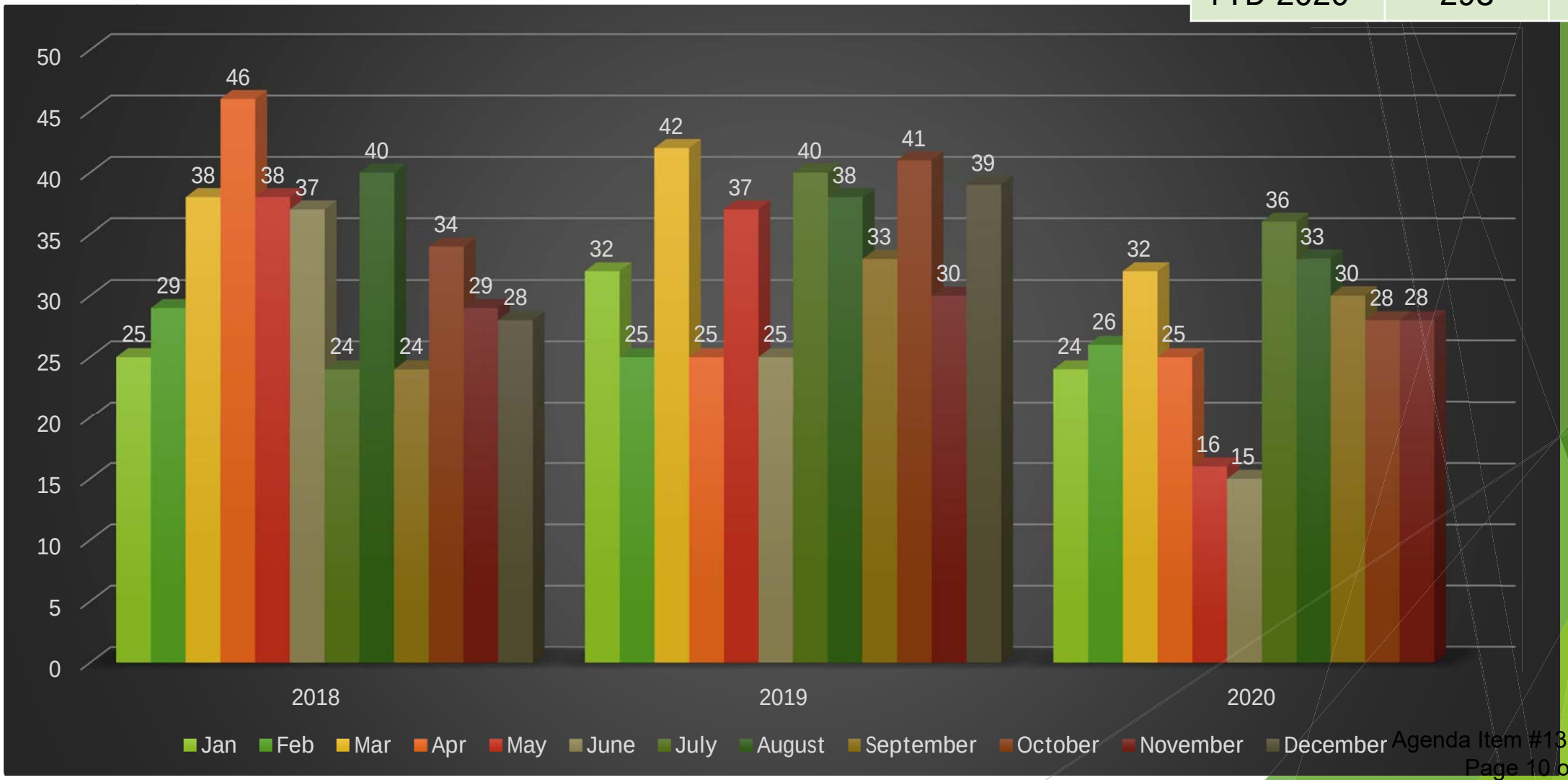
*** Includes Elevator and Laundry Funds**

Fund Balances – November 30th

Resale History –Third Mutual

Preliminary as of November 30, 2020

	No. of Resales	Av. Resale Price
YTD 2018	364	$424,506
YTD 2019	368	$413,187
YTD 2020	293	$420,000



Third Laguna Hills Mutual
Statement of Revenues & Expenses - Preliminary
11/30/2020
($ IN THOUSANDS)

		CURRENT MONTH			YEAR TO DATE			PRIOR YEAR	TOTAL
		ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET
	Revenues:								
	Assessments:								
1	Operating	$1,686	$1,686		$18,543	$18,542	$1	$17,203	$20,228
2	Additions to restricted funds	1,078	1,078		11,857	11,857		12,338	12,935
3	Total assessments	2,764	2,764		30,400	30,399	1	29,541	33,163
	Non-assessment revenues:								
4	Fees and charges for services to residents	14	49	(35)	349	539	(190)	860	588
5	Laundry	10	18	(8)	189	202	(13)	192	220
6	Investment income	28	45	(17)	401	492	(91)	604	536
7	Unrealized gain/(loss) on AFS investments	56		56	580		580	333	
8	Miscellaneous	42	54	(11)	504	590	(85)	554	643
9	Total non-assessment revenue	150	166	(16)	2,023	1,822	201	2,544	1,988
10	Total revenue	2,913	2,929	(16)	32,423	32,221	202	32,085	35,150
	Expenses:								
11	Employee compensation and related	1,074	1,136	62	11,044	12,772	1,729	11,695	13,940
12	Materials and supplies	43	147	103	927	1,640	714	1,268	1,787
13	Cost of goods sold							13	
14	Utilities and telephone	454	454		5,014	5,129	115	4,908	5,542
15	Legal fees	64	42	(23)	560	458	(101)	510	500
16	Professional fees	4	8	4	165	136	(29)	156	145
17	Equipment rental	8	2	(6)	36	18	(18)	26	20
18	Outside services	629	883	254	7,059	10,759	3,700	8,267	11,661
19	Repairs and maintenance	24	32	8	276	349	73	324	380
20	Other Operating Expense	17	17		109	183	74	145	199
21	Income taxes				20		(20)		
22	Insurance	428	126	(302)	2,400	1,391	(1,009)	1,336	1,517
23	Investment expense		4	4	6	43	37	34	47
24	Uncollectible Accounts	(2)	10	12	48	110	62	160	120
25	(Gain)/loss on sale or trade				108		(108)	3	
26	Depreciation and amortization	11	11		125	125		131	136
27	Net allocation to mutuals	137	130	(7)	1,317	1,445	128	1,155	1,577
28	Total expenses	2,893	3,002	109	29,212	34,558	5,346	30,131	37,572
29	Excess of revenues over expenses	$20	($73)	$93	$3,211	($2,337)	$5,548	$1,954	($2,421)

THIRD LAGUNA HILLS
MUTUAL

Statement of Revenues & Expenses - Preliminary
Variance Explanations as of November 30, 2020

SUMMARY

Third financial results were better than budget by $5,548K as of November 30, 2020, primarily due to program adjustments related to the COVID-19 pandemic. Explanations for categories with significant variances are found below.

REVENUE

Fees and Charges for Services to Residents – ($190K) Line 4
Unfavorable variance resulted from revenue not yet recorded from prior year moisture intrusion events, pending determination hearings which were postponed due to COVID-19. In addition, there is also a back-log of 2020 moisture intrusion events pending hearings. Variance was partially offset by plumbing chargeable services. Water heater replacement is an expanded service that has generated more revenue than anticipated at the time of budget preparation.

Unrealized gain/(loss) on AFS Investments – $580K Line 7
Favorable variance due to reporting of Unrealized Gain on Available for Sale Investments. A monthly entry is made to reflect investment market conditions, which fluctuate. The variance was partially offset by realized losses, recorded in line 25, below.

EXPENSE

Employee Compensation and Related – $1,729K Line 11
Programs such as Prior to Paint, Exterior Paint, and Building Structures were placed on hold beginning mid-March to comply with State and County health orders due to the COVID-19 pandemic which also resulted in staff furloughs throughout the organization, particularly affecting Carpentry and Paint. By August, compensation had returned to pre-pandemic levels. Additional savings occurred in Landscape where tree maintenance and shrub-bed maintenance were partially outsourced creating savings in labor hours. Favorable variance was partially offset by more hours used for higher levels of service tickets for general plumbing services and leak investigation.

Materials and Supplies – $714K Line 12
Favorable variance due to programs put on hold beginning in March due to the COVID-19 pandemic; only emergency work was done from March through August. Fewer materials were required for programs such as building structures (carpentry), dry rot repairs and exterior paint program.

Utilities and Telephone – $115K Line 14
Electricity savings resulted due to energy consumption offset by higher solar credits than anticipated.

THIRD LAGUNA HILLS
MUTUAL

Statement of Revenues & Expenses - Preliminary
Variance Explanations as of November 30, 2020

Outside Services – $3,700K Line 18

Favorable variance is due to:

- **Building Structures – $1,057K**
  Favorable variance resulted from work postponed due to the COVID-19 pandemic. On May 19th, the Board imposed a spending limit on those programs directly affected by work stoppage resulting from the pandemic. Funding for building structures replacement, dry rot, and parapet wall removal were reduced. In May, M&C Committee directed staff to restart some of the programs that were on hold. As of the reporting period, parapet wall removal in buildings 5144 and 5404 were complete. Building structure replacements and dry rot programs are in progress and are scheduled to be completed by the end of the year.

- **Waste Line Remediation – $721K**
  Favorable variance is due to work put on hold related to the COVID-19 pandemic. While the primary focus is on three-story buildings this year, other buildings with a high risk for stoppages are also evaluated for epoxy lining. The three-story buildings take an average of 6-weeks to complete. On May 19th, the Board approved a spending limit of $750,000 to the 2020 program. Work restarted in September, but due to the late start of the program, the spending limit will not be met in 2020 and the program is anticipated to end the year better than budget by $565K.

- **Roof Replacements – $504K**
  Favorable variance is due to work put on hold related to the COVID-19 pandemic. Roof replacement is budgeted evenly throughout the year and work was scheduled to begin in March, but due to the pandemic, the roofing program began in June. Work was completed in November and invoices will follow. This program will come in slightly under budget because roofing square footage on some of the buildings measured less than budgeted.

- **Pest Control – $308K**
  On July 21, 2020, the Third Mutual Board approved the deferral of the fumigation program to 2021 due to the pandemic. There were 44 remaining buildings and 1 laundry room that were rescheduled to 2021.

- **Water Lines – Copper Pipe Remediation – $303K**
  Water line copper pipe remediation program was cancelled mid-year due to the pandemic. Of the 9 scheduled buildings, only 4 of the buildings were completed in 2020.

THIRD LAGUNA HILLS
MUTUAL

Statement of Revenues & Expenses - Preliminary
Variance Explanations as of November 30, 2020

- **Landscape Modification – $206K**
  Favorable variance resulted from budget spread. Budget assumed slope maintenance programs work would be completed June and July; however, work is still in progress. This program will have a favorable variance until program completion.

- **Elevator Replacement – $196K**
  On May 19, 2020, the Third Mutual Board approved the deferral of the elevator replacement program to 2021 due to the pandemic.

Offset:

- **Tree Maintenance – ($279K)**
  Although annual tree trimming is budgeted to be performed by in-house staff, work is done by outside vendors. An offset is found in line compensation, above.

Insurance – ($1,009K) Line 22
Unfavorable variance due to higher premiums for property and casualty insurance. Insurance premium increases were implemented after 2020 budget was finalized. Significant changes in market conditions, catastrophic losses including wildfires in California, and a non-renewal situation required a new layered program structure to achieve the existing limits in a tight market.

(Gain)/loss on sale or trade – ($108K) Line 25
Unfavorable variance due to realized loss occurring from sale of underperforming investments, which partially offsets some of the unrealized gain reflected in line 7, above.

Net Allocation to mutual – $128K Line 27
Favorable variance due to less interdepartmental allocations than anticipated.

THIRD LAGUNA HILLS
MUTUAL

FINANCE COMMITTEE MEETING
REPORT OF THE REGULAR OPEN SESSION

Tuesday, January 5, 2021 – 1:30 p.m.
Virtual Meeting

MEMBERS PRESENT:	Robert Mutchnick – Chair, Steve Parsons, Annie McCary, Cush Bhada, Lynn Jarrett, John Frankel, Reza Karimi, Craig Wayne, Debbie Dotson, Donna Rane-Szostak, Ralph Engdahl Advisor: John Hess, Wei-Ming Tao
MEMBERS ABSENT:	None
STAFF PRESENT:	Betty Parker, Jose Campos, Steve Hormuth, Dan Yost, Christopher Swanson

Call to Order
Director Robert Mutchnick, Treasurer, chaired the meeting and called it to order at 1:30 p.m.

Approval of Meeting Agenda
A motion was made and carried unanimously to approve the agenda as presented.

Approval of Meeting Report for December 1, 2020
A motion was made and carried unanimously to approve the committee report as presented.

Chair Remarks
None.

Member Comments
None.

Department Head Update
Betty Parker, Chief Financial Officer, introduced Jose Campos, Financial Services Manager who will be attending finance committee meetings going forward and provided an update on Civil Code 5500/5510 reporting, insurance, investments, the 2021 Budgets and Collection & Lien Enforcement Policy.

Preliminary Financial Statements dated November 30, 2020
The committee reviewed financials and questions were addressed.

In response to Director Parsons question on water rate increases, Director Jarrett stated the Water Board meets in February to discuss rate changes. Jose Campos stated rate changes will be effective beginning in July.

Operating Surplus
Betty Parker reminded the committee that as of the November 30, 2020 Preliminary Financial Statements showed an Operating Fund Surplus of $40K. It was further shared that the year-end final surplus will be presented once the audited financial statements are issued in April 2021.

Chargeable Service Analysis
Steve Hormuth, Controller, presented the Chargeable Service Analysis as of November 30, 2020. It was noted the analysis shows expenses exceeding revenues partially due to unbilled Chargeable Service revenue and that an end of year revenue accrual analysis is underway.

Future Agenda Items

Committee Member Comments
None.

Date of Next Meeting
Tuesday, February 2, 2021 at 1:30 p.m.

Recess to Closed Session
The meeting recessed at 2:50 p.m.

DRAFT

Robert Mutchnick, Chair

Monthly Resale Report

PREPARED BY	MUTUAL	REPORT PERIOD
Community Services Department	**All Mutuals**	**December, 2020**

MONTH	NO. OF RESALES		TOTAL SALES VOLUME IN $$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	48	59	$16,125,300	$18,540,250	$335,944	$314,242
February	57	47	$18,886,210	$14,770,050	$331,337	$314,256
March	65	66	$21,969,916	$23,445,712	$337,999	$355,238
April	58	61	$18,200,321	$20,041,551	$313,799	$328,550
May	35	78	$10,277,500	$23,975,536	$293,643	$307,379
June	41	72	$12,315,399	$21,298,290	$300,376	$295,810
July	56	83	$20,514,748	$27,170,573	$366,335	$327,356
August	59	80	$21,522,228	$26,206,000	$364,784	$327,575
September	63	62	$22,132,600	$20,171,980	$351,311	$325,355
October	66	86	$20,852,800	$26,648,300	$320,812	$309,864
November	57	52	$17,923,188	$18,653,350	$314,442	$358,718
December	89	81	$28,727,361	$27,517,600	$322,779	$339,723
TOTAL	694.00	827.00	$229,447,571	$268,439,192		
MON AVG	57.00	68.00	$19,120,631	$22,369,933	$329,463	$325,339

* Amount is excluded from percent calculation

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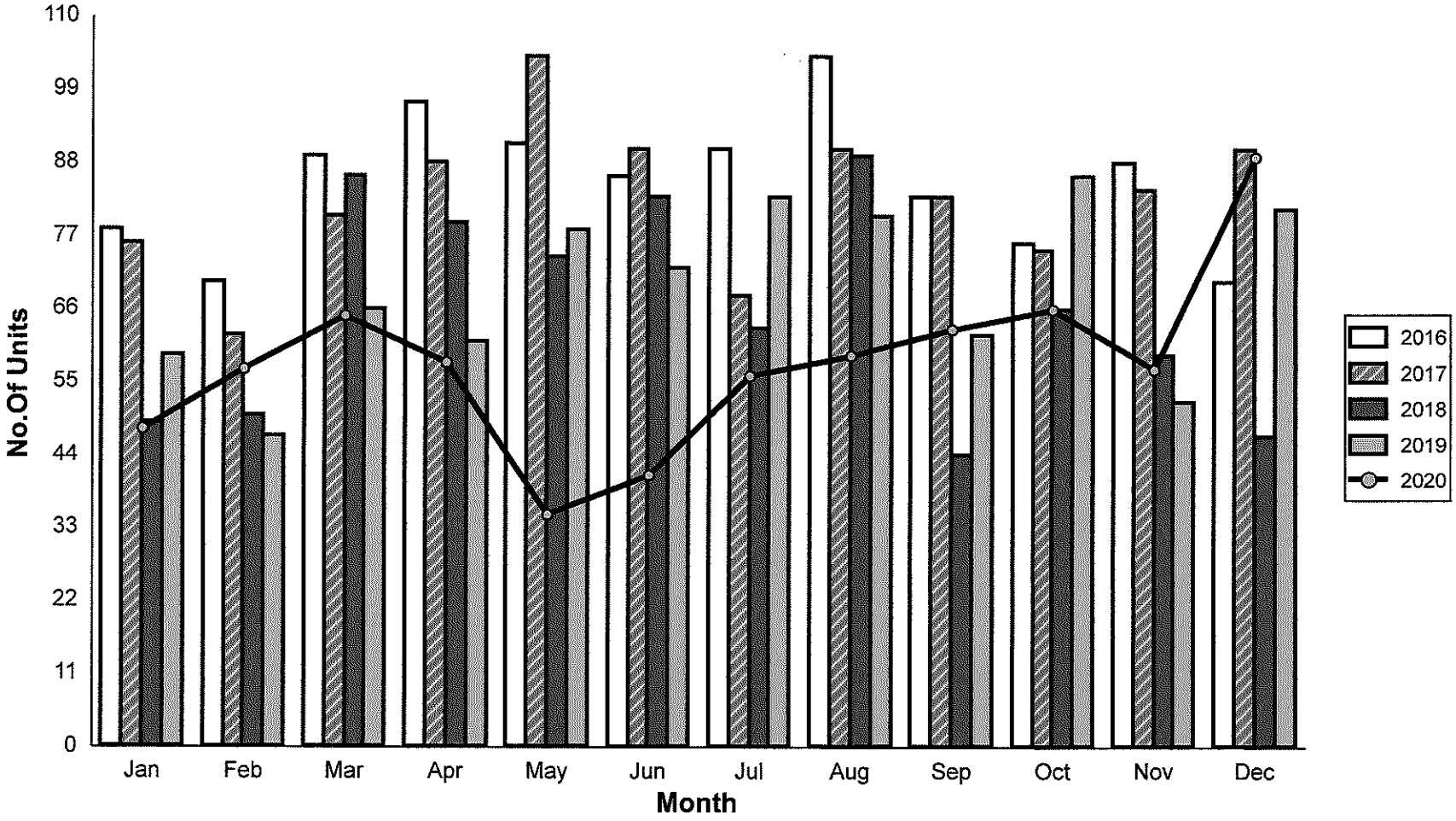
Resales - 5 Year Comparison



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Monthly Resale Report

PREPARED BY	MUTUAL	REPORT PERIOD
Community Services Department	**Third**	**December, 2020**

MONTH	NO. OF RESALES		TOTAL SALES VOLUME IN $$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	24	32	$10,015,000	$12,482,100	$417,292	$390,066
February	26	25	$12,158,700	$10,208,000	$467,642	$408,320
March	32	42	$13,946,416	$16,639,712	$435,826	$396,184
April	25	25	$10,830,833	$10,435,500	$433,233	$417,420
May	16	37	$5,604,000	$16,273,033	$350,250	$439,812
June	15	25	$5,881,500	$10,290,000	$392,100	$411,600
July	36	40	$15,240,248	$17,327,373	$423,340	$433,184
August	33	38	$14,612,928	$15,994,900	$442,816	$420,918
September	30	33	$14,314,100	$12,643,180	$477,137	$383,127
October	28	41	$10,707,400	$16,142,900	$382,407	$393,729
November	28	30	$11,057,300	$13,520,950	$394,904	$450,698
December	45	39	$17,933,901	$18,319,800	$398,531	$469,738
TOTAL	338.00	407.00	$142,302,326	$170,277,448		
MON AVG	28.00	33.00	$11,858,527	$14,189,787	$417,956	$417,900
% CHANGE - YTD	-17.0%		-16.4%		0.0%	

% Change calculated (ThisYear - LastYear)/LastYear

* Amount is excluded from percent calculation

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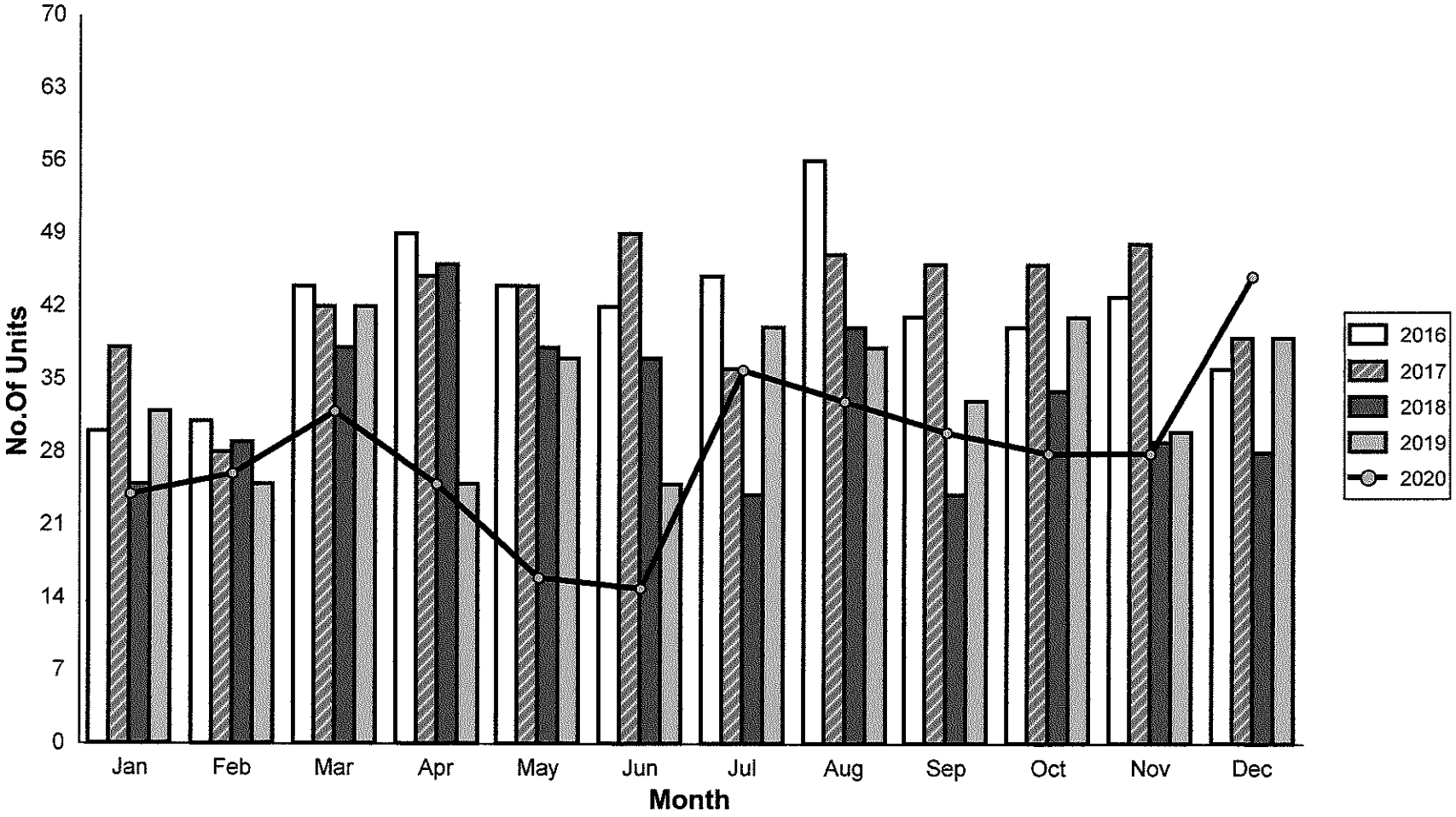
Resales - 5 Year Comparison



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Resales Report
Third Laguna Hills Mutual
December, 2020

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
12/28/2020	2239-N	3	$329,000	Castilla	Laguna Woods Village Realty	Great Castle Properties	Granite Escrow
12/31/2020	2243-G	3	$155,500	Coronado	Century 21 Rainbow	Realty One Group	Granite Escrow
12/10/2020	2244-Q	3	$240,000	Casa Contenta	Century 21 Rainbow	Century 21 Rainbow	Corner Escrow Inc.
12/11/2020	2277-O	3	$440,000	Casa Linda	H & M Realty Group	Regency Real Estate	Corner Escrow Inc.
12/23/2020	2280-S	3	$222,000	Coronado	Residential Agent Inc.	HomeSmart Evergreen	Granite Escrow
12/29/2020	2383-B	3	$330,000	Valencia	Century 21 Rainbow	HomeSmart Evergreen	Corner Escrow Inc.
12/03/2020	2383-D	3	$1	Valencia	FSBO	No Broker	Generations Escrow
12/07/2020	2384-1F	3	$275,000	Garden Villa	Seven Gables Real Estate	Alta Realty Group CA Inc	Advantage One Escrow
12/16/2020	2395-2B	3	$309,000	Garden Villa	Presidential Real Estate	Douglas Elliman of California, Inc	Generations Escrow
12/28/2020	2402-3B	3	$267,500	Villa Capri	HomeSmart Evergreen	BHHS California Properties	Escrow Options Group
12/04/2020	2404-1G	3	$280,500	Villa Capri	Century 21 Rainbow	HomeSmart Evergreen	Corner Escrow Inc.
12/11/2020	2404-3C	3	$190,000	Villa Capri	Keller Williams Real Estate	Team Spirit Realty	Generations Escrow
12/18/2020	3033-A	3	$265,000	Montecito	Help U Sell	Keller Williams Real Estate	Granite Escrow
12/01/2020	3065-D	3	$445,000	Villa Nova	Residential Agent Inc.	Stone Creek Real Estate	Granite Escrow
12/01/2020	3079-B	3	$480,000	Hermosa	bouHAUS Properties	New Star Realty & Investment	Corner Escrow Inc.
12/04/2020	3128-P	3	$499,000	Casa Vista	Sunset Pacific Real Estate	Laguna Premier Realty, Inc	Granite Escrow
12/24/2020	3243-2C	3	$240,000	Villa Puerta	Premier Realty Group Services	Premier Realty Group Services	Premier Escrow Group Services
12/23/2020	3244-3C	3	$234,000	Villa Puerta	Laguna Premier Realty, Inc	Longwise Group	Granite Escrow
12/01/2020	3336-2F	3	$194,000	Sierra	Re/Max Estate Properties	Century 21 Rainbow	Corner Escrow Inc.
12/29/2020	3364-1F	3	$222,500	Sierra	Harcourts Prime Properties	Century 21 Rainbow	Granite Escrow
12/18/2020	3367-3C	3	$200,000	Aragon	Laguna Premier Realty, Inc	Mark Carlson, Broker	Blue Pacific Escrow
12/30/2020	3368-O	3	$275,000	Catalina	Coldwell Banker	Coldwell Banker	West Coast Escrow
12/15/2020	3380-A	3	$455,000	Catalina	Coldwell Banker	Laguna Premier Realty, Inc	Granite Escrow
12/29/2020	3389-A	3	$655,000	Malaga	HomeSmart Evergreen	Berkshire Hathaway	Escrow Options Group

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Prepared by Community Services Department as of: 01/04/2021

Resales Report
Third Laguna Hills Mutual
December, 2020

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
12/14/2020	3396-A	3	$675,000	Navarro	HomeSmart Evergreen	HomeSmart Evergreen	Escrow Options Group
12/29/2020	3401-A	3	$660,000	Navarro	Savient Financial	Realty Benefit	Blue Pacific Escrow
12/29/2020	3421-2H	3	$457,500	Casa Dorado	Realty Quest	Century 21 Award	Corner Escrow Inc.
12/28/2020	3441-A	3	$585,000	Navarro	First Team Real Estate	HomeSmart Evergreen	Generations Escrow
12/23/2020	3500-1E	3	$305,000	Villa Nueva	Meritage Realty	No Broker	Granite Escrow
12/09/2020	3505-A	3	$540,000	Casa Rosa	Laguna Woods Village Realty	Laguna Woods Village Realty	Granite Escrow
12/15/2020	4001-3D	3	$265,000	Villa Nueva	First Choice Mortgage	New Star Realty & Investment	Granite Escrow
12/23/2020	4004-1B	3	$394,000	Villa Nueva	HomeSmart Evergreen	Uniti Realty	Corner Escrow Inc.
12/03/2020	4008-1F	3	$335,000	El Mirador	Keller Williams Real Estate	James Hahn, Broker	Granite Escrow
12/29/2020	5024	3	$810,000	Villa Serena	Coldwell Banker	Laguna Premier Realty, Inc	Granite Escrow
12/18/2020	5206	3	$625,000	Villa Reposa	Century 21 Rainbow	HomeSmart Evergreen	Corner Escrow Inc.
12/29/2020	5213	3	$674,000	Villa Terraza	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Blue Pacific Escrow
12/10/2020	5223	3	$749,900	Villa Serena	Century 21 Rainbow	Laguna View Realty	Corner Escrow Inc.
12/29/2020	5269	3	$1,099,000	Villa Paraisa	Villa Real Estate	Presidential Real Estate	Granite Escrow
12/08/2020	5318-P	3	$319,500	Casa Vista	HomeSmart Evergreen	HomeSmart Evergreen	Escrow Options Group
12/16/2020	5322-Q	3	$345,000	Casa Vista	Laguna Premier Realty, Inc	HomeSmart Evergreen	Blue Pacific Escrow
12/09/2020	5324-N	3	$318,000	Casa Vista	First Team Real Estate	Presidential Real Estate	Generations Escrow
12/09/2020	5353-O	3	$470,000	Casa Vista	HomeSmart Evergreen	HomeSmart Evergreen	Escrow Options Group
12/01/2020	5510-1D	3	$389,000	El Mirador	Regency Real Estate	Pabalyn Properties	Generations Escrow
12/30/2020	5519-2G	3	$350,000	El Mirador	Laguna Premier Realty, Inc	Village Real Estate	Blue Pacific Escrow
12/29/2020	5523-B	3	$365,000	Villa Lugano	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Granite Escrow

Number of Resales: 45

Total Resale Price: $17,933,901

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Resales Report
Third Laguna Hills Mutual
December, 2020

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
Average Resale Price:			$398,531				
Median Resale Price:			$335,000				

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Monthly Resale Report Third Mutual

PREPARED BY
Community Services Department

Dec-20

	NUMBER OF RESALES				TOTAL SALES VOLUME IN $$				AVG RESALE PRICE			
Month	**2020**	**2019**	**2018**	**2017**	**2020**	**2019**	**2018**	**2017**	**2020**	**2019**	**2018**	**2017**
January	24	32	25	38	$10,015,000	$12,482,100	$8,807,150	$14,513,062	$417,292	$390,066	$352,286	$381,923
February	26	25	29	28	$12,158,700	$10,208,000	$12,600,892	$9,887,500	$467,642	$408,320	$434,514	$353,125
March	32	42	38	42	$13,946,416	$16,639,712	$16,909,199	$15,185,800	$435,826	$396,184	$444,979	$361,567
April	25	25	46	45	$10,830,833	$10,435,500	$18,869,626	$18,847,150	$433,233	$417,420	$410,209	$418,826
May	16	37	38	44	$5,604,000	$16,273,033	$15,452,990	$18,157,951	$350,250	$439,812	$406,658	$412,681
June	15	25	37	49	$5,881,500	$10,290,000	$16,981,138	$21,011,450	$392,100	$411,600	$458,950	$428,805
July	36	40	24	*36*	$15,240,248	$17,327,373	$9,892,800	*$13,526,020*	$423,340	$433,184	$412,200	*$375,723*
August	33	38	40	*47*	$14,612,928	$15,994,900	$17,327,000	*$17,967,189*	$442,816	$420,918	$433,175	*$382,281*
September	30	33	24	*46*	$14,314,100	$12,643,180	$12,552,692	*$16,020,038*	$477,137	$383,127	$523,029	*$356,001*
October	28	41	34	*46*	$10,707,400	$16,142,900	$14,146,300	*$18,804,700*	$382,407	$393,729	$416,068	*$408,798*
November	28	30	28	*49*	$11,057,300	$13,520,950	$10,675,000	*$19,847,200*	$394,904	$450,698	$381,250	*$405,045*
December	45	39	28	*38*	$17,933,901	$18,319,800	$13,693,599	*$18,509,275*	$398,531	$469,738	$489,057	*$487,086*
TOTAL	338	407	391	508	$142,302,326	$170,277,448	$167,908,386	$202,277,335				
MON AVG	28.2	33.9	32.6	42.3	$11,858,527	$14,189,787	$13,992,366	$16,856,445	$417,957	$417,900	$430,198	$397,655
% CHANGE-YTD	-17.0%	4.1%	-23.0%	1.2%	-16.4%	1.4%	-17.0%	16.7%	0.0%	-2.9%	8.2%	15.3%

% Change calculated (This Year - Last Year)/Last Year
Percent calculation only includes YTD figures in black.

THIRD LAGUNA HILLS
MUTUAL

MONTHLY LEASING REPORT

Report Period:
December-2020

MONTH	LEASES IN EFFECT				Total this year	Total last year	Total Expirations	New Monthly Transactions		
	3 Months	6 Months	12 Months	12+Months				Leases	Renewals	Extensions
January	21	21	392	1289	1723	1688	31	35	123	3
February	20	21	402	1285	1728	1699	54	34	83	1
March	19	25	393	1288	1725	1708	73	37	93	7
April	10	22	388	1281	1701	1691	79	32	107	3
May	8	15	391	1232	1646	1682	104	31	151	4
June	14	15	373	1299	1701	1692	69	44	117	5
July	13	11	364	1316	1704	1708	67	47	136	6
August	12	9	362	1278	1661	1706	97	49	128	1
September	11	8	363	1292	1674	1697	95	35	142	4
October	5	8	351	1217	1581	1681	145	49	123	1
November	4	5	319	1110	1438	1707	108	30	66	2
December	2	3	286	1039	1330	1720	143	29	54	2
Monthly Average	11.6	13.6	365.3	1243.8	1634.3	1698.3	88.8	37.7	110.3	3.3

Percentage Leased					
	1330	/	6102	=	21.8%

THIRD LAGUNA HILLS
MUTUAL

OPEN MEETING

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

Tuesday, December 29, 2020 - 9:30 AM
Laguna Woods Village Community Center (Virtual GoToMeeting)
24351 El Toro Road, Laguna Woods, CA 92637

REPORT

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

DIRECTORS PRESENT:

COMMITTEE MEMBERS ABSENT: Craig Wayne

ADVISORS PRESENT: Mike Butler, Mike Plean

STAFF PRESENT: Robbi Doncost, Lauryn Varnum

1. **Call to Order**

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

2. **Acknowledgement of Media**

None present.

3. **Approval of Agenda**

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

4. **Approval of Meeting Report for September 28, 2020**

The committee approved the meeting report as presented.

5. **Chair's Remarks**

None.

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

None.

7. **Manor Alterations Division Update**

Staff Officer Robbi Doncost updated current status of submissions and inquiries within Manor Alterations ("MA"). Currently the Department is severely understaffed, and is working with HR to bring on additional staff in previously approved positions. An organizational chart was provided to the Committee for review and indication of the request to increase MA staff by 7 new positions. Current appropriate staff has received updated training on asbestos materials.

Mr. Doncost discussed the effects of the malware attack which resulted in the loss of all files, emails, and floorplans compiled prior to October 21. Not all files have been restored nor can be stored in the Stellar program.

Mr. Doncost discussed the continuation of the "triage system" in order to prioritize processing applications that correlate to the health and safety of residents in advance of other applications until the Division is whole again.

Director Karimi requested clarification on asbestos removal policies and if Manor Alterations maintains a summary database of all asbestos abatement.

Mr. Doncost clarified that Manor Alterations does not initiate policies, but only enforces the policies of the Board, AQMD, and CalOSHA. Mr. Doncost further clarified that a summary database of asbestos abatement would not preclude the need for asbestos testing based on AQMD policies.

Consent:

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

8. None.

Status of Mutual Consents

9. Mr. Doncost presented the status of the Mutual Consents, clarifying that the table is an estimation of numbers due to the malware attack siphoning all files.

Variance Requests

10. 5551-B (Casa Monaco, 13) Modify Patio Enclosure on Previously Extended Common Area

Chair Parsons made a motion to reject staff's recommendation and approve this request. Director Frankel seconded. Advisor Plean abstained from voting. Remaining Committee members supported and the motion was passed.

11. 5569-B (Casa Siena, 11R) Add Third Bathroom within Separate Interest Area of Unit

Chair Parsons made a motion to accept staff's recommendation and approve this request. Director Frankel seconded. Director Karimi abstained from voting. Remaining Committee members supported and the motion was passed.

THIRD LAGUNA HILLS
MUTUAL

Items for Discussion

12. Asbestos and Lead Hazardous Materials

Mr. Doncost discussed report as a point of reference only.

13. Realtor's Meeting

Mr. Doncost summarized meeting minutes. Mr. Doncost stated that many realtors engage with Manor Alterations at a crucial time within an escrow process due to previously completed non-permitted alterations within the manors. It is the non-permitted alterations that create the increased processing time of mutual consents and lead to extended escrow periods.

14. Standard Plans & Classifications

Mr. Doncost discussed gathering costs from third party vendors to create Standard Details. The existing drawings would be marked up for bidding.

Advisor Plean requested clarification on Manor Alterations' policy on permitting, applications that can be approved over-the-counter, and like-for-like exchanges.

Mr. Doncost confirmed that Manor Alterations must conform to the policies enacted by the Board and adhere to code compliance of the City of Laguna Woods. Mr. Doncost clarified that while over-the-counter permits are provided for like-for-like exchanges (i.e. water heater), this does not preclude the necessity for documentation of updated information within the VMS software files.

15. Document Package for Mutual Consent Applications

Mr. Doncost discussed the proposed simplification and revisions of document package, clarifying that further analysis is required before ACSC and Board approval. Mr. Doncost estimated that the revised package will be ready for review within approximately 8 weeks.

16. Demolition & Renovation Mutual Consents Reviewed Simultaneously Presently Implemented

Mr. Doncost implementation of review process and discussed that it reduced application approval time.

17. Contractor's Meeting & Future Communication Methodology

Mr. Doncost summarized the contractor's meeting minutes and confirmed future plans for ongoing communication between Manor Alterations and the contractors.

18. Items of Potential "Over-Reach"

Mr. Doncost summarized the memorandum and reaffirmed that the HOA is only concerned with the compliance of governmental rules and regulations as established by the City, CalOSHA, and SCAQMD.

Director Mutchnik proposed that M&C Committee also review memorandum for further input. Chair Parson seconded.

THIRD LAGUNA HILLS
MUTUAL

Items for Future Agendas:

Standard Details Update – Markup Plans and Send Out for Bidding

Items of Potential Over-reach

Ongoing Real Estate Agent Meetings

Review of Proposed Revisions to Mutual Consent/Demo Checklists and Document Package

Concluding Business:

19. **Committee Member Comments:**

Advisor Butler discussed future modifications to garages, patio, atriums must follow exclusive use guidelines.

Director Mutchnik discussed policy of variance approval and review.

Director Frankel requested that Manor Alterations' staff will communicate to the owners requesting variances that the ACSC recommendation to proceed is not an approval of an application.

Staff Member Varnum confirmed the owners would be contacted to further explain the Board approval process of their Variance request.

20. **Date of Next Meeting – January 25, 2020**
21. **Adjournment at 12:02 p.m.**

DRAFT

X_____

Steve Parsons, Chair

Robbi Doncost, Staff Officer

Telephone: (949) 268-2281

THIRD LAGUNA HILLS
MUTUAL

OPEN MEETING

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

Monday, January 4, 2021 – 1:30 PM

Virtual On-Line Meeting

MEMBERS PRESENT:	Robert Mutchnick – Chair, John Frankel, Ralph Engdahl, Debbie Dotson, Craig Wayne
MEMBERS ABSENT:	None
OTHERS PRESENT:	None
STAFF PRESENT:	Ernesto Munoz – Staff Officer, Guy West, David Pham, Laurie Chavarria

1. Call to Order/Establish a Quorum

Chair Mutchnick called the meeting to order at 1:33 PM and 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

The media was not present.

3. Approval of the Agenda

The meeting agenda was approved as written.

4. Chair's Remarks

Chair Mutchnick commented on the cost incurred by members for the reinstallation of fixtures, appliances, cabinets after they have been removed due to a moisture intrusion event.

Staff will look into costs from its current vendors and bring a report back to the next meeting for a discussion on this issue.

5. Member Comments (Items Not on the Agenda)

There were no member comments

6. Department Head Update

Staff Officer Ernesto Munoz provided a brief update on the programs and projects budgeted for 2021; repercussions related to missing data from the Malware attack; low staffing levels; programs that couldn't be completed; and the budgets that couldn't be spent, due to the pandemic.

Consent:

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

The Consent Calendar was approved by consensus. Staff Officer Ernesto Munoz summarized each report on the consent calendar and answered questions from the Committee.

7. Maintenance Expenditures and Variance Explanations
8. Project Log
9. Solar Plant Generation

Reports:

10. 2120-Q Request: Common Area Conversion to Paved Loading Zone

Staff Officer Ernesto Munoz summarized the report and answered questions from the Committee.

Keith Bonchek has been an occupant of unit 2120-Q for seven years and has recently brought it to our attention that he has been experiencing an ongoing problem with his assigned parking space, located in Carport 2072, stall 1. Mr. Bonchek reported that people park in his carport stall and/or block access to his assigned carport space by parking in front of the entrance.

The Security Department has not been able to resolve this matter to Mr. Bonchek's satisfaction.

Therefore, Mr. Bonchek is requesting to have a sidewalk and section of grass, located in the common area in front of building 2119, converted to a paved asphalt loading zone and provided a conceptual plan for consideration.

Currently there is a sign indicating "No Parking Any Time" and the zero curb is painted red at the area in question. Staff has inspected the common area for the proposed loading zone

and has found a number of El Toro Water District (ETWD) owned items that will require relocation to facilitate Mr. Bonchek's request.

Staff consulted with the ETWD and they provided a conceptual estimate of their cost to relocate water utilities located in the area and staff has estimated the cost to demo the common area sidewalk and grass area, and replace them with a new relocated sidewalk and an asphalt paved loading zone. The conceptual cost estimate to complete this work, including a 10% contingency, is $69,090.

Discussion ensued regarding placing a cone in the parking stall to prevent unauthorized parking; reduction of sidewalk; tree removal; setting a precedent; asking Security to enforce the no-parking zone in this area

A motion was made and unanimously approved to deny Mr. Bonchek's request for a paved loading zone.

By consensus, staff was directed to provide Mr. Boncheck with two orange cones which he can place in his carport space to prevent unauthorized parking. Chair Mutchnick will contact the Security Department and discuss parking enforcement in Mr. Bonchek's cul-de-sac.

11. Shepherd's Crook at the Dog Park

Staff Officer Ernesto Munoz summarized the report and answered questions from the Committee.

On July 27, 2019, the City of Laguna Woods completed the construction of a new dog park along Ridge Route Dr., adjacent to the Laguna Woods Village 27-Hole Golf Course.

The new dog park consists of a 9,655 square foot play area and includes a new wall that is along the community's golf course.

On August 8, 2020, Garden Villa Association President, Stuart Hack contacted Security Director Carlos Rojas with concerns that the new wall along the dog park was not high enough to deter trespassers. He had observed a man and two children climbing over the wall to retrieve what looked like a ball.

Discussion ensued regarding type of fencing; height of the fencing; and what side of the fence the shepherd's crook will be attached to.

Staff will contact the City of Laguna Woods and request that the Shepherd's Crook fencing be attached to the inside wall of the dog park that is adjacent to the golf course.

A motion was made and unanimously approved to recommend the Board authorize Shepherd's Crook to be installed on the new wall between the golf course and the dog park, contingent upon approval from the City of Laguna woods.

Items for Future Agendas:

- List of Contractor Costs for Fixture & Appliance Installation after Restoration
- Proposed EV Charging Station Locations
- Programs Report (March, September)
- Entryway Modifications for all GV Buildings (by General Services)
- Ramp Request at B3244 (pending Entryway Modification Report)

Concluding Business:

12. Committee Member Comments

- Director Wayne commented that this was a good, productive meeting.
- Director Engdahl commented on a list of Purchase Order's he needs to get a copy of.

13. Date of Next Meeting – March 1, 2021
14. Adjournment - The meeting was adjourned at 2:43 pm.

DRAFT

_____
Robert Mutchnick, Chair

THIRD LAGUNA HILLS
MUTUAL

OPEN MEETING

REGULAR MEETING OF THE THIRD LAGUNA HILLS MUTUAL LANDSCAPE COMMITTEE

Thursday, January 7, 2021 – 9:30 a.m.
VIRTUAL MEETING
Laguna Woods Village Community Center Board Room
24351 El Toro Road

REPORT

COMMITTEE MEMBERS PRESENT: Chair - Lynn Jarrett, Cush Bhada, Reza Karimi, Ralph Engdahl, Donna Rane-Szostak

COMMITTEE MEMBERS ABSENT: Annie McCary

OTHERS PRESENT:

ADVISORS PRESENT:

STAFF PRESENT: Kurt Wiemann, Eve Morton

1. **Call to Order**

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

2. **Acknowledgement of Media**

   No media was present.

3. **Approval of the Agenda**

   Director Karimi made a motion to approve the agenda. The motion passed with a unanimous vote.

4. **Approval of the December 3, 2020 Report**

   Director Karimi moved to approve the Report. The motion passed with a unanimous vote.

5. **Committee Chair Remarks**

   Chair Jarrett stated that the committee had a good agenda prep last week. We have a problem with the slopes in Third Mutual and she would like to address that today.

6. Department Head Update

Mr. Wiemann reported that planting of the slopes will begin next week. The Board approved the new slope contract last month. The contract allows for slope work twice a year. That's the amount of money we had for slope work. We do use pre-emergent to cut down on the weeds but it is important for residents to know that the slopes are only worked on twice a year.

We have started spraying some selective herbicides to take care of the weeds in the turf. We will be waiting to fertilize the turf early in the spring. Right now, much of the turf is brown because it is dormant.

We are starting fresh with the shrub bed cycles. This time of year, we cut them back more so they have more room to grow during the growing season.

Our planting crew will be starting a five-man crew. There is a long list of people who need new plants so both the planting crew and the regular crews will be planting.

The crews are working well together and we are fully staffed.

Chair Jarrett asked who takes care of slopes; both staff and the contractor? Mr. Wiemann stated that the degree of the slope dictates if staff can work on it; up to a 30-degree slope may be worked on by staff. Chair Jarrett stated that the building captain at 3363 CDS said there are a lot of bare slopes and a lot of tree debris from trimming.

Director Karimi asked about tree trimming for this year. Mr. Wiemann said the bulk of the routine trimming will be done by the contractor. For each tree, we evaluate whether it's more cost effective for staff to trim it or the contractor. This is also the case for tree removals. Director Karimi asked how many trees will be trimmed this year and Mr. Wiemann told him he believes there are 3,800 trees to trim this year.

Consent Calendar:

None.

Reports:

7. Project Log

Mr. Wiemann reviewed the Project Log with the committee and answered some of the committee member's questions.

Director Engdahl requested that some contract information be added to the future project logs.

8. Tree Work Status Report

Mr. Wiemann reviewed this report with the committee.

Unfinished Business
None.

Items for Discussion and Consideration

9. Tree Removal Request: 4010-3D Calle Sonora Oeste (Macomber) - One Carrotwood Tree

Director Rane-Szostak made a motion to accept staff's recommendation to remove the Carrotwood tree. Director Bhada seconded. The committee was in unanimous support.

10. Tree Removal Request: 5003 Duverney (Williams) One Bottle Brush Tree

Director Bhada made a motion to accept staff's recommendation to remove the Bottlebrush tree. Director Engdahl seconded. The committee was in unanimous support.

Future Agenda Items

11. Fruit Tree Maintenance Policy
12. Review and Discuss the Current Tree Removal Policy
13. Review and Discuss the Current Tree Topping Policy
14. Review and Discuss a Revised Tree Policy to Include Removals, Trimming, and Topping of Trees

Mr. Wiemann reported that we are removing any fruit trees at resale. Also, any fruit trees which residents don't want to maintain will be taken out at no cost.

Director Karimi stated that he would like to add for future agenda to look at any problems in irrigation system prior to the spring. Mr. Wiemann reported that there is an RFP for a centralized irrigation system as a five-year project. The centralized controller computer is in a small office and now is not a good time now to have staff work with a contractor in such a small space. We will ask the two low bidders on ideas on that. Currently, our central irrigation system doesn't notify us of leaks. We need to get flow meters to fix this problem. That would be the most economical solution right now.

Concluding Business:

15. Member Comments (Items Not on the Agenda)

Lynne Corboz (3505-C)

"The website says you will be reviewing tree removal, trimming and topping policies and practices. I am requesting that your group address two issues:

1. Currently your Committee charges owners to pay for off-schedule trimming and topping. When the reasons for owners' requests are to remedy the problems caused by the original Laguna Woods developers' mistakes in choice of species, location, or space between trees, why are you either denying or charging the owner for fixing the problem? This should be a shared cost. How do you justify the unfairness?

2. The evaluation of the landscape requests by the Laguna Woods arborist employee should always include the real cause of the problem. For example, when a species with thirty-foot canopies was planted in a row of six trees, six feet apart, eight feet from building balconies, why is this not a condition that should be documented in the evaluation report? In my case, it was not.

Here's hoping your review will include fairness to condo owners as an objective in the future."

Mr. Wiemann responded that we are looking to thin out groves of trees. We need to add that to the updated tree policy we will be working on. We only charge residents for the trimming of trees is if it is off schedule.

Steve Stanfill (3425-C)

"Good Morning, at your July meeting, I raised a concern regarding the time frames for Shrub & Bed maintenance schedules. At that time, there had been a 5-month interval for maintenance on my building & street.

Shrub Maintenance for my building & street was just completed this past Thursday, December 31, 2020, marking a 6-month spread in maintenance.

Have the timeframes for this activity changed recently? If so, the Landscape guidelines don't reflect any change. And my assumption is that we should simply submit tickets for this type of work activity to remedy issues of shrubs & bushes growing into walkways, entrances, etc.

Thank you."

Mr. Wiemann stated he will look into this and contact this resident. Shrub maintenance is four times per year.... roughly every three months.

16. Response to Member Comments

Responses above.

17. Committee Member Comments

Committee members stated is was a good meeting and thanked Mr. Wiemann for his work.

18. Date of Next Meeting – Thursday, February 4, 2021 at 9:30 a.m.

19. Adjournment at 10:32 a.m.

L J Jarrett
L J Jarrett (Jan 11, 2021 14:46 PST)

Lynn Jarrett, Chair
Kurt Wiemann, Staff Officer
Eve Morton, Landscape Coordinator – 268-2565

THIRD LAGUNA HILLS
MUTUAL

Items for Future Agendas:

Standard Details Update – Markup Plans and Send Out for Bidding

Items of Potential Over-reach

Ongoing Real Estate Agent Meetings

Review of Proposed Revisions to Mutual Consent/Demo Checklists and Document Package

Concluding Business:

19. **Committee Member Comments:**

Advisor Butler discussed future modifications to garages, patio, atriums must follow exclusive use guidelines.

Director Mutchnik discussed policy of variance approval and review.

Director Frankel requested that Manor Alterations' staff will communicate to the owners requesting variances that the ACSC recommendation to proceed is not an approval of an application.

Staff Member Varnum confirmed the owners would be contacted to further explain the Board approval process of their Variance request.

20. **Date of Next Meeting – January 25, 2020**
21. **Adjournment at 12:02 p.m.**

X_____

Steve Parsons, Chair

Robbi Doncost, Staff Officer

Telephone: (949) 268-2281

THIRD LAGUNA HILLS
MUTUAL

OPEN MEETING

REGULAR MEETING OF THE THIRD LAGUNA HILLS MUTUAL
RESIDENT POLICY AND COMPLIANCE COMMITTEE

Wednesday, January 6, 2021 – 9:30 a.m.
VIRTUAL MEETING
Laguna Woods Village Community Center, Board Room – 24351 El Toro Road

MEMBERS PRESENT: Lynn Jarrett, Chair, Steve Parsons, Cush Bhada, Reza Karimi and Robert Mutchnick

MEMBERS ABSENT: None

ADVISORS PRESENT: Stuart Hack

ADVISORS ABSENT: None

STAFF PRESENT: Tom Siviglia, Blessilda Wright, Pamela Bashline, and Paul Nguyen.

CALL TO ORDER
Lynn Jarrett, Chair, called the meeting to order at 9:30 a.m.

ACKNOWLEDGEMENT OF MEDIA
The Media was not present.

APPROVAL OF AGENDA
Director Bhada made a motion to approve the agenda as presented. Director Mutchnick seconded the motion.

By unanimous vote, the motion carried.

APPROVAL OF MEETING REPORTS
Director Parsons made a motion to approve the December 2, 2020 meeting report as presented. Director Mutchnick seconded the motion.

By unanimous vote, the motion carried.

CHAIRMAN'S REMARKS
Lynn Jarrett, Chair, stated the committee will review the Multi-Unit Owner Qualification, BBQ Rules and Regulations, Smoking Rules, and Social Media.

MEMBER COMMENTS ON NON-AGENDA ITEMS
None

REPORTS
None

ITEMS FOR DISCUSSION AND CONSIDERATION

Barbeque Rules & Regulations
Lynn Jarrett, Chair, discussed BBQ Rules & Regulations. The Committee commented and asked questions. Staff advised the Resale Packet in sections the Important Things to Know and Enjoying Life in Third can include information regarding Barbeque Rules & Regulations in Third.

By consensus, the Committee tabled the matter.

Multi-Unit Owner Qualification
Pamela Bashline, Community Services Manager presented Multi-Unit Owner Qualification. The Committee commented and asked questions.

By consensus, the Committee directed Staff to send the questions/changes discussed to Legal and to bring back to the next meeting.

Smoking Rules
Tom Siviglia, presented Smoking Rules. The Committee commented and asked questions.

By consensus, the Committee determined the current Non-Smoking Policies does not require updates. Instead, building captain will be provided copies of the Non-Smoking Policy to advise residents of their building of the smoking rules.

Tom Siviglia left meeting at 10:50 AM

Social Media
Lynn Jarrett, Chair, presented Social Media. The Committee commented and asked questions.

By consensus, the Committee directed Staff include language of social media use to Resolution 03-16-114 the Conduct Guidelines for Directors. Then forward to Third's Legal Counsel for review and bring back to the committee for review.

ITEMS FOR FUTURE AGENDAS
None

CONCLUDING BUSINESS
Committee Member Comments
Committee made a comment that this was a good meeting.

Date of Next Meeting

The next meeting is February 3, 2021 at 9:30 a.m.

Adjournment
With no further business before the Committee, the Chair adjourned the meeting at 11:11 a.m.

Lynn Jarrett
Lynn Jarrett (Jan 11, 2021 15:32 PST)

Lynn Jarrett, Chair
Third Laguna Hills Mutual

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GOLDEN RAIN FOUNDATION of LAGUNA WOODS

OPEN MEETING

MINUTES OF THE REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION STRATEGIC PLANNING COMMITTEE

Tuesday, December 22, 2020 – 11:30 a.m.
ON-LINE VIRTUAL MEETING
Laguna Woods Village Community Center 24351 El Toro Road

Director Present:	Jon Pearlstone, Gan Mukhapadhyay, Sue Margolis, Brian Gilmore, Andre Torng, Cush Bhada, Robert Mutchnick
Directors Absent:	James Hopkins, Steve Parsons
Staff Present:	Jeff Parker-CEO, Siobhan Foster-COO, Cheryl Silva
Others Present:	Egon Garthoffner (GRF), Bunny Carpenter (GRF), Dick Rader (VMS)

1. **Call to Order**
   Chair Pearlstone called the meeting to order at 11:30 a.m. and established that a quorum was present.

2. **Approval of the Agenda**
   Director Torng made a motion to approve the agenda. Director Bhada seconded the motion and the motion was approved without objection.
   .
3. **Chair's Remarks**
   Chair Pearlstone asked for comments from the members and commented about the committee charger.

4. **Member Comments**
   Several directors had questions about the committee charter.

Consent:
5. None.

Discussion & Reports:
6. Discuss and consider committee charter.

   Siobhan Foster-COO reviewed the committee charter with the committee.

   Director Bhada made a motion to approve the charter as amended. Director Torng seconded the motion and the motion passed without objection.

Discussion ensued among the directors.

Director Torng made an amendment to add “improve core competencies” under #5. Director Bhada seconded the motion and the motion passed without objection.

Chair Pearlstone called for the vote and the motion as amended passed without objection

7. VMS input on possible focus areas
   Siobhan Foster showed a presentation on an overview of objectives:
   - Purpose Focus Areas
   - Facilities
   - Customer Satisfaction
   - Information Technology

Jeff Parker-CEO commented about the call center, customer service and land lease.

8. Solicit and review each corporation’s priorities.

Items for Future Agendas

9. Finalize top priorities for phase 1 and create action plan for highest priorities
   - Customer Service
   - Landscaping
   - Quality Control Check
   - Communication
   - Facilities

Director Margolis made a motion to make the top priorities of this committee a short term goal of customer service and long term goal of facilities (which included land lease). Director Torng seconded the motion.

Discussion ensued among the directors.

Chair Pearlstone called for the vote and the motion passed without objection.

Directors Pearlstone, Mutchnick, Bhada and Torng volunteered to be involved in a sub-committee to build a framework for Strategic Planning for Customer Service (Experience).

Directors Mukhopadhyay, Bhada, and Randazzo volunteered to be involved in a sub-committee to build a “checklist” for facilities.

Director Hopkins was asked to be the coordinator for future strategic planning items to consider.

Concluding Business:

10. Committee Member Comments
    - Director Bhada requested to defer the top priorities to the first of the year.

- Director Mukhopadhyay commented we should look at ways to generate revenue.
- Director Garthoffner commented that trees are a long-term problem that we should look at in the future.
- Director Bhada

11. Date of Next Meeting
Jeff Parker-CEO recommended December 30, 2020 at 11:30 a.m. for the next meeting. Chair Pearlstone will schedule a meeting for January 2021.

12. Adjournment
The meeting was adjourned at 1:15 p.m.

DRAFT

_____
Jon Pearlstone, Committee Chair
Strategic Planning Committee

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