



OPEN SESSION

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

**Tuesday, January 18, 2022 - 9:30 a.m.
Laguna Woods Village Community Center
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*

- 1. Call meeting to order / Establish Quorum – President Mutchnick**
- 2. Pledge of Allegiance – Director Bhada**
- 3. Acknowledge Media**
- 4. Approval of Agenda**
- 5. Approval of Minutes**
 - a. December 10, 2021 – Agenda Prep Meeting**
 - b. December 10, 2021 – Special Open Meeting**
 - c. December 21, 2021 – Regular Board Meeting**
- 6. Report of the Chair**
- 7. Presentation by Dennis Cafferty, General Manager of El Toro Water District**
- 8. Update from VMS Board**
- 9. 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 to thirty minutes. A member may speak only once during the forum. Speakers may not give their time to other people, no audio or video recording by attendees, and no rude or threatening comments. Members can attend the meeting by joining the Zoom link*

<https://zoom.us/j/94899806730> or call 1 (669) 900-6833 or email meeting@vmsinc.org to have your message read during the Open Forum.

10. Responses to Open Forum Speakers

11. CEO/COO Report

12. 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 October 2021, 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) Recommend to Approve Tree Removal Request: 5473-C Paseo Del Lago E. – One Red Iron Bark
- (2) Recommend to Deny Tree Removal Request: 3047-P Via Serena C. – Rusty Leaf Fig
- (3) Recommendation to Approve Tree Removal Request: 3154-B Alta Vista – Brazilian Pepper
- (4) Recommendation to Deny Tree Removal Request: 3160-D Alta Vista – Three King Palms
- (5) Recommend to Deny Request for Off-Schedule Tree Trimming: 4007-1C Calle Sonora Oeste – Rusty Leaf Fig
- (6) Recommend to Deny Landscape Revision Request: 5209 Avenida Despacio
- (7) Recommend to Approve Landscape Revision Request: 5423 Calle Carmenita

c. Recommendation from the Architecture Controls and Standards Committee

- (1) Variance Request – 5063 Avenida Del Sol (Villa Terraza, Plan C10RC_1) Master Bathroom Extension and New Laundry Room in the Garage - APPROVED
- (2) Variance Request – 5071 Avenida Del Sol (Villa Terraza, Plan C10RC_1) Master Bedroom Extension and Foyer Addition – APPROVED

- (3) Variance Request – 5206 Avenida Despacio (Villa Reposo, Plan C11B_1) Master Bedroom Extension, Bedroom Extension, Third Bathroom Addition, Kitchen Relocation and Office Addition – APPROVED
- (4) Variance Request – 5555-A Rayo Del Sol (Casa Palma, 10R-13) Bedroom Addition on Existing Rear Private Garden: Appeal – APPROVED

d. Update Appointment of Officers Resolution

13. **Unfinished Business**

- a. Entertain a Motion to Introduce a Revised Resolution for a Stepping Stones Policy and Guidelines **(OCTOBER Initial Notification—NOVEMBER sent back to Committee—DECEMBER reintroduced—28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)**

14. **New Business**

- a. Entertain a Motion to Approve a Partial Reimbursement to Lois Wilson for Repairs & Restoration at 3067-B
- b. Entertain a Motion to lower the lease cap to 25 Percent **(January Initial Notification—postpone 28-days for Member review and comment to comply with Civil Code §4360)**
- c. Entertain a Motion to Introduce Lease Authorization Renewal **(January Initial Notification—postpone 28-days for Member review and comment to comply with Civil Code §4360)**
- d. Entertain a Motion to Introduce a Revision to the Water Heater Enclosure Disposition **(January Initial Notification—postpone 28-days for Member review and comment to comply with Civil Code §4360)**

15. **Committee Reports**

- a. Report of the Finance Committee / Financial Report – Director Rane-Szostak. The committee met on January 4, 2022; next meeting February 1, 2022, 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 Mutchnick. The committee met on December 27, 2021; next meeting January 24, 2022 at 9:30 a.m. as a virtual meeting.
- c. Report of the Communications Committee – Director McCary. The committee met on January 12, 2022. The next meeting is April 13, 2022, at 1:30 p.m. in the Willow Room and as a virtual meeting.

- d. Report of the Maintenance and Construction Committee – Director Engdahl. The committee met on January 3, 2022 in closed session; next meeting March 7, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
 - (1) Report of the Parking and Golf Cart Subcommittee – Director Bhada. The subcommittee met on August 18, 2021; next meeting January 19, 2022 at 1:30 p.m. as a virtual meeting.
 - (2) Garden Villa Rec. Room Subcommittee – Director Jarrett. The subcommittee met on January 13, 2022; next meeting February 23, 2022, at 1:30 p.m. as a virtual meeting.
- e. Report of the Landscape Committee – Director Jarrett. The committee met on January 6, 2022; next meeting February 3, 2022 at 9:30 a.m. as a virtual meeting.
- f. Report of the Water Committee – Director Rane-Szostak. The committee met on November 9, 2021; next meeting January 27, 2022, at 2:00 p.m. as a virtual meeting.
- g. Report of the Resident Policy and Compliance Committee – Director Mutchnick. The committee met on December 28, 2021; next meeting January 26, 2022, at 9:30 a.m. as a virtual meeting.

16. GRF Committee Highlights

- a. Community Activities Committee – Director McCary. The committee met on January 13, 2022; next meeting February 10, 2022, at 1:30 p.m. as a virtual meeting.
 - (1) Equestrian Center Ad Hoc Committee – Director Bhada. The committee met on November 4, 2021; next meeting, January 26, 2022, at 1:00 p.m. as a virtual meeting.
- b. GRF Finance Committee – Director Rane-Szostak. The committee met on December 15, 2021; next meeting February 16, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
- c. GRF Landscape Committee – Director Lewis. The committee met on December 8, 2021; next meeting February 9, 2022, at 1:30 p.m. as a virtual meeting.
- d. GRF Maintenance & Construction Committee – Director Engdahl – The committee met on December 8, 2021; next meeting February 9, 2022, at 9:30 a.m. as a virtual meeting.
 - (1) Clubhouse Facilities Renovation Ad Hoc Committee – Director Engdahl. The committee met on November 29, 2021; next meeting, January 28, 2022, at 1:00 p.m. as a virtual meeting.

- e. Media and Communications Committee – Director McCary. The committee met on January 17, 2022; next meeting February 21, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
 - f. Mobility and Vehicles Committee – Director Bhada – The committee met on December 1, 2021; next meeting February 2, 2022, at 1:30 p.m. as a virtual meeting.
 - g. Security and Community Access Committee – Director McCary. The committee met on October 25, 2021; next meeting February 28, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
 - (1) Disaster Preparedness Task Force – Director Rane-Szostak. The task force met on November 30, 2021; next meeting January 25, 2022, 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 15, 2021; next meeting January 19, 2022, at 9:00 a.m. as a virtual meeting.
 - i. GRF Strategic Planning Ad Hoc Committee – Director Lewis. The committee met on January 10, 2022; next meeting March 9, 2022 at 1:30 p.m. in the Board Room and as a virtual meeting.
 - j. Trash Task Force – Director Wayne
 - k. Revenue Resources Ad Hoc Committee – The committee met for the first time on January 12, 2022; next meeting TBA.
- 17. 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. Resident Suggestion Program
 - b. Alterations Review
- 18. Director's Comments**
- 19. 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 21, 2021—Regular Closed Session

Discuss and Consider Member Matters

Discuss Personnel Matters

Discuss and Consider Contractual Matters

Discuss and Consider Litigation Matters

20. Adjourn



OPEN SESSION

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

**Friday, December 10, 2021 - 9:30 a.m.
Willow Room/Virtual Meeting
24351 El Toro Road
Laguna Woods, California**

The purpose of this meeting to discuss agenda items for the Third Board Regular Meeting
Civil Code §4930

Directors present: Robert Mutchnick, Annie McCary, John Frankel, Ralph Engdahl, Craig Wayne, Cush Bhada, Donna Rane-Szostak, Jim Cook, Mark Laws, Nathaniel Lewis, Lynn Jarrett

Directors absent: None

Staff present: Jeff Parker-CEO, Siobhan Foster, Grant Schultz and Cindy Shoffeitt

Others present: None

1. Call Meeting to Order / Establish Quorum

President Mutchnick called the meeting to order at 9:32 a.m. and established that a quorum was present.

2. Approval of the Agenda

By consensus, the agenda was approved.

3. Discuss and Consider Items to be placed on the Third Board Regular Meeting Agenda (open & closed session) on December 21, 2021

The board approved the agendas by consensus.

4. Director Comments - None

5. Adjournment

The meeting was adjourned at 10:28 a.m.


Lynn Jarrett, Secretary of the Board
Third Mutual Laguna Hills

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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 10, 2021, at 11:00 a.m.
Willow Room/Virtual Meeting
24351 El Toro Road, Laguna Woods, California**

The purpose of this meeting is to interview and appoint a VMS Board representative

Directors Present: Robert Mutchnick, Annie McCary, Cush Bhada, Lynn Jarrett, John Frankel, Ralph Engdahl, Nathaniel Lewis, Craig Wayne, Jim Cook, Mark Laws, Donna Rane-Szostak

Directors Absent: None

Staff Present: Jeff Parker, Siobhan Foster, Cindy Shoffeitt, and Grant Schultz

Others Present: None

1. Call Meeting to Order / Establish Quorum – President Mutchnick

President Mutchnick called the meeting to order at 9:32 a.m. and established that a quorum was present.

2. State Purpose of Meeting – President Mutchnick

President Mutchnick stated that the purpose of this meeting is to interview and appoint a VMS/Third Board representative.

3. Approval of the Agenda

By consensus, the agenda was approved without objection.

4. Introduce VMS/Third Board Candidates:

President Mutchnick introduced the candidates:
Harold Horne
Wei-Ming Tao

5. Candidate Statements, Interview and Vote for one VMS/Third Board Member (term ending in 2024 at the VMS Annual Meeting)

President Mutchnick gave each candidate three minutes to give an opening statement.

The Board asked the candidates questions.

President Mutchnick gave each candidate two minutes to give a closing statement.

President Mutchnick had Grant Schultz, Interim Corporate Secretary, explain the voting process.

The Board voted by secret ballot.

6. Counting of the Votes – Interim Corporate Secretary

Grant Schultz, Interim Corporate Secretary, tabulated the votes and verified the vote with Cindy Shoffeitt, Interim Assistant Corporate Secretary.

7. Announcement of Ballot Results – Interim Corporate Secretary

Grant Schultz, Interim Corporate Secretary, announced the ballot results:

Wei-Ming Tao: 9 Votes

Harold Horne: 2 Votes.

Wei-Ming Tao was appointed as the new VMS/Third Board Representative.

8. Adjournment

The meeting was adjourned at 12:54 p.m.



Lynn Jarrett, Secretary of the Board
Third Mutual Laguna Hills



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 21, 2021 - 9:30 a.m.
Laguna Woods Village Community Center
24351 El Toro Road
Laguna Woods, California**

Directors Present: Robert Mutchnick, Annie McCary, Craig Wayne, Ralph Engdahl, John Frankel, Cush Bhada, Jim Cook, Mark Laws, Nathaniel Ira Lewis, Donna Rane-Szostak, Lynn Jarrett

Directors Absent: None

Staff Present: Jeff Parker-CEO, Siobhan Foster-COO, Connie Habal, Eileen Paulin, Gavin Fogg, Richard de la Fuentes, Cindy Shoffeitt and Grant Schultz

Others Present:

1. Call meeting to order / Establish Quorum – President Mutchnick, Chair

President Mutchnick called the meeting to order at 9:30 a.m. and established that a quorum was present.

2. Pledge of Allegiance

Director Wayne led the Pledge of Allegiance.

3. Acknowledge Media

The media was acknowledged online and through Village Television.

4. Approval of Agenda

President Mutchnick asked for a motion to approve the agenda.

Director McCary made a motion to approve the agenda. Director Engdahl seconded the motion.

Hearing no other changes, President Mutchnick called for the motion passed without objection.

5. Approval of Minutes

- a. November 5, 2021 – Agenda Prep Meeting
- b. November 16, 2021 – Regular Board Meeting
- c. October 7, 2021 – 51st Organizational Meeting

President Mutchnick asked for a motion to approve the minutes.

Director Wayne made a motion to approve the minutes of October 7, 2021, Organizational Meeting, November 5, 2021---Agenda Prep Meeting, and the November 16, 2021—Regular Board Meeting. Director Engdahl seconded the motion and the motion passed without objection.

6. Report of the Chair

- President Mutchnick congratulated Siobhan Foster on being selected as new CEO and General Manager replacing Jeff Parker.
- Third Mutual hosting Town Hall tomorrow at Clubhouse 2 from 3 – 5 p.m. focusing on trash issue.

7. Update from the VMS Board

VMS Chair diLorenzo gave an update from the last VMS Board Meeting accompanied with a presentation:

- Three new directors joining VMS from each board: Leleng Isaacs (GRF), Manny Robledo (United), and Wei-Ming Tao (Third).
- Selected officers for VMS: Rosemaire diLorenzo as the Chair, Wei-Ming Tao as First Vice Chair and Diane Phelps as Second Vice Chair.
- Congratulated Siobhan Foster as new CEO
- New hires for following positions: General Services Director and Corporate Secretary; M&C Department Restructuring
- All Boards Training
- Community Services and Resales Increasing

8. Open Forum (Three Minutes per Speaker) - *At this time Members only addressed 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 to thirty minutes. A member can speak only once during the forum. Speakers may not give their time to other people, no audio or video recording by attendees, and no rude or threatening comments. Members an attend the meeting by joining the Zoom link <https://zoom.us/j/94899806730> or call 1 (699)900-6833 or email meeting@vmsinc.org to have your message read during the Open Forum.*

- A member commented on insurance and HOA fees
- A member commented on CC&R re-write for insurance
- A member commented on 2022 HOA packet
- A member commented on the work of The Foundation; financial help for those in need

- A member commented on CC&R's, HOA costs
- A member commented on reverse mortgage approval
- A member commented on minutes of November 16, 2021

9. Responses to Open Forum Speakers

- President Mutchnick responded on insurance for Third Mutual, governing documents, HOA fees
- Director Rane-Szostak commented on HOA fees and governing documents
- Director McCary commented on HOA fees and insurance
- Director Lewis commented on education and transparency of CC&R's and communication
- President Mutchnick commented on additional corporate secretary

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

CEO Jeff Parker reported on:

- COVID update: Guidance on face masks in the community center from December 15, 2021 - January 15, 2022. Hospitalization numbers are stable.
- General Services Director and Corporate Secretary hiring update

COO Siobhan Foster reported on:

- Village Decorating Program until December 22nd.
- Christmas tree curb pick-up
- Christmas holiday hours
- Lyft and Boost rides
- New Resident Orientations

11. Consent Calendar - *All matters listed under the Consent Calendar were recommended for action by committees and were enacted by the Board by one motion. Items removed from the Consent Calendar by members of the Board were moved for further discussion and action by the Board.*

President Mutchnick asked for a motion to move 11.d to Unfinished Business, 12.c.

Director Wayne motioned the approval of 11.b and c. Director Engdhal seconded the motion.

- a. Consistent with its statutory obligations the Board members individually reviewed Third Laguna Hills Mutual preliminary financials for the month of October 2021, 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. Recommend to Deny Tree Removal Request: 2394-1F Via Mariposa W. – One Red Bud tree

RESOLUTION 03-21-87

**Deny the Request
For Removal of One Red Bud Tree
2394-1F Via Mariposa W.**

WHEREAS, February 16, 2021, that the Board of Directors adopted Resolution 03-21-10 Tree Maintenance Policy which states:

“...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 shall not be removed to preserve, enhance or create a view.

- Trees which are damaging or will damage a structure, pose a hazard, diseased, in failing health or interfering with neighboring trees, will be considered for removal.
- Removal requests will be reviewed by a staff arborist and, if necessary, referred to the Committee...”

WHEREAS, on December 2, 2021, the Landscape Committee reviewed a request from the Member at 2394-1F to remove one Red Bud tree. The Member cited the reasons as overgrown and view obstruction and;

WHEREAS, the Committee determined that the tree does not meet the guidelines set forth in Resolution 03-21-10 and recommends denying the request for the removal of one Red Bud tree located at 2394-1F Via Mariposa W.

NOW THEREFORE BE IT RESOLVED, December 21, 2021, the Board of Directors denies the request for the removal of one Red Bud tree located at 2394-1F;

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

2. Recommend to Approve Tree Removal Request: 3421-3H Calle Azul – One Brisbane Box tree

RESOLUTION 03-21-88

**Approve the Request
For Removal of One Brisbane Box Tree
3421-3H Calle Azul**

WHEREAS, February 16, 2021, that the Board of Directors adopted Resolution 03-21-10 Tree Maintenance Policy which states:

“...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 shall not be removed to preserve, enhance or create a view.

- Trees which are damaging or will damage a structure, pose a hazard, diseased, in failing health or interfering with neighboring trees, will be considered for removal.
- Removal requests will be reviewed by a staff arborist and, if necessary, referred to the Committee...”

WHEREAS, on December 2, 2021, the Landscape Committee reviewed a request from the Member at 3421-3H to remove one Brisbane Box tree. The Member cited the reasons as structural damage and quality of life due to the lack of sunlight and;

WHEREAS, the Committee determined that the tree does meet the guidelines set forth in Resolution 03-21-10 and recommends approving the request for the removal of one Brisbane Box tree located at 3421-3H Calle Azul.

NOW THEREFORE BE IT RESOLVED, December 21, 2021, the Board of Directors approves the request for the removal of one Brisbane Box tree located at 3421-3H;

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

c. Recommendation from the Finance Committee

1. Recommendation to Approve a Resolution for Recording of Lien Against Member ID# 932-670-28

RESOLUTION 03-21-89

Recording of a Lien

WHEREAS, Member ID 932-670-28; 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, December 21, 2021, that the Board of Directors hereby approves the recording of a Lien for Member ID 932-670-28 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.

2. Recommendation to Approve a Resolution for Recording a Lien against Member ID # 931-590-95

RESOLUTION 03-21-90

Recording of a Lien

WHEREAS, Member ID 932-200-43; 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, December 21, 2021, that the Board of Directors hereby approves the recording of a Lien for Member ID 932-200-43 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.

3. Recommendation to Approve a Resolution for Recording a Lien against Member ID # 932-200-43

RESOLUTION 03-21-91

Recording of a Lien

WHEREAS, Member ID 931-590-95; 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, December 21, that the Board of Directors hereby approves the recording of a Lien for Member ID 931-590- 95 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.

d. Approve a Resolution to Update Committee Appointments

RESOLUTION 03-21-92

Third Mutual Committee Appointments

RESOLVED, December 21, 2021, that the following persons are hereby appointed to serve on the committees and services of this Corporation.

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

Architectural Standards and Control Committee

Robert Mutchnick, Chair

John Frankel

Ralph Engdahl

James Cook

Craig Wayne

Voting Advisors: Mike Butler and Mike Plean

Communications Committee

Annie McCary, Chair

Donna Rane-Szostak

Lynn Jarrett

James Cook

Mark Laws

Cush Bhada, Alternate

Executive Hearing Committee

Annie McCary, Chair

Ralph Engdahl, Co-Chair

Robert Mutchnick

John Frankel, Alternate

Mark Laws, ~~Alternate~~

Finance (Committee of the Whole)

Donna Rane-Szostak, Chair

Non-Voting Advisors: John Hess, Wei-Ming Tao

Investment Ad Hoc Committee

Robert Mutchnick
Craig Wayne
Donna Rane-Szostak

Garden Villa Recreation Room Subcommittee (Quarterly)

Lynn Jarrett, Chair
Donna Rane-Szostak
Nathaniel Ira Lewis
Voting Advisors: Martina Mangan, Sharon Molineri

Landscape Committee

Lynn Jarrett, Chair
Annie McCary, ~~Chair~~
Ralph Engdahl
Donna Rane-Szostak
Nathaniel Ira Lewis
Cush Bhada, Alternate
Non-Voting Advisor: Cindy Baker

Maintenance and Construction Committee

Ralph Engdahl, Chair
Robert Mutchnick
John Frankel
Craig Wayne
James Cook
Cush Bhada, Alternate
Non-voting Advisor – David Bienek, Judith Troutman

New Resident Orientation

Everybody Participates on a Rotating Basis

Water Conservation Committee (Quarterly)

Donna Rane-Szostak, Chair
John Frankel
Cush Bhada
Lynn Jarrett
Nathaniel Ira Lewis
Non-Voting Advisor: Lee Goldstein

Parking & Golf Cart Task Force

Cush Bhada, Chair

John Frankel
Mark Laws
Non-Voting Advisor: Hal Horne

Resident Policy and Compliance Committee

Robert Mutchnick, Chair
Cush Bhada
Lynn Jarrett
Mark Laws
Nathaniel Ira Lewis, Alternate
Non-Voting Advisors: Stuart Hack, Mary Seto

Energy Research Group

Ralph Engdahl
John Frankel
Nathaniel Ira Lewis
Non-Voting Advisors: Sue Stephens, Bill Walsh

RESOLVED FURTHER, that Resolution 03-21-84, adopted November 16, 2021, is hereby superseded and canceled; and,

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

RESOLUTION 03-21-93
GRF Committee Appointments

RESOLVED, December 21, 2021, that in compliance with Article 7, Section 7.3 of the Golden Rain Foundation Bylaws, the following persons are hereby appointed to serve on the committees of the Golden Rain Foundation:

Community Activities Committee

Annie McCary
Cush Bhada

Equestrian Center Ad Hoc Committee

Cush Bhada
Annie McCary

GRF Finance Committee

Donna Rane-Szostak
Mark Laws
Craig Wayne, Alternate

Purchasing Ad Hoc Committee (new)

Donna Rane-Szostak

Ralph Engdahl

Robert Mutchnick, Alternate

GRF Landscape Committee

Lynn Jarrett

Nathaniel Ira Lewis

Annie McCary, Alternate

GRF Maintenance and Construction Committee

Ralph Engdahl

James Cook

Cush Bhada, Alternate John Frankel, Alternate

Clubhouse Renovation Ad Hoc Committee

John Frankel

Ralph Engdahl

Cush Bhada, Alternate

GRF Media and Communications Committee

Annie McCary

James Cook

Lynn Jarrett, Alternate

Broadband Ad Hoc Committee

Lynn Jarrett

Annie McCary

Mobility and Vehicles Committee

James Cook

Cush Bhada

Security and Community Access Committee

Annie McCary

Craig Wayne

Donna Rane-Szostak, Alternate

Disaster Preparedness

John Frankel

Donna Rane-Szostak James Cook, Alternate

Laguna Woods Village Traffic Hearings

John Frankel

Mark Laws

Strategic Planning Committee

Robert Mutchnick

Nathaniel Ira Lewis

Budget Ad Hoc Committee

Robert Mutchnick

Annie McCary

Donna Rane-Szostak, Alternate

Trash Task Force

Craig Wayne

John Frankel, Alternate

IT Technology Advisory Committee (ITAC)

Lynn Jarrett

Mark Laws

RESOLVED FURTHER, that Resolution 03-21-85, adopted November 16, 2021, is hereby superseded and canceled; and

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

President Mutchnick asked for a motion to approve the Consent Calendar for items 11b. and 11c.

Director Wayne made a motion to approve the Consent Calendar. Director Engdahl seconded the motion and the motion passed without objection.

12. Unfinished Business

12a. Entertain a Motion to Approve the Contractor Violation Policy (**NOVEMBER Initial Notification—28-day notification for Member review and comment to comply with Civil Code §4360 has been satisfied**)

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

RESOLUTION 03-21-XX

Contractor Violation Policy

WHEREAS, the purpose of the Contractor Violation Policy is to enact a unilateral and unambiguous matrix of penalties for contractors who violate current Mutual rules and obligations or exceed the scope of approval for a project; and

WHEREAS, this pending Resolution would make the Contractor Violation Policy permanent and provide a clear template for invoking penalties, inclusive of temporary or potentially permanent suspension from work within Laguna Woods Village, reduction of MC lifespan to ninety (90) days with the possibility for an approved timeline extension; and

WHEREAS, the Third ACSC and Manor Alterations agree that the Contractor Violation Policy will be effective and both recommend the approval by the Third ACSC.

NOW THEREFORE, BE IT RESOLVED, on **December 21, 2021**, the Third Mutual Board hereby approve the Contractor Violation Policy as attached to these minutes; and;

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

Director Bhada made a motion to approve the Contractor Violation Policy. Director McCary seconded he motion.

Discussion ensued among the directors.

President Mutchnick called for the item to be sent back to Committee. Director Bhada moved to make the motion. Director McCary seconded the motion.

Hearing no objections, the motion to send the Contractor Violation Policy back to committee was approved by unanimous consent.

- 12b.** Entertain a Motion to Introduce a Revised Resolution for a Stepping Stones Policy and Guidelines (**OCTOBER Initial Notification—NOVEMBER sent back to Committee— Must postpone 28-days for Member review and comment to comply with Civil Code §4360**)

RESOLUTION 03-21-XX
Stepping Stone Policy and Guidelines

WHEREAS, on January 16, 2007, that the Board of Directors adopted Resolution 03-07-02 Approval to Revoke Alteration Standard Section 36 – Stepping Stones;

WHEREAS, Resolution 03-07-02, revoked the standard for stepping stones and required a variance application to the Architectural Committee;

WHEREAS, the Landscape Committee determined that stepping stones are temporary in nature and are placed within common area landscaping;

WHEREAS, the Landscape Committee determined that requiring a variance application is unduly burdensome for Members and the process could be simplified by use of the Landscape Request form.

NOW THEREFORE BE IT RESOLVED, January 18, 2021, the Board of Directors introduces the change from variance request to landscape request form and consideration thereof shall be performed by the Landscape Committee;

RESOLVED FURTHER, all new stepping stone installations shall be performed following the attached Stepping Stone Guidelines and all existing stepping stone installations not previously approved by Variance or Standard, shall be removed through the Compliance process or at Resale, whichever occurs first;

RESOLVED FURTHER, Resolution 03-07-02, adopted January 16, 2007, is hereby superseded in their entirety and no longer in effect;

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

Discussion ensued among directors.

President Mutchnick stated the resolution would now begin another 28-day review.

12c. Recommendation from the Architectural Controls and Standards Committee (Variance Request: 5560-A (Casa Lorenzo, Plan RC12) Kitchen Remodel with Structural Changes (2) Variance Request: 5417 (San Marco, Plan C12C_2) Master Bedroom Addition, New Win

Director Lewis motioned to approve by consent the recommendations from the Architectural Controls and Standards Committee for the variance requests. Director Cook seconded the motion.

The motion to approve as part of the consent calendar the two variances are approved.

RESOLUTION 03-21-94
Variance Request

WHEREAS, Ms. Susan Nam of 5560-A Via Portora, a Casa Lorenzo style unit, is requesting Board approval of a variance to install a kitchen remodel with structural revisions; and,

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected units November 16, 2021, 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 November 22, 2021.

NOW THEREFORE BE IT RESOLVED, on December 21, 2021, the Board of Directors hereby approves the request to install a kitchen remodel with structural revisions;

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 5560-A Via Portora and all future Mutual members at 5560-A Via Portora;

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

RESOLUTION 03-21-95
Variance Request

WHEREAS, Ms. Lisa Mills and Mr. Ron Phulps of 5417 Via Carrizo, a San Marco style unit, are requesting Board approval of a variance to install a master bedroom addition, new windows and skylights, third bathroom addition and interior remodel; and,

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected units November 16, 2021, 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 November 22, 2021.

NOW THEREFORE BE IT RESOLVED, on December 21, 2021, the Board of Directors hereby approves the request to a master bedroom addition, new windows and skylights, third bathroom addition and interior remodel;

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 5417 Via Carrizo and all future Mutual members at 5417 Via Carrizo;

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.

13. New Business

- 13a.** Entertain a Motion to Approve a Transfer of \$5 million from SunWest IntraFi Savings Account to an IntraFi Certificate of Deposit Account for a term of 1 year.

Director Cook made a motion to approve the transfer. Director Bhada seconded the motion.

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

14. Committee Reports

- 14a.** Report of the Finance Committee / Financial Report – Director Rane-Szostak gave the Treasurer’s Report. The committee met on December 7, 2021; next meeting January 4, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.

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

- 14b.** Report of the Architectural Controls and Standards Committee – Director Mutchnick gave an update from the last committee meeting. The committee met on November 22, 2021; next meeting December 27, 2021, at 9:30 a.m. in the Board Room and as a virtual meeting.

- 14c.** Report of the Communications Committee – Director McCary gave an update from the committee. The committee meeting on October 13, 2021 was canceled; next meeting is scheduled for January 12, 2022 at 1:30 p.m. in the Willow Room as a virtual meeting.

- 14d.** Report of the Maintenance and Construction Committee – Director Engdahl gave an update from the M&C Committee. The committee met on December 6, 2021; next meeting January 3, 2021, at 1:30 p.m. in the Board Room and as a virtual meeting.

- 1) Report of the Parking and Golf Cart Subcommittee – Director Bhada gave an update from the subcommittee. The subcommittee met on August 18, 2021; next meeting TBA.

- 2) Report of the Garden Villa Rec. Room Subcommittee – Director Jarrett gave an update from the subcommittee. The Garden Villas Rec. Room Subcommittee met on September 29, 2021; next meeting February 23, 2022, at 9:30 a.m. in the Board Room.

- 14e.** Report of the Landscape Committee – Director McCary gave an update from the Landscape Committee. The committee met on December 2, 2021; next meeting February 2, 2022, at 9:30 a.m. in the Board Room and as a virtual meeting.
- 14f.** Report of the Water Committee – Director Rane-Szostak gave an update on Water Conservation. The committee met on November 9, 2021; next meeting January 27, 2022, at 2:00 p.m. in the Board Room and as a virtual meeting.
- 14g.** Report of the Resident Policy and Compliance Committee – Director Mutchnick. The committee met on November 23, 2021; next meeting December 28, 2021 at 9:30 a.m. in the Board Room and as a virtual meeting.

15. GRF Committee Highlights

- 15a.** Community Activities Committee – Director McCary shared highlights from the last Community Activities Committee. The committee met on December 9, 2021; next meeting January 13, 2022, at 1:30 p.m. as a virtual meeting.
 - (1) Equestrian Center Ad Hoc Committee – Director Bhada shared highlights from the last committee meeting. The committee met on November 4, 2021; next meeting January 26, 2022 at 1:00 p.m. in the Board Room and as a virtual meeting.
- 15b.** GRF Finance Committee – Director Rane-Szostak shared highlights from the last committee meeting. The committee met on December 15, 2021; next meeting February 16, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
- 15c.** GRF Landscape Committee – Director Lewis. The committee met on December 8, 2021; next meeting February 9, 2022 at 1:30 p.m. in the Board Room and as a virtual meeting.
- 15d.** GRF Maintenance & Construction Committee – Director Engdahl shared highlights from the last committee meeting. The committee met December 8, 2021; next meeting February 9, 2022, at 9:30 a.m. in the Board Room and as a virtual meeting.
 - (1) Clubhouse Facilities Renovation Ad Hoc Committee – Director Engdahl shared highlights from the last committee meeting. The committee met on November 4, 2021; next meeting January 26, 2022, at 1:00 p.m. in the Board Room and as a virtual meeting.
- 15e.** Media and Communications Committee – Director McCary shared highlights from the last committee meeting. The committee met on November 17, 2021; next meeting January 17, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.

15f. Mobility and Vehicles Committee – Director Bhada. The committee met on December 1, 2021; next meeting February 2, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.

15g. Security and Community Access Committee – Director McCary shared highlights from the last committee meeting. The committee met on October 25, 2021; next meeting February 28, 2022 at 1:30 p.m. in the Board Room and as a virtual meeting.

(1) Disaster Preparedness Task Force – Director Rane-Szostak updated the board on the last task force meeting. The task force met on November 30, 2021; next meeting January 25, 2022, 9:30 a.m. in the Board Room and as a virtual meeting.

15h. Report of the Laguna Woods Village Traffic Hearings – Director Frankel reported on the last traffic hearings held on December 15, 2021; next meeting January 19, 2022 at 9 a.m. as a virtual meeting.

15i. Report of the GRF Strategic Planning Ad Hoc Committee – Director Mutchnick shared highlights from the last committee meeting. The committee met on June 28, 2021; next meeting January 10, 2022 in the Board Room and as a virtual meeting.

15j. Report of the Trash Task Force – Director Wayne commented about the increase in trash fees.

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

- a. Resident Suggestion Program
- b. Alterations Review
- c. Presentation from El Toro Water District

17. Director's Comments

- Director Jarrett commented on insurance and Fannie Mae, reverse mortgages and consent calendar.
- Director Bhada Congratulated Siobhan Foster and wished all a happy holiday season.
- Directors wished happy holidays to all.
- COO Foster commented on head shot quotes she is gathering.

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

The meeting was recessed into closed session at 11:58 a.m.

19. Adjournment

The meeting was adjourned at 2:46 p.m.



Lynn Jarrett, Secretary of the Board
Third Mutual Laguna Hills

RESOLUTION 03-22-XX

Approve the Request For Removal of One Red Iron Bark Tree 5473-C Paseo Del Lago E.

WHEREAS, February 16, 2021, that the Board of Directors adopted Resolution 03-21-10 Tree Maintenance Policy which states:

“...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 shall not be removed to preserve, enhance or create a view.

- Trees which are damaging or will damage a structure, pose a hazard, diseased, in failing health or interfering with neighboring trees, will be considered for removal.
- Removal requests will be reviewed by a staff arborist and, if necessary, referred to the Committee...”

WHEREAS, on December 6, 2021, the Landscape Committee reviewed a request from the Member at 5473-C to remove one Red Iron Bark tree. The Member cited the reasons as structural damage;

WHEREAS, the Committee determined that the tree does meet the guidelines set forth in Resolution 03-21-10 and recommends approving the request for the removal of one Red Iron Bark tree located at 5473-C Paseo Del Lago E.

NOW THEREFORE BE IT RESOLVED, January 18, 2022, the Board of Directors approves the request for the removal of one Red Iron Bark tree located at 5473-C;

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 03-22-XX

**Deny the Request
For Removal of One Rusty Leaf Fig Tree
3047-P Via Serena S.**

WHEREAS, February 16, 2021, that the Board of Directors adopted Resolution 03-21-10 Tree Maintenance Policy which states:

“...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 shall not be removed to preserve, enhance or create a view.

- Trees which are damaging or will damage a structure, pose a hazard, diseased, in failing health or interfering with neighboring trees, will be considered for removal.
- Removal requests will be reviewed by a staff arborist and, if necessary, referred to the Committee...”

WHEREAS, on December 6, 2021, the Landscape Committee reviewed a request from the Member at 3047-P to remove one Rusty Leaf Fig tree. Due to the proximity to the residence, the Member cited the reason as continual dropping of seeds;

WHEREAS, the Committee determined that the tree does not meet the guidelines set forth in Resolution 03-21-10 and recommends denying the request for the removal of one Rusty Leaf Fig tree located at 3047-P Via Serena S.

NOW THEREFORE BE IT RESOLVED, January 18, 2022, the Board of Directors denies the request for the removal of one Rusty Leaf Fig tree located at 3047-P;

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 03-22-XX

Approve the Request For Removal of Brazilian Pepper Tree 3154-B Alta Vista

WHEREAS, February 16, 2021, that the Board of Directors adopted Resolution 03-21-10 Tree Maintenance Policy which states:

“...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 shall not be removed to preserve, enhance or create a view.

- Trees which are damaging or will damage a structure, pose a hazard, diseased, in failing health or interfering with neighboring trees, will be considered for removal.
- Removal requests will be reviewed by a staff arborist and, if necessary, referred to the Committee...”

WHEREAS, on December 6, 2021, the Landscape Committee reviewed a request from the Member at 3154-B to remove one Brazilian Pepper tree. The Member cited the reasons as previous structural damage and threat of failing limbs;

WHEREAS, the Committee determined that the tree does meet the guidelines set forth in Resolution 03-21-10 and recommends approving the request for the removal of one Brazilian Pepper located at 3154-B Alta Vista.

NOW THEREFORE BE IT RESOLVED, January 18, 2022, the Board of Directors approves the request for the removal of one Brazilian Pepper tree located at 3154-B;

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 03-22-XX

Deny the Request For Removal of Three King Palm Trees 3160-D Alta Vista

WHEREAS, February 16, 2021, that the Board of Directors adopted Resolution 03-21-10 Tree Maintenance Policy which states:

“...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 shall not be removed to preserve, enhance or create a view.

- Trees which are damaging or will damage a structure, pose a hazard, diseased, in failing health or interfering with neighboring trees, will be considered for removal.
- Removal requests will be reviewed by a staff arborist and, if necessary, referred to the Committee...”

WHEREAS, on December 6, 2021, the Landscape Committee reviewed a request from the Member at 3160-D to remove three King Palm trees. The Member cited the reasons as potential structural damage and litter/debris;

WHEREAS, the Committee determined that the trees do not meet the guidelines set forth in Resolution 03-21-10 and recommends denying the request for the removal of three King Palm trees located at 3160-D Alta Vista.

NOW THEREFORE BE IT RESOLVED, January 18, 2022, the Board of Directors denies the request for the removal of three King Palm trees located at 3160-D;

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 03-22-XX

**Deny the Request
For Off-Schedule Trimming of
One Rusty Leaf Fig Tree
4007-1C Calle Sonora Oeste**

WHEREAS, on December 6, 2021, the Landscape Committee reviewed a request from the Member at 4007-1C for the off-schedule trimming of one Rusty Leaf Fig tree. The Member cited the reasons as the tree is overgrown, badly damaged, and resident doesn't believe the tree has been properly maintained;

WHEREAS, the Committee determined that the tree does not have any damaged branches or deadwood that would require an off-schedule trimming and, therefore, recommends denying the request for the off-schedule trimming of one Rusty Leaf Fig tree located at 4007-1C Calle Sonora Oeste.

NOW THEREFORE BE IT RESOLVED, January 18, 2022, the Board of Directors denies the request for the off-schedule trimming of one Rusty Leaf Fig tree located at 4007-1C;

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 03-22-XX

**Deny the Landscape Revisions Request
5209 Avenida Despacio**

WHEREAS, on January 6, 2022, the Landscape Committee reviewed a request from the Member at 5209 for landscape revisions adjacent to their manor; to have permission to return painted stones which were removed at the request of the Compliance Department due to the fact that the stones' location violates Mutual policies. The Member cited the reason for returning the stones to their former location as resident preference;

WHEREAS, the Committee recommends denying the request for this landscape revision located at 5209 Avenida Despacio.

NOW THEREFORE BE IT RESOLVED, January 18, 2022 the Board of Directors denies the request for a landscape revision of permission to return painted stones to their previous location adjacent to the manor at 5209;

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 03-22-XX

Approve the Landscape Revisions Request 5423 Calle Carmenita

WHEREAS, on January 6, 2022, the Landscape Committee reviewed a request from the Member at 5423 for landscape revisions to their manor, at their expense. The Member cited the reasons as resident preference;

WHEREAS, the Committee recommends approving the request for landscape revisions, at the Member's expense, located at 5423 Calle Carmenita, with the following conditions:

1. All costs for design, construction, and maintenance of the improvement are the responsibility of the Property's Member Owner at 5423.
2. All materials and installation shall be approved by the Landscape Department prior to start of work.
3. The requesting Member understands that only the approved plant material may be planted and, per Mutual Policy, no vegetables or fruits may be planted.
4. The requesting Member understands that the area will remain Common Area subject to the use and passage of all members of Third Mutual.

NOW THEREFORE BE IT RESOLVED, January 18, 2022, the Board of Directors approves the request for landscape revisions, at the Member's expense, at 5423;

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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STAFF REPORT

DATE: January 18, 2022
FOR: Board of Directors
SUBJECT: Variance Request: Mr. Steve Grogan of 5063 Avenida Del Sol (Villa Terraza, Plan C10RC_1) New Laundry Room in the Garage and a Master Bathroom Extension.

RECOMMENDATION

The Third ACSC recommends the Board approve the request for a new laundry room in the garage and a master bathroom extension with the conditions stated in Appendix A.

BACKGROUND

Mr. Steve Grogan of 5063 Avenida Del Sol, a Villa Terraza style manor, requests Board approval of a variance for a 5063 for a new laundry room in the garage and a master bathroom extension.

Due to there being no existing Standard plan for the proposed alterations, Staff seeks Board approval prior to issuing a Mutual Consent for the alterations.

Plans and specifications have been submitted for review (Attachment 1).

DISCUSSION

Mr. Steve Grogan is proposing to add on to the master bedroom, extending the bedroom into the side patio and incorporating access to the garage through a laundry room.

Both the master bathroom extension and the new laundry room are extending into exclusive-use common area. Per current common area usage policy, no new alterations may be approved on the common area portion of land. Therefore the new additions shall be limited to the original construction exclusive-use common area limits (Appendix B). The fence shall remain as defined by the original construction exclusive-use common area limits (Appendix B).

The portion of the existing slabs to be occupied by the room additions shall be demolished and replaced with a new slab, footings, and moisture barrier per the current building code, to match the existing interior floor slab elevation. An overpour will not be allowed.

Structural drawings will be submitted for review prior to issuance of the Mutual Consents for Demolition and Alteration. Specifically, cutting of roof trusses to accommodate the addition will not be allowed. The existing trusses are to remain intact. See Conditions of Approval item 13. Additionally, the structural tie-in of the bathroom extension and the laundry room shall be addressed on the structural drawings.

Additionally, no alterations shall be allowed beyond the original construction exclusive-use common area limitations per original tract map as shown in Appendix B. See Conditions of Approval items 14 and 15. Per the provided drawings, the extension is 14'-9" wide by 6'-8". The addition will also incorporate a new 5'x4' egress window to the side and a new 3'x4' window to the rear.

All walls to be demolished shall be verified to be non-bearing prior to demolition. Structural drawings and calculations shall be required for the remodel.

Currently, there are no Mutual Consents open for the manor.

Staff recommends approval from the Board regarding the variance request for the following reasons. Mr. Steve Grogan has submitted architectural drawings for the proposed alteration for review. As indicated on the plans, additions are contained by the original construction exclusive-use common area limits as shown in Appendix B. The remodel should not cause a significant change to existing drainage, landscaping, or similar issues related to common area maintenance.

As part of the remodel, the existing plumbing lines need to meet size and slope fall of current code to accommodate any additional loads from new appliances and fixtures.

A City of Laguna Woods building permit final inspection would verify compliance with all applicable building codes.

A Neighbor Awareness Notice was sent to Units 5062, 5064, 5047, 5046, and 5045 on December 13, 2021 due to sharing common walls, having line of sight, or being potentially affected during construction.

At the time of writing the report, there have been no responses to the Neighbor Awareness Notices.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 5063.

Prepared By: Richard de la Fuente, Alterations Inspector II

Prepared By: Gavin Fogg, Inspections Supervisor

Robbi Doncost, Manor Alterations Manager

ATTACHMENT(S)

Appendix A:	Conditions of Approval
Appendix B:	Tract Map
Attachment 1:	Scope
Attachment 2:	Variance Application
Attachment 3:	Photos
Attachment 4:	Map
Attachment 5:	Resolution 03-22-XX

APPENDIX A CONDITIONS OF APPROVAL

APPENDIX A

CONDITIONS OF APPROVAL

1. No improvement shall be installed, constructed, modified or altered at unit 5063, ("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 5063 for a new laundry room in the garage and a master bathroom extension, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
3. Member Owner hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 5063 and all future Mutual members at 5063.
5. Member Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, and use of Mutual property for storage of equipment or materials without prior approval. Member Owner acknowledges and agrees that all such persons are his/her invitees. Member Owner shall be responsible for

informing all his/her invitees of the Mutual's Rules and Regulations.

6. Member Owner shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment, traffic or other charge levied in connection therewith.
7. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com/residents/resident-services> and click on documents and Business Pass Application Instructions) in place to admit contractors and other invites.
8. Member Owner's contractors and other invitees shall have business signage on vehicles and travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
9. Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
10. Member Owner(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized "Recordable Common Area Agreement" for a proposed improvement that would utilize any portion of the Mutual's Common Area. Prior to the issuance of a Mutual Consent for Manor Alterations, that "Recordable Common Area Agreement" must be filed with the Orange County Clerk/Recorder.
11. A City of Laguna Woods permit is required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a Mutual Consent for 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.
12. 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.

13. Prior to the Issuance of a Mutual Consent for Manor Alterations, the Member Owner must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed. The inspection will be a chargeable service to the Member Owner. Inspection appointments are to be made with Resident Services, by authorized persons only. Findings from the video inspection will be recorded on the chargeable service ticket for Manor Alterations staff to review.
14. Prior to the Issuance of a Mutual Consent for Alternations, if required, the Manor Owner shall verify with Plumbing if the manor plumbing has been treated with an ePIPE Epoxy Barrier, to assure that Mutual property is appropriately addressed during construction. Any repair or connection to the epoxy coated pipe should be performed in such a manner that the repair or the remodel of the existing system does not damage the epoxy barrier. Before repairing or remodeling any ACE Duraflo epoxy barrier, call 800-359-6369 to ensure the proper technique is used for the specific repair or remodel.
15. 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.
16. Prior to the issuance of a Mutual Consent for Manor Alterations, the Member Owner shall request a Landscape Department inspection in order to assure all landscape irrigation, and drainage modifications associated with the improvements are identified and completed by the Landscape Department at the expense of the Member Owner. All gutter drainage shall be directed away from structures, free standing walls, foundations, and pedestrian walkways.
17. Prior to the issuance of a Mutual Consent for Manor Alternations, the Member Owner shall request a Maintenance and Construction Department inspection to assure that Mutual property is appropriately addressed during construction.
18. 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.

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. This approval does not change the number of bedrooms or the original maximum occupants permitted in the Unit.
21. Any piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations through framing.
22. Paver install must be set in compacted subgrade.
23. 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.
24. 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.
25. 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.
26. 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.
27. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
28. 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.
29. 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

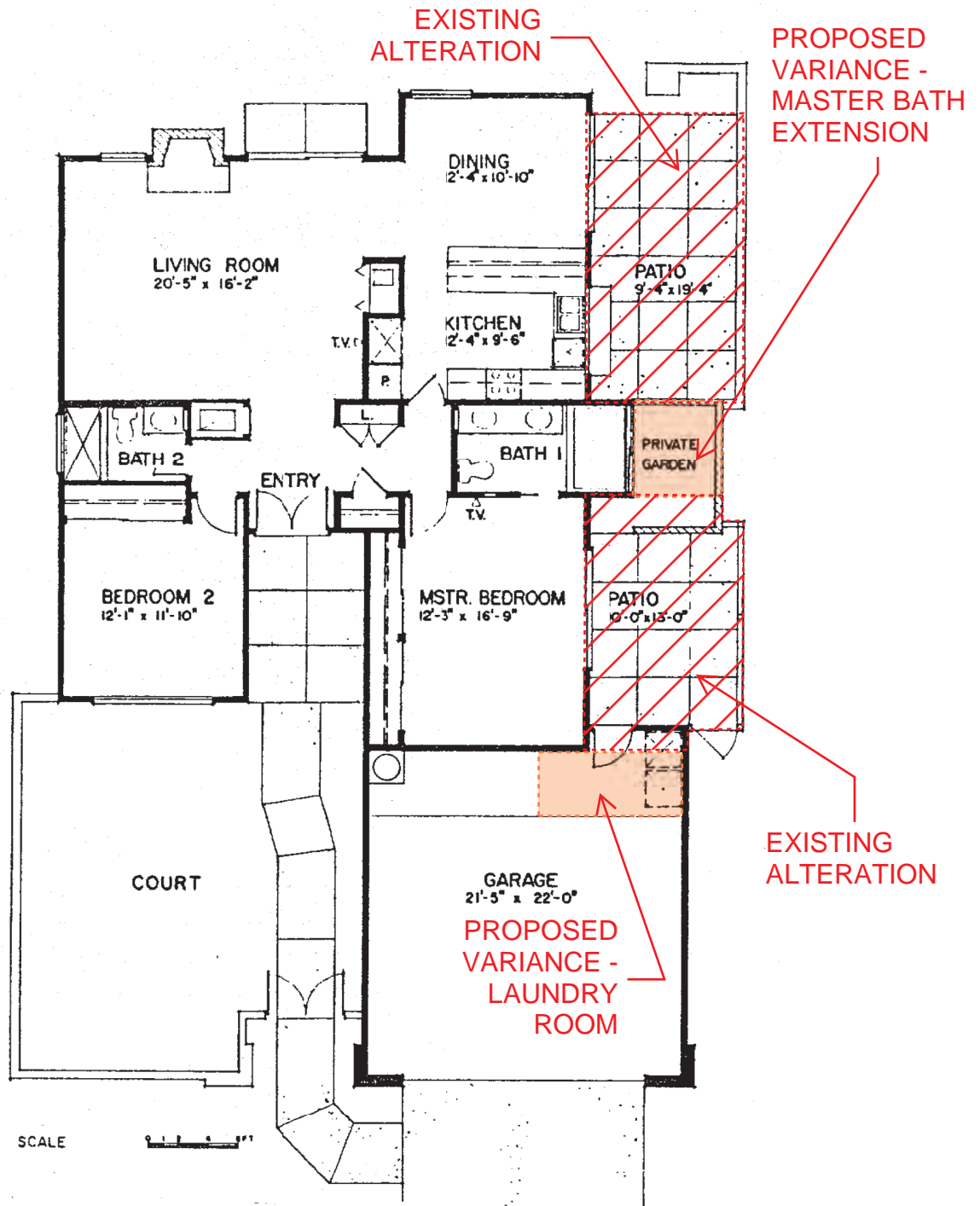
legal remedy.

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

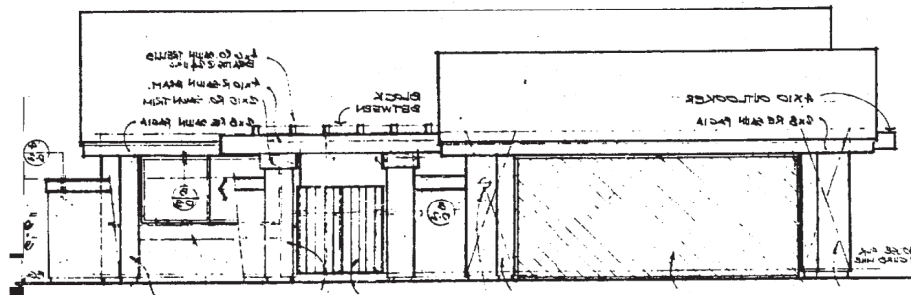
PROPOSED
LAUNDRY
ROOM (IN
- EXCLUSIVE-
USE
COMMON
AREA)

EXCLUSIVE-USE
COMMON AREA
(YELLOW AREA)

PLAN C10RC



FLOORPLAN C10RC



FRONT ELEVATION C10RC

Columbia/Villa Terraza(C10)

Agenda Item # 12c(1)

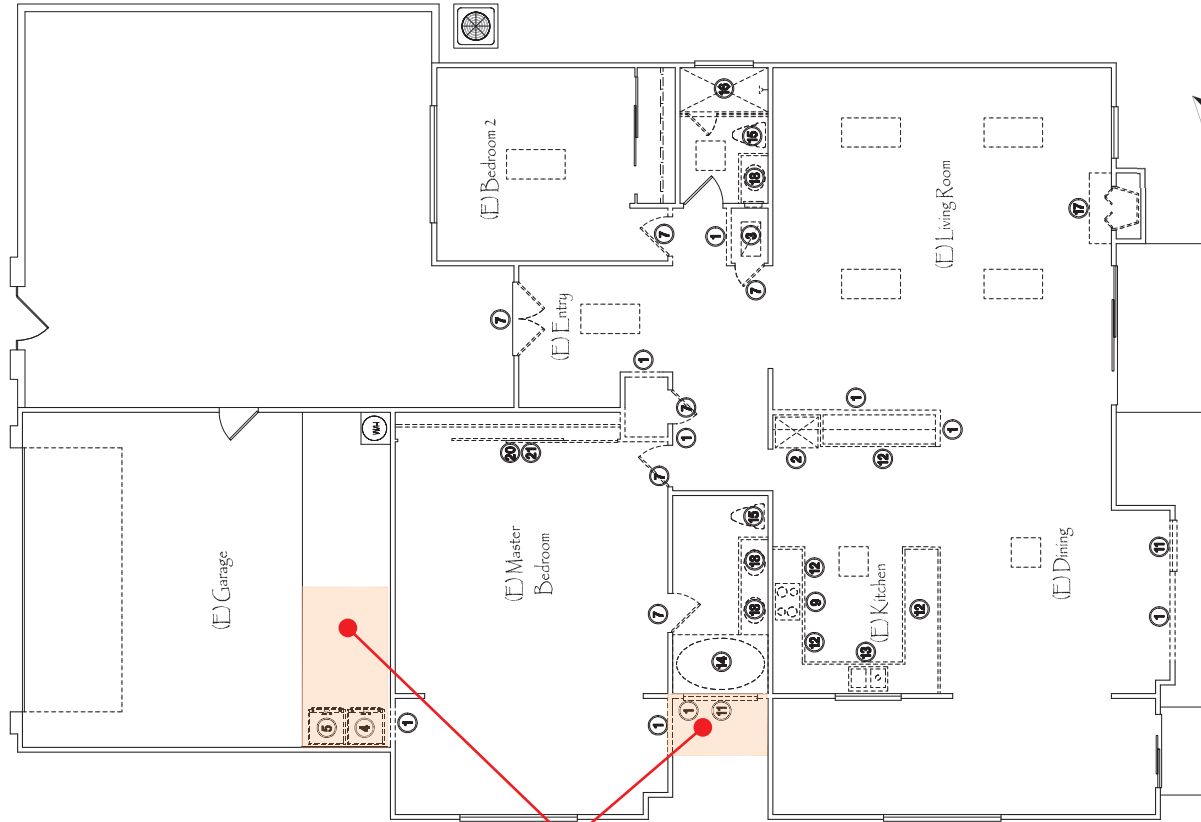
ATTACHMENT 1 SCOPE OF WORK

STEVE GROGAN
5063 AVENIDA DEL SOL
LAGUNA WOODS, CA 92637

A1

- 1 Remove Wall
- 2 Remove Refrigerator Space
- 3 Remove FAU
- 4 Remove Washer
- 5 Remove Dryer
- 6 Remove Door
- 7 Remove Drop-In Stove
- 8 Remove Window
- 9 Remove Upper & Lower Cabinets
- 10 Remove Double Sink
- 11 Remove Tub
- 12 Remove Water Closet
- 13 Remove Walk-In Shower
- 14 Remove Fireplace
- 15 Remove Laundry
- 16 Remove Shelf & Falc
- 17 Remove B/F Pass Door
- 18
- 19
- 20
- 21
- 22

FLOOR PLAN KEY	
	DEM'D DROP CEILING
	NEW PART OF SCOPE OF WORK
	DEM'D WALL
	EXISTING WALL TO REMAIN
	NEW WALL



AREA OF VARIANCE

EXISTING/DEMO PLAN

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

A2

STEVE GROGAN
5063 AVENIDA DEL SOL
LAGUNA WOODS, CA 92637

design
ESPAR ESPARZA

DATE: 12/17/2021

FLOOR PLAN NOTES

- 1. ALL INTERIOR DOORS TO BE 3'-0" MIN. CLEARANCE TO THE TOP OF THE DOOR FRAME. DOORS TO BE 2'-0" MIN. CLEARANCE TO THE TOP OF THE DOOR FRAME. DOORS TO BE 2'-0" MIN. CLEARANCE TO THE TOP OF THE DOOR FRAME.
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- 10. ALL INTERIOR DOORS TO BE 3'-0" MIN. CLEARANCE TO THE TOP OF THE DOOR FRAME. DOORS TO BE 2'-0" MIN. CLEARANCE TO THE TOP OF THE DOOR FRAME. DOORS TO BE 2'-0" MIN. CLEARANCE TO THE TOP OF THE DOOR FRAME.

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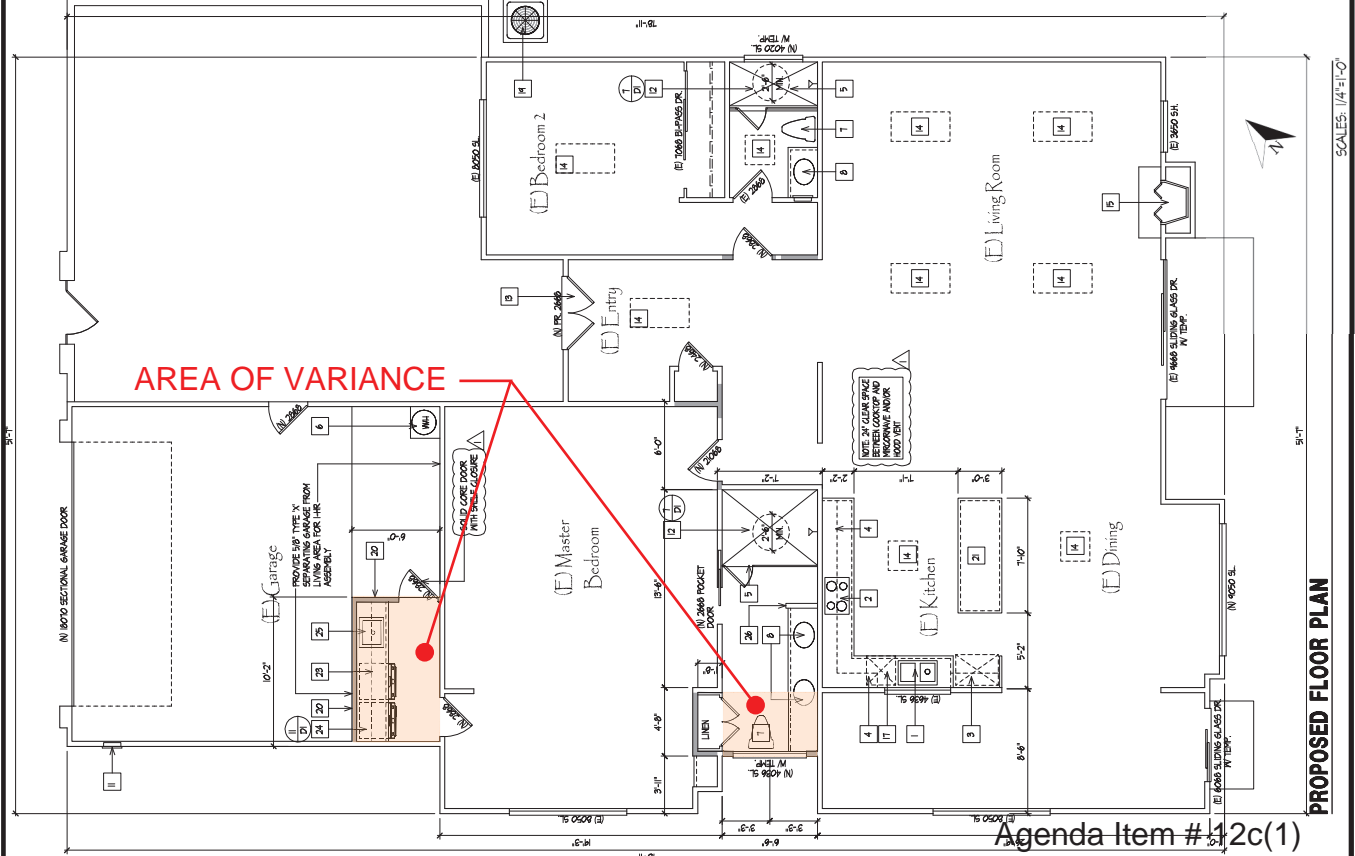
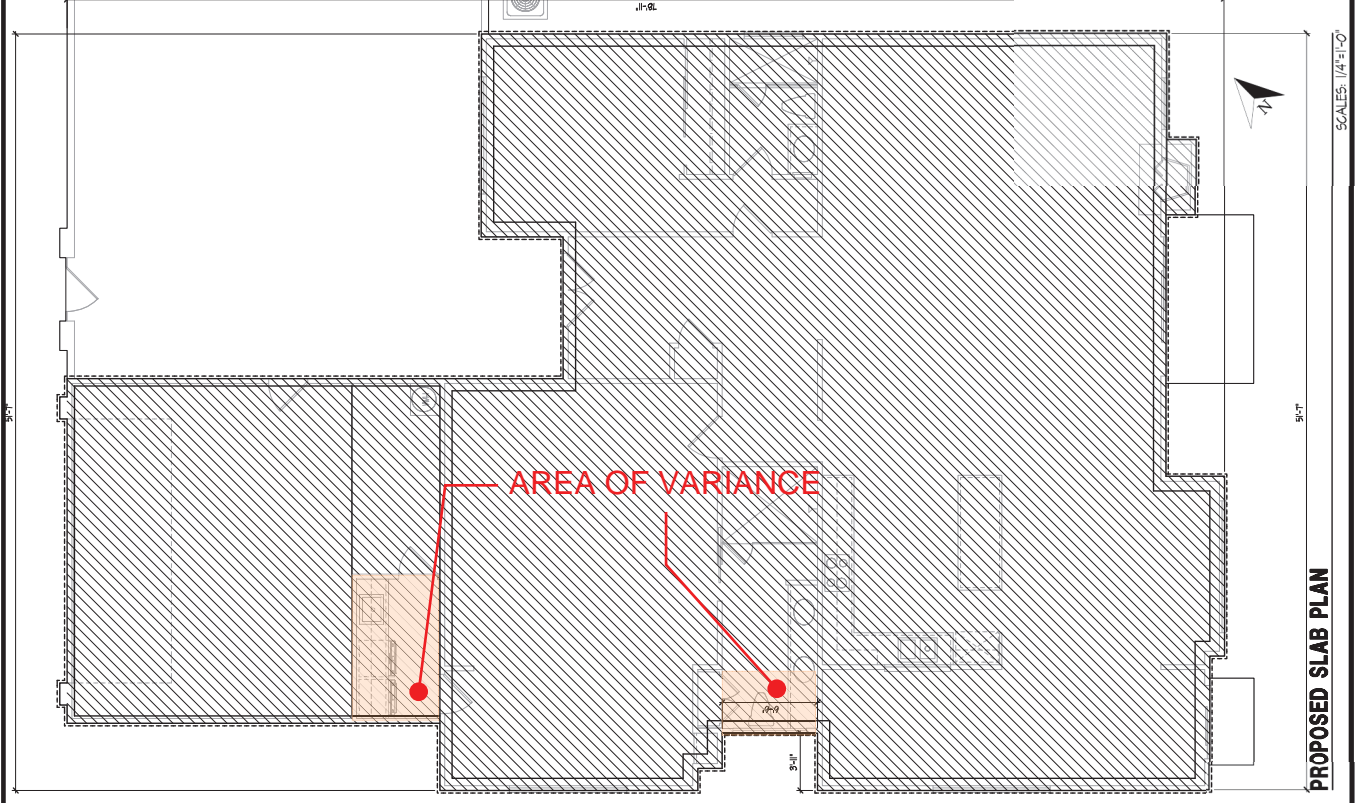
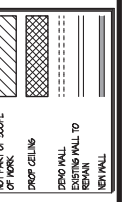
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SQUARE FOOTAGE
EXISTING SQ. FT. 1840 SQ. FT.
PROPOSED ADDITION 61 SQ. FT.
TOTAL SQ. FT. 1901 SQ. FT.

GENERAL PLAN NOTES
1. ALL INTERIOR DOORS TO BE 3'-0" MIN. CLEARANCE TO THE TOP OF THE DOOR FRAME. DOORS TO BE 2'-0" MIN. CLEARANCE TO THE TOP OF THE DOOR FRAME. DOORS TO BE 2'-0" MIN. CLEARANCE TO THE TOP OF THE DOOR FRAME.



Agenda Item #12c(1)

UTILITY SYMBOLS

- [illegible]

ELECTRICAL NOTES

- [illegible]

ROOF NOTES

- ROOF SLOPES: $14^{\circ} = 9^{\circ}$
ROOF MATERIAL: BALL ON ASPHALT
ROOF COVERING: MFR. MONER "LETITIE" C280 4265
APPROVED EQUAL ROOF MATERIAL SHALL BE CLASS 1
FIRE RETARDANT.
LINE 46 STOP/CHANGE

ATTIC VENT CALCULATIONS

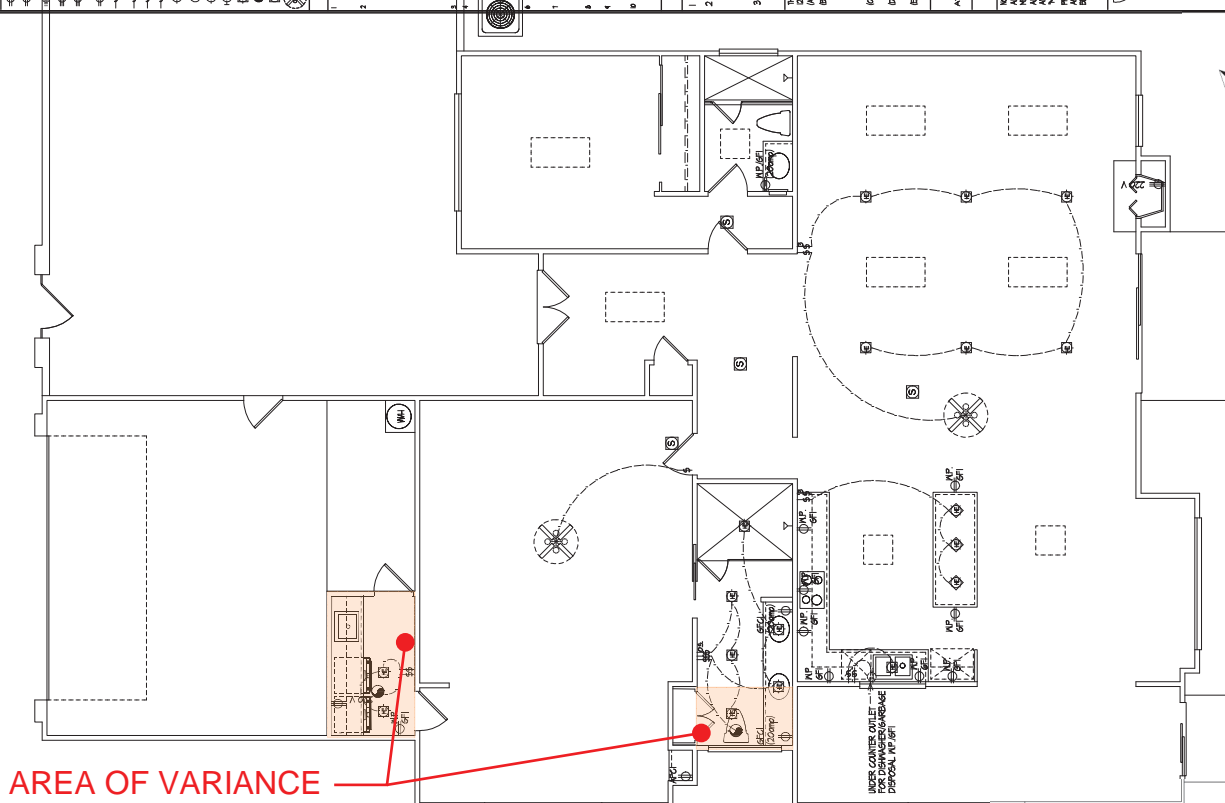
- 1) NET FREE VENTILATION CALCULATIONS PER C.B.G. SECTION 0302 AS FOLLOWS
- 1) ATIC AREA (SOURCE FEET)
- 1) DIVIDE (1) BY 50K/1000 F VAPOR RETARDER IS PROVIDED AT MIN. SLOPE PER C.B.G. SEC. 0302.3 AND MULTIPLY BY 144 TO CALCULATE THE TOTAL REQUIRED NET FREE VENTILATING AREA IN SQUARE INCHES.
- SEE GENERAL NOTE DEFINITION & SECTION A
- 1) TOTAL SQUARE INCHES OF NET FREE VENTILATING AREA PROVIDED BY GABLE END VENTS
- 1) TOTAL SQUARE INCHES OF NET FREE VENTILATING AREA PROVIDED BY ROOF VENTILATORS

A	B	C	D
ATTIC AREA	REQUIRED VENTING	GABLE END VENTS	ROOF VENTS
FT ²	IN. ²	IN. ²	HIGH IN. LOW

ALL VENT OPENINGS SHALL BE COVERED IN A CORROSION RESISTANT METAL SHEET.

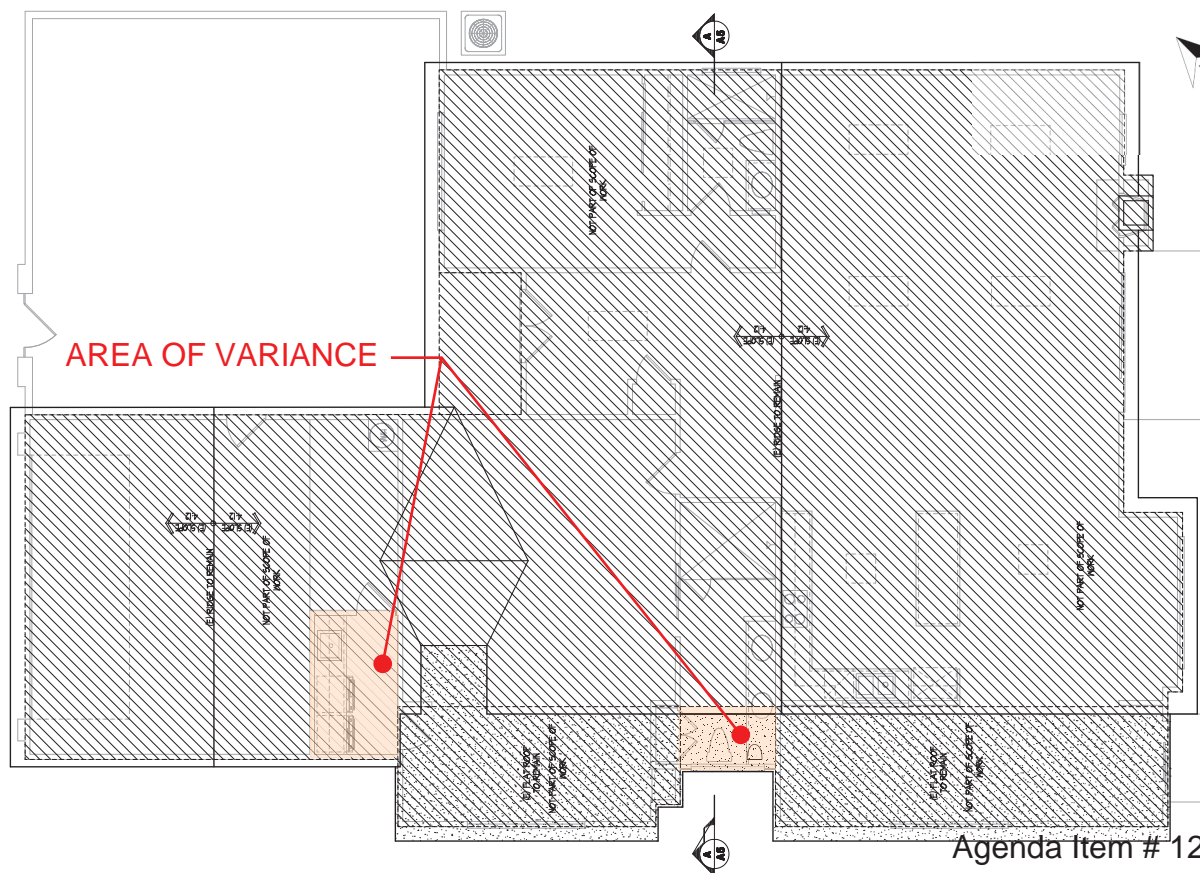
ATTIC VENTS

- IF DOWA DOWNS VEST PROVIDES DO NOT MEET FLUORAN POLYESTER
- FLOOR PLAN KEY
- DENZO DROP CEILING
- NOT PART OF SCOPE OF WORK
- DROP CEILING
- DENZO HALL EXISTING WALL TO REPAIR



PROPOSED UTILITY PLAN

SCALES: $1/4^{\circ} = 1'-0"$

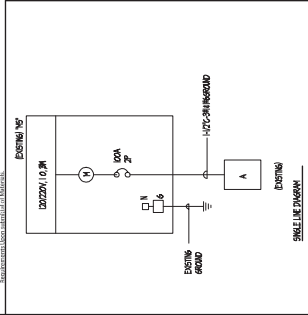


PROPOSED ROOF PLAN

SCALES: $|4^8| = |-0^8|$

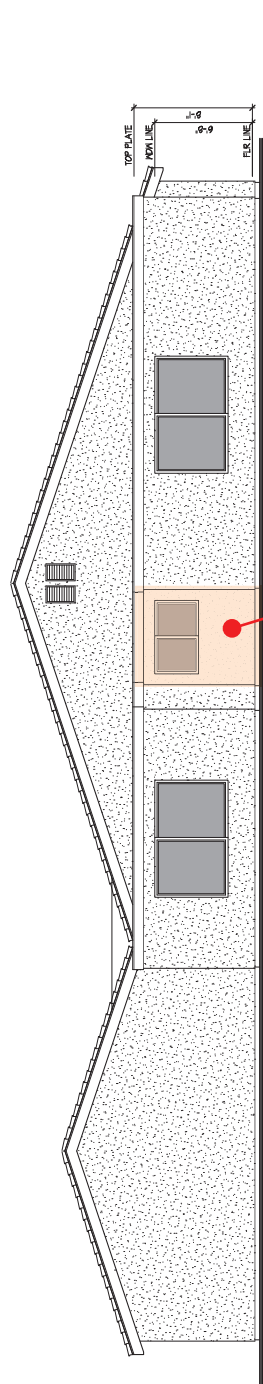
ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	EXISTING ROOF AREA	50	SQ. FT.		
2	REPLACE ROOF AREA	20	SQ. FT.		
3	EXISTING ROOF AREA	20	SQ. FT.		
4	REPLACE ROOF AREA	20	SQ. FT.		
5	EXISTING ROOF AREA	20	SQ. FT.		
6	REPLACE ROOF AREA	20	SQ. FT.		
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20	REPLACE ROOF AREA	20	SQ. FT.		

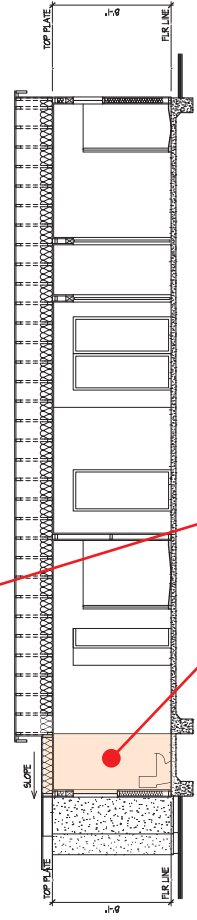


1	EXISTING ROOF AREA	50	SQ. FT.		
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18	REPLACE ROOF AREA	20	SQ. FT.		
19	EXISTING ROOF AREA	20	SQ. FT.		
20	REPLACE ROOF AREA	20	SQ. FT.		



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



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

AREA OF VARIANCE

ELEVATION FINISHES
AND COLORS SHALL
BE PAINTED TO MATCH
EXISTING



Laguna Woods Village

ATTACHMENT 2
APPLICATION

MANOR # 5063

☐ ULWM☒ TLHM

Variance Request Form

SA 21595921

Model: Villa Tereza	Plan:	Date: 07-01-2021
Member Name: Steve Grogan	Signature <u>Steve Grogan</u> <small>Steve Grogan (SA 172081 11 53 C01)</small>	
Phone: [REDACTED]	Email: [REDACTED]	
Contractor Name/Co: FHI Constructions Inc.	Phone: [REDACTED]	Email: [REDACTED]

Description of Proposed Variance Request ONLY:

Create a new laundry room with two separate entry doors and a new laundry sink in the room based on the City approved plan.

Extend out portion of Master bathroom into the sideyard by demolishing and reframing the walls, roofing and ceiling in the area based on the City approved plan.

Dimensions of Proposed Variance Alterations ONLY:

Laundry room: 10'-2" x 6'-0"

Extended Bathroom area: 6'-0" x 7'-8"

FOR OFFICE USE ONLY

RECEIVED BY: al DATE RECEIVED: 7/1/21 Check# _____ BY: _____

Alteration Variance Request**Check Items Received:**

- ☐ Drawing of Existing Floor Plan
- ☐ Drawing of Proposed Variance
- ☐ Dimensions of Proposed Variance
- ☐ Before and After Pictures
- ☐ Other: _____

Complete Submittal Cut Off Date: 7-22-21**Meetings Scheduled:**

Third AC&S Committee: 8-23-21

United AC&S Committee: 9-

Board Meeting: 9-21-21

☐ Denied☐ Approved☐ Tabled☐ Other _____

Steve Grogan
5063 Avenida Del Sol
Laguna Woods Village

Dear Board Members

I would like to request that this statement be attached and presented along with the variance request form that has been filed (July 1st, 2021) and will I presume will be looked at by the Third Mutual board members either this month or next. Obviously due to Covid I cannot be physically present in front of the board members to explain the reasons for our home variance request.

I would like to start by saying the following, and please bear with me if this statement appears somewhat lengthy but this variance request approval is very important to my wife and I.

My wife and I very much look forward to being a part of the Laguna Woods Village community. We have spent several years looking for a community that we would be happy living in and we both believe we have found it. We have friends who have lived in Laguna Woods for 20+ years and state that it was the best move they ever made. As an aside, we feel that in some ways we are already actively involved in the community, having just voted (yes) for the first time, concerning new insurance rate estimates involving Third Mutual homes.

In requesting approval of the variances for our home we would like to state what our intent was in purchasing the home. It was not to flip or remodel for any monetary gain. We plan on this being our home for the rest of our lives, for whatever time that may be. So you can understand why we want so much that our home is comfortable to live in.

Having previously served as a board member on an HOA I understand the importance of scrutinizing architectural change requests put forward by residents. We only approved such requests if we felt that it would not only improve the residence in question but also the neighborhood as a whole.

Our rationale for requesting the variances to our home are as follows:

As far as the request for a laundry room within the unit, we got the idea from a home we visited in August 2019 in Laguna Woods Village. The home we later purchased was the exact same floor model that we had went into in August 2019 (5176 Calzado), with a door leading into a laundry room off of a master bedroom extension (which we also have) and an exit door from the laundry room into the garage. When we purchased our home we immediately remembered that home and thought let's do exactly the same thing as they had been allowed to do.

The other area of our home that we have requested a variance for includes a remodel of our master bathroom. When we first visited the home, we were a little concerned that the indented area on the side of our house where the master bathroom is presently located, has in our view, both privacy and security issues, which we feel should not be easily dismissed. After speaking to different residents in Laguna Woods we remain confused as to whether, the indented area on the side of our house is a common area managed by the Third Mutual, or it may be an area belonging to the unit itself, not part of the common area, or it could possibly be a common area that has been grandfathered in previously allowing for use by the homeowner. We believe that this variance approval will make the interior of the home a lot more functional with a larger master bathroom and at the same time make that side of the house cosmetically better in appearance with one straight wall the whole length, and also eliminating as we said before any privacy and security issues. If any board member would like to see the side area in question prior to their decision, please feel free to inspect it, or have somebody designated by you to do so.

In closing, my wife and I hope that the board will take into consideration everything that I have said here. I apologize for it being pretty lengthy but I hope that the board realizes that it would very disappointing and upsetting to us if the variance requests were denied. As I stated previously in this letter we still remain very confused, and have realized that we may need to seek out a person or entity that have some expertise in such things as this.

Yours Sincerely,
Steve Grogan

ATTACHMENT 3
PHOTOS



FRONT OF RESIDENCE



COMMON AREA AT SIDE OF GARAGE



COMMON AREA AT PRIVATE GARDEN



PRIVATE GARDEN - ROOF

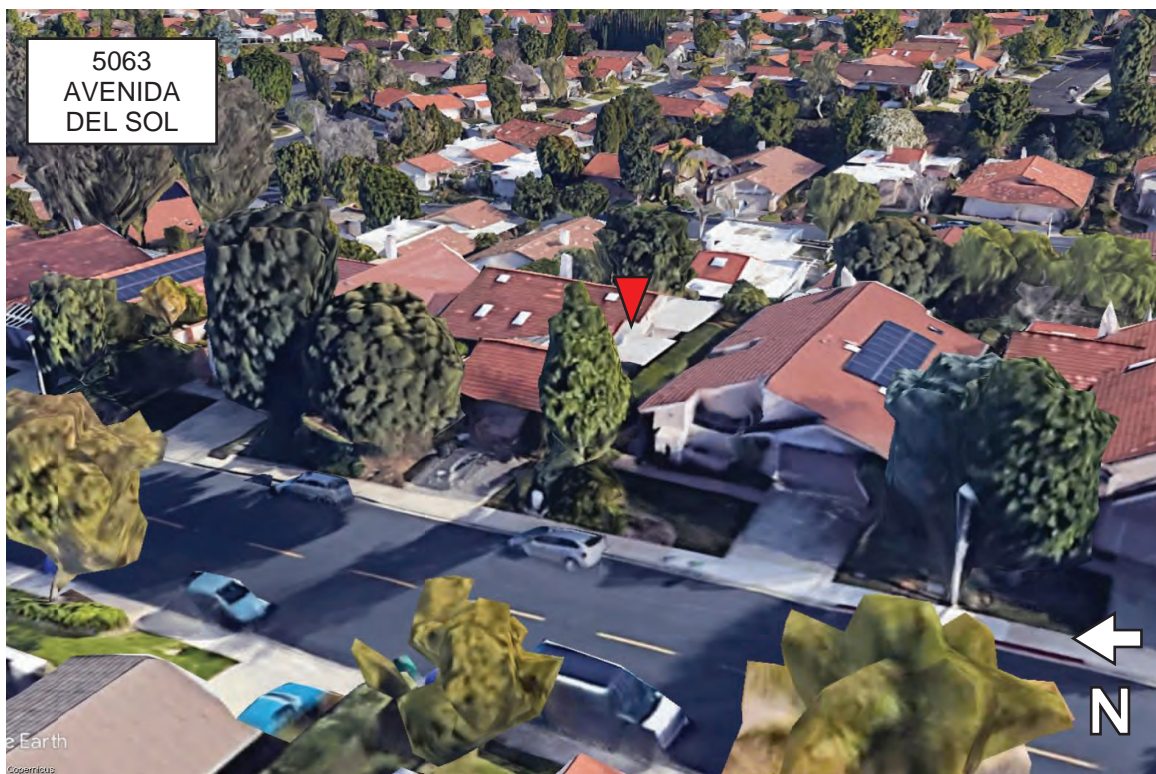
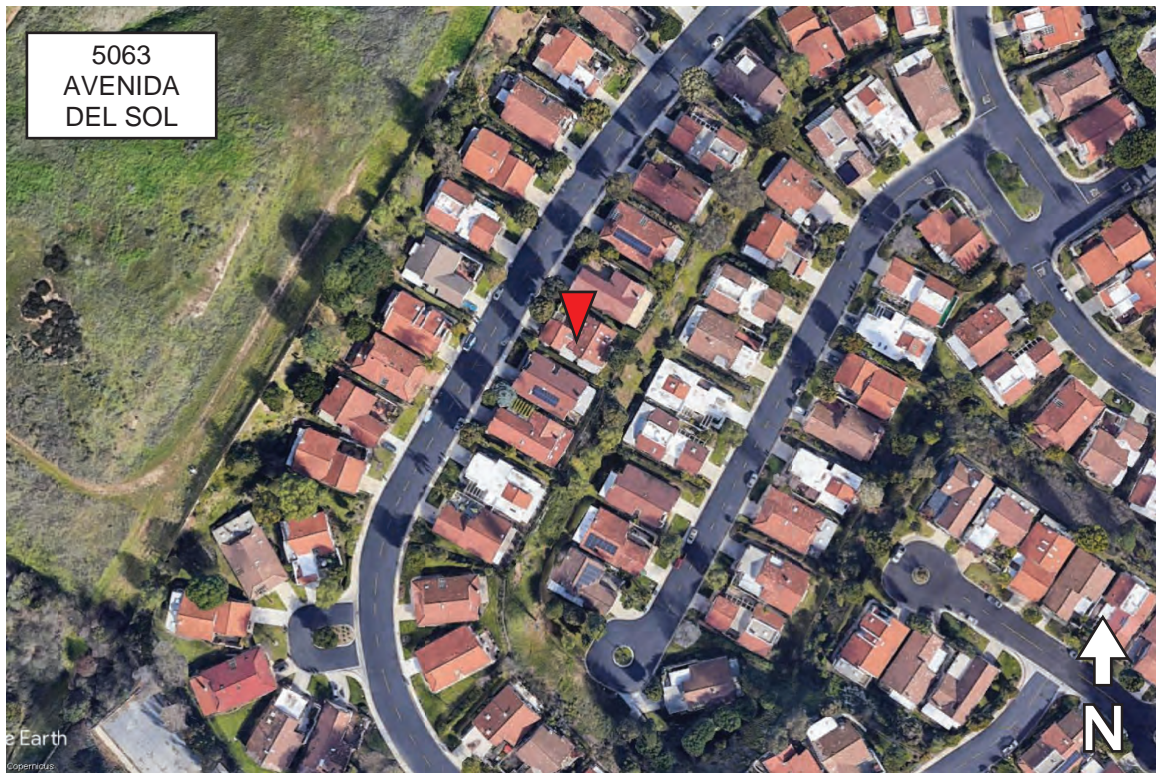


PRIVATE GARDEN - LOOKING WEST



PRIVATE GARDEN - LOOKING EAST

ATTACHMENT 4 AERIALS



ATTACHMENT 5
RESOLUTION

RESOLUTION 03-22-XX

Variance Request

WHEREAS, Mr. Steve Grogan of 5063 Avenida Del Sol, a Villa Terraza style unit, is requesting Board approval of a variance to install a laundry room in the garage and master bathroom extension; and,

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected units December 03, 2021, 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 27, 2021.

NOW THEREFORE BE IT RESOLVED, on January 18, 2022, the Board of Directors hereby approves the request to install a laundry room in the garage and master bathroom extension.;

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 5063 Avenida Del Sol and all future Mutual members at 5063 Avenida 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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STAFF REPORT

DATE: January 18, 2022
FOR: Board of Directors
SUBJECT: Variance Request: Mr. Carl Main and Ms. Teddy Main of 5071 Avenida Del Sol (Villa Terraza, Plan C10RC_1) Master Bedroom Extension and Foyer Addition

RECOMMENDATION

The Third ACSC recommends the Board approve the request for a master bedroom extension and a foyer addition with the conditions stated in Appendix A.

BACKGROUND

Mr. Carl Main and Ms. Teddy Main of 5071 Avenida Del Sol, a Villa Terraza style manor, request Board approval of a variance for a master bedroom extension and foyer addition.

Due to there being no existing Standard plan for the proposed alterations, Staff seeks Board approval prior to issuing a Mutual Consent for the alterations.

Plans and specifications have been submitted for review (Attachment 1).

DISCUSSION

Mr. Carl Main and Ms. Teddy Main are proposing to add on to the master bedroom, extending the bedroom into the side patio and incorporating access to the garage through a storage room.

Additionally, the proposal includes relocating the front entry door and wall to enclose a portion of the covered patio as a new foyer.

Both the master bedroom extension and the new foyer are extending into exclusive-use common area. Per current common area usage policy, no new alterations may be approved on the common area portion of land. Therefore the new additions shall be limited to the original construction exclusive-use common area limits (Appendix B). The fence shall remain as defined by the original construction exclusive-use common area limits (Appendix B).

The portion of the existing patio slabs to be occupied by the room additions shall be demolished and replaced with a new slab, footings, and moisture barrier per the current building code, to match the existing interior floor slab elevation. Additionally, the master bedroom extension requires the removal of a significant portion of exterior wall at the side of the house. Per the provided drawings, the extension is 14'-9" wide by 6'-8". The

addition will also incorporate a new 5'x4' egress window to the side and a new 3'x4' window to the rear.

Due to the significant rearrangement of rooms, all walls to be demolished shall be verified to be non-bearing prior to demolition. Structural drawings and calculations shall be required for the remodel.

Currently, there are no Mutual Consents open for the manor.

Staff recommends approval from the Board regarding the variance request for the following reasons. Mr. Carl Main and Ms. Teddy Main have submitted architectural drawings for the proposed alteration for review. As indicated on the plans, additions are contained by the original construction exclusive-use common area limits as shown in Appendix B. The remodel should not cause a significant change to existing drainage, landscaping, or similar issues related to common area maintenance.

Structural drawings will be submitted for review prior to issuance of the Mutual Consents for Demolition and Alteration. Specifically, cutting of roof trusses to accommodate the addition will not be allowed. The existing trusses are to remain intact. Additionally, the structural tie-in of the bedroom extension and the foyer addition shall be addressed on the structural drawings.

All walls to be demolished shall be verified to be non-bearing prior to demolition.

Cutting of roof trusses to accommodate any alteration is prohibited. The existing trusses are to remain intact. See Conditions of Approval item 13. The area of the existing patio slabs to be occupied by the additions shall be demolished and replaced with a new slab, footings and moisture barrier per current building code, to match the existing interior floor slab elevation. An overpour will not be allowed. Additionally, no alterations shall be allowed beyond the original construction exclusive-use common area limitations per original tract map as shown in Appendix B. See Conditions of Approval items 14 and 15.

As part of the larger remodel, the existing plumbing lines need to meet size and slope fall of current code to accommodate any additional loads from new appliances and fixtures.

A City of Laguna Woods building permit final inspection would verify compliance with all applicable building codes.

A Neighbor Awareness Notice was sent to Units 5069, 5070, 5072, 5073, 5035, 5034 5033, and 5032 on December 3, 2021 due to sharing common walls, having line of sight, or being potentially affected during construction.

At the time of writing the report, there have been no responses to the Neighbor Awareness Notices.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 5071.

Prepared By: Richard de la Fuente, Alterations Inspector II

Prepared By: Gavin Fogg, Inspections Supervisor
Robbi Doncost, Manor Alterations Manager

ATTACHMENT(S)

Appendix A: Conditions of Approval
Appendix B: Tract Map
Attachment 1: Scope
Attachment 2: Variance Application
Attachment 3: Photos
Attachment 4: Map
Attachment 5: Resolution 03-22-XX

<p style="text-align: center;">APPENDIX A CONDITIONS OF APPROVAL</p>
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APPENDIX A

CONDITIONS OF APPROVAL

1. No improvement shall be installed, constructed, modified or altered at unit **5071**, ~~506~~roper3(" Pithin the yhird " a) una wills T utual ~~50~~utual(" unless and until a T utual L onsent for Alterations application for the improvement has been made to, and approved, in Pritin) , b3, the gilla) e T ana) ement Hervices, Mc. ~~50~~g T H, Mc.(, Alterations Civision ~~50~~Civision(" , or, in the event of a gariance from the T utual~~5~~ Alteration Htandards, the Architectural Lontrol and Htandards Lommittee ~~50~~AL HL (" . M the event Pritten permission is)iven for the installation, construction, modification or alteration of an3 improvement5" upon the 6roper3, the T ember SPner or SPners ~~50~~T ember SPner(" a) rees to compl3 Pith the T utual~~5~~ I overnin) Cocuments and an3 specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance Pith the terms of the approval.

- D. A gariance for ' nit Alterations has been) ranted at ~~00~~21 for for a master bedroom eUension and a fo3er addition, subxect to the attached plans stamped approved and is subxect to the final inspection b3 the Civision. An3 variations to the approved attached plans are not alloPed and could result in a stop Porj notice and/or severe fines to the T ember.

- / . T ember SPner hereb3 consents to and) rants to the T utual and the Civision, and their representatives, a ri) ht of entr3 upon the 6roper3 at an3 time to be used to inspect the 6roper3 and the improvements thereon and for the T utual and the Civision, and their representatives and contractors to remed3 an3 violation upon the 6roper3, includin) , but not limited to, removin) trash, removin) an3 improvement installed Pithout approval or modif3in) an improvement to brin) the same into compliance Pith the terms of the approval.

4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibilit3 of the 6roper3~~5~~ T ember SPner at ~~00~~21 and all future T utual members at ~~00~~21.

- O. T ember SPner shall be responsible for all activit3 b3 contractors, subcontractors, material suppliers and their emplo3ees and a) ents and an3 others Pho perform Porj on the 6roper3, includin) an3 violation of the T utual~~5~~ I overnin) Cocuments, includin) , but not limited to, traffic and parj in) violations, maintenance of a clean xob site at all times, and use of T utual proper3 for stora) e of equipment or materials Pithout prior approval. T ember SPner acj noPled) es and a) rees that all such persons are hisher invitees. T ember SPner shall be responsible for

informing) all his/her invitees of the T utual's Rules and Regulations.

7. T ember SPner shall be liable for an3 violation of the T utual's I overn(n) Documents b3 an3 invitee, includin) an3 fine, assessment, traffic or other char) e levied in connection therePith.
2. T ember is responsible for folloPin) the) ate clearance process <http://www.ppp.la> (unaPoodsvilla) e.com residents/resident-services and clicj on documents and Business 6ass Application Mstructions" in place to admit contractors and other invites.
8. T ember SPner's contractors and other invitees shall have business si) na) e on vehicles and travel to and from the xob site b3 the most direct route available and are not authorized to use T utual recreational facilities or other amenities Phile the3 are in the gilla) e for performance of Porj in connection Pith the 6ropert3.
9. 6arj in) of contractors or other invitees\ehicles is prohibited in covered resident parj in) , open resident spaces, handicapped spaces or fire lanes. L ontractors or other invitees must parj on the street. yo the eUent possible contractors\or other invitees\ehicles should be limited in number.
- 1G T ember SPner's of the 6ropert3 must si) n and submit to the T utual, clo g T H, Mc., at the Civision office located in the " a) una Woods gilla) e L ommunit3 L enter, an eUcuted and notarized (Recordable L ommon Area A) reement(for a proposed improvement that Pould utilize an3 portion of the T utual's L ommon Area. 6rior to the issuance of a T utual L onsent for T anor Alterations, that (Recordable L ommon Area A) reement(must be filed Pith the Sran) e L ount3 L lerj kRecorder.
11. A Lit3 of " a) una Woods permit is required, Phich ma3 include the requirement to obtain clearance from the Houth L oast Air Qualit3 T ana) ement Cistric3 5Asbestos wot " ine at 599" / 97-D/ / 7". 6rior to the issuance of a T utual L onsent for ' nit Alterations, the appropriate Lit3 of " a) una Woods permit number5s" must be submitted to the Civision office located in the " a) una Woods gilla) e L ommunit3 L enter. yhe Lit3 permit must be finalized Pithin the prescribed timeframe, and a cop3 of the final permit must be submitted to the Civision Pithin tPo Peej s.
- 1D. 6rior to the issuance of a T utual L onsent for ' nit Alterations, a complete set of unit specific plans prepared b3 a licensed architect or structural en) ineer depictin) the proposed improvement must be submitted to the Civision office located in the " a) una Woods gilla) e L ommunit3 L enter. yhe plans must depict an3 required structural modifications ensurin) the structural inte) rit3 of the buildin) is maintained upon completion of the proposed improvement.

11. Prior to the issuance of a Mutual Consent for Manor Alterations, the Timber SPner must have conducted an inspection of the Paste lines, b3 a gTH 6lumber, to assure no repairs are needed. yhe inspection Pill be a char) eable service to the Timber SPner. Mspection appointments are to be made Pith Resident Hervices, b3 authorized persons onl3. Findin) s from the video inspection Pill be recorded on the char) eable service ticj et for Manor Alterations staff to revieP.
14. Prior to the Msuance of a Mutual Consent for Alternations, if required, the Manor SPner shall verif3 Pith 6lumbin) if the manor plumbin) has been treated Pith an e6ME EpoÜ Barrier, to assure that Mutual propert3 is appropriatel3 addressed durin) construction. An3 repair or connection to the epoÜ coated pipe should be performed in such a manner that the repair or the remodel of the eUstin) s3stem does not dama) e the epoÜ barrier. Before repairin) or remodelin) an3 AL E Curaflo epoÜ barrier, call 8GG/ 09-7/ 79 to ensure the proper technique is used for the specific repair or remodel.
10. Prior to the issuance of a Mutual Consent for ' nit Alterations, if required, a Mutual Roof Alteration Notification 5yie-M Form(" must be submitted to the Civision. All roof tie-ins must be performed b3 a L-/ 9 " icensed L ontractor. yhe Timber SPner ma3 hire a L-/ 9 " icensed L ontractor of hisher oPn choice to perform roof tie-ins for the installation of solar panels on all roof t3pes eÜcept 6gL Lool Roofs. For 6gL Lool Roofs, re) ardless of the roof t3pe, all tie-ins must be performed b3 the Mutual6 roofin) contractor at the Timber SPner6 eÜpense. All tie-ins ma3 onl3 be made to sound structural elements. EUstin) structural elements proposed to be tied to, Phich eÜhibit si) ns of dr3 rot or other structural defects, must first be replaced or repaired at the Timber SPner6 eÜpense durin) construction of the improvement.
17. Prior to the issuance of a Mutual Consent for Manor Alterations, the Timber SPner shall request a " andscape Cepartment inspection in order to assure all landscape irri) ation, and draina) e modifications associated Pith the improvements are identified and completed b3 the " andscape Cepartment at the eÜpense of the Timber SPner. All) utter draina) e shall be directed aPa3 from structures, free standin) Palls, foundations, and pedestrian Palj Pa3s.
12. Prior to the issuance of a Mutual Consent for Manor Alternations, the Timber SPner shall request a T aintenance and L onstruction Cepartment inspection to assure that Mutual propert3 is appropriatel3 addressed durin) construction.
18. Prior to the issuance of a Mutual Consent for ' nit Alterations, an3 altered eÜterior surface should match the Buildin) color; vin3l fencek) ate Pill be either Phite or taupe, tubular steel or Prou) ht iron fencek) ate Pill be blacj or Phite; the approved colors and materials are identified as 0yhird " a) una will Mutual L olor Helections(at

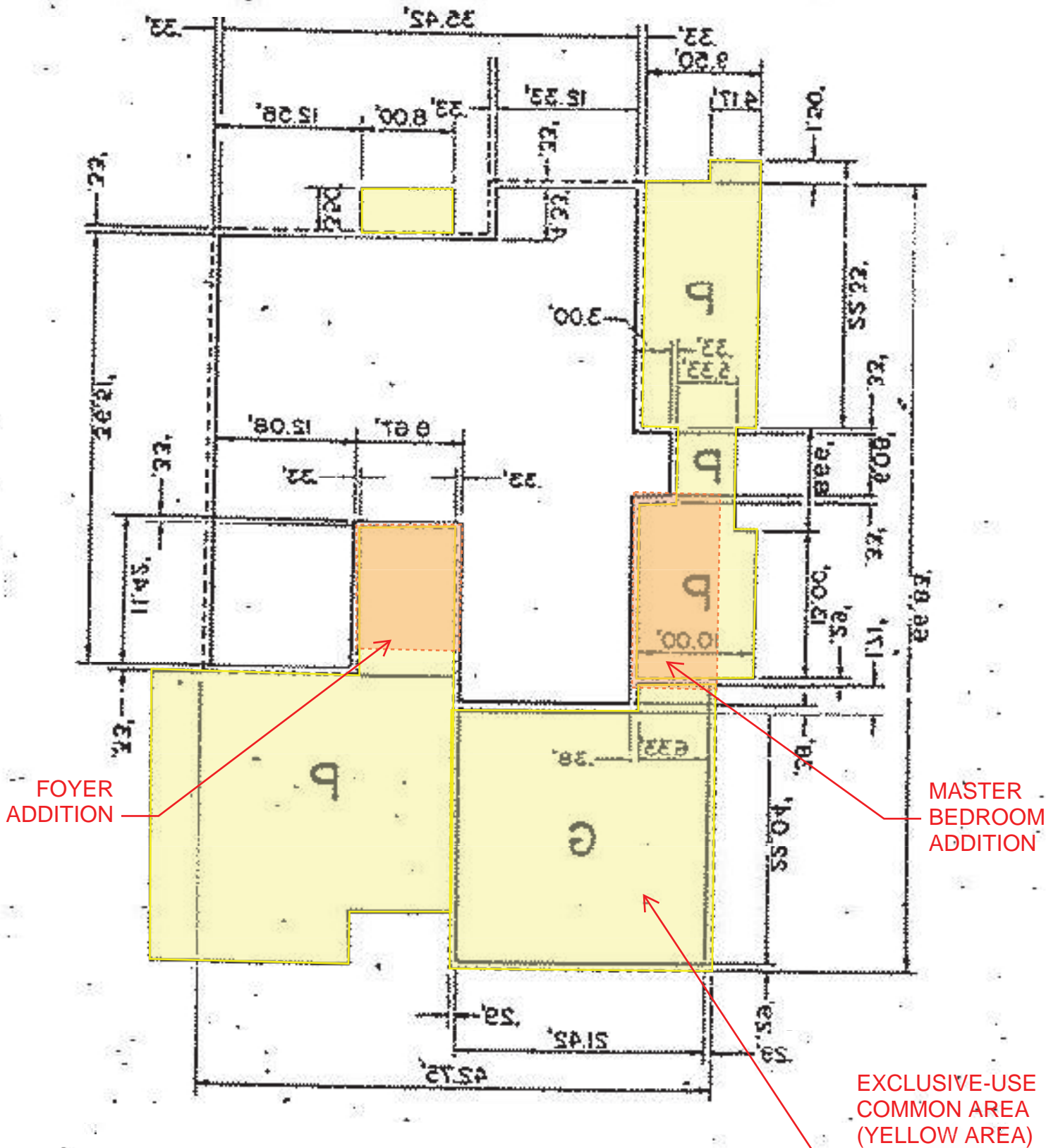
Resident Services, located at the Community Center first floor.

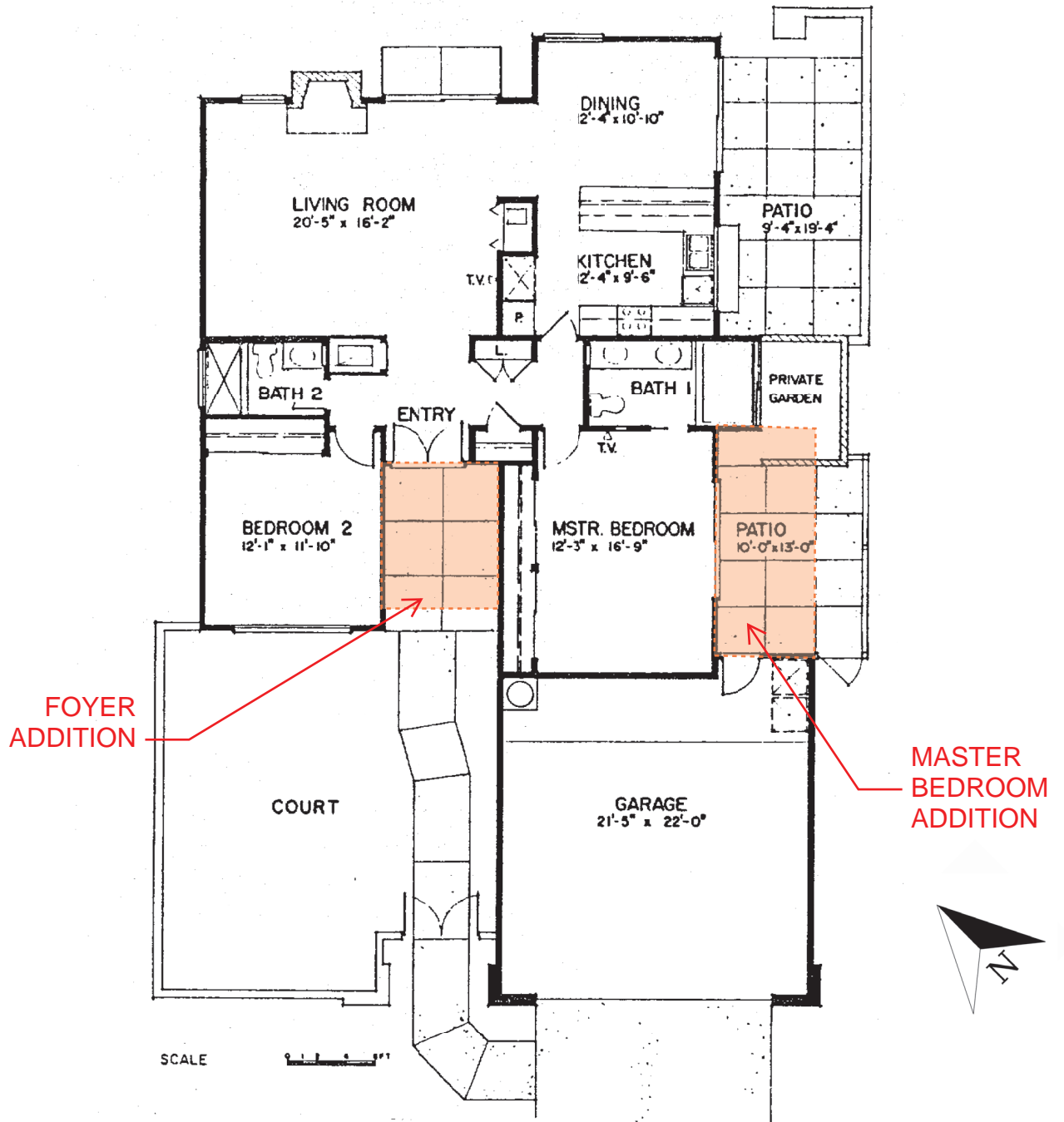
19. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.mutualarchitectural.com>.
- DG. This approval does not change the number of bedrooms or the original maximum occupants permitted in the unit.
- D1. Any piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations through framing.
- DD. Cover install must be set in compacted subgrade.
- D/. During construction, Project hours established by the Mutual and the Noise Ordinance set forth in the City of Santa Ana Woods Municipal Code must be adhered to at all times.
- D4. 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.
- DQ. It is mandatory that no Waste or materials associated with the construction be dumped in the garbage trash bins; such Waste or materials associated with the construction must be disposed of offsite by the contractor.
- D7. A dumpster is approved for placement at the location identified by Security Staff by calling 949-086-1466. All dumpsters must conform to the policies for temporary Containers. Dumpsters must be ordered from the approved City of Santa Ana Woods Waste hauler and must be maintained at all times.
- D2. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-086-1466.
- D8. 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.
- D9. Violations of the foregoing conditions or the Mutual Governing Documents shall result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the SPNER member. Such fines left unpaid will result in forfeiture of a portion or all of the Performance Deposit required above or other

le) al remed3.

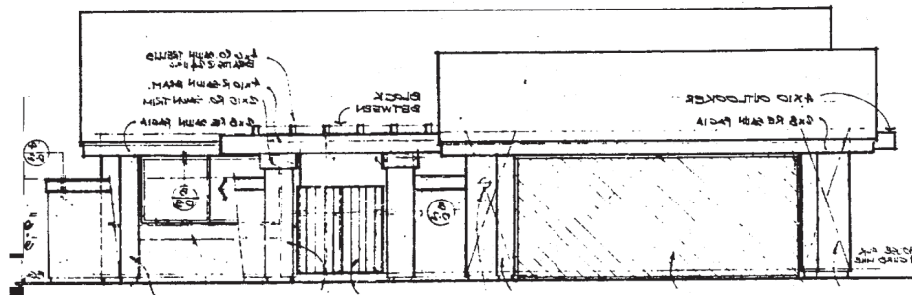
- / G T utual member shall indemnif3, defend and hold harmless y hird and its officers, directors, committee members and a) ents from and a) ainst an3 and all claims, demands, costs, fines, xud) ments, settlements and an3 other costs, eUpenses, amounts and liabilities arisin) from T utual member's improvements and installation, construction, desi) n and maintenance of same.
- / 1. Cue to the eUtent of the additions and renovation Porj , the entire buildin) is to be painted color to match eUstin) . 6 aintin) includes but is not limited to, stucco, eaves, soffit, perimeter Palls,) ates, and trim.
- / D. 6ressure Pash the eUstin) roofin) tiles in a further attempt to match the neP tile additions.

APPENDIX B
TRACT MAP & PLAN





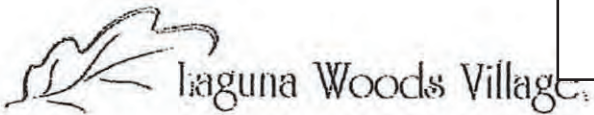
FLOORPLAN C10RC



FRONT ELEVATION C10RC

Columbia/Villa Terraza(C10)

Agenda Item # 12c(2)



ATTACHMENT 2
APPLICATION

MANOR # 5071

☐ ULWM ☐ TLHM

Variance Request Form

SA

Model: VILLA TERRAZA	Plan: C10RC_1	Date: 05-18-21
Member Name: MAIN CARL and TEDDY	Signature: <i>CT Main</i>	
Phone: [REDACTED]	Email: [REDACTED]	
Contractor Name/Co: WILLIAM ANGELL / DOCTOR REMODEL	Phone: [REDACTED]	[REDACTED]

Description of Proposed Variance Request ONLY:

EXTENSION OF MASTER BEDROOM
98 SQ. FT. (98.38 ROUNDED TO THE NEAREST FOOT)
MANOR 5071
ROOM ADDITION (FOYER) AT ENTRY (68 SQ FT)

Dimensions of Proposed Variance Alterations ONLY:

6'-8" x 14'-9" = MASTER BEDROOM
8'-0" x 8'-6" = FOYER

FOR OFFICE USE ONLY

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

Alteration Variance Request	Complete Submittal Cut Off Date:
Check Items Received: <input type="checkbox"/> Drawing of Existing Floor Plan <input type="checkbox"/> Drawing of Proposed Variance <input type="checkbox"/> Dimensions of Proposed Variance <input type="checkbox"/> Before and After Pictures <input type="checkbox"/> Other: _____	Meetings Scheduled: Third AC&S Committee : _____ United AC&S Committee: _____ Board Meeting: _____ <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other _____

v.9.17

ATTACHMENT 3
PHOTOS



FRONT VIEW OF MANOR GARAGE



SIDE OF GARAGE TOWARD ALTERATION



VIEW FROM INTERIOR TO PROPOSED ALTERATION LOCATION



VIEW OF SCREENED PATIO (ALTERATION LOCATION)

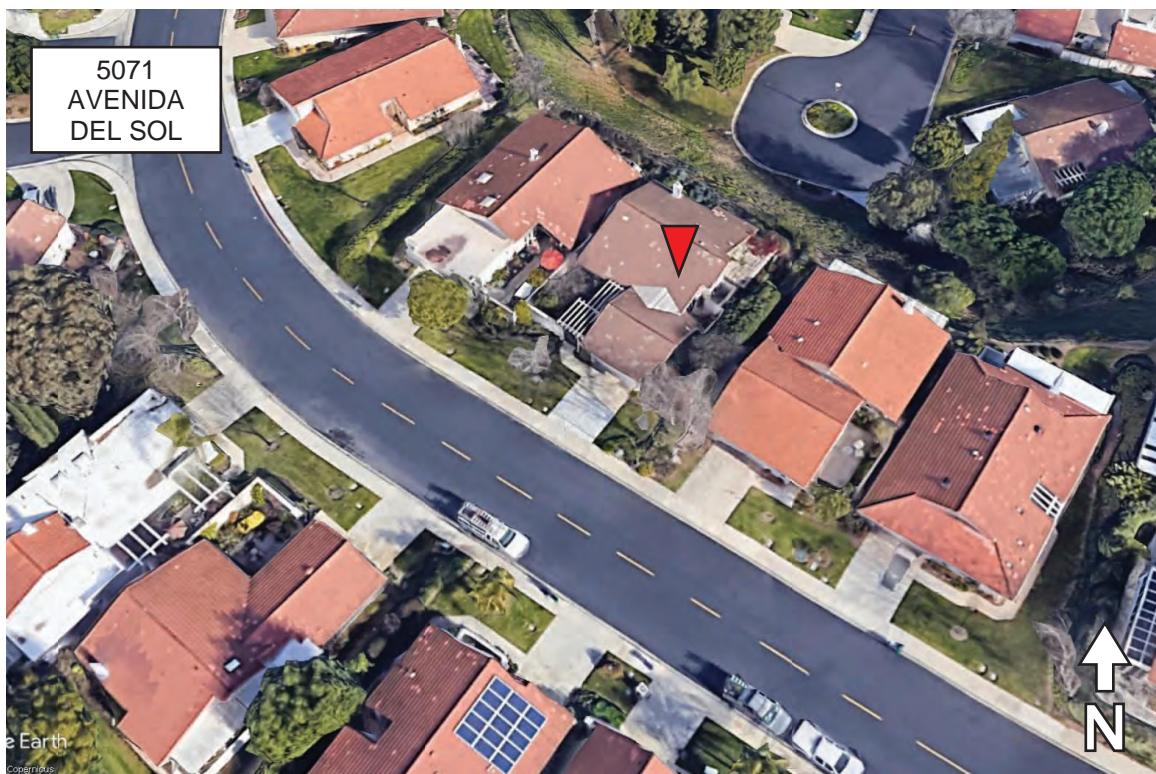


INTERIOR OF ENCLOSED PATIO (ALTERATION LOCATION)



SLIDING GLASS DOOR TO BE REMOVED (ALTERATION LOCATION)

ATTACHMENT 4
AERIALS



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ATTACHMENT 5 RESOLUTION

RESOLUTION 03-22-XX

Variance Request

WHEREAS, Mr. Carl Main and Ms. Teddy Main of 5071 Avenida Del Sol, a Villa Terraza style unit, are requesting Board approval of a variance to install a master bedroom extension and foyer addition.; and,

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected units December 03, 2021, 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 27, 2021.

NOW THEREFORE BE IT RESOLVED, on January 18, 2022, the Board of Directors hereby approves the request to install a master bedroom extension and foyer addition.;

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 5071 Avenida Del Sol and all future Mutual members at 5071 Avenida 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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STAFF REPORT

DATE: January 18, 2022
FOR: Board of Directors
SUBJECT: Variance Request: Mr. Mark Miller of 5206 Avenida Despacio (Villa Reposo, Plan C11B_1) Master Bedroom Extension, Bedroom Extension, Third Bathroom Addition, Kitchen Relocation and Office Addition

RECOMMENDATION

The Third Architectural Control and Standards Committee recommends the Board approve the request for a master bedroom extension, bedroom extension, 3rd bathroom addition and office addition with the conditions stated in Appendix A.

BACKGROUND

Mr. Mark Miller of 5206 Avenida Despacio, a Villa Reposo style manor, requests Board approval of a variance for a master bedroom extension, bedroom extension, 3rd bathroom addition and office addition.

Due to there being no existing Standard plan for the proposed alterations, Staff seeks Board approval prior to issuing a Mutual Consent for the alterations.

Plans and specifications have been submitted for review (Attachment 1).

DISCUSSION

Mr. Mark Miller is proposing to remodel the existing kitchen, removing non-bearing walls, adding a third bathroom, extending a master bedroom addition into the back patio, extending the bedroom into the side patio, adding a third bathroom, relocating the kitchen, adding an office in the front patio and adding additional windows, as part of a larger remodel project.

The kitchen remodel portion of the variance requires the removal of a bearing wall and the addition of a clerestory window in the remodeled living area. The new kitchen, living, and dining room area will create a more open floorplan.

The master bedroom extension portion of the variance requires the removal of the existing patio enclosure. The enclosure sits on a patio slab which was previously extended into common area. Per current common area usage policy, no new alterations may be approved on the common area portion of land and at the time of removal of the patio enclosure, the non-compliant full-width patio slab and the patio wall at the rear of the house shall be returned to the original exclusive-use common area limits (Appendix B).

The portion of the existing patio slab to be occupied by the room addition shall be demolished and replaced with a new slab, footings, and moisture barrier per the current building code, to match the existing interior floor slab elevation. Additionally, the master bedroom extension requires the removal of a significant portion of exterior wall at the rear of the house. Per the provided drawings, the extension is 13'-5" wide by the full original 6' patio depth, therefore remaining on the original exclusive-use common area patio dimensions. The addition will also incorporate a new 9'x4' egress window to the rear and a new 5'x6'8" french door opening onto the new patio slab.

As part of the remodel, a third bathroom is to be incorporated within the unit. Per the provided plans, a second master suite is to be created by adding a new bathroom at the current Kitchen area and the bedroom will be expanded to occupy the side patio area. The existing patio slab to be occupied by the room addition shall be demolished and replaced with a new slab, footings, and moisture barrier per the current building code, to match the existing interior floor slab elevation. The existing master bath and closet will be remodeled.

An office space will be added occupying part of the front patio area. The office will have a new sliding door onto the front patio. Again, the portion of the existing patio slab to be occupied by the room addition shall be demolished and replaced with a new slab, footings, and moisture barrier per the current building code, to match the existing interior floor slab elevation. The existing 2nd bathroom will be remodeled into a powder room with access to the new office.

Due to the significant rearrangement of rooms, all walls to be demolished shall be verified to be non-bearing prior to demolition. Structural drawings and calculations shall be required for the remodel

Currently, there are no Mutual Consents open for the manor.

Staff recommends approval from the Board regarding the variance request for the following reasons. Mr. Mark Miller has submitted architectural drawings for the proposed alteration for review. As indicated on the plans, additions are contained by the original construction exclusive-use common area limits as shown in Appendix B. The remodel should not cause a significant change to existing drainage, landscaping, or similar issues related to common area maintenance.

Structural drawings will be submitted for review prior to issuance of the Mutual Consents for Demolition and Alteration. Specifically, cutting of roof trusses to accommodate the addition of skylights will not be allowed. The existing trusses are to remain intact. Additionally, the structural tie-in of the bedroom extension shall be addressed on the structural drawings.

All walls to be demolished shall be verified to be non-bearing prior to demolition.

Cutting of roof trusses to accommodate any alteration is prohibited. The existing trusses are to remain intact. See Conditions of Approval item 13.

The bedroom and office additions shall be contained by the limits of the original construction exclusive-use common area limits. The area of the existing patio slabs to be occupied by the additions shall be demolished and replaced with a new slab, footings

and moisture barrier per current building code, to match the existing interior floor slab elevation. An overpour will not be allowed. Additionally, the rear patio slab shall be returned to the original construction exclusive-use common area limitations per original tract map as shown in Appendix B. See Conditions of Approval items 14 and 15.

The existing plumbing lines need to meet size and slope fall of current code to accommodate any additional loads from new appliances and fixtures.

Due to the extent of the additions and renovation work, the entire building is to be painted color to match existing. Painting includes but is not limited to, stucco, eaves, soffit, perimeter walls, gates, and trim. Pressure wash the existing roofing tiles in a further attempt to match the new tile additions. The remaining Entry Patio area (not expanded upon) to be refurbished.

A City of Laguna Woods building permit final inspection would verify compliance with all applicable building codes.

A Neighbor Awareness Notice was sent to Units 5244, 5245, 5246, 5247, 5202, 5203, 5204, 5205, and 5207 on December 1, 2021 due to sharing common walls, having line of sight, or being potentially affected during construction.

At the time of writing the report, there have been no responses to the Neighbor Awareness Notices.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 5206.

Prepared By: Richard de la Fuente, Alterations Inspector II

Prepared By: Gavin Fogg, Inspections Supervisor

Robbi Doncost, Manor Alterations Manager

ATTACHMENT(S)

Appendix A:	Conditions of Approval
Appendix B:	Tract Map
Attachment 1:	Scope
Attachment 2:	Variance Application
Attachment 3:	Photos
Attachment 4:	Map
Attachment 5:	Resolution 03-22-XX

APPENDIX A
CONDITIONS OF APPROVAL

APPENDIX A
CONDITIONS OF APPROVAL

1. No improvement shall be installed, constructed, modified or altered at unit 5063, ("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.
0. A variance for 2 nit Alterations has been granted at 5063 for a master bedroom extension, bedroom extension, xrd bathroom addition and office addition, subject to the attached plans stamped approved and is subject to the final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
- x. Member Owner hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 5063 and all future Mutual members at 5063.
5. Member Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, and use of Mutual property for storage of equipment or materials without prior approval. Member Owner acknowledges and agrees that all such persons are his/her invitees. Member Owner shall be responsible for

informing all his/her invitees of the Mutual's Rules and Regulations.

3. Member Owner shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment, traffic or other charge levied in connection therewith.
7. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com/residents/resident-services> and click on documents and Business Pass Application Instructions) in place to admit contractors and other invites.
8. Member Owner's contractors and other invitees shall have business signage on vehicles and travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
9. Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
16. Member Owner(s) of the Property must sign and submit to the Mutual, c/o VMS, Inc., at the Division office located in the Laguna Woods Village Community Center, an executed and notarized "Recordable Common Area Agreement" for a proposed improvement that would utilize any portion of the Mutual's Common Area. Prior to the issuance of a Mutual Consent for Manor Alterations, that "Recordable Common Area Agreement" must be filed with the Orange County Clerk/Recorder.
11. A City of Laguna Woods permit is required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (969) x93-0xx3). Prior to the issuance of a Mutual Consent for 2 nit 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 2 nit 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.

- 1x. Prior to the Issuance of a Mutual Consent for Manor Alterations, the Member Owner must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed. The inspection will be a chargeable service to the Member Owner. Inspection appointments are to be made with Resident Services, by authorized persons only. Findings from the video inspection will be recorded on the chargeable service ticket for Manor Alterations staff to review.
14. Prior to the Issuance of a Mutual Consent for Alternations, if required, the Manor Owner shall verify with Plumbing if the manor plumbing has been treated with an ePIPE Epoxy Barrier, to assure that Mutual property is appropriately addressed during construction. Any repair or connection to the epoxy coated pipe should be performed in such a manner that the repair or the remodel of the existing system does not damage the epoxy barrier. Before repairing or remodeling any ACE Duraflow epoxy barrier, call 866-x59-3x39 to ensure the proper technique is used for the specific repair or remodel.
15. Prior to the issuance of a Mutual Consent for 2 nit 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-x9 Licensed Contractor. The Member Owner may hire a C-x9 Licensed Contractor of his/her own choice to perform roof tie-ins for the installation of solar panels on all roof types except PVC Cool Roofs. For PVC Cool Roofs, regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member Owner's expense. All tie-ins may only be made to sound structural elements. Existing structural elements proposed to be tied to, which exhibit signs of dry rot or other structural defects, must first be replaced or repaired at the Member Owner's expense during construction of the improvement.
13. Prior to the issuance of a Mutual Consent for Manor Alterations, the Member Owner shall request a Landscape Department inspection in order to assure all landscape irrigation, and drainage modifications associated with the improvements are identified and completed by the Landscape Department at the expense of the Member Owner. All gutter drainage shall be directed away from structures, free standing walls, foundations, and pedestrian walkways.
17. Prior to the issuance of a Mutual Consent for Manor Alternations, the Member Owner shall request a Maintenance and Construction Department inspection to assure that Mutual property is appropriately addressed during construction.
18. Prior to the issuance of a Mutual Consent for 2 nit 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

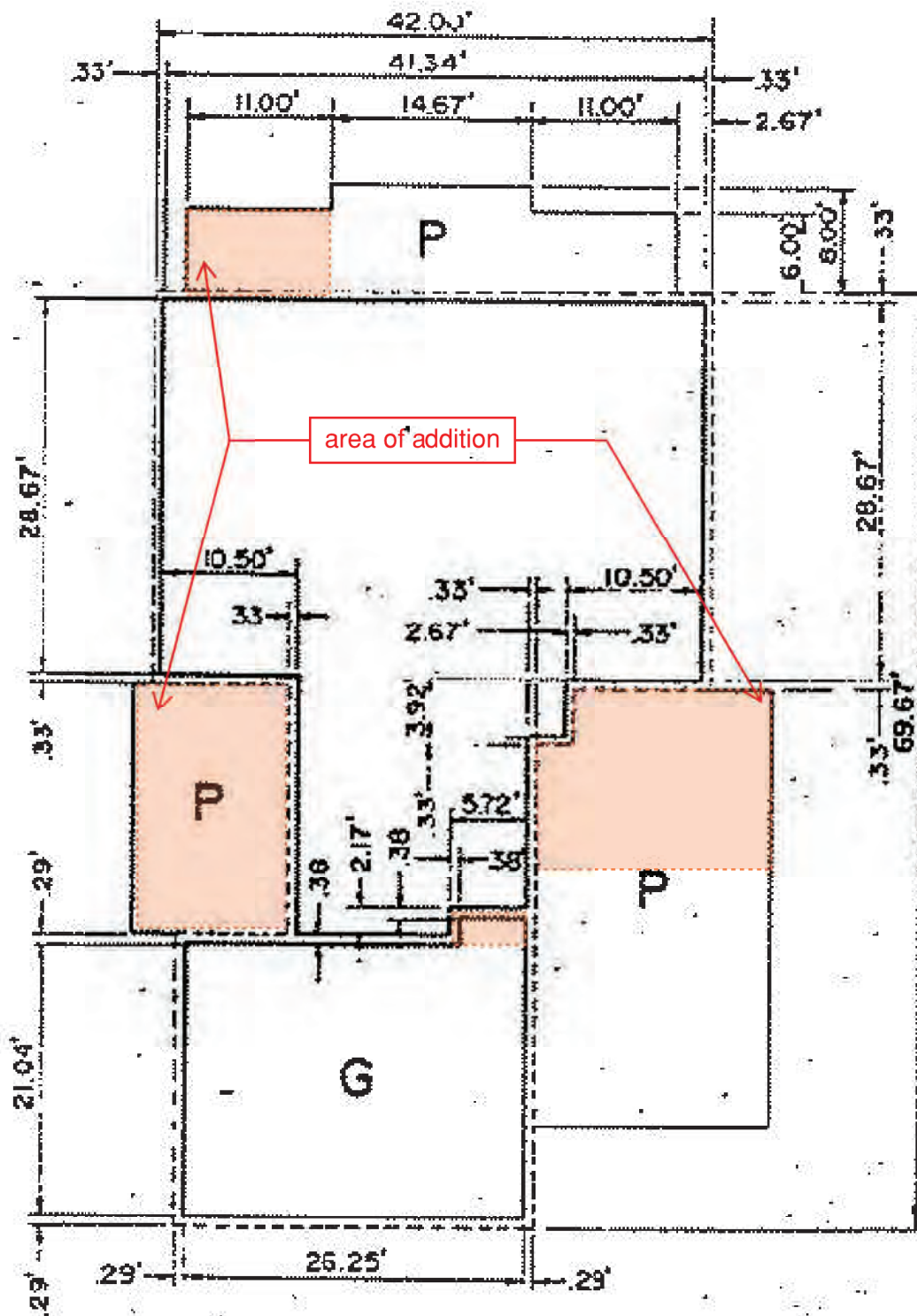
Resident Services, located at the Community Center first floor.

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>.
06. This approval does not change the number of bedrooms or the original maximum occupants permitted in the unit.
01. Any piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations through framing.
00. Paver install must be set in compacted subgrade.
- 0x. 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.
04. 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.
05. 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.
03. A dumpster is approved for placement at the location identified by Security Staff by calling 949-586-1466. 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.
07. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-586-1466.
08. 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.
09. Violations of the foregoing 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.

- x6. Mutual member shall indemnify, defend and hold harmless Third and its officers, directors, committee members and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual member's improvements and installation, construction, design and maintenance of same.
- x1. Due to the extent of the additions and renovation work, the entire building is to be painted color to match existing. Painting includes but is not limited to, stucco, eaves, soffit, perimeter walls, gates, and trim.
- x0. Pressure wash the existing roofing tiles in a further attempt to match the new tile additions.
- xx. The remaining Entry Patio area (not expanded upon) to be refurbished and finished with tile material.

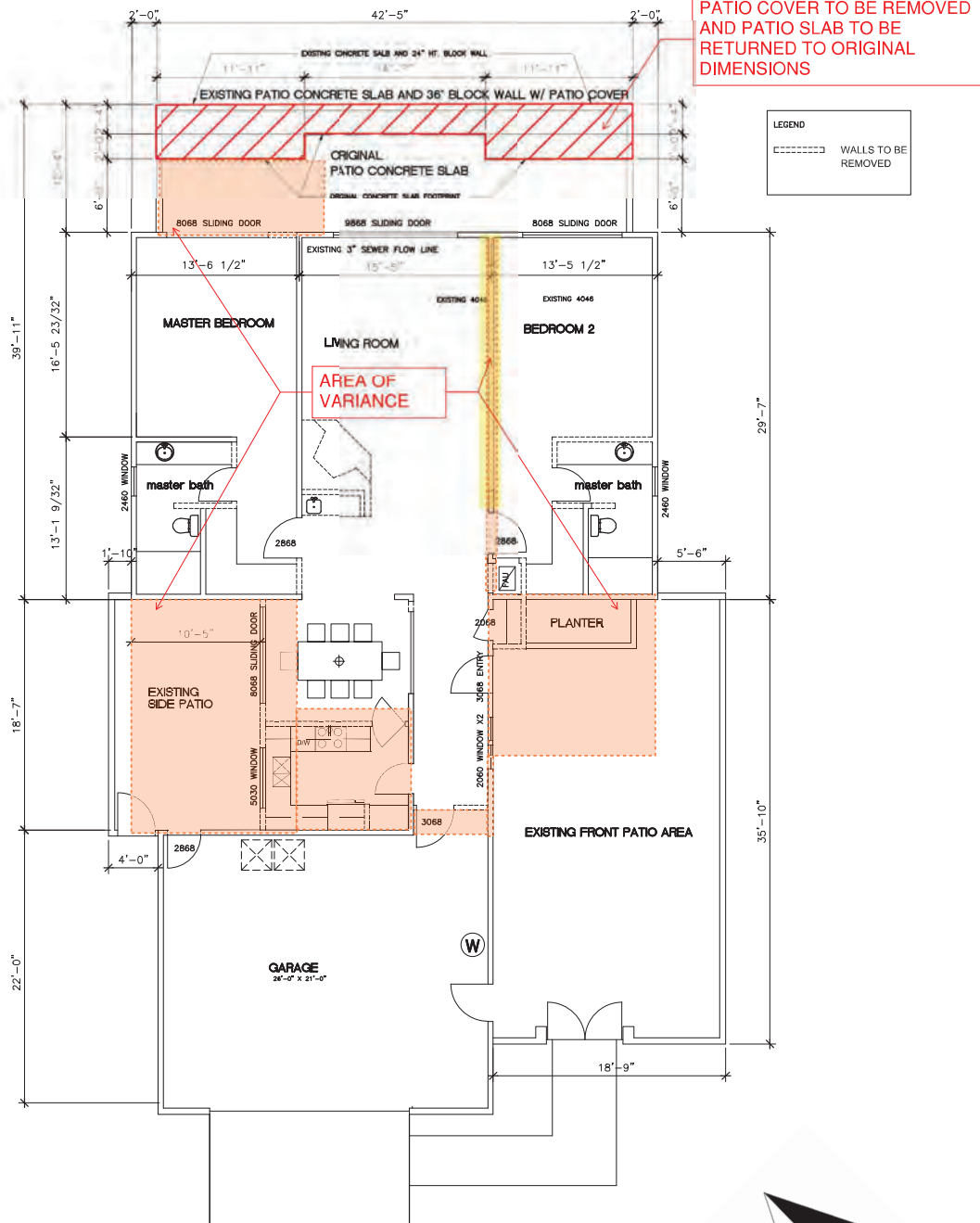
APPENDIX B TRACT MAP



PLAN C-II

TYPICAL FOR Bldgs. 5206, 5231, 5236, R5249, 5283, R5290, R5300 and 5308.

ATTACHMENT 1 SCOPE OF WORK

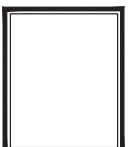


EXISTING FLOOR / DEMO PLAN

SCOPE OF WORK; VARIANCE

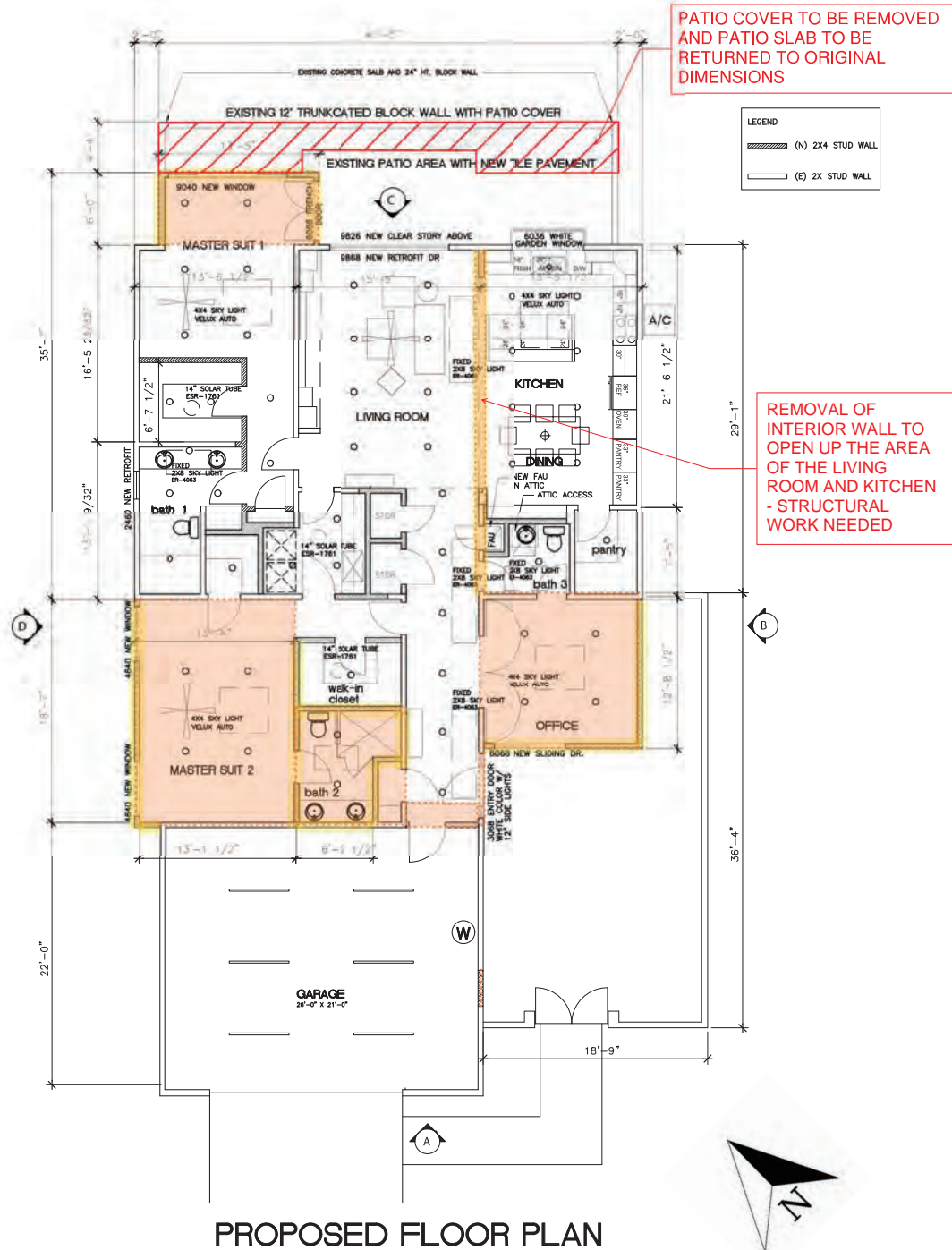
ROOM EXTENSION AT MASTER BEDROOM BY REAR PATIO: 75 SQFT; 6' X 12'-6"
 ROOM ADDITION OF MASTER SUIT #2 AT SIDE PATIO: 195 SQFT; 10'-5" X 18'-7"
 ROOM ADDITION OF OFFICE AT FRONT PATIO: 150 SQFT; 12'-10" X 12'-0"
 INSTALLATION OF NEW 3RD BATHROOM (POWDER ROOM) IN HALLWAY
 MODIFICATION OF LIVING ROOM WALL ADJACENT TO BEDROOM#2: WALL OPENING OF 18 FEET

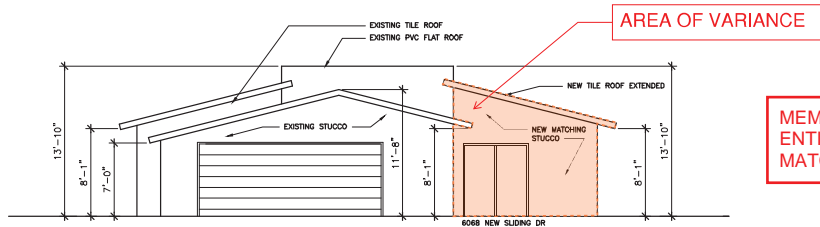
LEGAL DESCRIPTION:
 6208 AVENIDA DESPACIO LAGUNA WOODS CA
 OCCUPANCY 111
 CONSTRUCTION TYPE TYPE 5



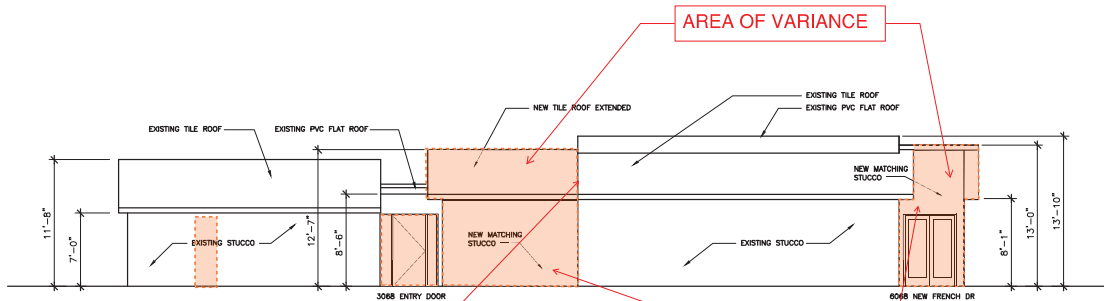
MR. MARK MILLER'S RESIDENCE
 5206 AVENIDA DESPACIO LAGUNA WOODS CA 92637







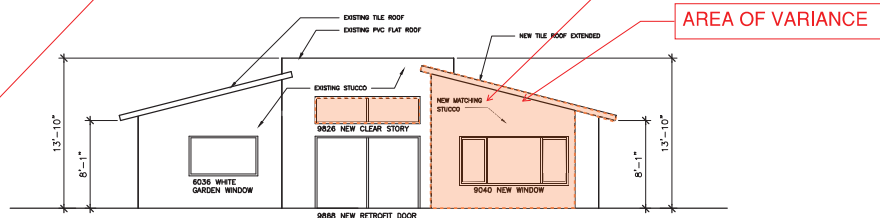
ELEVATION A



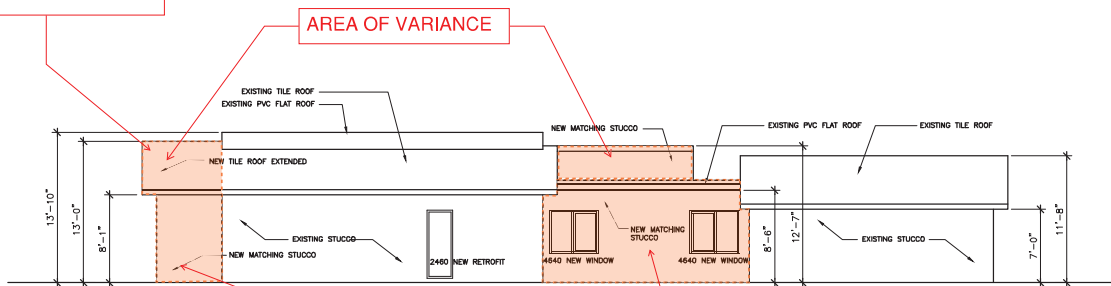
ELEVATION B

NEW ROOF TO ALIGN WITH ADJACENT EXISTING ROOF AND FASCIA

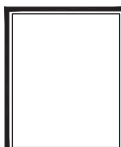
NEW ROOF TO ALIGN WITH ADJACENT EXISTING ROOF AND FASCIA



ELEVATION C



ELEVATION D



MR. MARK MILLER'S RESIDENCE

5206 AVENIDA DESPACIO LAGUNA WOODS CA 92637





PAID

ATTACHMENT 2
APPLICATION

MANOR # 5206

☐ ULWM

☒ TLHM

Variance Request Form

SA 21573413

Model: Via Reposa	Plan:	Date: 1/12/2021
Member Name: Mark Miller	Signature <i>Mark Miller</i>	
Phone: [REDACTED]	E-mail: [REDACTED]	
Contractor Name/Co: Caleb Construction Inc	Phone: [REDACTED]	E-mail: [REDACTED]
Owner Mailing Address: (to be used for official correspondence) [REDACTED]		

Description of Proposed Variance Request ONLY:

- * Room Extension at master bedroom by rear patio area
- * Room Addition of master suit #2 at side patio area
- * Room Addition of office at front patio area
- * Installation of new 3rd bathroom(powder room) in hallway
- * Modification of Living Room Wall adjacent to Bedroom#2;
wall opening of 18 feet

Dimensions of Proposed Variance Alterations ONLY:

1. Master bedroom Extension ; 6' x 12'-6"
2. Master suit #2 Addition ; 10'-5" x 18'-7"
3. Office Addition ; 12'-10" x 12'

FOR OFFICE USE ONLY

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

Alteration Variance Request	Complete Submittal Cut Off Date:
Check Items Received: <ul style="list-style-type: none"><input type="checkbox"/> Drawing of Existing Floor Plan<input type="checkbox"/> Drawing of Proposed Variance<input type="checkbox"/> Dimensions of Proposed Variance<input type="checkbox"/> Before and After Pictures<input type="checkbox"/> Other: _____	Meetings Scheduled: Third AC&S Committee (TACSC): _____ United M&C Committee: _____ Board Meeting: _____ <div><input type="checkbox"/> Denied <input type="checkbox"/> Approved</div> <div><input type="checkbox"/> Tabled <input type="checkbox"/> Other _____</div>

ATTACHMENT 3
PHOTOS



FRONT ELEVATION



VIEW OF SIDE PATIO (ADDITION LOCATION) FROM FRONT



ENTRY PATIO (ADDITION LOCATION)



ENTRY PATIO (ADDITION LOCATION)



REAR PATIO COVER (ADDITION LOCATION)



REAR PATIO (ADDITION LOCATION)



VIEW OF SIDE PATIO (ADDITION LOCATION)



VIEW OF SIDE PATIO (ADDITION LOCATION)



LIVING ROOM TOWARD ENTRY



MASTER BEDROOM TOWARD REAR PATIO



DINING ROOM TOWARD ENTRY



DINING ROOM TOWARD SIDE PATIO

ATTACHMENT 4
AERIALS



ATTACHMENT 5
RESOLUTION

RESOLUTION 03-22-XX

Variance Request

WHEREAS, Mr. Mark Miller of 5206 Avenida Despacio, a Villa Reposa style unit, are requesting Board approval of a variance to install a master bedroom extension, bedroom extension, third bathroom addition, kitchen relocation and office addition.; and,

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected units December 03, 2021, 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 27, 2021.

NOW THEREFORE BE IT RESOLVED, on January 18, 2022, the Board of Directors hereby approves the request to install a master bedroom extension and foyer addition.;

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 5206 Avenida Despacio and all future Mutual members at 5206 Avenida Despacio;

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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STAFF REPORT

DATE: January 18, 2022
FOR: Third Board
SUBJECT: Variance Request (Appeal):
Mr. Samad Hariri of 5555-A Rayo Del Sol (Casa Palma, 10R-13)
Room Addition on Existing Rear Private Garden

RECOMMENDATION (APPEAL)

Third ACSC recommends the Board approve the request for a room addition in the rear private garden, based on the revised drawings as submitted. Should the Board decide to approve the request, the approval will be conditioned per Appendix A of the original report. Per the ACSC recommendation, the room addition is not and will not be considered a bedroom. This is addressed in Condition #1 of Appendix A.

BACKGROUND (APPEAL)

An appeal was made by Mr. Hariri of 5555-A Rayo Del Sol to a previous ACSC determination of denial of a request to add a room to the unit by extending the existing bathroom area into the rear private garden. Upon review of revised drawings (Attachment 1) submitted to Manor Alterations by the applicant, Staff found the sufficient reasoning to overturn their previous determination and recommend approval to the Board for a room addition in the rear private garden at 5555-A Rayo Del Sol.

Prepared By: Richard de la Fuente, Alterations Inspector II

Reviewed By: Gavin Fogg, Inspections Supervisor
Robbi Doncost, Manor Alterations Manager

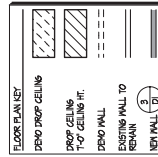
ATTACHMENT(S)

Attachment A1: Revised Scope Drawings
Attachment A2: Original Staff Report to ACSC
Attachment A3: Resolution 03-22-XX

FLOOR PLAN NOTES

- | | |
|----|-------------------------------|
| 1 | DOBLE KIN ANTI-GRABING DISAP |
| 2 | DOBLE KIN DESHARRERS INT. VES |
| 3 | DOBLE KIN DESHARRERS INT. VES |
| 4 | DOBLE KIN DESHARRERS INT. VES |
| 5 | DOBLE KIN DESHARRERS INT. VES |
| 6 | DOBLE KIN DESHARRERS INT. VES |
| 7 | DOBLE KIN DESHARRERS INT. VES |
| 8 | DOBLE KIN DESHARRERS INT. VES |
| 9 | DOBLE KIN DESHARRERS INT. VES |
| 10 | DOBLE KIN DESHARRERS INT. VES |
| 11 | DOBLE KIN DESHARRERS INT. VES |
| 12 | DOBLE KIN DESHARRERS INT. VES |
| 13 | DOBLE KIN DESHARRERS INT. VES |
| 14 | DOBLE KIN DESHARRERS INT. VES |
| 15 | DOBLE KIN DESHARRERS INT. VES |
| 16 | DOBLE KIN DESHARRERS INT. VES |
| 17 | DOBLE KIN DESHARRERS INT. VES |
| 18 | DOBLE KIN DESHARRERS INT. VES |
| 19 | DOBLE KIN DESHARRERS INT. VES |
| 20 | DOBLE KIN DESHARRERS INT. VES |

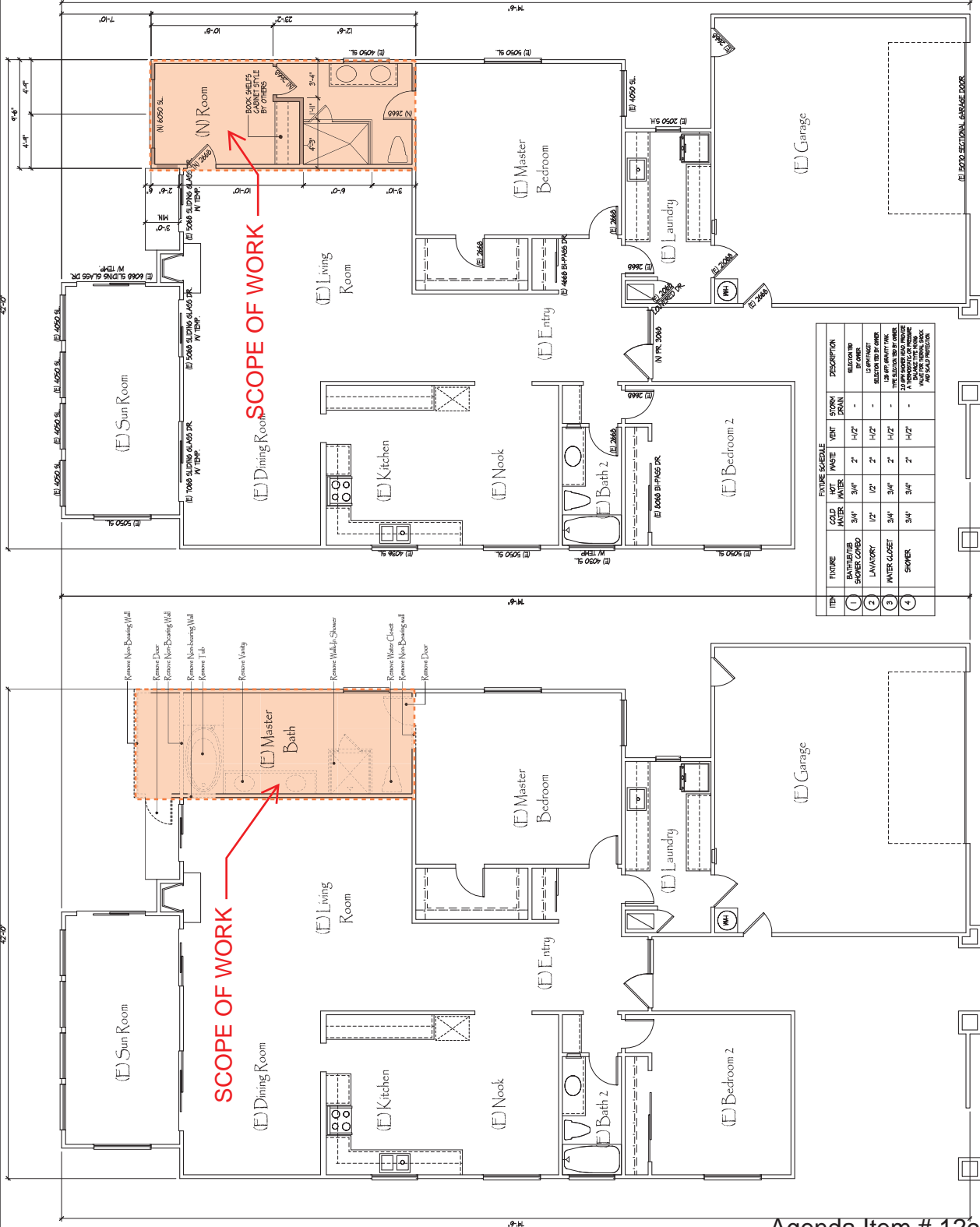
PLUMBING NOTES

[illegible]

5 SMOKE DETECTOR, K80 APPROVED, CEILING MOUNTED U.N.O.
ALARM, WERE INTER/CANAL/ (10) WITH BATTERY B/L 110

Sq. Footage

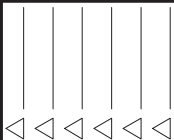
Existing	2,180 sq. ft.
Propose Addition	29 sq. ft.
Total Sq. Ft.	2,209 sq. ft.



Propose Floor Plan

Existing/Demo Floor Plan

SCOPE OF WORK



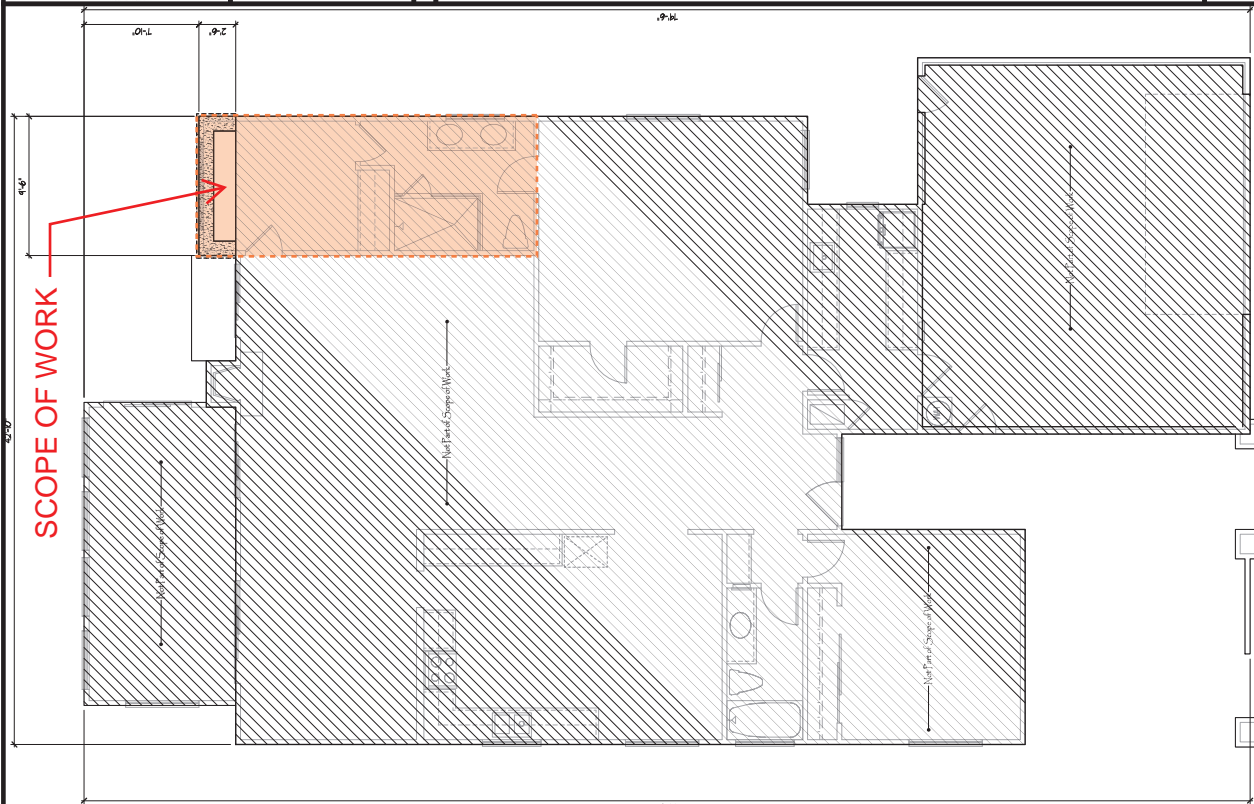
PLOT DATE: 11/25/2021

SIGNATURE

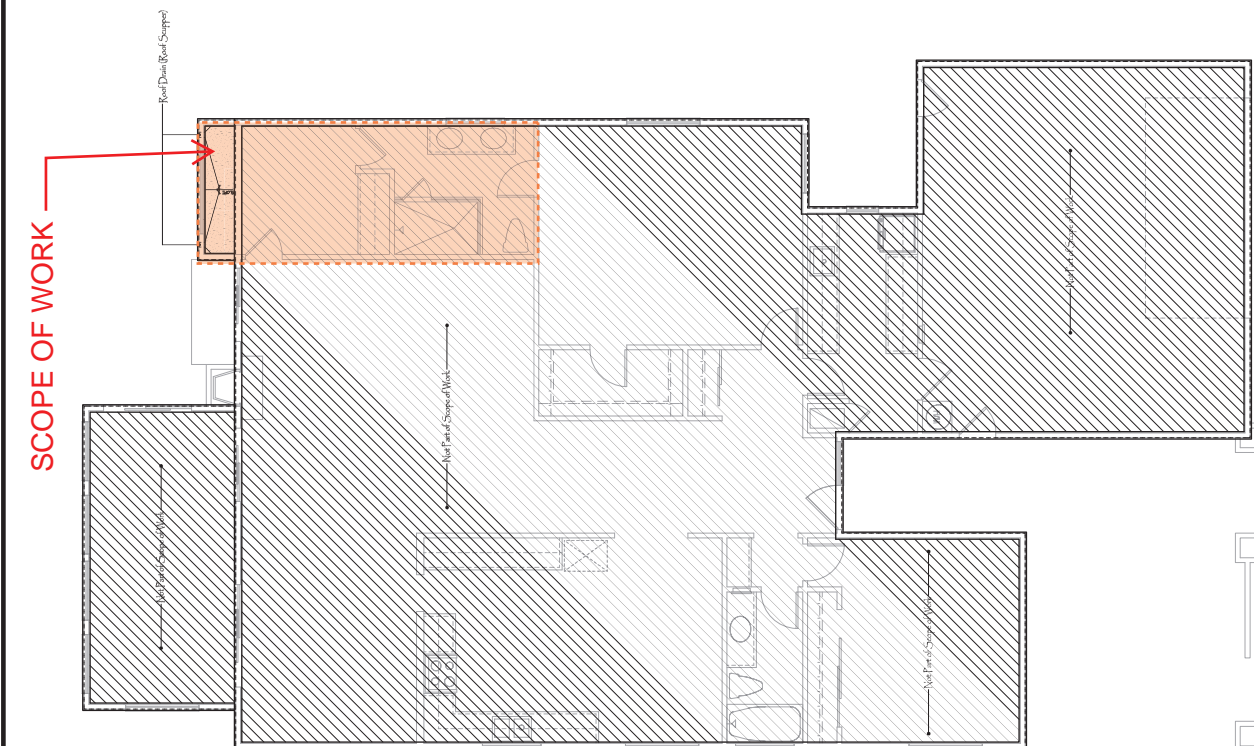


MIR. & MRS. SAMAD HARIRI
5555-A RAYO DEL SOL
LAGUNA WOODS, CA 92637

A2



Slab Plan



Roof Plan

ROOF NOTES

- ROOF SLOPES.
- ROOF MATERIAL:
- ROOF COVERING: MFR. MONIE "L'ETILE" 1280 12566 OR APPROVED
EQUAL. ROOF MATERIAL SHALL BE CLASS A FIRE RETARDANT.
- ALL EAVES AND RACES SHALL BE 2" ON 10/12.
- PROVIDE 61. VALLEY FLASHING AT ALL ROOF VALETS
- PROVIDE SADDLE AND FLASHING AT CHIMNEY CHASE, TYPICAL
- LINE OF STRUCTURE

ATTIC VENT CALCULATIONS

<p>THE ATTIC VENTILATION CALCULATIONS PER C.B.C. SECTION 203.2 AS FOLLOWS:</p> <p>(A) ATTIC AREA (SQUARE FEET)</p> <p>(B) DIVIDE (A) BY 50 "/100 IF VAPOR RETARDER IS PROVIDED AT RARY SDE PER C.B.C. SEC. 1203.2 AND MULTIPLY BY 144 TO CALCULATE THE TOTAL REQUIRED NET FREE VENTING AREA IN SQUARE INCHES PER SECTION 6, SECTION A.</p> <p>(C) TOTAL SQUARE INCHES OF NET FREE VENTILATING AREA PROVIDED BY GABLE END VENTS</p> <p>(D) TOTAL SQUARE INCHES OF NET FREE VENTILATING AREA PROVIDED BY ROOF VENTILATORS</p> <p>(E) TOTAL SQUARE INCHES OF NET FREE VENTILATING AREA</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
---	--

PLAN	A ATTIC AREA	B REQUIRED VENTING	C SINGLE END VENTS	D ROOF VENTS	E EAVE VENTS
ZONE-1	FT ²	IN ²	IN ²	HIGH LOW	IN ²
ZONE-2	FT ²	IN ²	IN ²	HIGH LOW	IN ²
ZONE-3	FT ²	IN ²	IN ²	HIGH LOW	IN ²

NOTES:
ALL VENT OPENINGS SHALL BE COVERED W/ 1/4" CORROSIVE
RESISTANT METAL MESH.

FRAMER SHALL BE RESPONSIBLE FOR COORDINATING W/ TRUSS
MANFR TO ACCOMMODATE ALL ATTIC VENTS

PROVIDE APPROVED INSULATION DAMS (BAFFLES) WHERE VENT BLOCKS ARE USED BETWEEN ROOF FRAMING MEMBERS TO PREVENT VENT HOLES BEING BLOCKED BY INSULATION.

ATTIC VENTS

- 
 (1) DV24A DORMER VENT PROVIDES 120 SQ. IN. OF FREE FLOW AIR MOVEMENT

**ATTACHMENT A2
ORIGINAL STAFF REPORT**

STAFF REPORT

DATE: July 26, 2021
FOR: Architectural Control and Standards Committee
SUBJECT: Variance Request:
Mr. Samad Hariri of 5555-A Rayo Del Sol (Casa Palma, 10R-13)
Bedroom Addition on Existing Rear Private Garden

RECOMMENDATION

Staff recommends the Board deny the request for a bedroom addition in the rear private garden, due to the deficiencies of the submitted drawings. Should the Board decide to approve the request, the approval will be conditioned per Appendix A.

BACKGROUND

Mr. Hariri of 5555-A Rayo Del Sol, a Casa Palma style manor, requests Board approval of a variance to add a bedroom to the unit by extending the existing bathroom area into the rear private garden.

Due to there being no existing Standard for a room addition on a 10R-13 (Casa Palma) floor plan, Staff seeks Board approval prior to issuing a Mutual Consent for the alterations.

Plans and specifications have been submitted for review (Attachment 1).

DISCUSSION

Mr. Hariri is proposing to create a room on the left side of his existing rear patio by extending the existing building to replace the rear private garden. The addition will include pouring a new concrete slab to raise the floor to match the rest of the unit, installing new wood framed walls with stucco to match the existing wall, a new window and a new roof to match the exiting roof. Walls and ceiling will be insulated.

The room addition will consist of the new 27 square foot addition and 12'-6" x 8'-6" of the existing master bathroom, reducing the existing master bathroom to 9'-6" x 8'-6". The new bedroom would be entered through a new door connecting to the living room. In addition, a new 8' x 8' window will be installed in the rear wall of the new bedroom. The conversion of the master bathroom to a Jack-and-Jill bathroom effectively removes the master suite from the unit.

Staff reviewed the submitted documentation and requested architectural drawings for clarification. The resident has indicated that the provided documents are sufficient, and that prior to the approval of the variance, the added expense of providing architectural drawings for a room addition is unwarranted.

Manor Alterations does not agree that the material is adequate to evaluate the variance properly. From the Variance Request Guidelines, the following items are pertinent:

- *The submitted proposal for a Variance Request must be **legible, clear and concise and should not require assumptions on the part of the reviewing agent.***
- *The plans must represent a **true replication** of both the existing floor plan and proposed floor plan modifications, scope of work, inclusive of specific dimensional details of each. The plans must identify the precise location of the proposed alteration and any related alterations/installations. For example, if the proposal is for a room expansion, the re- location of doors, if necessary, should be identified.*

The elevations and plans do not accurately reflect the architectural conditions. The description of the new walls not carrying any load, the amount of insulation to be contained within the walls, as well as the overall appearance of the drawings are inaccurate. Without properly drafted architectural plans, it is difficult to determine the extent of the finishes, volumes, profiles, and other construction components of the project.

Staff recommends denial of this request pending receipt of properly drafted architectural drawings. Should the Board find otherwise, and approve the variance with the current documentation, the approval will be conditioned per Appendix A, including requiring full architectural drawings for design review by Manor Alterations prior to Mutual Consent approval.

Currently, there is one open Mutual Consent for Unit 5555-A for the demolition work related to this variance. It has yet to be released, pending the results of this variance.

A City of Laguna Woods building permit final would verify compliance with all applicable building codes.

A Neighbor Awareness Notice was sent to Units 5555-B, 5554-A, 5554-B, 5556-A and 5556-B on July 16, 2021 due to sharing common walls, having line of sight, or being potentially affected during construction.

At the time of writing the report, there have been no responses to the Neighbor Awareness Notices.

A similar request to enclose the private garden area was approved at unit 5589-A in January 2020.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 5555-A.

Prepared By: Richard de la Fuente, Alterations Inspector II

Prepared By: Gavin Fogg, Inspections Supervisor

Robbi Doncost, Manor Alterations Manager

ATTACHMENT(S)

Appendix A:	Conditions of Approval
Attachment 1:	Scope
Attachment 2:	Variance Application
Attachment 3:	Photos
Attachment 4:	Map

APPENDIX A

CONDITIONS OF APPROVAL

1. This approval does not change the number of Mutual recognized bedrooms or the original maximum permitted occupancy of the unit.
2. No improvement shall be installed, constructed, modified or altered at **5555-A**, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Shareholders ("Shareholder ") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
3. A Variance for Alterations has been granted at **5555-A** for a **Room Addition**, subject to the attached plans stamped approved and is subject to a final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Shareholder.
4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Shareholder at **5555-A** and all future Mutual Shareholders at **5555-A**.
5. Prior to the issuance of a Mutual Consent for Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
6. Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
7. A City of Laguna Woods permit may be required, which may include the requirement to obtain clearance from the South Coast Air Quality Management

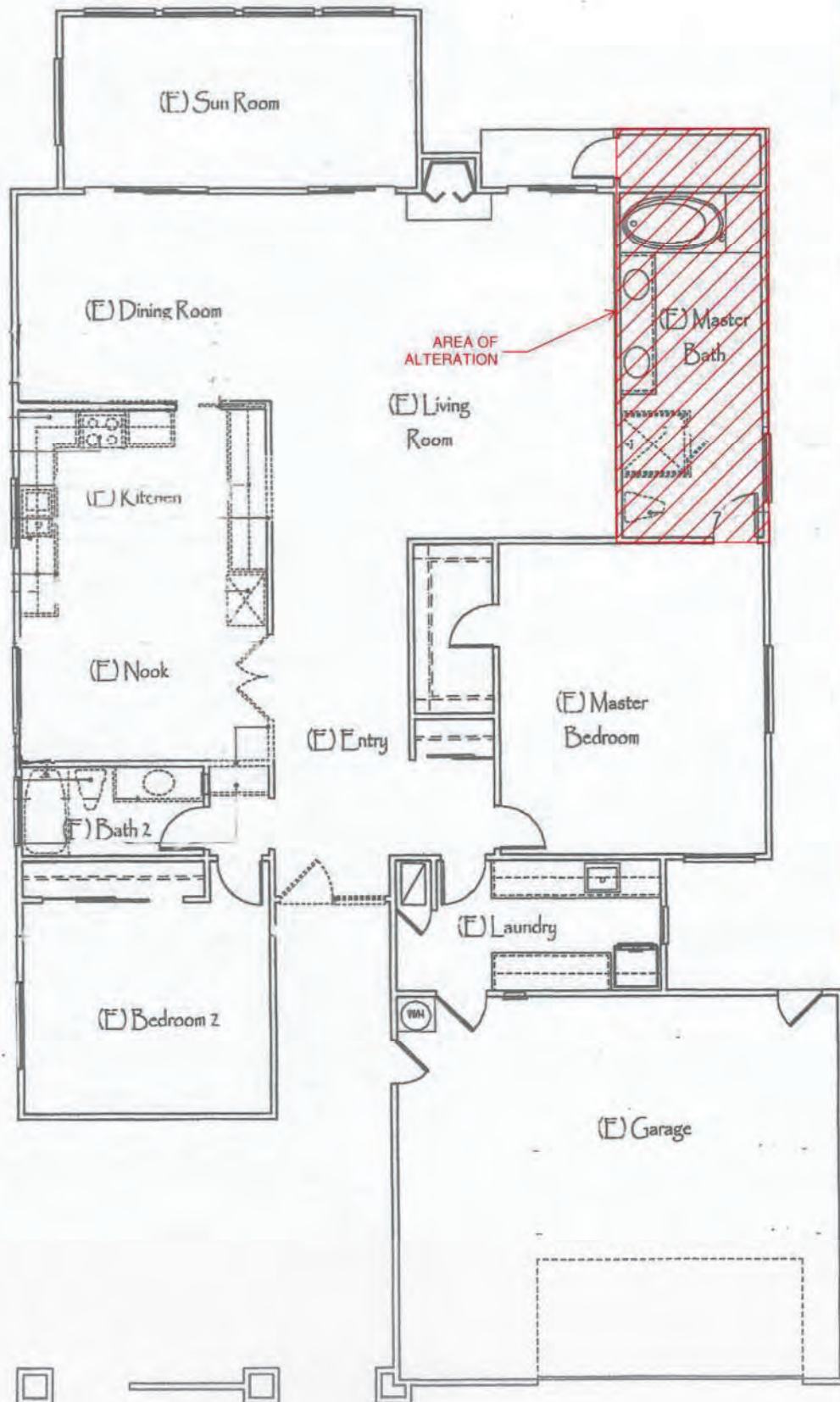
District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a Mutual Consent for Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. The City permit must be finalized within the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

8. Prior to the issuance of a Mutual Consent for Alterations, if required, a Mutual Roof Alteration Notification ("Tie-In Form") must be submitted to the Division. All roof tie-ins must be performed by a C-39 Licensed Contractor. The Shareholder 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 Shareholder'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 be repaired at the Mutual's expense prior to installation.
9. Prior to the Issuance of a Mutual Consent for Alterations, the Shareholder shall request a Landscape Department inspection in order to assure all landscape, irrigation, and drainage modifications associated with the improvements are identified and completed by the Landscape Department at the expense of the Shareholder. All gutter drainage shall be directed away from structures, free standing walls, foundations, and pedestrian walkways.
10. Prior to the Issuance of a Mutual Consent for Alterations, the Shareholder shall request a Maintenance and Construction Department inspection to assure that Mutual property is appropriately addressed during construction.
11. Prior to the issuance of a Mutual Consent for 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 "United Laguna Woods Mutual Color Selections" at Resident Services, located at the Community Center first floor.
12. Shareholder hereby consents to and grants to the Mutual and the Maintenance and Construction Department, 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 Department, 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.

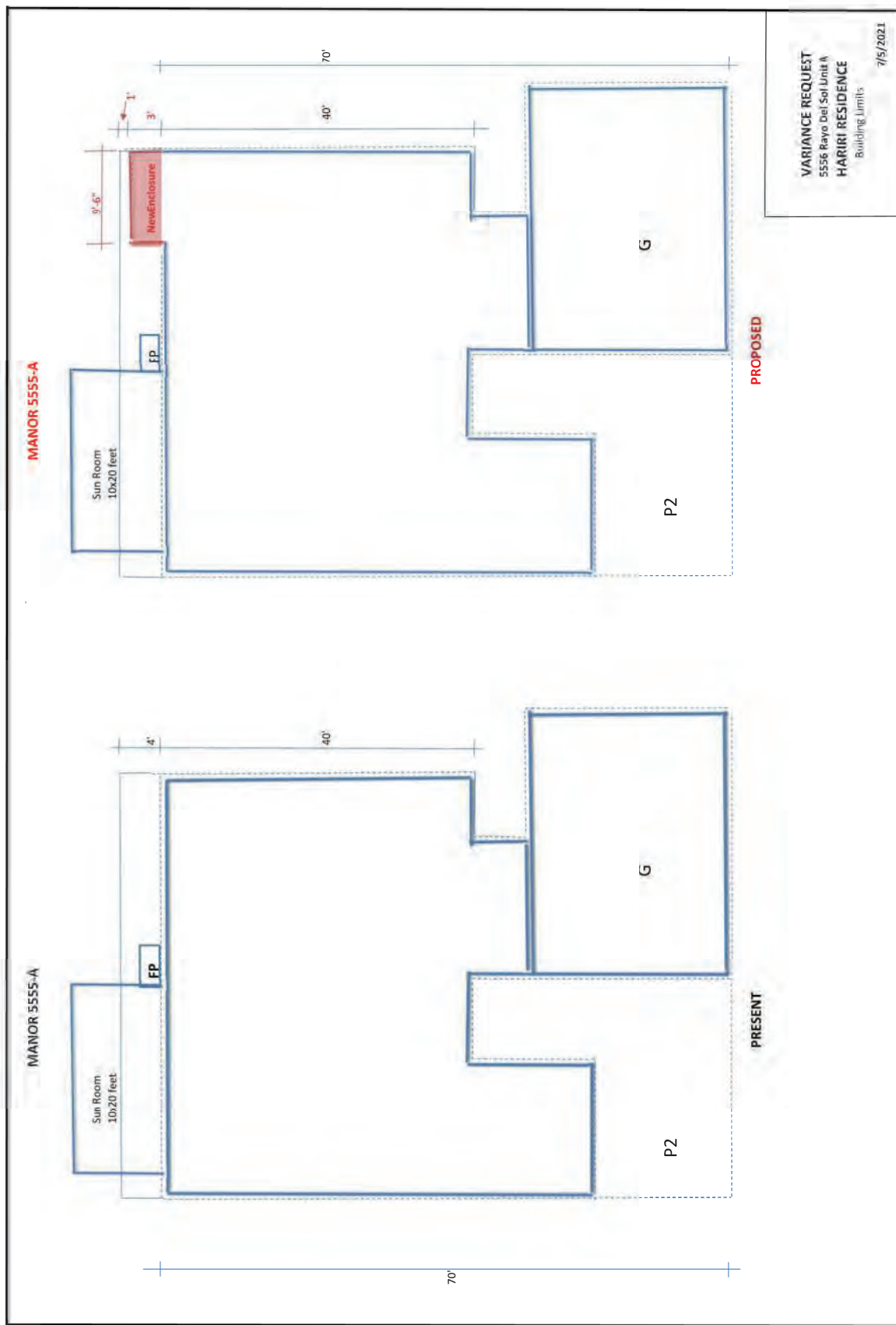
13. Shareholder shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, damage to Mutual property, and use of Mutual property for storage of equipment or materials without prior approval. Shareholder acknowledges and agrees that all such persons are his/her invitees. Shareholder shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations. Shareholder shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment or other charge levied in connection therewith.
14. Shareholder is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.
15. Shareholder's contractors and other invitees shall travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
16. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards, Policies and Guidelines. See <http://www.lagunawoodsvillage.com>.
17. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
18. During construction, both the Mutual Consent for Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
19. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
20. 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.
21. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.

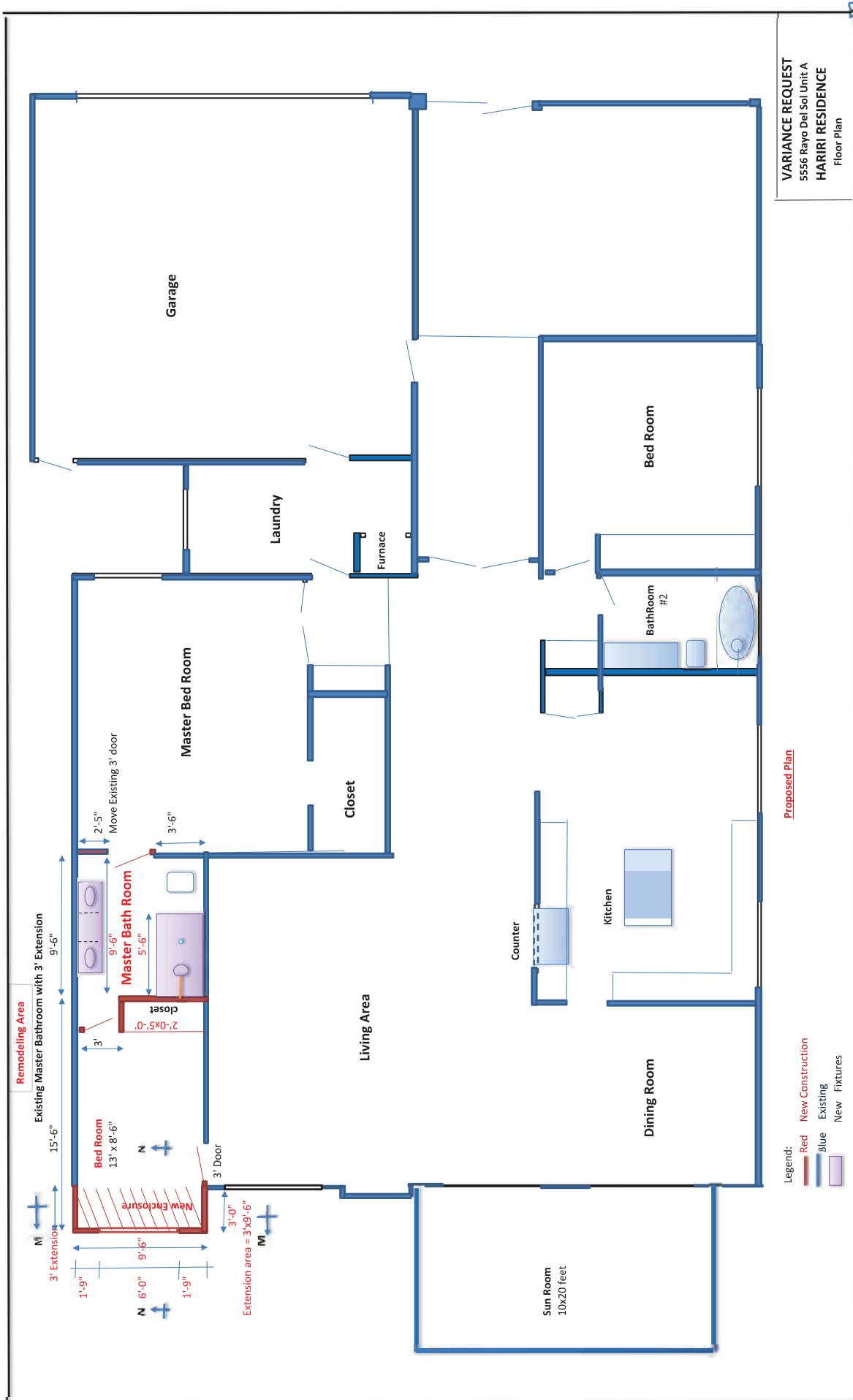
22. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
23. The Mutual Consent for Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
24. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, unpaid assessments, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Shareholder. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
25. Mutual Shareholder shall indemnify, defend and hold harmless United and its officers, directors, committee Shareholders and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual Shareholder's improvements and installation, construction, design and maintenance of same.

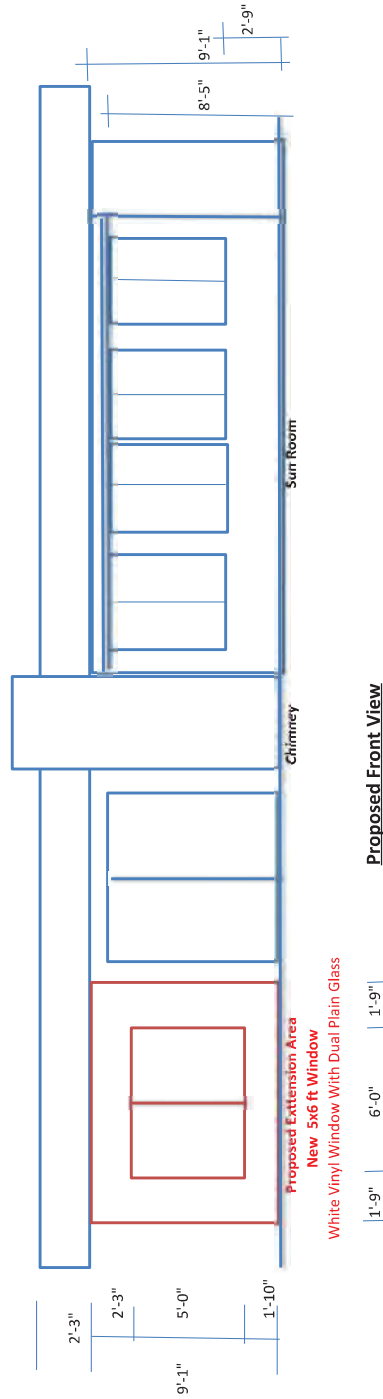
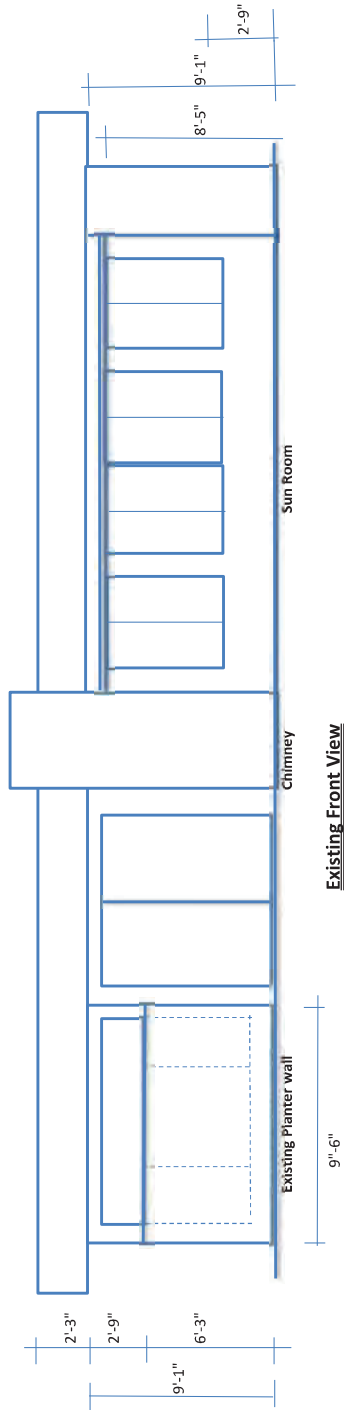
ATTACHMENT 1
SCOPE OF WORK



Existing 3555 A Floor Plan - CASA PALMA

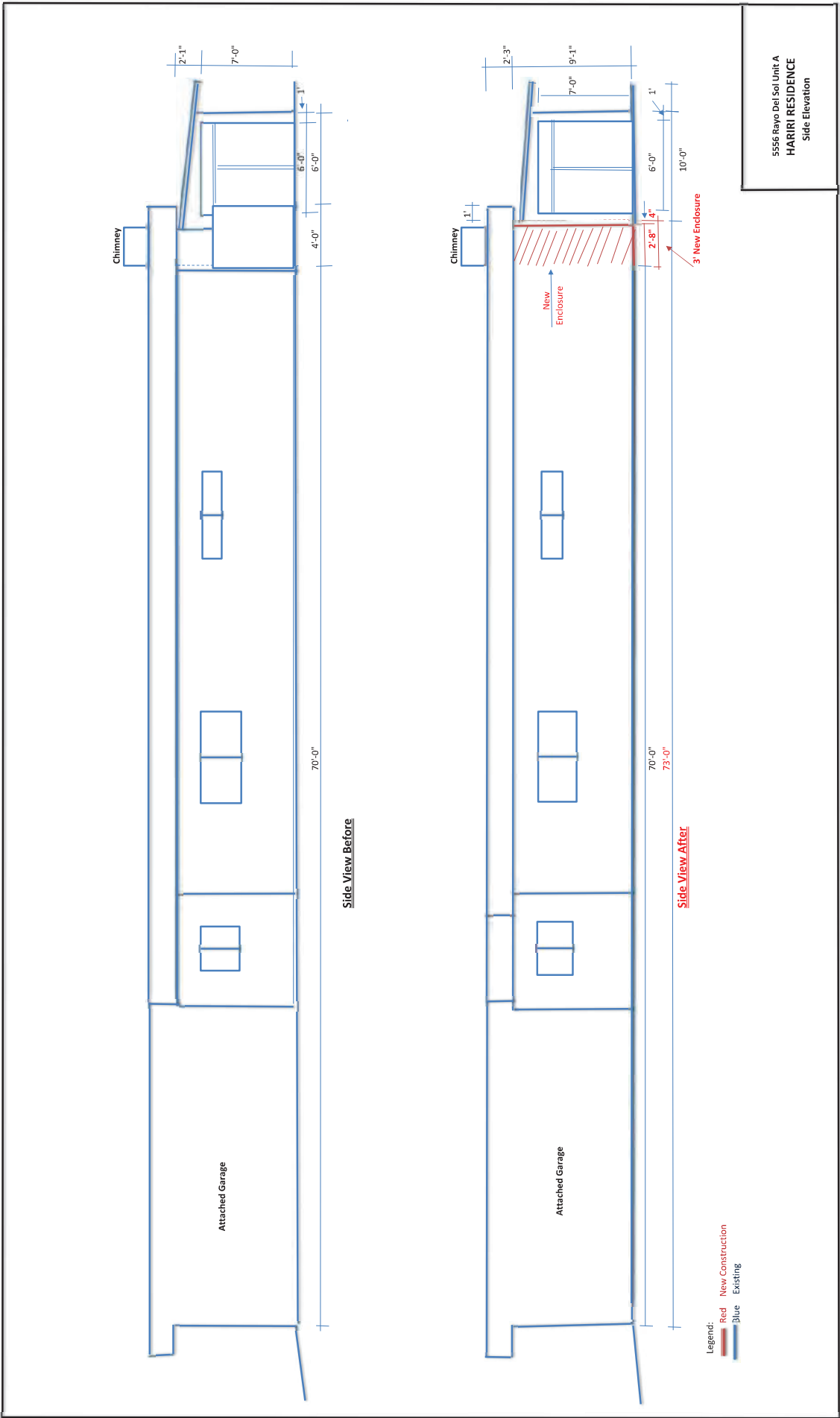


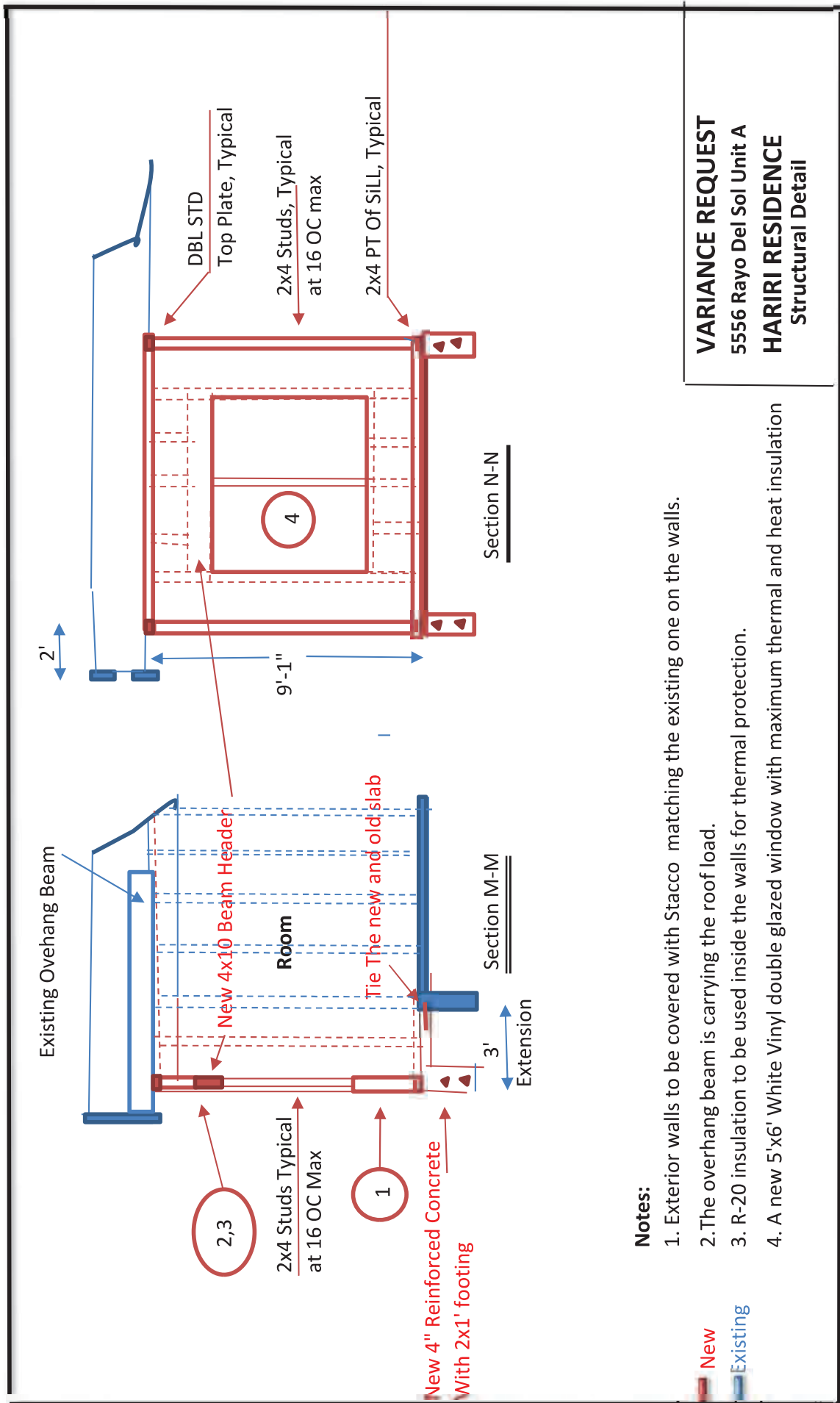




- Notes:**
1. Exterior walls to be covered with Stacco matching the existing one on the walls.
 2. The overhang is carrying the roof load. The new extended section of the walls bear no load. No additional Roofing will be required.
 3. R-20 insulation to be used inside the walls for thermal protection.
 4. A new 5'x6' white vinyl double glazed double pane window with maximum thermal and heat insulation

VARIANCE REQUEST
5556 Rayo Del Sol Unit A
HARIRI RESIDENCE
Front View







Laguna Woods Village.

ATTACHMENT 2 APPLICATION

MANOR # 5555 A

☐ ULWM

☐ TLHM

Variance Request Form

SA _____

Model:	Plan: <u>CASA PALMA</u>	Date: <u>3/1/21</u>
Member Name: <u>SAMAD HARIRI</u>	Signature: <u>Sam B. Hariri</u>	
Phone: [REDACTED]	E-mail: [REDACTED]	
Contractor Name/Co: <u>ONE WAY CONSTRUCTION</u>	Phone: [REDACTED]	
Owner Mailing Address: (to be used for official correspondence) <u>5555 Razo Del Sol, Unit A, Laguna Woods, Ca 92637</u>		

Description of Proposed Variance Request ONLY:

Remove existing planter wall. Extend master bathroom wall three feet out in the planter section. Remodel bath room as shown in the attached plan to create one more room. The extension will be under the present roof overhang and no roofing is added.

Dimensions of Proposed Variance Alterations ONLY:

Extend the wall 3 feet in the planter area Adding 3' x 9' feet additional area to the existing bath room.

FOR OFFICE USE ONLY

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

Alteration Variance Request Check Items Received: <input type="checkbox"/> Drawing of Existing Floor Plan <input type="checkbox"/> Drawing of Proposed Variance <input type="checkbox"/> Dimensions of Proposed Variance <input type="checkbox"/> Before and After Pictures <input type="checkbox"/> Other: _____	Complete Submittal Cut Off Date: Meetings Scheduled: Third AC&S Committee (TACSC): _____ United M&C Committee: _____ Board Meeting: _____ <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other _____
--	---

ATTACHMENT 3
PHOTOS



FRONT - STREET VIEW



REAR PRIVATE GARDEN WALL AND PATIO



VIEW OF PRIVATE GARDEN WALL



VIEW TOWARD PRIVATE GARDEN AND SUN ROOM



LIVING ROOM VIEW TO PRIVATE GARDEN WALL



MASTER BATH VIEW TOWARD PRIVATE GARDEN

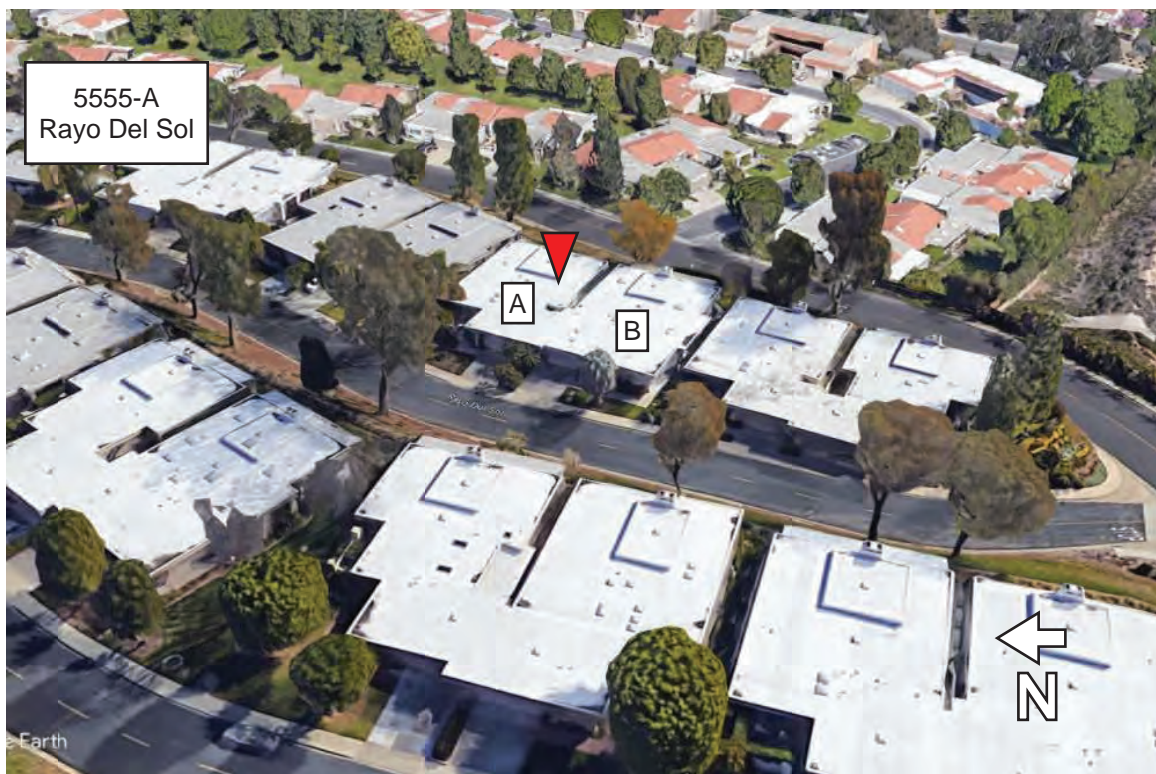
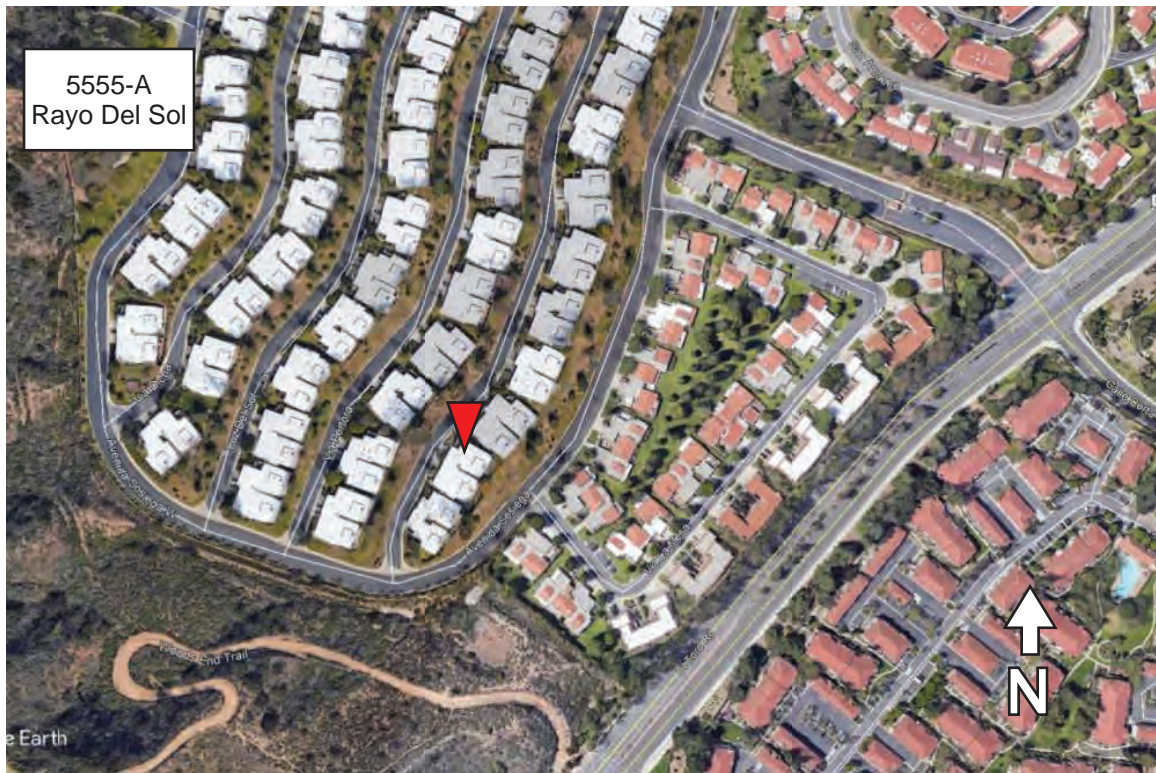


MASTER BATH VIEW TOWARD MASTER BEDROOM



REAR - STREET VIEW

ATTACHMENT 4 AERIALS



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ATTACHMENT A3

RESOLUTION 03-22-XX

Variance Request

WHEREAS, Mr. Hariri of 5555-A Rayo Del Sol, a Casa Palma style manor, requests Board approval of a variance to add a room addition in the rear private garden; and,

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected units December 1, 2021, 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 27, 2021.

NOW THEREFORE BE IT RESOLVED, on January 18, 2022, the Board of Directors hereby approves the request to add a room addition in the rear private garden;

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 5555-A Rayo Del Sol and all future Mutual members at 5555-A Rayo 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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RESOLUTION 03-22-xx
APPOINTMENT OF OFFICERS

RESOLVED, on January 18, 2022, pursuant to Third Laguna Hills Mutual Bylaws Article 9 which sets guidelines, terms and responsibilities for the election of Officers to this Corporation the following persons are hereby elected to the office indicated next to their names to serve:

Robert Mutchnick	President
Annie McCary	1 st Vice President
Ralph Engdahl	2 nd Vice President
Lynn Jarrett	Secretary
Donna Rane-Szostak	Treasurer

RESOLVED FURTHER, that the following Staff person is hereby appointed as ex Officio officer of this Corporation:

Siobhan Foster	Vice President ex Officio
XXXX XXXX	Assistant Secretary ex Officio
Steve Hormuth	Assistant Treasurer ex Officio

RESOLVED FURTHER, that Resolution 03-21-77, adopted October 19, 2021, is hereby superseded and cancelled; and

RESOLVED FURTHER; that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.

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STAFF REPORT

DATE: January 18, 2022
FOR: Board of Directors
SUBJECT: Stepping Stone Approval Process and Guidelines

RECOMMENDATION

Approve the Stepping Stone Resolution and Guidelines.

BACKGROUND

At the September 29, 2021, Landscape Committee meeting, the committee discussed this topic and made a recommendation of approval to the Board. The Board of Directors reviewed this report on November 16, 2021; the Board requested revisions to the attachments and sent it back to Committee. The committee reviewed the updates at their December 2, 2021, and are recommending approval.

Stepping stones in common area have long been a contentious subject in Third Mutual. There have been various resolutions adopted and revoked over the years (Attachment 1). The most recent Board action on the subject was Resolution 03-07-02 in which the stepping stone standard was revoked and required an application for a variance from the Alterations Committee.

DISCUSSION

Stepping stones are popular with residents; they enable them to access hose bibs, gardens, and electrical panels.

The most recent Board action requires the time-consuming process of applying for an architectural variance. As the stepping stones are located within the common area landscaping, the issue is better served by review from the Landscape Committee. Additionally, with the proposed process, the member would submit a Landscape Request form which is free to the members; requiring an Architectural Variance is an expensive and time-consuming process.

The proposed resolution (Attachment 2) would change the process to the Landscape Request form.

The proposed resolution makes it clear that stepping stones are not a gift of common area and must be temporary in nature. All existing stepping stones not approved by this process, the variance process, or by Standard, will need to be removed.

FINANCIAL ANALYSIS

There are no funds attributable to this action.

Prepared By: Kurt Wiemann, Director of Landscape Services
Reviewed By: Eve Morton, Landscape Coordinator

ATTACHMENT(S)

- Attachment 1:** Stepping Stone Resolution History
- Attachment 2:** Proposed Stepping Stone Resolution and Guidelines
- Attachment 3:** Sample Landscape Request Form (Blank and Completed)
- Attachment 4:** Resolution 03-22-XX

ATTACHMENT 1

Stepping Stone Resolution History in Third Mutual

Resolution Number	Topic	Date Approved
M385-7	Prohibition of stepping stones in common area	1/15/85
M396- 28	Approve Third LHM Alteration Standards revised	5/21/96
03-05-19	Approval of New Alteration Standard, Section 36 <i>Stepping Stones</i> (Resolution M3-96-28, adopted May 21, 1996 is amended and Resolution M3-85-7 adopted January 15, 1985 is cancelled)	9/20/05
03-07-02	Approval to revoke Alteration Standard <i>Section 36 – Stepping Stones</i> (Resolution M3-96-28, adopted May 21, 1996 is amended; and Resolution 03-05-19, adopted September 20, 2005 is cancelled.)	1/16/07
03-09-108	Adopt policy to allow for the installation of pavers, gravel, decomposed granite, and stepping stones as part of the re-landscaping program for soil retention in areas not to exceed 300 square feet	09/15/09

THIRD LAGUNA HILLS MUTUAL

Stepping Stone Guidelines

PLANS: The Member applying for a Landscape Variance shall provide to the Landscape Department a Landscape Request Form with detailed plan(s), for approval, indicating all work to be done, i.e., size, location, description, and specifications.

2.0 PREPARATIONS

- 2.1 Stepping stones shall not be used to create a new path across common area for access to exclusive use patios, courtyards or parking areas.
- 2.2 No stepping stones will be allowed that will hinder yard drainage.
- 2.3 In no case will stepping stones cover over sprinklers, sprinkler lines, or other related items.
- 2.4 Stepping stones may not hinder access by maintenance crews.
- 2.5 Stepping stones will not be allowed farther than four feet from the walls of the manor. No stepping stones will be permitted in the grass.
- 2.6 Stepping stone layout will only be permitted to provide access from a point of ingress/egress to a hose bib, an existing patio gate or opening and/or personal plants.

3.0 APPLICATIONS

- 3.1 Stepping stones should be constructed of concrete. No wood or degradable products.
- 3.2 All stepping stones must have a non-slip/non-skid surface.
- 3.3 All stepping stones must have a minimum diameter or width of 12 inches.
- 3.4 Stepping stones should be spaced no more than eight inches apart.
- 3.5 The layout created with the stepping stones should be no greater than two feet wide.
- 3.6 No decorative material may be used to fill in the spacing between stepping stones (i.e. gravel, pebbles, etc.)

MUTUAL LANDSCAPE REQUEST FORM

PLEASE NOTE: THIS FORM IS NOT INTENDED FOR ROUTINE MAINTENANCE REQUESTS

For all non-routine requests, please fill out this form. Per the policy of your Mutual, if your request falls outside the scope of the managing agent's authority, it will be forwarded to the Mutual's Landscape Committee for review. If you are unsure whether your request falls into this category, first contact Resident Services at 597-4600 in order to make that determination.

PLEASE RETURN COMPLETED REQUEST FORM TO RESIDENT SERVICES.

Resident/Owner Information

You must be an owner to request non-routine Landscape requests.

Address

Today's Date

Resident's Name

Telephone Number

Non-Routine Request

Please checkmark the item that best describes your request. If none apply, please checkmark "Other" and explain.

☐ Tree Removal

☐ New Landscape

☐ Off-Schedule Trimming

☐ Other (explain): _____

Reason for Request

Please checkmark the item(s) that best explain the reason for your request.

☐ Structural Damage ☐ Sewer Damage ☐ Overgrown ☐ Poor Condition

☐ Litter/Debris ☐ Personal Preference

☐ Other (explain): _____

GUIDELINES:

- Structural/Sewer Damage: Damage to buildings, sidewalks, sewer pipes, or other facilities may justify removal if corrective measures are not practical.
- Overgrown/Crowded: Trees or plants that have outgrown the available space may justify removal.
- Damaged/Declining Health: Trees or plants that are declining in health will be evaluated for corrective action before removal/replacement is considered.
- Litter and Debris: Because all trees shed litter seasonally, generally this is not an adequate reason to justify removal. However, if granted, removal/replacement may be at the resident's expense.
- Personal Preference: Because one does not like the appearance or other characteristics of the tree or plant generally does not justify its removal. However, if granted, removal/replacement is usually at the resident's expense.

Description & Location of Request

Please briefly describe the situation and the exact location of the subject of the request (e.g., "roots of pine tree in front of manor XYZ are lifting the sidewalk"). Attach pictures as necessary.

Signatures of All Neighbors Affected By This Request

Because your request may affect one or more of your neighbors, it is imperative that you obtain their signatures, manor numbers, and whether they are for, undecided, or against this request.

Signature	Manor #	For	Undecided	Against

(Please attach a separate sheet if more signatures are necessary.)

Acknowledgement - Owner

By signing, you are acknowledging this request.

Owner's Signature

Owner's Name

OFFICE USE ONLY

MOVE-IN DATE: _____

DATE: _____ INITIALS: _____

530 _____ 540 _____

570 _____ LAST PRUNED: _____

RELANDSCAPED: _____

NEXT TIME: _____

TREE SPECIES: _____

COMMENTS: _____

TREE VALUE: _____ TREE REMOVAL COST: _____

MUTUAL LANDSCAPE REQUEST FORM**PLEASE NOTE: THIS FORM IS NOT INTENDED FOR ROUTINE MAINTENANCE REQUESTS**

For all non-routine requests, please fill out this form. Per the policy of your Mutual, if your request falls outside the scope of the managing agent's authority, it will be forwarded to the Mutual's Landscape Committee for review. If you are unsure whether your request falls into this category, first contact Resident Services at 597-4600 in order to make that determination.

PLEASE RETURN COMPLETED REQUEST FORM TO RESIDENT SERVICES.**Resident/Owner Information***You must be an owner to request non-routine Landscape requests.*

5599 Ronda Granada
Address

11-15-2021
Today's Date

Elizabeth Smith
Resident's Name

[REDACTED]
Telephone Number

Non-Routine Request*Please checkmark the item that best describes your request. If none apply, please checkmark "Other" and explain.*☐ Tree Removal☐ New Landscape☐ Off-Schedule Trimming

☒ Other (explain): would like to place stepping stones to access
my hose bib

Reason for Request*Please checkmark the item(s) that best explain the reason for your request.*☐ Structural Damage☐ Sewer Damage☐ Overgrown☐ Poor Condition☐ Litter/Debris☐ Personal Preference☐ Other (explain): _____**GUIDELINES:**

- Structural/Sewer Damage: Damage to buildings, sidewalks, sewer pipes, or other facilities may justify removal if corrective measures are not practical.
- Overgrown/Crowded: Trees or plants that have outgrown the available space may justify removal.
- Damaged/Declining Health: Trees or plants that are declining in health will be evaluated for corrective action before removal/replacement is considered.
- Litter and Debris: Because all trees shed litter seasonally, generally this is not an adequate reason to justify removal. However, if granted, removal/replacement may be at the resident's expense.
- Personal Preference: Because one does not like the appearance or other characteristics of the tree or plant generally does not justify its removal. However, if granted, removal/replacement is usually at the resident's expense.


Description & Location of Request

Please briefly describe the situation and the exact location of the subject of the request (e.g., "roots of pine tree in front of manor XYZ are lifting the sidewalk"). Attach pictures as necessary.

I would like to place 12 inch, round, concrete stepping stones from my front walkway to the hose bib located at the side of my manor.

Signatures of All Neighbors Affected By This Request

Because your request may affect one or more of your neighbors, it is imperative that you obtain their signatures, manor numbers, and whether they are for, undecided, or against this request.

Signature	Manor #	For	Undecided	Against
	5598	✓		

(Please attach a separate sheet if more signatures are necessary.)

Acknowledgement - Owner

By signing, you are acknowledging this request.


Owner's Signature

Elizabeth Smith
Owner's Name

OFFICE USE ONLY

MOVE-IN DATE: _____

DATE: _____ INITIALS: _____

530 _____ 540 _____

570 _____ LAST PRUNED: _____

RELANDSCAPED: _____

NEXT TIME: _____

TREE SPECIES: _____

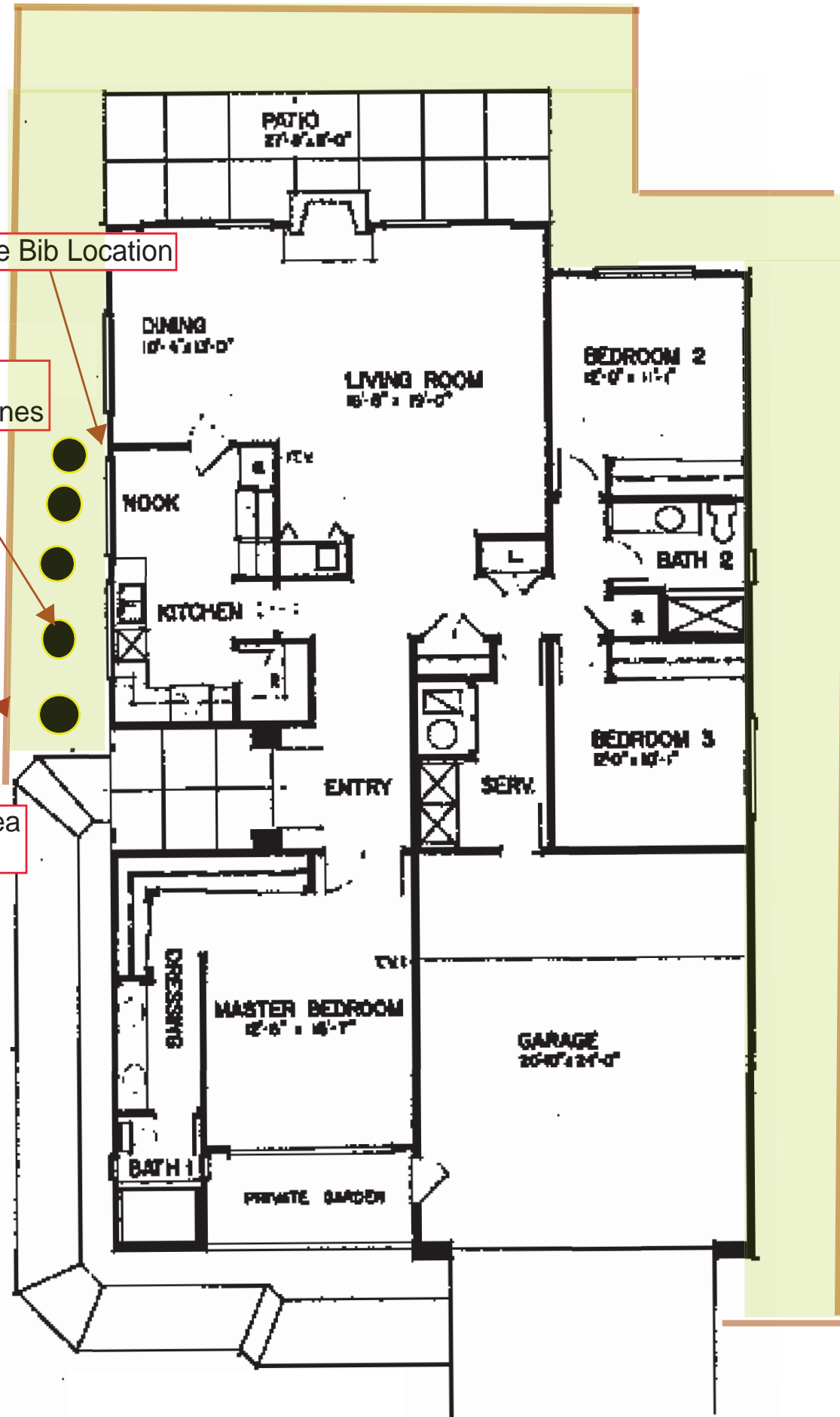
COMMENTS: _____

TREE VALUE: _____ TREE REMOVAL COST: _____

Existing Hose Bib Location

Proposed Stepping Stones

Common Area Shrub Beds



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ATTACHMENT 4

RESOLUTION 03-21-XX

Stepping Stone Policy and Guidelines

WHEREAS, on January 16, 2007, that the Board of Directors adopted Resolution 03-07-02 Approval to Revoke Alteration Standard Section 36 – Stepping Stones;

WHEREAS, Resolution 03-07-02, revoked the standard for stepping stones and required a variance application to the Architectural Committee;

WHEREAS, the Landscape Committee determined that stepping stones are temporary in nature and are placed within common area landscaping;

WHEREAS, the Landscape Committee determined that requiring a variance application is unduly burdensome for Members and the process could be simplified by use of the Landscape Request form.

NOW THEREFORE BE IT RESOLVED, January 18, 2022, the Board of Directors approves the change from variance request to landscape request form and consideration thereof shall be performed by the Landscape Committee;

RESOLVED FURTHER, all new stepping stone installations shall be performed following the attached Stepping Stone Guidelines and all existing stepping stone installations not previously approved by Variance or Standard, shall be removed through the Compliance process or at Resale, whichever occurs first;

RESOLVED FURTHER, Resolution 03-07-02, adopted January 16, 2007, is hereby superseded in their entirety and no longer in effect;

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

(OCTOBER Initial Notification—NOVEMBER sent back to Committee—DECEMBER reintroduced—28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)

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ENDORSEMENT (to board)

Partial Reimbursement for Expenses Related to MI Event at 3067 B Via Serena N

Senior Management Analyst, Laurie Chavarria summarized the report and answered questions from the Committee.

A motion was made and unanimously approved to recommend the Board approve a reimbursement be paid to Ms. Wilson in the amount of \$1,604.12, for the costs she incurred for plumbing repairs and dry down expenses related to a copper pipe supply line leak at Manor 3067-N. The committee recommends that the \$587 paid to Patriot Environmental Lab Services not be reimbursed.

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STAFF REPORT

DATE: January 18, 2022
FOR: Board of Directors
SUBJECT: Partial Reimbursement Approval to Lois Wilson for Repairs and Restoration at 3067-B Via Serena North

RECOMMENDATION

The Third M&C Committee recommends that the Board approve a partial reimbursement to Ms. Lois Wilson, the non-occupant owner of 3067-B, for plumbing repair and dry down expenses she incurred related to an in-wall plumbing leak at her manor, in the amount of \$1,604.12.

BACKGROUND

On November 22, 2021, Ms. Lois Wilson, the non-occupant owner of Manor 3067-B, reported that the hallway carpet in her unit was wet from an unknown source. An emergency service order was entered in the database at 9:13am and the Mutual's in-house Plumbing Foreman printed the service order at 9:20am and assigned it to a plumbing technician. There were 56 reported plumbing emergencies received that day, and a plumbing technician was unable to respond until 3:25pm. The hand-written note on the service order states that an outside plumber was already performing a repair to the Mutual's water pipe and a dry down company was setting up equipment when the in-house plumber arrived. Staff was informed that a pin hole leak was found in the hot water line between the hallway closet and an adjacent bathroom (Attachment 1).

On November 23, 2021, a Damage Restoration Coordinator made a same day appointment to inspect the unit for damage. The coordinator was informed by the occupant that the non-occupant owner contacted her insurance company and hired their own plumber and restoration company. An air scrubber and a dehumidifier were setup inside the hallway closet. During the inspection, secondary damage (mold) was found on the hall closet walls near the plumbing manifold, where the copper line was repaired (Attachment 2). This indicates the leak had gone unnoticed for some time.

On January 3, 2022, the M&C Committee reviewed the staff report with supporting documents and asked questions of staff and Ms. Wilson. The Committee discussed the costs the Mutual would have incurred if staff would have performed the plumbing repair and utilized the Mutual's restoration contractor. It was determined that the environmental testing that was paid for by Ms. Wilson would not have been necessary if staff had been given enough time to respond to the emergency plumbing request. By a unanimous vote, the Committee recommended that Ms. Wilson receive reimbursement for all the costs she incurred except for the \$587 that was paid to Patriot Environmental Lab Services, for a total reimbursement of \$1,604.12.

DISCUSSION

On November 30, 2021, the non-occupant owner, Ms. Lois Wilson, sent an email to the General Manager's office explaining why she felt she had to call an outside plumber and restoration company to fix the leak and begin remediation instead of waiting for the Mutual's staff to arrive (Attachment 5).

Ms. Wilson alleges that the leak was an emergency and that she could not wait for the in-house plumbers to inspect and complete the repairs. Ms. Wilson brought in an outside company who performed repairs. Had Ms. Wilson allowed staff enough time to respond and perform the repairs to Mutual property, she would not have incurred expenses for a plumbing repair, remediation and environmental testing.

In the email to the General Manager, she requests reimbursement for the costs she incurred for this expense. Ms. Wilson submitted paid receipts and a statement from her insurance company (Attachment 6) for the Committee to review. Although Ms. Wilson contacted her insurance company, they have stated that this work is the Mutual's responsibility and cannot be covered under her policy.

FINANCIAL ANALYSIS

If the requested reimbursement to Ms. Lois Wilson is approved by the Board, the cost would be paid from the Disaster Fund.

Prepared By: Laurie Chavarria, Sr. Management Analyst

Reviewed By: Manuel Gomez, Maintenance and Construction Director

ATTACHMENT(S)

Attachment 1– 11/22/2021 Emergency Plumbing Service Order S021638736

Attachment 2 – Pictures of Secondary Damage in Hallway Closet

Attachment 3 – 12/01/2021 Emergency Plumbing Service Order S021641104

Attachment 4 – 12/02/2021 Emergency Plumbing Service Order S021641349

Attachment 5 – Reimbursement Request

Attachment 6 – Paid Receipts, Bank Statement & Insurance Statement

Page 3

Completed Stamp - 12/7/2021 DBASEUNITYSCHEDULESERVICE 12/7/2021 8:37:37 AM Completed on 12/7/2021 at 8:37:37 AM	TK	S021638736
Address: 3067-B 3067 Via Serena N Unit B Plan:San Clemente CDS:316 Request: 7919: Plumbing Leak Reported Work Center: 914 - Plumbing Requested By: Lois Pardo Wilson Corporation: Third Clerk: felix Phone: XXXXXXXXXX Job Code: XXXXXXXXXX	Occurrences: 1 Requested Date: 11/22/2021 Schedule Date: Complete Date: 11-22-21	Parent Form: More Work Needed <input type="checkbox"/> 173 Request follow up work.
Office Notes:		

Leak Type

- ☐ 869: PVC
- ☐ 870: Standpipe
- ☐ 857: Transite

Leak Area

- ☐ 874: Fitting
- ☐ 873: Joint
- ☐ 872: Pipe
- ☐ 871: Unspecified

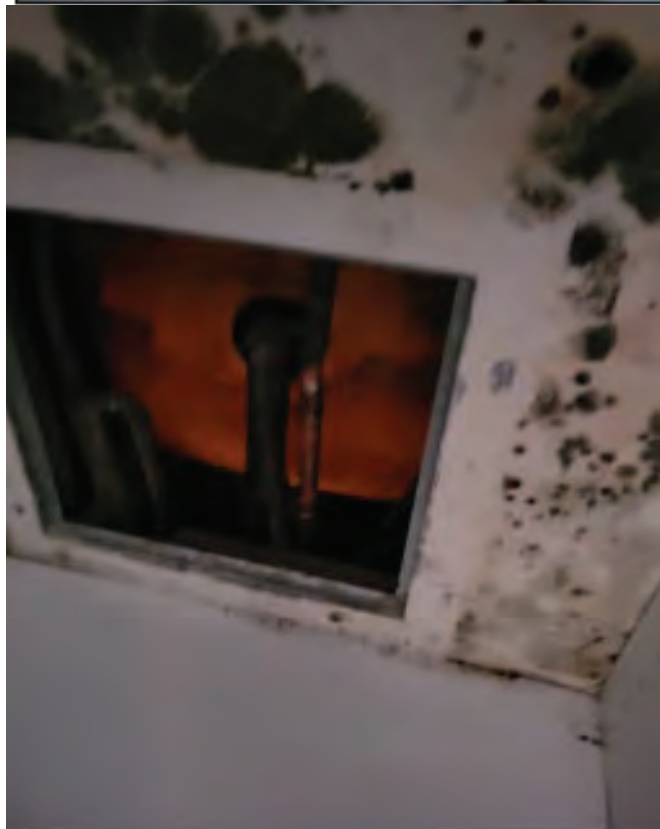
Cancel By	Reason for Cancel
Office	167: Not Home for Sched. Appt
Employee	168: No Work Needed
Resident	169: Work already Done
Board/Committee	170: Duplicate Ticket
	171: Unable to Contact Res
	172: Needs Outside Service

[illegible]

outside plumber snid
pin hole in hot water line behind tub. I pulled off
let them so
told them how things work

Resident/Authorized Party	<input checked="" type="checkbox"/> <i>J. Smith, Mother</i>	Employee	<input type="checkbox"/> <i>[Signature]</i>	HM	11-22-21
---------------------------	---	----------	---	----	----------

Attachment 2 – Pictures of Secondary Damage in Hall Closet



Completed

COPY

TK

FORM: 21641104

FIELD WORK ORDER

Owner	3067-B	Occupancies	Parent Form
Address	7919		
Requesting	914-PLUMBING	12-1-21	
Work Order			
Requested By		Requested Date	
Corporation	Client	Schedule Date	
Phone			
Job Code		Complete Date	12-1-21

Leak Cause <input type="checkbox"/> 85A: Age/Deterioration <input type="checkbox"/> 85B: Exterior Corrosion <input type="checkbox"/> 85C: Interior Corrosion <input type="checkbox"/> 85D: Outside Owner <input type="checkbox"/> 85E: Roots <input type="checkbox"/> 85F: Unidentified Leak Type <input type="checkbox"/> 86A: ABS	Leak Type <input type="checkbox"/> 86B: Cast Type <input type="checkbox"/> 86C: Clay <input type="checkbox"/> 86D: Copper - Cold Side <input type="checkbox"/> 86E: Copper - Hot Side <input type="checkbox"/> 86F: Galvanized <input type="checkbox"/> 86G: Other/Non-Pipe <input type="checkbox"/> 86H: Poly/Metal	Leak Type <input type="checkbox"/> 86I: PVC <input type="checkbox"/> 86J: Steel/Pipe <input type="checkbox"/> 86K: Transition Leak Area <input type="checkbox"/> 87A: Fitting <input type="checkbox"/> 87B: Joint <input type="checkbox"/> 87C: Pipe <input type="checkbox"/> 87D: Unidentified Other <input type="checkbox"/> 88D: Non-Standard Fittings
---	--	--

Old S/N:	New S/N:	Old M/N:	New M/N:
Field Notes:			

FOUND WATER LEAKING OUT OF THE 1/2" HOT WATER LINE THAT WAS PREVIOUSLY REPAIRED BY AN OUTSIDE PLUMBING COMPANY. THE LEAK WAS AT WHERE THE PIPE COMES OUT FROM THE SLAB. I HAD TO CUT AND CAP THE LINE TO STOP THE LEAK.

[illegible]

Total Units:	0.7
--------------	-----



If you have any questions regarding service please call 597-4600.	
Resident <i>X Submittal Member</i>	Total Units <i>0.7</i>
Employee <i>9</i>	Subs/Visor/Foreman <i>EC 12-2</i>

Attachment 5 – Reimbursement Request (2 pages)

From: Lois [REDACTED]
Sent: Tuesday, November 30, 2021 10:17 AM
To: General Manager <GeneralManager@vmsinc.org>
Subject: 3067 B Via Serena N

November 30, 2021

Attn: General Manager,

The morning of November 22, 2021 I stood on hold for exactly 57 minutes trying to reach someone/anyone in the maintenance department. I spoke to a very helpful man named Ruben. I explained to Ruben we had a leak and it seems to be spreading. Ruben scheduled the plumber to come out. By noon same day the leak was actively sprouting water and there was no show of the plumber. I called again, I was on hold for your customer service and the phone just rang and rang. Frustrated and concerned of more possible damage it was suggested that I shut the water. Honestly, I or Shula have no idea how to do that nor do we have any tools. A neighbor came out (seemingly annoyed and upset) told us not to shut the water because we could possibly shut his water. So of course, not affecting another resident I didn't shut the water (which I had no idea how to do.) I tried again to reach your customer service and the phone just rings and rings.

To continue, by 2:00pm no plumber and still the water is just sprouting out even more. I was afraid the pipe would just POP, so I called my homeowners insurance and asked what I do. The leak was in common wall (condo) closet and they gave me a contact company Dry Master. Dry Master and the plumber came immediately and put a sleeve on the leak, set up fans, took pictures and explained this is wear and tear and the responsibility belong to LW. By late afternoon the LW plumber showed up looked at the pipe and left. If I was able to reach someone on a timely timeframe, if the plumber came out or at least contacted us of his timeframe we could have explained the water is just sprouting out. More damage is being done to the walls, carpet, paint, wallpaper. At that point it only made sense to call someone for immediate assistance. For all we knew the plumber would never show up. When we have zero contact, lack of communication the only recourse I had was to call Dry Master for immediate assistance.

Next day Joe came, he was extremely kind and helpful. Thank you for sending him. In the meantime, I still have the fans and set up from Dry Master and I was told that I needed an Asbestos inspection. Which I had and found out my manor has Asbestos that needs to be removed ASAP.

Also note, I have submitted emails with no replies. Honestly, the communication is lacking. However once Joe Ceja came to the rescue, he has been wonderful and very communicative with us. Joe is an asset to Laguna Woods. He answers calls and text right away, he gives us updates. Joe offers the kind of quality service of a professional.

Once it was confirmed that LW would be out to set up repairs and remove the Asbestos I am submitting the bills for reimbursement of money I paid.

See attachments of statements and reports.

Please make check payable to Lois Wilson upon receipt of this letter.

Third Laguna Woods Mutual
Partial Reimbursement for Expenses Related to MI Event at 3067-B Via Serena North
January 18, 2022
Page 8

Thank you,

Lois Wilson
3067 B Via Serena N
Laguna Woods, CA 92637



Date	Company	Description	Amount Due
11/22/2021	Dry Master	Plumber / Stop the immediate active pipe leak.	301.50
11/22/2021	Dry Master	Dry out residential, multiple days of service	1302.62
11/29/2021	Patriot Environmental Lab Services	Asbestos Survey	587.00
		Reimburse Total	\$2,191.12

Sent from my iPhone

Attachment 6 – Paid Receipts, Bank Statement & Insurance Statement (18 pages)



Invoice

Date	Invoice #
11/24/2021	

Bill To
Lois Wilson 3067 Via Serena N. #B Laguna Woods, CA 92637 USA

Project
Lois Wilson 3067 Via Serena N. #B Laguna Woods, CA 92637 USA

Phone #	Job #	P.O. No.	Terms
			Due on receipt

Plumber

Description	Amount
Technician (Hogue) was called out for a pinhole leak below tub behind access panel in closet. Leak was the 1/2" copper pipe going down to the hot manifold. Turned water off, drained system, cut out defective section of pipe and soldered in a new piece of copper L pipe. Turned on water and tested for leaks. No further leaks at this time.	
<div>We are forwarding a copy of the invoice we sent to your insurance company for your records. Please contact our office upon receipt of the insurance payment.</div>	
Please reference our invoice: # on your payments. Thank You.	





Invoice

Date	Invoice #
11/29/2021	

Bill To
Lois Wilson 3067 Via Serena N. #B Laguna Woods, CA 92637

Project
Lois Wilson 3067 Via Serena N. #B Laguna Woods, CA 92637

Phone #	Job #	P.O. No.	Terms
			Due on receipt

Description	Amount
Dry Out Residential	
Please reference our invoice # on your payments. Thank You.	



Insured: Wilson, Lois
Property: 3067 Via Serena N. #B
Laguna Woods, CA 92637

Claim Rep.: Mikel Finley
Position: Estimator

Estimator: Mikel Finley
Position: Estimator

Claim Number

Policy Number:

Type of Loss: Water Damage

Date of Loss: 11/22/2021 2:04 PM
Date Inspected: 11/22/2021 2:04 PM

Date Received:
Date Entered: 11/22/2021 2:03 PM

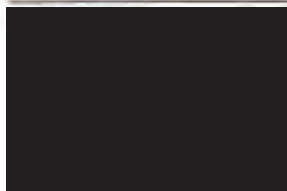
Price List: CAOG8X_NOV21
Restoration/Service/Remodel
Estimate: 21-2136-WTR-FINAL

This is preliminary estimate designed to provide you a more accurate assessment of your project. The estimate is subject to change during/after final completion as additional demo may be necessary and/or containment need to be adjusted to complete the project.

If this project is a mold remediation and/or asbestos abatement clearance testing may be required. The cost of such testing is NOT included in our scope of work and is typically handled with the owner and testing agency directly. DryMaster is not affiliated with any Industrial Hygienist or testing agency, but we can refer such vendors if needed.

If this preliminary estimate is used to file a claim with the insurance company the estimate may be voided as there are additional requirements required by the insurance companies.

Third Laguna Woods Mutual
 Partial Reimbursement for Expenses Related to MI Event at 3067-B Via Serena North
 January 18, 2022
 Page 13



21-2136-WTR-FINAL

Main Level

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Emergency service call - during business hours	1.00 EA	0.00			
2. Equipment setup, take down, and monitoring (hourly charge)	5.00 HR	0.00			
3. Personal protective mask (N-95)	4.00 EA	0.00			
4. Personal protective gloves - Disposable (per pair)	4.00 EA	0.00			

Total: Main Level



Closet

Height: 8'

128.00 SF Walls	14.22 SF Ceiling
142.22 SF Walls & Ceiling	14.22 SF Floor
1.58 SY Flooring	16.00 LF Floor Perimeter
16.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
5. Dehumidifier (per 24 hour period) - Large - No monitoring	7.00 EA	0.00			
6. Air mover (per 24 hour period) - No monitoring	7.00 EA	0.00			

Totals: Closet

Total: Main Level

Line Item Totals: 21-2136-WTR-FINAL



DryMaster



Grand Total Areas:

1,012.00	SF Walls	179.23	SF Ceiling	1,191.23	SF Walls and Ceiling
179.23	SF Floor	19.91	SY Flooring	126.50	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	126.50	LF Ceil. Perimeter
179.23	Floor Area	208.95	Total Area	1,012.00	Interior Wall Area
450.67	Exterior Wall Area	57.33	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		



DryMaster



Summary for Dwelling

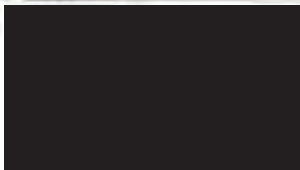
Line Item Total
Material Sales Tax
Replacement Cost Value
Net Claim



Mikel Finley
Estimator



DryMaster



Recap by Category

Items	Total	%
WATER EXTRACTION & REMEDIATION		
Subtotal		
Material Sales Tax		
Total		

INVOICEInvoice Date:
Nov 29, 2021Page:
1**TO:**

Lois Wilson

CLAIM #:**Representative:** JL-OC**P.O. #:****Project No:**

Project Name		Payment Terms	Due Date	Tax ID Number
Lois Wilson		C.O.D	12/29/21	33-0906719
Quantity	Item	Description	Unit Price	Extended Price
1.00	OR2240ZZZ	Asbestos Survey Investigation		
12.00	OR2290ZZZ	Asbestos PLM Analysis On 11/27/21 Job Site: Lois Wilson 3067 Via Serena N, Unit B Laguna Woods , 92637		
3.00	OR2271			

Payment / Credit Memo#: 036651**Subtotal****Payment/Credit Applied****TOTAL***For your convenience we accept VISA & MASTERCARD payments.***Or you may make a check payable to: Patriot Environmental Lab Services, Inc.**

For billing inquiries, please call (714) 899-8900 ext. 1240 or 1220 or fax to (714) 899-1188. Thank you for your business.

In any action to enforce collection of past due invoices from Patriot Environmental Lab Services, the Customer shall pay for all of the costs, collection agency fees, expenses, and reasonable attorney's fees incurred by Patriot and/or its agents.

Certificate of Analysis
 PLM Asbestos Identification

PATRIOT LAB

Lois Wilson
 Lois Wilson

Report Number:
 Project Number:
 Project Name: Lois Wilson
 Project Location: 3067 Via Serena N, Unit B
 Laguna Woods, 92637

Date Collected: 11/27/2021
 Date Received: 11/27/2021
 Date Analyzed: 11/27/2021
 Date Reported: 11/27/2021

Collected By: Frank Gallegos
 Claim Number:
 PO Number:
 Number of Samples: 15

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
888842-001 01	Bathroom 1 Wall	Drywall	White	85% Non-Fibrous Material 15% Cellulose

Total Asbestos **None Detected**

888842-002A 02	Bathroom 1 Wall	Joint Compound	White	98% Non-Fibrous Material
-------------------	-----------------	----------------	-------	--------------------------

Chrysotile 2 %
Total Asbestos **2 %**

888842-002B 02	Bathroom 1 Wall	Joint Compound	White	98% Non-Fibrous Material
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Chrysotile 2 %
Total Asbestos **2 %**

888842-002C 02	Bathroom 1 Wall	Drywall and Joint Compound	White	95% Non-Fibrous Material 5% Cellulose
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Chrysotile < 1 %
Total Asbestos **< 1 %**

888842-003 03	Hallway Closet Water Heater Closet Wall	Drywall	White	85% Non-Fibrous Material 15% Cellulose
------------------	---	---------	-------	---

Total Asbestos **None Detected**

Certificate of Analysis
 PLM Asbestos Identification



PATRIOT LAB

Lois Wilson



Report Number:



Project Number:

Project Name: Lois Wilson

Project Location: 3067 Via Serena N, Unit B
 Laguna Woods, 92637

Date Collected: 11/27/2021

Collected By: Frank Gallegos

Date Received: 11/27/2021

Claim Number:

Date Analyzed: 11/27/2021

PO Number:

Date Reported: 11/27/2021

Number of Samples: 15

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
888842-004A 04	Hallway Closet Water Heater Closet Wall	Joint Compound	White	98% Non- Fibrous Material
Chrysotile	2 %			
Total Asbestos	2 %			
888842-004B 04	Hallway Closet Water Heater Closet Wall	Joint Compound	White	98% Non- Fibrous Material
Chrysotile	2 %			
Total Asbestos	2 %			
888842-004C 04	Hallway Closet Water Heater Closet Wall	Drywall and Joint Compound	White	95% Non- Fibrous Material 5% Cellulose
Chrysotile	< 1 %			
Total Asbestos	< 1 %			
888842-005 05	Bathroom 2 Wall	Drywall	White	85% Non- Fibrous Material 15% Cellulose
Total Asbestos	None Detected			
888842-006A 06	Bathroom 2 Wall	Joint Compound	White	98% Non- Fibrous Material
Chrysotile	2 %			
Total Asbestos	2 %			

Certificate of Analysis
 PLM Asbestos Identification

PATRIOT LAB

Lois Wilson

Report Number:
 Project Number:
 Project Name: Lois Wilson
 Project Location: 3067 Via Serena N, Unit B
 Laguna Woods, 92637

Date Collected: 11/27/2021
 Date Received: 11/27/2021
 Date Analyzed: 11/27/2021
 Date Reported: 11/27/2021
 Collected By: Frank Gallegos
 Claim Number:
 PO Number:
 Number of Samples: 15

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
888842-006B 06	Bathroom 2 Wall	Joint Compound	White	98% Non-Fibrous Material
Chrysotile	2 %			
Total Asbestos	2 %			
888842-006C 06	Bathroom 2 Wall	Drywall and Joint Compound	White	95% Non-Fibrous Material 5% Cellulose
Chrysotile	< 1 %			
Total Asbestos	< 1 %			
888842-007 07	Halfway Closet Water Heater Closet Wall	Texture	White	98% Non-Fibrous Material
Chrysotile	2 %			
Total Asbestos	2 %			
888842-008 08	Halfway Closet Water Heater Closet Wall	Texture	White	98% Non-Fibrous Material
Chrysotile	2 %			
Total Asbestos	2 %			
888842-009 09	Halfway Closet Water Heater Closet Wall	Texture	White	98% Non-Fibrous Material
Chrysotile	2 %			
Total Asbestos	2 %			

Certificate of Analysis
 PLM Asbestos Identification



PATRIOT LAB

Lois Wilson



Report Number: 888842
 Project Number: QC151864zzz
 Project Name: Lois Wilson
 Project Location: 3067 Via Serena N, Unit B
 Laguna Woods, 92637

Date Collected: 11/27/2021
 Date Received: 11/27/2021
 Date Analyzed: 11/27/2021
 Date Reported: 11/27/2021

Collected By: Frank Gallegos
 Claim Number:
 PO Number:
 Number of Samples: 15

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
888842-002A	Samples contained layers.			
888842-004A	Samples contained layers.			
888842-006A	Samples contained layers.			

Megan Triay

Megan Triay - Analyst

Kwin Sheena Legaspi

Kwin Sheena Legaspi - Approved By

Bulk sample(s) submitted was (were) analyzed in accordance with the procedure outlined in the US Federal Register 40 CFR 763, Subpart F, Appendix A; EPA-600/R-93/116 (Method for Determination of Asbestos in Building Materials), and EPA-600/M4-82-020 (US EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples). Samples were analyzed using Calibrated Visual Estimations (CVES); therefore, results may not be reliable for samples of low asbestos concentration levels. Samples of wall systems containing discrete and separable layers are analyzed separately and reported as composite unless specifically requested by the customer to report analytical results for individual layers. This report applies only to the items tested. Results are representative of the samples submitted and may not represent the entire material from which the samples were collected. "None Detected" means that no asbestos was observed in the sample. "<1%" (less than one percent) or Trace means that asbestos was observed in the sample but the concentration is below the quantifiable level of 1%. This report was issued by a NIST/NVLAP (Lab Code 200358-0) and CADOHS- ELAP (Cert. No. 2540) accredited laboratory and may not be reproduced, except in full without the expressed written consent of Patriot Environmental Laboratory Services, Inc. This report may not be used to claim product certification, approval or endorsement by NIST, NVLAP, ELAP or any government agency.

ASB_Rap_8.14

12/9/21, 10:59 AM

Account Detail - Wells Fargo

WELLS FARGO

Lois checking

Account

Routing Numbers

Available balance

12/9/21, 10:59 AM

Account Detail - Wells Fargo

Date	Description	Deposits/Credits	Withdrawals/Debits	Ending Daily Balance
[REDACTED]				
12/02/21	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]				

State Farm General Insurance Company
Home Office, Bloomington, IL



December 2, 2021



RE: Claim Number: [REDACTED]
Date of Loss: November 21, 2021
Our Insured: Douglas W Wilson and Lois P Wilson

Dear Douglas and Lois Wilson:

Thank you for allowing us to investigate your above claim. I am writing to summarize our November 26, 2021 conversation.

Our investigation and evaluation of your loss has determined the damage is not covered by your policy. Our investigation included discussions with you and resident Shulamith Merton as well as the physical inspection of the property.

The predominant cause of the failure of the supply line, copper pipe is wear, tear and deterioration resulting in a pinhole leak. The pinhole leak allowed water to escape on a continuous or repeated basis resulting in water damage. This type of damage is specifically excluded by your policy FP 6131 along with endorsement FE 1205.1. The policy, with the endorsement, excludes coverage for wear and tear, and a continuous or repeated seepage or leakage of water from your plumbing system and states in part:

SECTION I - LOSSES INSURED

COVERAGE A - BUILDING PROPERTY, COVERAGE B - PERSONAL PROPERTY AND COVERAGE D - LOSS ASSESSMENT

We insure for accidental direct physical loss to the property covered under this policy except as provided in Section I - Losses Not Insured.

AMENDATORY ENDORSEMENT (California)

FE1205.1

SECTION I - LOSSES NOT INSURED is replaced by the following:

1. We do not insure under any coverage for any loss consisting of the items in paragraphs 2., 3., 4. or 5. below. This exclusion does not apply if the loss is caused by a peril which is not otherwise excluded.

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Page 2

December 2, 2021

2. We do not insure for any loss to the property described in Coverage A, Coverage B and Coverage D which is caused by one or more of the items below, regardless of whether the loss occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

- h. wear, tear, marring, scratching, deterioration, inherent vice, latent defect or mechanical breakdown;

However, we do insure for any resulting loss from items a. through n. unless the resulting loss is itself a Loss Not Insured by this Section.

4. We do not insure under any coverage for any loss which is caused by one or more of the items below, regardless of whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

- c. **Water Damage**, meaning:

- (4) continuous or repeated seepage or leakage of water or steam from a:
- (a) heating, air conditioning or automatic fire protective sprinkler system;
 - (b) household appliance; or
 - (c) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceiling or floor.

However, we do insure for any direct loss by fire, explosion or theft resulting from water damage, provided the resulting loss is itself a Loss Insured.

- f. **Fungus**, including the growth, proliferation, spread or presence of **fungus**, and including:

- (1) any loss of use or delay in rebuilding, repairing or replacing covered property, including any associated cost or expense, due to interference at the described premises or location of the rebuilding, repair or replacement of that property, by **fungus**;
- (2) any remediation of **fungus**, including the cost or expense to:

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Page 3
December 2, 2021

- (a) remove or clean the **fungus** from covered property or to repair, restore or replace that property;
 - (b) tear out and replace any part of the building or other property as needed to gain access to the **fungus**;
 - (c) contain, treat, detoxify, neutralize or dispose of or in any way respond to or assess the effects of the **fungus**; or
 - (d) remove any property to protect it from the presence of or exposure to **fungus**;
- (3) the cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of **fungus**, whether performed prior to, during or after removal, repair, restoration or replacement of covered property.

However, we will pay for loss as specified under **SECTION I - PROPERTY SUBJECT TO LIMITATIONS.**

5. We do not insure for loss described in paragraphs 2., 3. and 4. immediately above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:
- a. conduct, act, failure to act, or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent or without fault;
 - b. defect, weakness, inadequacy, fault or unsoundness in:
 - (1) planning, zoning, development, surveying, siting;
 - (2) design, specifications, workmanship, construction, grading, compaction;
 - (3) materials used in construction or repair; or
 - (4) maintenance;of any property (including land, structures or improvements of any kind) whether on or off the **residence premises**; or
 - c. weather conditions.

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Page 4
December 2, 2021

However, we do insure for any resulting loss from items a., b. and c. unless the resulting loss is itself a Loss Not Insured by this Section.

Additionally; State Farm Insurance was not allowed to inspect the failed water heater prior to disposal hindering our ability to conduct a more thorough investigation in breach of the policy's Conditions section regarding your duties after loss:

SECTION I – CONDITIONS

2. **Your Duties After Loss.** After a loss to which this insurance may apply, you shall see that the following duties are performed:
 - a. give immediate notice to us or our agent. Also notify the police if the loss is caused by theft, vandalism, or malicious mischief;
 - b. protect the property from further damage or loss, make reasonable and necessary temporary repairs required to protect the property, and keep an accurate record of repair expenditures;
 - c. prepare an inventory of damaged or stolen personal property showing in detail, the quantity, description, actual cash value and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory;
 - d. as often as we reasonably require:
 - (1) exhibit the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies; and
 - (3) submit to and subscribe, while not in the presence of any other **insured**, statements and examinations under oath;
 - e. submit to us, within 60 days after the loss, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;
 - (2) interest of the **insured** and all others in the property involved and all encumbrances on the property;
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of this policy;

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December 2, 2021

- (5) specifications of any damaged building and detailed estimates for repair of the damage;
- (6) an inventory of damaged or stolen personal property described in 2.c.;
- (7) records supporting the fair rental value loss.

We are required by California Insurance Regulations, Section 2695.7(b)(3), to advise you that if you believe this claim, or any part of this claim, has been wrongfully denied or rejected, you may have the matter reviewed by the California Department of Insurance, Claims Service Bureau, 300 South Spring Street, Los Angeles, California 90013, telephone 800 927 4357.

Pursuant to California law, you may obtain upon request copies of claim-related documents, as defined by Insurance Code Section 2071(a). These documents relate to the evaluation of damages of your claim and can include repair and replacement estimates and bids; appraisals, scopes of loss; drawings, plans, reports; and third party findings on the amount of loss.

The California Fair Claims Settlement Practices Regulations state that you must be notified of the following policy provision concerning suits against State Farm:

SECTION I – CONDITIONS

8. **Suit Against Us.** No action shall be brought unless there has been compliance with the policy provisions and the action is started within one year after the date of loss or damage.

The one-year period referred to begins to run as of the date of this letter.

This Company does not intend by this letter to waive any policy defenses in addition to those stated above and reserves its right to assert such additional policy defenses at any time.

Please provide the claim number on any correspondence you send to us.

If you have any questions or need further assistance, please call us at (844) 458-4300 Ext. 3097632203.

Sincerely,

Peter Thompson
Claim Specialist

[REDACTED]

State Farm General Insurance Company

ENDORSEMENT (to Board)

Lease Authorization – Lower Cap to 25%

At present, the average leasing percentage in Third is 26 percent. The timing of a reduction in the lease cap could be beneficial to the corporation while the actual rental percentage is now close to the more desirable lease percentage. Every day that the lower percentage is not adopted enables more owners to be protected by the 30 percent cap now in effect. One of the benefits of the lower cap is a possible increase in the property value that is desirable for Third Mutual. The existing policy can be easily amended to capture the lower rate.

On December 28, 2021, the Resident Policy and Compliance Committee reviewed presented Lease Authorization– Lower Cap to 25%.

Pamela Bashline, Community Service Manager, presented Lease Authorization– Lower Cap to 25%. Ms. Bashline explained that lowering the lease cap from 30 percent to 25 percent in order to align with state legislative guidelines, increase the pool of owner-occupied units and potentially reduce the finance and re-financing fees incurred by buyers and existing owners. The Committee commented and asked questions.

Director Jarrett made a motion to approve Lease Authorization– Lower Cap to 25% and units under current contract for lease will not be affected. Director Laws seconded the motion.

By unanimous vote, the motion carried.

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STAFF REPORT

DATE: December 28, 2021
FOR: Resident Policy and Compliance Committee
SUBJECT: Lease Authorization – Lower Cap to 25 Percent

RECOMMENDATION

Staff recommends lowering the lease cap from 30 percent to 25 percent in order to align with state legislative guidelines, increase the pool of owner-occupied units and potentially reduce the finance and re-financing fees incurred by buyers and existing owners.

BACKGROUND

As investment activity increased, Third Laguna Hills Mutual (Third) adopted, on April 23, 2020, Resolution 03-20-26, which established the Leasing Cap and Wait List Policy (ATT 1). The lease cap was originally adopted in 2008, but as the percentage of leased units approached 30 percent, it became clear that a strategy must be developed in order to maintain an orderly process.

Legislation became effective January 1, 2021 requiring that associations remove unreasonable rental restrictions. Lawmakers have determined that at least 25 percent of a development must be available to non-owners (tenants or renters). While Third Mutual has been up to this time more generous with respect to the total number of leased units, revisiting the lease cap at this time would arguably be a prudent consideration. The potential reduced cap would apply only to purchasers after the cap is amended.

DISCUSSION

At present, the average leasing percentage in Third is 26 percent. The timing of a reduction in the lease cap could be beneficial to the corporation while the actual rental percentage is now close to the more desirable lease percentage. Every day that the lower percentage is not adopted enables more owners to be protected by the 30 percent cap now in effect. One of the benefits of the lower cap is a possible increase in the property value that is desirable for Third Mutual. The existing policy can be easily amended to capture the lower rate.

FINANCIAL ANALYSIS

None.

Prepared By: Pamela Bashline, Community Services Manager
Reviewed By: Siobhan Foster, COO

ATTACHMENT(S)

ATT 1 – Leasing Cap and Lease Waiting List Policy
ATT 2 - Resolution 03-22-XX



Leasing Cap and Lease Waiting List Policy

Resolution ~~03-20-26~~ ~~03-22-XX~~; ~~Adopted April 23, 2020~~ Adopted.....

I. Purpose

Third Laguna Hills Mutual ("Third") authorizes Members, as defined in the CC&Rs, to lease their manors, subject to the restrictions and procedures in Third's Governing Documents, including without limitation, the Operating Rules and any policy duly adopted by the Board. The current procedures relating to Lease Authorization are contained in Third's Lease Policy, as may be amended from time to time. Notwithstanding the right of Members to lease their manors, Third has in place a limit on the total number of manors that may be leased at any given time, which is ~~thirty~~ twenty-five percent (~~30~~ 25%) of the total number of manors in Third (the "Leasing Cap").

The purpose of this document is to set for the Leasing Cap and Waiting List Policy (the "Policy"), which supplements the Lease Policy by providing additional procedures relating to eligibility of Members to lease their manors once the Leasing Cap is reached.

II. Restriction on Number of Units Leased; Leasing Eligibility

Pursuant to the Leasing Cap, no more than ~~thirty~~ twenty-five percent (~~30~~ 25%) of the manors in Third shall be leased at any given time.

A Member desiring to lease his or her manor must submit to Third a written lease eligibility request for approval of eligibility of the Member to lease his or her manor based on the total number of manors currently leased in Third. No Member will be eligible to lease his or her manor or to submit a Lease Authorization Application prior to receiving written notice of eligibility to lease from Third through an authorized VMS staff member.

Third will respond to any Member's written request for eligibility to lease the Member's manor within ten (10) business days of the written submittal of such request to Third.

Third will deny a Member's request for eligibility to lease the Member's manor if the number of currently leased manors, plus the number of manors for which other Members have received approval to lease but which are not yet leased, plus the Member's manor (the "Leased Unit Calculation") exceeds ~~thirty~~ twenty-five percent (~~30~~ 25%) of the manors in Third. In such event, the Member will be notified in writing of such denial and placed on the lease waiting list, as further described below.

If the Leased Unit Calculation does not exceed ~~thirty-twenty-five~~ percent (~~30 25~~%) of the manors in Third, Third will notify the Member that his or her manor is eligible to lease, and that the Member has ninety (90) days to submit a complete Lease Authorization Application in accordance with the Lease Policy. After ninety (90) days from the notice of eligibility to lease, the Member's eligibility to lease will expire, and the Member must submit a new written request for eligibility.

III. Waiting List

In the event a Member's request for approval to lease is denied because the Leased Unit Calculation exceeds ~~thirty-twenty-five~~ percent (~~30 25~~%), the Member shall be placed on a waiting list maintained by Third, and the Member shall be given an opportunity to submit a Lease Authorization Application to lease his or her manor when such Member's name is first on the waiting list and the Leased Unit Calculation no longer exceeds ~~thirty-twenty-five~~ percent (~~30 25~~%) of the manors in Third. The Member will be contacted by Third in writing when such Member is eligible to lease his or her manor.

If a Member has received notice that such Member is eligible to lease his or her manor, that Member must submit a complete Lease Authorization Application in accordance with the Lease Policy within ninety (90) days of the notice of eligibility to lease. If the Member fails to submit a complete Application within ninety (90) days of the date of notice of lease eligibility, the Member's eligibility to lease shall expire. In such event, the Member shall be required to submit a new written request for eligibility to lease his or her manor in accordance with the foregoing provisions; and, if there is a waiting list, the Member will be placed at the end of such waiting list.

Members who are currently leasing their manors will continue to be eligible to lease their manor for ninety (90) days after the expiration or termination of the current Lease Authorization. If a Lease Authorization for an approved lease of a Member's manor expires or terminates and the Member does not submit a new, complete Lease Authorization Application (in accordance with the requirements of the Lease Policy) for a new lease for the Member's manor within ninety (90) days of the expiration or termination of the prior Lease Authorization, the Member's eligibility to lease his or her manor shall expire. In such event, the Member shall be required to submit a new written request for eligibility to lease his or her manor in accordance with the foregoing provisions of this Policy. Notwithstanding the foregoing, in the event a Member eligible to lease their manor following termination of a lease wishes to make alterations to the Member's manor in accordance with Third's Governing Documents which may inhibit their ability to lease the manor within ninety (90) days, the Member may make a written request for an extension of their ninety (90) day eligibility period; provided, however, that such request must be based on the necessary permits having already been granted by the City and Third. The Board may grant such Member's request in its sole and reasonable discretion.

IV. Exemptions; Enforcement

Upon written request by a Member for eligibility to lease his or her Unit, the Board shall be authorized and empowered, in its sole and reasonable discretion, to grant a hardship exemption for the Member with respect to the Leasing Cap. For purposes of this Policy, a "hardship" shall be defined as the need of a Member to lease his or her manor as a result of an unforeseeable event and/or because enforcement of the Leasing Cap against the Member could reasonably subject the Member to suffer a severe financial difficulty.

If a Member submits a Lease Authorization Application in accordance with the Lease Policy without first requesting and receiving written approval for eligibility to lease, the Application will be rejected and the fee returned, with instructions for the Member to first obtain written approval of eligibility to lease.

If a Member leases his or her manor without approval from the Board, or is otherwise in violation of the provisions of this Policy or the Lease Policy, the Member shall be subject to disciplinary measures, including, but not limited to: (A) a monetary penalty in an amount to be determined by the Board; (B) other disciplinary measures; and/or (C) a reimbursement assessment in an amount equal to the costs incurred by Third related to addressing such violation, including, without limitation, attorneys' fees and costs, irrespective of whether Third is able to obtain a court order to evict the tenant or otherwise effectuate the legal eviction of the non-compliant tenant from the Member's manor.



RESOLUTION 03-22-XX
Leasing Cap and Lease Waiting List Policy

WHEREAS, Third Laguna Hills Mutual (Third) is authorized to manage, operate and maintain housing at Laguna Woods Village; and

WHEREAS, Third operates as a Common Interest Development in accordance with the Davis-Stirling Common Interest Development Act; and

WHEREAS, AB 3182 regarding rental restrictions was enacted into law and became effective January 1, 2021; and

WHEREAS, Third established a thirty percent (30%) lease cap in 2008, and now desires to align its restriction with the new law prohibiting rental restrictions to less than 25% of separate interests in the community;

NOW THEREFORE BE IT RESOLVED, [DATE], the Board of Directors approves an adjustment of the rental cap from thirty percent (30%) to twenty-five percent (25%), canceling and superseding Resolution 03-20-26;

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

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ENDORSEMENT (to Board)

Lease Authorization Renewal

The full lease authorization application requires landlords and tenants to complete the lease authorization application, provide a copy of the lease agreement, acknowledge the Assignments of Rent provision, provide the Declaration of Criminal Record for each lessee and provide the Declaration of Understanding signed by each lessor and lessee. The full lease authorization application re-acquaints everyone with the complete policy and any amendments thereto. The fee for a new lease authorization application is currently \$170; no change to the fee is recommended at this time.

Utilizing abbreviated forms will simplify the process for customers and staff alike. It is common for some individuals' contact information to change frequently, and so the annual verification of mailing address, email address and telephone numbers is quite justifiable and particularly important for off-site owner communication.

On December 28, 2021, the Resident Policy and Compliance Committee reviewed Lease Authorization Renewal.

Ms. Bashline, presented Lease Authorization Renewal. The Committee commented and asked questions.

Director Bhada made a motion to approve Lease Authorization Renewal. Director Laws seconded the motion.

By a vote of 3-1-0 (Director Laws opposed), the motion carried.

Staff was directed to include the redline paperwork and 60 day letter for lease renewal for board review.

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STAFF REPORT

DATE: January 18, 2022
FOR: Resident Policy and Compliance Committee
SUBJECT: Lease Authorization Renewal

RECOMMENDATION

Staff recommends amending the process and documents pertinent to the annual renewal of lease authorization applications.

BACKGROUND

Third Laguna Hills Mutual (Third) last amended its Lease Authorization Policy by way of Resolution 03-21-04 on January 19, 2021. While Third is not a party to landlord-tenant lease agreements, it does have the authority to regulate access to the community as well as regulate who may reside in dwelling units. A 60-day notification is generated to landlords and tenants prior to the expiration of the lease authorization (ATT 0). Parties to lease agreements who are in good standing (no rules violations, no late payments, no delinquencies) have sought relief from what they perceive as a cumbersome lease authorization renewal process. To that end, several modifications are being suggested for consideration by the Committee and Board of Directors.

Landlords and tenants who remain in good standing, without infractions as noted above, may take advantage of abbreviated lease authorization renewal forms (ATT 1, ATT 2 and ATT 3). The abbreviated forms, while still required annually, ensure that Third's corporate records remain current and that staff review of database records verifies all parties remain in good standing. No change to the fee structure for lease authorization renewals (\$110) for up to five years is recommended at this time. After five years, parties to the lease and lease authorization process would be expected to complete the full lease authorization application.

DISCUSSION

The full lease authorization application (ATT 4) requires landlords and tenants to complete the lease authorization application, provide a copy of the lease agreement, acknowledge the Assignments of Rent provision, provide the Declaration of Criminal Record for each lessee and provide the Declaration of Understanding signed by each lessor and lessee. The full lease authorization application re-acquaints everyone with the complete policy and any amendments thereto. The fee for a new lease authorization application is currently \$170; no change to the fee is recommended at this time.

Utilizing abbreviated forms will simplify the process for customers and staff alike. It is common for some individuals' contact information to change frequently, and so the annual verification of

mailing address, email address and telephone numbers is quite justifiable and particularly important for off-site owner communication.

FINANCIAL ANALYSIS

None.

Prepared By: Pamela Bashline, Community Services Manager

Reviewed By: Siobhan Foster, COO

ATTACHMENT(S)

ATT 0 – Sixty-day Notification of Lease Authorization Expiration
ATT 1 – Renewal of Lease Authorization Application
ATT 2 – Lease Authorization Contact Information (Landlord and Tenant)
ATT 3 – Lease Authorization Acknowledgements
ATT 4 – Complete Lease Authorization Policy and Application
ATT 5 – Resolution 03-22-XX

Laguna Woods Village

Lease Authorization Expiration @@manor@@

This is a Laguna Woods Village notification to inform you that your current lease authorization will be expiring on @@expire_date@@. Please contact your landlord to renew the lease authorization before it expires.

To renew, please complete the appropriate lease authorization application below, include the supporting documentation and return it to the Leasing office.

Third Laguna Hills Mutual: [Click Here](#)

United Laguna Woods Mutual: [Click Here](#)

Leasing can be reached by email at leasing@vmsinc.org or by phone at 949-597-4323.

Thank you.

Stay Up To Date!
Visit LagunaWoodsVillage.com

Contact Us

Laguna Woods Village

Lease Authorization Expiration @@manor@@

This is a Laguna Woods Village notification to inform you that your current tenant's lease authorization will be expiring on @@expire_date@@. Please contact your tenant to renew the lease authorization before it expires.

To renew, please complete the appropriate lease authorization application below, include the supporting documentation and return it to the Leasing office.

Third Laguna Hills Mutual: [Click Here](#)

United Laguna Woods Mutual: [Click Here](#)

Leasing can be reached by email at leasing@vmsinc.org or by phone at 949-597-4323.

Thank you.

Stay Up To Date!
Visit LagunaWoodsVillage.com

[Contact Us](#)

Renewal of Lease Authorization Application

Renewal of Lease Authorization Application made by and between:

_____, Landlord, and
_____, Tenant,

Relative to a certain lease agreement for premises known as:

_____, _____, _____, _____
Address City State Zip Code

Landlord and Tenant each agree to extend the term of said Lease Authorization for a period of _____commencing on _____ (start date) and terminating on _____ (ending date).

It is further provided, however, that all other terms of the Lease Authorization shall continue during this renewal term as if set forth herein.

This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed this Date: _____

Landlord / Lessor

Landlord / Lessor

Tenant / Lessee

Tenant / Lessee

Renewal of Lease Authorization

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:
Landlord / Lessor #1 Information	
First Name:	Last Name:
Telephone:	Cell Phone:
Email:	
Mailing Address:	
Landlord / Lessor #2 Information	
First Name:	Last Name:
Telephone:	Cell Phone:
Mailing Address:	
Information for Tenant / Lessee #1	
Tenant / Lessee #1 ID No.	
First Name:	Last Name:
Telephone:	Email:
Has proposed Lessee #1 been convicted of a felony in the last 20 years? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has proposed Lessee #1 been convicted of a misdemeanor involving moral turpitude in the last five years? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Information for Tenant / Lessee #2	
Tenant / Lessee #2 ID No.	
First Name:	Last Name:
Telephone:	Email:
Has proposed Lessee #1 been convicted of a felony in the last 20 years? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has proposed Lessee #1 been convicted of a misdemeanor involving moral turpitude in the last five years? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Renewal of Lease Authorization Agreement - Acknowledgments

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? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Landlord / Lessor #1 Name (Print):	Member Signature:		Date:	
Landlord / Lessor #2 Name (Print):	Member Signature:		Date:	
Tenant / Lessee #1 Name (Print):	Lessee Signature:		Date:	
Tenant / 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



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.
- Please submit a complete package with all documents otherwise the package cannot be processed—see page 19.
- Complete Package can be submitted:

BY MAIL

Laguna Woods Village
 Attention Leasing
 P.O. Box 2220
 Laguna Hills, CA 92654-2220

DROP OFF (Black drop box in front of Community Center entrance)

Laguna Woods Village
 Attention Leasing
 24351 El Toro Road
 Laguna Woods, CA 92638

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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→Third Lease Authorization Policy

Lease Authorization Policy
Resolution 03-21-04
 Adopted January 19, 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)	\$125
▪ Decals(s)	\$125
▪ Pass(es)	\$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 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, no 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.



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

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



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

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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. Declaration Regarding Criminal Record for each Lessee
- ___ 7. 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.

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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? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Has proposed Lessee #1 been convicted of a misdemeanor involving moral turpitude in the last five years? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Has proposed Lessee #2 been convicted of a misdemeanor involving moral turpitude in the last five years? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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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Agenda Item # 14c
Page 36 of 44

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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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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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When you get approved, please set this up.

When seconds count, you can count on...



CodeRED is the community notification system used to call, text and/or email Laguna Woods Village Residents with time-sensitive and/or emergency information. This system is separate from the regular email information you may be receiving from the Communications Department, and requires a specific, unique enrollment.

Laguna Woods Village Security and Disaster Preparedness Task Force encourage you to take a few minutes to ensure we have accurate contact information for you so you are informed in the event of an emergency or threat to the Village. Safety is a two-way street. Be sure to register today to receive the information you need, when it matters, regarding events such as:

- Critical Power Outages
- Earthquake Emergency Procedures
- Evacuation
- Gate or Road Closures
- Safety Threats
- Fire

Please complete the form online through the Laguna Woods Village website. Go to www.lagunawoodsvillage.com, and look for the CodeRED icon at the top left of the home page.

You can be assured that all information provided for your CodeRED notification is confidential and will only be used to contact you in the case of an emergency.

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.



RESOLUTION 03-22-XX
Lease Authorization Renewal

WHEREAS, Third Laguna Hills Mutual (Third) is authorized to manage, operate and maintain housing at Laguna Woods Village; and

WHEREAS, Third amended its Lease Authorization Policy by way of Resolution 03-21-04 in order to comport with AB 3182, which became effective January 1, 2021; and

WHEREAS, the Board of Directors is aware of member requests to ease the annual paperwork requirements for landlords and tenants who are in good standing, without rule violations, late payments or delinquencies;

NOW THEREFORE BE IT RESOLVED, [DATE], the Board of Directors approves an abbreviated lease authorization renewal application process for up to five (5) years for landlords and tenants who remain in good standing during the lease authorization period; no change in the fee for lease authorization renewals will result;

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

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STAFF REPORT

DATE: January 18, 2022
FOR: Board of Directors
SUBJECT: Water Heater Enclosure Disposition

RECOMMENDATION

The Third ACSC recommends the Third Board approve of the proposition below to prohibit future common area water heater locations:

1. Approve Manor Alterations (MA) to contract with the low bidder design professional in the amount of \$5,110 plus \$1,060 to revise the standard drawings for the approval of a new rot resistant water heater Resolution 03-22-XX, and prohibit the further use of the existing Standard 32 Water Heater relocations into common area.

BACKGROUND

Standard 32 – Water Heater Relocation exists as a standard for mutual consent permit issuance. The addition of water heaters to common area at present is allowed by mutual consent as an over the counter Mutual Consent (“MC”) by MA per original resolution dated August 1992, and lastly by revised March 2019, Resolution 03-19-34.

Water Heater cabinets are currently constructed of non-pressure treated wood framing and ½” thick T-111 plywood veneers per the existing Standard 32. These materials are susceptible to rot, which require continued maintenance by the members, as these cabinets are considered Alterations. MA and the Compliance divisions are tasked with the initial notice and follow up in the obligation of water heater enclosure maintenance compliance.

During the October 25, 2021 ACSC meeting, Manor Alterations (MA) was asked to investigate the cost to revise the current Resolution Standard 32 (Attachment One), with an alternative material. Specifically, a more rot resistant material was requested. Attachments Two and Three denote the requested design and construction estimates for consideration.

Manor Alterations questions the use of Standard 32 and the desire of the mutual to continue the use of Common Area for the purpose of water heater relocations. In order to prohibit further encroachment into Common Area, a Resolution would need to be approved prohibiting the further approval of water heater cabinets in common area.

DISCUSSION

Prohibition of Water Heaters in Common Area, and New Water Heater Standard Maintenance Upgrade

It should be noted that many of the manors’ electrical systems are at maximum capacity with no ability to accommodate an increase in electrical load without significant cost to the member via an electrical panel upgrade. Tankless electric is not desirable due to the added electrical requirements. Each one needs (3) 30-amp breakers dedicated, this is not possible with the current electrical service panels and would

require significant upgrades to the electrical panels in the manors. This limitation restricts tankless systems. Gas supply is limited to only a few buildings in the 5,000-range area, which prohibits a gas heating option. Therefore, the majority of the water heaters are electric water tank heated. If the mutual continues to allow these external water heater cabinets, then it is beneficial to consider alternative materials and added landscaping.

Tank water heater enclosure replacement comparisons indicate that the new design would cost approximately \$786 more to build the rot resistant design than the existing enclosure. The design cost with plan check is estimated at \$6,170.00.

If the ACSC approves of the cost for the design changes, and the Board approves of the expenditure, then Staff would hire the design professional to revise the existing drawings. Staff would then provide a new Standard for Water Heater Enclosures to present to the ACSC at a future meeting, inclusive of these edited drawings.

Some members have noted in correspondence to MA, concerns about the enclosures, stating that the exterior cabinets take up common area, and they compromise the aesthetics of the Village. They further asked that the external cabinets be re-considered by the ACSC and potentially not allowed in the mutual. It has been suggested that alternative tankless heaters be used inside the manors in lieu of these exterior cabinets. Interior tankless heaters are not feasible without electrical upgrades to the electrical panels.

MA also questions the benefit to the mutual of relocation of personal components, such as water heaters, into the public common areas. The enclosures do look out of place aesthetically and are not fully interrelated into the architecture of the buildings. It is for these reasons that MA is of the opinion that the Standard 32 be eliminated by resolution.

Interior relocations of water heaters would not be affected by the removal of Standard 32. Interior relocations fall under separate interest alterations, which do not carry the same restrictions as alterations on common area.

The election of to prohibit future water heaters would be enacted with the following conditions:

1. All existing and prior MA approved exterior W.H. cabinets would be allowed to remain and continued to exist or "grandfathered" exempting therefrom a resale of the manor. The existing cabinets and W.H. maintenance will continue as an obligation of the member as an Alteration.
2. If the manor is to be sold (resale) the original wood constructed W.H. cabinet shall be upgraded to the new proposed standard as generally represented by Attachment One - Standard 32 Water Heater Relocation with Redlined Comments prior to the real estate closing escrow.
3. In the event the W.H. cabinet and its landscaping are not properly maintained the member shall lose all rights to its presence in common area.
4. If the existing cabinet needs to be re-constructed due to rot or removal for mutual maintenance activities, the cabinet shall be built back to the new Standard 32 revised containing pressure treated wood, stucco veneer, new roofing material. This new drawing has not yet been revised as the approval of a new resolution and design cost would be a prerequisite to the standard revision. The anticipated standard revision is contained in Attachment One.
5. All landscaping shall be installed per the original Standard 32. The member shall contact Landscaping Services to arrange for the installation of adequate landscaping material and any irrigation work.
6. MA shall prohibit the issuance of all future MC requests regarding W.H. relocations to the common area.

FINANCIAL ANALYSIS

Option One: A construction estimate comparison is shown in Attachment Three - Financial Analysis. The mutual would pay the redesign and plan check fee for a new W.H. standard drawing.

Option Two: No additional costs will be incurred by the Mutual.

Prepared By: Robbi Doncost - MA Manager

Reviewed By: Gavin Fogg - MA Supervisor

Bart Mejia – Deputy Director of Maintenance & Construction

Committee Routing: Third ACSC Committee

ATTACHMENT(S)

Attachment 1 - Standard 32 Water Heater Relocation with Redlined Comments

Attachment 2 - Request for Design Consulting Services Standard 32 Revision

Attachment 3 – Request for Construction Estimate of Standard 32 Revision

Attachment 4 – Financial Analysis

Attachment 5 – Resolution 03-22-XX

Attachment 1 – Standard 32 Water Heater Relocation with Redlined Comments



PROPOSED REVISIONS IN RED

STANDARD 32: WATER HEATER RELOCATION

AUGUST 1992

REVISED MAY 2003, RESOLUTION 03-03-45

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

REVISED MARCH 2019, RESOLUTION 03-19-34

POTENTIAL NEW STANDARD FOR WATER HEATERS

1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

2.0 APPLICATIONS

- 2.1 Water heaters located outside of the manor must be enclosed in an exterior storage cabinet. Cabinets must match the exterior finish (i.e.stucco) in material and color of the building. Future costs for the maintenance of the cabinet will be at Mutual member's expense.
- 2.2 The cabinet shall be designed to conceal a single water heater. Any deviation from this Standard, such as to allow for a water softener, must have approval from the Alterations Division and meet all other existing Mutual Standards.
- 2.3 Water heaters located outside of the manor must respect the view of an adjacent manor. The Alterations Division must approve of the proposed location of the water heater for aesthetic and/or maintenance purposes prior to a Mutual Consent being issued.
- 2.4 All exterior water heaters will be placed on a concrete pad, or approved equal.
- 2.5 All exterior water heaters shall be concealed, where possible, by landscape. All such landscape installations or modifications in Common Area will be performed by the VMS Landscape Division and paid for by the Mutual member.
- 2.6 No units will be located on the exterior of the dwelling unit except as outlined in this section.
- 2.7 Pressure and temperature relief valves and related drainage lines for the water heaters, must be installed to all applicable Building Codes.

Attachment 1 (continued) – Standard 32 Water Heater Relocation with Redlined Comments



- 2.8 Water heaters which are being relocated on the interior of a manor are required to install a leak detection device and drain pan per Code.
- 2.9 All water heaters which are found to be in service for a duration of 10 years, of an indeterminable age or in disrepair will require replacement.

3.0 PLUMBING

- 3.1 All plumbing supply and distribution lines will be of Type L copper or PEX per applicable code. No galvanized or PVC fittings will be allowed.
- 3.2 Pressure and temperature relief valve drainage lines will be of type L copper or CPVC pipe per code and all new installations on the exterior must drain to the exterior .
- 3.3 No exposed plumbing will be permitted for relocated units. All plumbing and required insulation will be enclosed with an approved Thermo Cell cover and painted to match the surface it is on.
- 3.4 All penetrations through exterior walls shall be completely sealed and water-tight.
- 3.5 Any change in the water heater tank, or new tank installed at time of relocation of the water heater will be 100% at the Mutual member's expense.

4.0 ELECTRICAL

- 4.1 All exterior conduit placement must first be approved by the Alterations Division.
- 4.2 Exposed rigid conduit shall be painted to match the surface it is on.
- 4.3 All electrical conductors shall be installed in rigid or flexible conduit.

5.0 STRAPPING

- 5.1 All new or relocated water heaters will be anchored or strapped to resist horizontal displacement due to earthquake motion to meet all applicable Building Codes.

6.0 LANDSCAPING

- 6.1 The member shall make arrangements with VMS Landscaping to confirm and/or re-route all sprinkler irrigation heads so that irrigation water does not contact the new water heater enclosure. The member shall bear all cost associated with any revision to the Common Area sprinkler system. Verification of the sprinkler system conformity to this paragraph shall be made in writing to Manor Alterations.

Attachment 1 (continued) – Standard 32 Water Heater Relocation with Redlined Comments

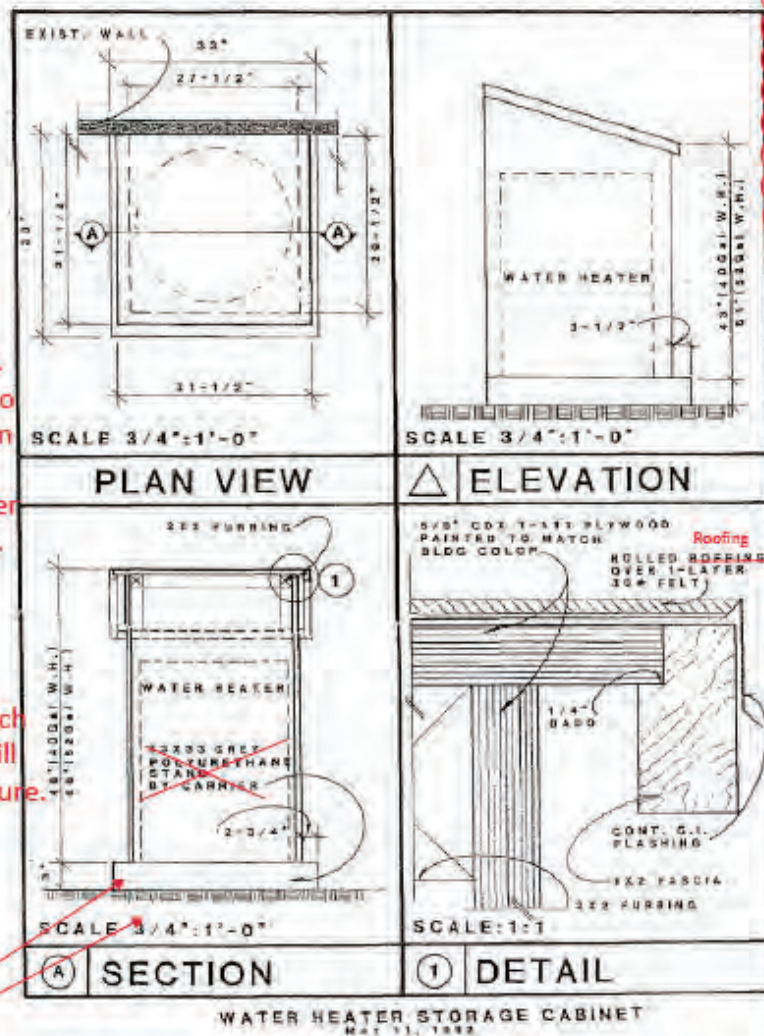
No reference to if the enclosure is to be locked and who is allowed access.



need sill plate dtl. and attachment to slab. Suggest "ram set fasteners at 16" O.C. min. 3 per side of 1/4" diam. x 3" long.

try to confirm clear ht. on which water heater will fit in the enclosure.

Typically it is preferred to have a 4" concr. slab of 2,000 psi concr., w/ 8X8 W.W.F., and an 8" deep by 12" wide perimeter footing. Slab over 4" sand or aggregate base material on 24" compacted sub-grade.



Alternatives to the 5/8" CDX could be:
 1. 7/8" Stucco veneer.
 2. Composite siding.
 LOOKING FOR ALTERNATIVES HERE.

Arch. roofing spec is more attractive it could match building roofing.

*All framing, blocking, & plates to be 2X4 pressure treated wood material. No untreated wood material is allowed.

Details do not show access door, hardware, or conc. pad alternative. this should be provided w/ dtl.

Attachment 1 (continued) – Standard 32 Water Heater Relocation with Redlined Comments

The exterior siding panels come in multiple textures. It still needs to be painted. <https://www.jameshardie.com/products>

The screenshot displays two product pages from the James Hardie website. The top page is for 'Knockdown' textured panels, showing a tan-colored panel with a rough, pebbled texture. To its right, a redlined comment in red text reads: 'Review this knockdown textured panel with compatibility with existing building thickness: .312" length: 120" 144" widths: 48.197" 48.197"'. Below this, the 'AVAILABLE SIZES' section lists: THICKNESS: .312", LENGTH: 120" 144", and WIDTH: 48.197" 48.197". The bottom page is for 'Smooth Sand' textured panels, showing a dark grey panel with a fine, granular texture. Its 'AVAILABLE SIZES' section lists: THICKNESS: .312", LENGTH: 120" 144", and WIDTH: 48.197" 48.197". Red arrows point from the redlined comment to the dimensions listed on both product pages.

HARDED TEXTURED PANELS
KNOCKDOWN
Add a rough-pebbled finish to your wall using the Knockdown finish. This finish is ideal for creating a textured, pebbled finish in all your rooms. Panels can be painted with any color to achieve a variety of designs.

AVAILABLE SIZES
THICKNESS: .312"
LENGTH: 120" 144"
WIDTH: 48.197" 48.197"

HARDED TEXTURED PANELS
SMOOTH SAND
Smooth Sand has a fine, pebbled, smooth, and granular finish. This finish is ideal for creating a textured, pebbled finish in all your rooms. Panels can be painted with any color to achieve a variety of designs.

AVAILABLE SIZES
THICKNESS: .312"
LENGTH: 120" 144"
WIDTH: 48.197" 48.197"

Review this knockdown textured panel with compatibility with existing building thickness: .312"
length: 120" 144"
widths: 48.197" 48.197"

96"
48.197"

Attachment 2 - Request for Design Consulting Services Standard 32 Revision

Consultant Scope of Work

10/27/2021

General Information: The purpose of this memorandum is to provide sufficient information to the consultant in the preparation of a cost estimate for the drafting, architectural services, and Alternative to include Plan Check services described herein.

Manor Alterations Standard 30: This Standard for Water Heater Relocation describes in text and drawing the requirements of a water heater relocation the residents may be allowed to construct at issuance of a mutual consent. The focus of this request is the re-drawing of the four (4) page 4 drawings of Plan View, elevation, section, and Detail with specifications of construction incorporating the redlined notes into a final digital product for MA issuance with Mutual Consents.

As noted by the redlines, MA is attempting to eliminate wood rot and use more durable material for longevity. The addition of the Hardi Panels and their specification is a vital component of this revision.

Additional Provisions

1. VMS as agent for the Mutual, shall be allowed to retain rights and license to the use and distribution of this detail, for its intended purpose, issued to residents and contractors for their use in constructing the water heater enclosures throughout the Laguna Woods Village at both United and Third Mutuals, at its sole and absolute discretion.
2. VMS as agent for the Mutual, shall be allowed to retain the AutoCad (or electronic equivalent) file for future revisions to this heater cabinet detail. VMS shall indemnify Consultant for any changes made to the original work product provided by the Consultant.

The architectural drafting and design bid should include the following attached Bid Form.

Attachment 2 (continued) - Request for Design Consulting Services Standard 32 Revision

BID FORM		Oct. 27, 2021				
	Drafting					
1	Drafting of min. (4) new Dtls.			\$	-	
2	Provide Mtl. Flashing and Caulking Spec at Ex. Wall			\$	-	
3	Provide New Door Dtls. And Hardware Spec			\$	-	
4	Notes on Dwgs. Reflecting Redlines			\$	-	
5	New Slab Design, Paint Colors			\$	-	
6	Provide Hardi-Panel Notes & Dtls.			\$	-	
				Subtotal Drafting	\$	-
	1st Review & Revisions					
7	Transmit Docs to MA for Review and Comment			\$	-	
8	Pick Up MA Comments for Final Product			\$	-	
				Subtotal 1st Review	\$	-
	ALTERNATIVE COST FOR CITY PLAN CHECK					
9	Plan Check w/ City L.W.			\$	-	
10	Pick Up of all City Comments Ready for issuance			\$	-	
				Subtotal Alternate Plan Check	\$	-
				GRAND TOTAL BID COST* **	\$	-
	* All plan check fees to be reimbursed by VMS as an additional expense.					
	** Include all reimbursable expenses including travel, and plan printing in the					
	Bid items noted above. The Lump Sum Fee is to be inclusive of all cost.					

Attachment 2 (continued) - Request for Design Consulting Services Standard 32 Revision

EXHIBIT "A" - STANDARD 32: WATER HEATER RELOCATION
Robbi's Comments 10/1

OBJECTIVE-

1. The mutuals have asked MA to review the current Standard and provide an alternative to WOOD construction



PROPOSED REVISIONS IN RED

STANDARD 32: WATER HEATER RELOCATION

AUGUST 1992

REVISED MAY 2003, RESOLUTION 03-03-45

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

REVISED MARCH 2019, RESOLUTION 03-19-34

POTENTIAL NEW STANDARD FOR WATER HEATERS

1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

2.0 APPLICATIONS

- 2.1 Water heaters located outside of the manor must be enclosed in an exterior storage cabinet. Cabinets must match the exterior finish (i.e. stucco) in material and color of the building. Future costs for the maintenance of the cabinet will be at Mutual member's expense.
- 2.2 The cabinet shall be designed to conceal a single water heater. Any deviation from this Standard, such as to allow for a water softener, must have approval from the Alterations Division and meet all other existing Mutual Standards.
- 2.3 Water heaters located outside of the manor must respect the view of an adjacent manor. The Alterations Division must approve of the proposed location of the water heater for aesthetic and/or maintenance purposes prior to a Mutual Consent being issued.
- 2.4 All exterior water heaters will be placed on a concrete pad, or approved equal.
- 2.5 All exterior water heaters shall be concealed, where possible, by landscape. All such landscape installations or modifications in Common Area will be performed by the VMS Landscape Division and paid for by the Mutual member.
- 2.6 No units will be located on the exterior of the dwelling unit except as outlined in this section.
- 2.7 Pressure and temperature relief valves and related drainage lines for the water heaters, must be installed to all applicable Building Codes.

Attachment 2 (continued) - Request for Design Consulting Services Standard 32 Revision



- 2.8 Water heaters which are being relocated on the interior of a manor are required to install a leak detection device and drain pan per Code.
- 2.9 All water heaters which are found to be in service for a duration of 10 years, of an indeterminable age or in disrepair will require replacement.

3.0 PLUMBING

- 3.1 All plumbing supply and distribution lines will be of Type L copper or PEX per applicable code. No galvanized or PVC fittings will be allowed.
- 3.2 Pressure and temperature relief valve drainage lines will be of type L copper or CPVC pipe per code and all new installations on the exterior must drain to the exterior.
- 3.3 No exposed plumbing will be permitted for relocated units. All plumbing and required insulation will be enclosed with an approved Thermo Cell cover and painted to match the surface it is on.
- 3.4 All penetrations through exterior walls shall be completely sealed and water-tight.
- 3.5 Any change in the water heater tank, or new tank installed at time of relocation of the water heater will be 100% at the Mutual member's expense.

4.0 ELECTRICAL

- 4.1 All exterior conduit placement must first be approved by the Alterations Division.
- 4.2 Exposed rigid conduit shall be painted to match the surface it is on.
- 4.3 All electrical conductors shall be installed in rigid or flexible conduit.

5.0 STRAPPING

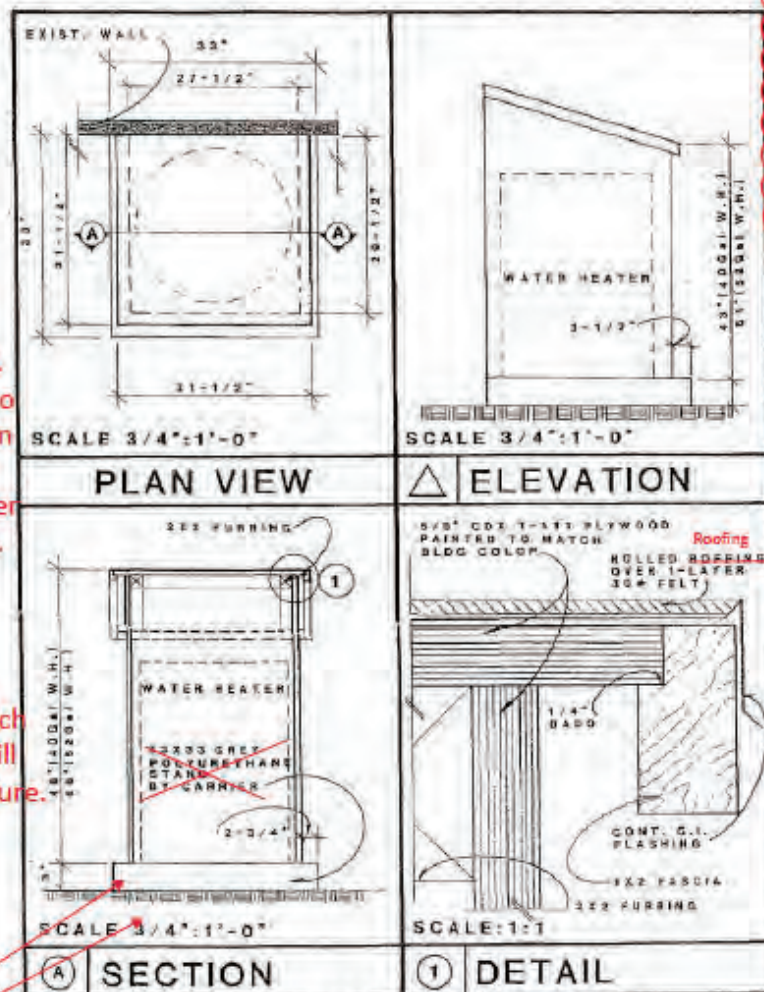
- 5.1 All new or relocated water heaters will be anchored or strapped to resist horizontal displacement due to earthquake motion to meet all applicable Building Codes.

6.0 LANDSCAPING

- 6.1 The member shall make arrangements with VMS Landscaping to confirm and/or re-route all sprinkler irrigation heads so that irrigation water does not contact the new water heater enclosure. The member shall bear all cost associated with any revision to the Common Area sprinkler system. Verification of the sprinkler system conformity to this paragraph shall be made in writing to Manor Alterations.

Attachment 2 (continued) - Request for Design Consulting Services Standard 32 Revision

No reference to if the enclosure is to be locked and who is allowed access.



Alternatives to the 5/8" CDX could be:
1. 7/8" Stucco veneer.
2. Composite siding.
LOOKING FOR ALTERNATIVES HERE.

need sill plate dtl. and attachment to slab. Suggest "ram set fasteners at 16" O.C. min. 3 per side of 1/4" diam. x 3" long.

try to confirm clear ht. on which water heater will fit in the enclosure.

Arch. roofing spec is more attractive it could match building roofing.

*All framing, blocking, & plates to be 2X4 pressure treated wood material. No untreated wood material is allowed.

Typically it is preferred to have a 4" concr. slab of 2,000 psi concr., w/ 8X8 W.W.F., and an 8" deep by 12" wide perimeter footing. Slab over 4" sand or aggregate base material on 24" compacted sub-grade.

Details do not show access door, hardware, or conc. pad alternative. this should be provided w/ dtl.

Attachment 2 (continued) - Request for Design Consulting Services Standard 32 Revision

The exterior siding panels come in multiple textures. It still needs to be painted. <https://www.jameshardie.com/products>



HARDED TEXTURED PANELS
KNOCKDOWN

Add a rough-textured, stone-like look using the Knockdown finish. This panel contributes a rugged architectural texture to your finish. It can be painted. Panels can be installed vertically or horizontally to achieve a variety of designs.

Review this knockdown textured panel with compatibility with existing building thickness: .312"
length: 120" 144"
widths: 48.197" 48.197"



AVAILABLE SIZES

THICKNESS:

.312"

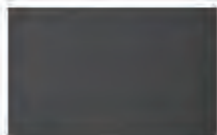
LENGTH:

120" 144"

WIDTH:

48.197" 48.197"

Request a Sample



HARDED TEXTURED PANELS
SMOOTH SAND

Smooth Sand has a fine texture, smooth, and consistent appearance. It can be painted. Panels can be installed vertically or horizontally to achieve a variety of designs.



AVAILABLE SIZES

THICKNESS:

.312"

LENGTH:

120" 144"

WIDTH:

48.197" 48.197"

Request a Sample

Attachment 2 (continued) - Request for Design Consulting Services Standard 32 Revision

Schedule of Performance: The successful bidder shall provide the work product in the following time allowances;

- | | |
|---|-----------------------------------|
| 1. MA Receipt of 1 st Draft Drawings | 2 Weeks of Contract Signing |
| 2. MA Comments (not a part of schedule) | 1 Weeks of Receipt |
| 3. MA Receipt of Final Drawings with Specs | 1 Weeks of Receipt of MA Comments |

Payment: Final Payment shall be made to the Consultant within 45 calendar days after the satisfaction of the following pre-requisites for payment;

1. Consultant satisfaction of the Schedule of Performance,
2. VMS receipt of the Final Drawings with Specifications,
3. Completion of the Work, Mechanic's Lien Release, and VMS receipt of a final invoice.

Consultant shall execute VMS standard vendor contract for the Work described herein. Other provisions shall apply and are not indicated within this Request for Consultant Services.

It is the intent of VMS to award the contract to the lowest and most qualified bidder. The Due Date of the Bid Form is November 5, 2021 by end of day. Bid may be emailed to Robbi.Doncost@vmsinc.org. If you have any questions or clarifications you may ask them up to and including November 3, 2021.

I look forward to receiving your Bid on November 5, 2021. Thank you in advance for the effort.

Attachment 3 – Request for Construction Estimate of Standard 32 Revision

Request for Construction Estimate of Standard 32 Revision
10/27/2021

General Information: The purpose of this memorandum is to request a preliminary construction estimate to compare the cost of the standard Current water heater enclosure to the cost to construct the new Proposed Standard 32 Revision (attached for your use).

Manor Alterations Standard 32: This Standard for Water Heater Relocation describes in text and drawings the requirements of a water heater relocation the residents may be allowed to construct at issuance of a mutual consent. The future work, as noted by redlines, would be revised by a design consultant for a new standard. The changes include the redlined comments which would be the re-drawing of the four (4) page 4 drawings of Plan View, elevation, section, and Detail with specifications of construction incorporating the redlined notes into a final digital product for MA issuance with Mutual Consents.

The construction estimate is indicated on the Estimated Construction Cost Form:

Construction Estimate Form Comparision				Oct. 27, 2021
Current Standard 32 Water Heater (w/o redline work)				
1	Pre-Manuf. Carrier 33x33 stand	\$	-	
2	Wood Fram'g Walls & Roof	\$	-	
3	Rolled Roofing	\$	-	
4	Painting of T-111	\$	-	
5	Door and Hdw'r	\$	-	
6	Mtl. Flashing & Caulking			
7	Misc. Work (grade prep., L&I)	\$	-	
Construction Estimate of Current Standard 30 Design				\$ -
New Proposed Design 32 Water Heater (with redline work)				
1	4" Conc. Slab w/ Reinf.	\$	-	
2	P.T. Wood Frm'g and Roof	\$	-	
3	Roofing Match Bldg.	\$	-	
4	Hardi-Panels & Trim	\$	-	
5	Door and Hdw'r			
6	Mtl. Flashing & Caulking	\$	-	
7	Misc. Work (grade prep., L&I)	\$	-	
Construction Estimate of New Proposed Redline Design				\$ -

Attachment 3 (continued) – Request for Construction Estimate of Standard 32 Revision

Schedule of Performance: The successful bidder shall provide the work product in the following time allowances;

- | | |
|---|-----------------------------------|
| 1. MA Receipt of 1 st Draft Drawings | 2 Weeks of Contract Signing |
| 2. MA Comments (not a part of schedule) | 1 Weeks of Receipt |
| 3. MA Receipt of Final Drawings with Specs | 1 Weeks of Receipt of MA Comments |

Payment: Final Payment shall be made to the Consultant within 45 calendar days after the satisfaction of the following pre-requisites for payment;

1. Consultant satisfaction of the Schedule of Performance,
2. VMS receipt of the Final Drawings with Specifications,
3. Completion of the Work and VMS receipt of a final invoice.

VMS acknowledges the effort requested by this request. You have been considered for this task in consideration of the great past working relationship, and future work that will be accomplished as we both proceed to the work of maintenance and growth of the Village assets. Thank you for your contributions.

I respectfully request that the information be provided no later than November 8, 2021. This would then allow me time to assemble the Report for the governing committees and boards for presentation. Let me know if you have any questions or need further clarifications. Thank you in advance for the effort. If you feel you do not or cannot provide this information please let me know as soon as convenient.

Attachment 3 (continued) – Request for Construction Estimate of Standard 32 Revision

EXHIBIT "A" - STANDARD 32: WATER HEATER RELOCATION
Robbi's Comments 10/1

OBJECTIVE-

1. The mutuals have asked MA to review the current Standard and provide an alternative to WOOD construction



PROPOSED REVISIONS IN RED

STANDARD 32: WATER HEATER RELOCATION

AUGUST 1992

REVISED MAY 2003, RESOLUTION 03-03-45

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

REVISED MARCH 2019, RESOLUTION 03-19-34

POTENTIAL NEW STANDARD FOR WATER HEATERS

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See Standard Section 1: General Requirements

2.0 APPLICATIONS

- 2.1 Water heaters located outside of the manor must be enclosed in an exterior storage cabinet. Cabinets must match the exterior finish (i.e. stucco) in material and color of the building. Future costs for the maintenance of the cabinet will be at Mutual member's expense.
- 2.2 The cabinet shall be designed to conceal a single water heater. Any deviation from this Standard, such as to allow for a water softener, must have approval from the Alterations Division and meet all other existing Mutual Standards.
- 2.3 Water heaters located outside of the manor must respect the view of an adjacent manor. The Alterations Division must approve of the proposed location of the water heater for aesthetic and/or maintenance purposes prior to a Mutual Consent being issued.
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Attachment 3 (continued) – Request for Construction Estimate of Standard 32 Revision



- 2.8 Water heaters which are being relocated on the interior of a manor are required to install a leak detection device and drain pan per Code.
- 2.9 All water heaters which are found to be in service for a duration of 10 years, of an indeterminable age or in disrepair will require replacement.

3.0 PLUMBING

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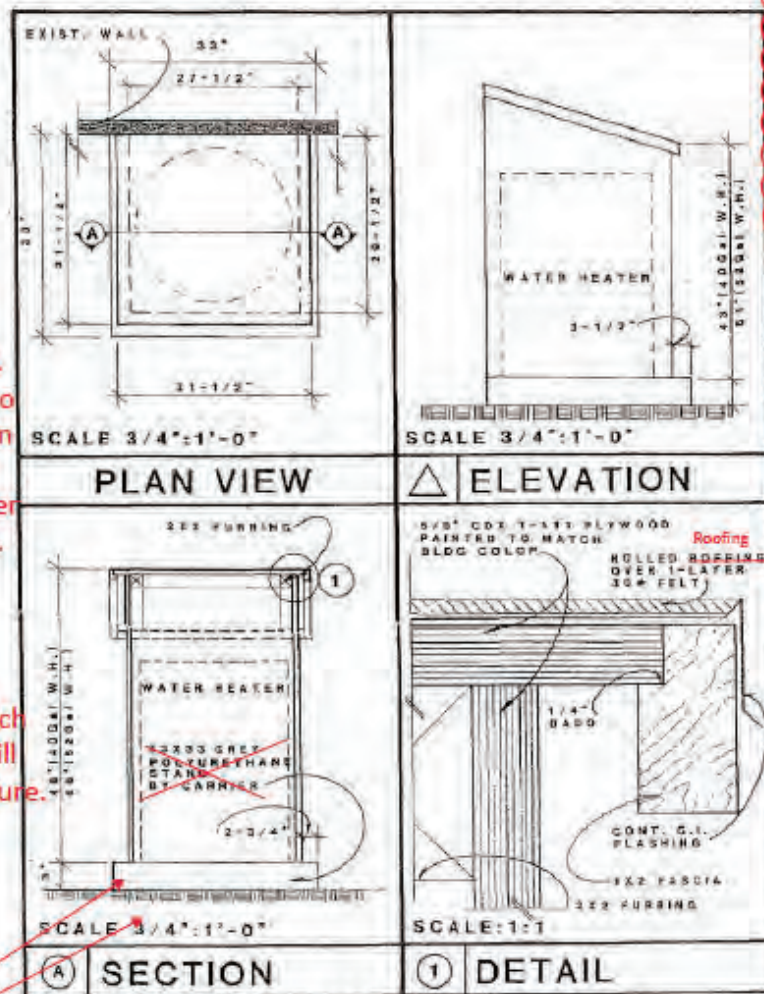
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Attachment 3 (continued) – Request for Construction Estimate of Standard 32 Revision

No reference to if the enclosure is to be locked and who is allowed access.



Alternatives to the 5/8" CDX could be:
 1. 7/8" Stucco veneer.
 2. Composite siding.
 LOOKING FOR ALTERNATIVES HERE.

need sill plate dtl. and attachment to slab. Suggest "ram set fasteners at 16" O.C. min. 3 per side of 1/4" diam. x 3" long.

try to confirm clear ht. on which water heater will fit in the enclosure.

Arch. roofing spec is more attractive it could match building roofing.

*All framing, blocking, & plates to be 2X4 pressure treated wood material. No untreated wood material is allowed.

Typically it is preferred to have a 4" concr. slab of 2,000 psi conc., w/ 8X8 W.W.F., and an 8" deep by 12" wide perimeter footing. Slab over 4" sand or aggregate base material on 24" compacted sub-grade.

Details do not show access door, hardware, or conc. pad alternative. this should be provided w/ dtl.

Attachment 3 (continued) – Request for Construction Estimate of Standard 32 Revision

The exterior siding panels come in multiple textures. It still needs to be painted. <https://www.jameshardie.com/products>

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WIDTH: 48.197" 48.197"

96" 48.197"

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SMOOTH SAND
Smooth Sand has a fine textured, smooth, and consistent appearance. It is a great choice for a smooth, modern finish. It can be painted. Panels can be painted with any color to achieve a variety of designs.

AVAILABLE SIZES

THICKNESS: .312"

LENGTH: 120" 144"
WIDTH: 48.197" 48.197"

96" 48.197"

Request a Sample

Request a Sample

Request a Sample

Attachment 4 – Financial Analysis of Option One

Water Heater Construction Cost Comparison

11/11/21

Rev 11/29/21

A comparison of the Standard 32 to a new design is provided. BFC is Brian Foster Construction.
SCC is South Coast Construction. The member shall be responsible for the re-construction cost.

Current Standard W.H.	BFC	SCC	
Pre-Manf. Carrier 33x33 Stand	\$ 175	\$ 105	
Wood Frm'g Walls & Roof	\$ 500	\$ 944	
Rolled Roofing	\$ 150	\$ 125	
Painting of T-111 Plywd.	\$ 200	\$ 136	
Door and Hdw'r	\$ -	\$ 95	
Mtl. Flashing & Caulking	\$ 75	\$ 75	
Misc. Work (grade prep., L&I)	\$ 180	\$ 68	
Construction Estimate of Current Standard 30 Design	\$ 1,280	\$ 1,548	
	BFC	SCC	
		Average Cost Comparison	\$ 1,414
New Proposed Design 30 Water Heater (w/ Redline Cmm'ts)			
4" Conc. Slab w/Reinf.	\$ 415	\$ 295	
P.T. Wood Frm'g Walls & Roof	\$ 500	\$ 990	
Roofing Match Bldg.	\$ 350	\$ 225	
Stucco	\$ 600	\$ 600	SCC comparable
Door and Hdw'r	\$ -	\$ 95	
Mtl. Flashing & Caulking	\$ 75	\$ 75	
Misc. Work (grade prep., L&I)	\$ 180	\$ -	
	\$ 2,120	\$ 2,280	
	BFC	SCC	
		Average Cost Comparison	\$ 2,200
Conclusions			
Average Construction Cost Current	\$ 1,414		
Average Construction Cost New Design	\$ 2,200		
Difference in Cost Comparison	\$ 786	Added to New Design of rot resistant materials	

General Summary Notes:

These estimates show that the original design is less expensive to build.
The Current Standard 32 does not look as appealing as the new revised design.
Actual Bids are included for evidence of bid numbers used herein.
A SOW is include for reference of a uniform SOW comparison.

Attachment 4 (continued) – Financial Analysis of Option One

Water Heater Design Revision Cost Comparison

Two RFP's issued and one estimate received.

Part One Drafting, Specs, Rev.	Cardoso & Assoc.	
Drafting Details	\$	840
Flashing Specs	\$	265
Door Hardware	\$	265
Notes- Review	\$	1,590
Paint Colors	\$	140
Hardi-Panel Notes	\$	530
		\$ 3,630
Part Two 1st Review & Revisions		
MA Review	\$	1,060
MA Pick Ups	\$	420
		\$ 1,480

Total Fee for Design & Deliverables \$ 5,110

Part Three Plan Check Submittal		
Submittal	\$	530
Corrections	\$	530
Total Fee for Plan Check	\$	1,060

Cost for Design and Plan Check \$ 6,170

Attachment 5 – Resolution

RESOLUTION 03-22-XX
Prohibition of Exterior Water Heater Relocations

WHEREAS, Standard 32 Water Heater Relocations were allowed by the board adoption of the original resolution dated August 1992, and lastly by revised March 2019, Resolution 03-19-34; and

WHEREAS, the board agrees that the use of common area for the relocation of manor water heater tanks and their respective enclosures does not enhance the building or mutual aesthetics of the community; and

WHEREAS, the board agrees to cancel or revoke both the original resolution dated August 1992, and the revised March 2019, Resolution 03-19-34; and

WHEREAS, the board agrees to prohibit all new exterior water heater (W.H.) approvals and further prohibits the approval of water heater relocations by variance; and

WHEREAS, the existing and prior MA approved exterior W.H. cabinets would be allowed to remain and continued to exist or “grandfathered”. The existing cabinets and W.H. maintenance will continue as an obligation of the member as an Alteration limited by the following criteria:

1. In the event the W.H. cabinet and its landscaping are not properly maintained the member may lose all rights to its presence in common area as maybe enacted by the board.
2. If the existing cabinet needs to be re-constructed due to rot or removal for mutual maintenance activities, the cabinet shall be built back to the new Standard 32 revised containing pressure treated wood, stucco veneer, new roofing material. This new drawing has not yet been revised as the approval of a new resolution and design cost would be a prerequisite to the standard revision.
3. All landscaping shall be installed per the original Standard 32. The member shall contact Landscaping Services to arrange for the installation of adequate landscaping material and any alteration of irrigation work.
4. MA shall prohibit the issuance of all future MC requests regarding W.H. relocations to the common area.

WHEREAS, the board agrees that the prohibition of future water heater enclosures will contribute to a more positive architectural image of the community; and

NOW THEREFORE, BE IT RESOLVED, on [DATE], the Third Laguna Hills Board hereby approve the Prohibition of Exterior Water Heater Relocations Resolution as attached; 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.

(JANUARY Initial Notification—Must postpone 28-days for Member review and comment to comply with Civil Code §4360)

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Financial Report

As of November 30, 2021



INCOME STATEMENT (in Thousands)	ACTUAL
Assessment Revenue	\$31,716
Non-assessment Revenue	\$1,488
Total Revenue	\$33,204
Total Expense	\$32,522
Net Revenue/(Expense)	\$682

Financial Report

As of November 30, 2021



OPERATING INCOME STATEMENT (in Thousands)		ACTUAL
Assessment Revenue		\$19,220
Non-assessment Revenue		\$1,395
Total Revenue		\$20,615
Total Expense ¹		\$21,197
Operating Deficit		(\$582)

1) excludes depreciation

Financial Report

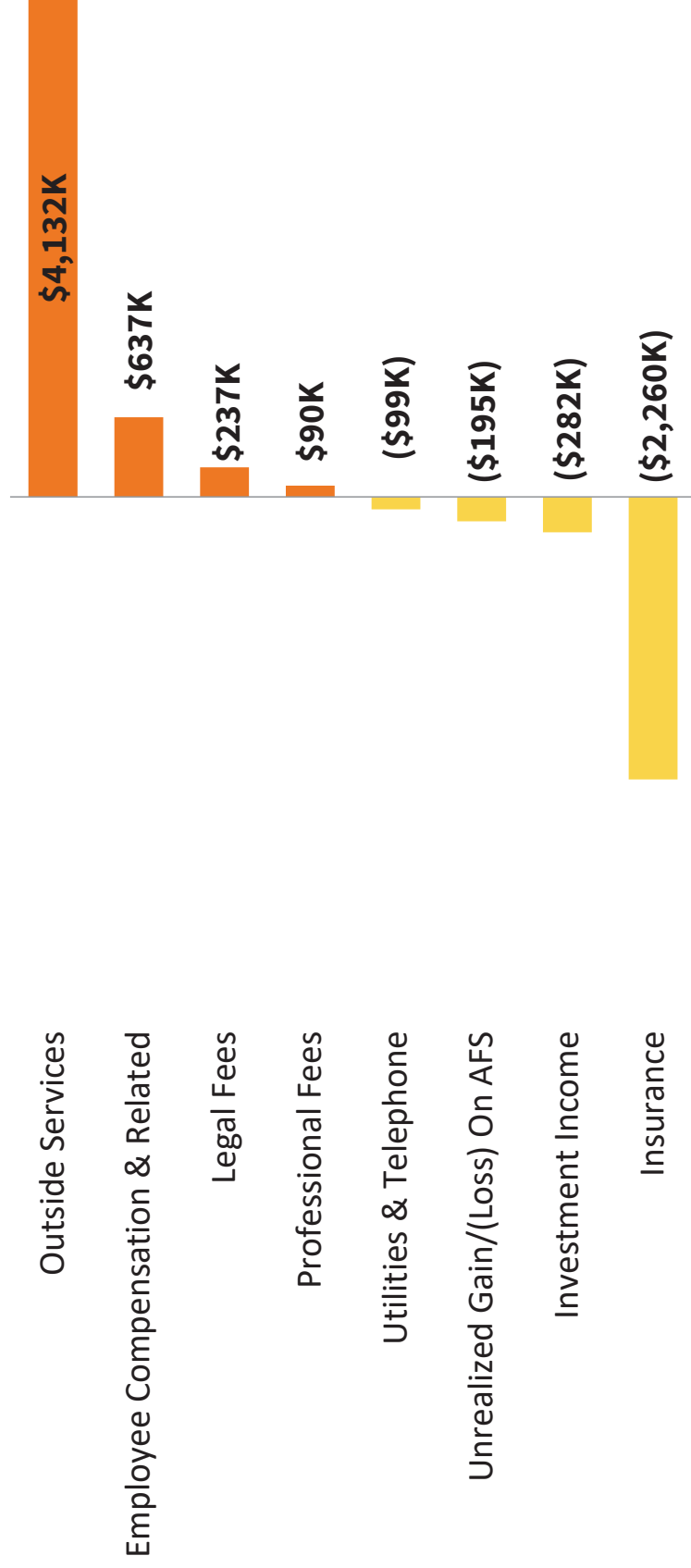
As of November 30, 2021



INCOME STATEMENT (in Thousands)	ACTUAL	BUDGET	VARIANCE B/(W)
Assessment Revenue	\$31,716	\$31,716	\$0
Non-assessment Revenue	\$1,488	\$1,989	(\$501)
Total Revenue	\$33,204	\$33,705	(\$501)
Total Expense	\$32,522	\$35,454	\$2,932
Net Revenue/(Expense)	\$682	(\$1,749)	\$2,431

Financial Report

As of November 30, 2021



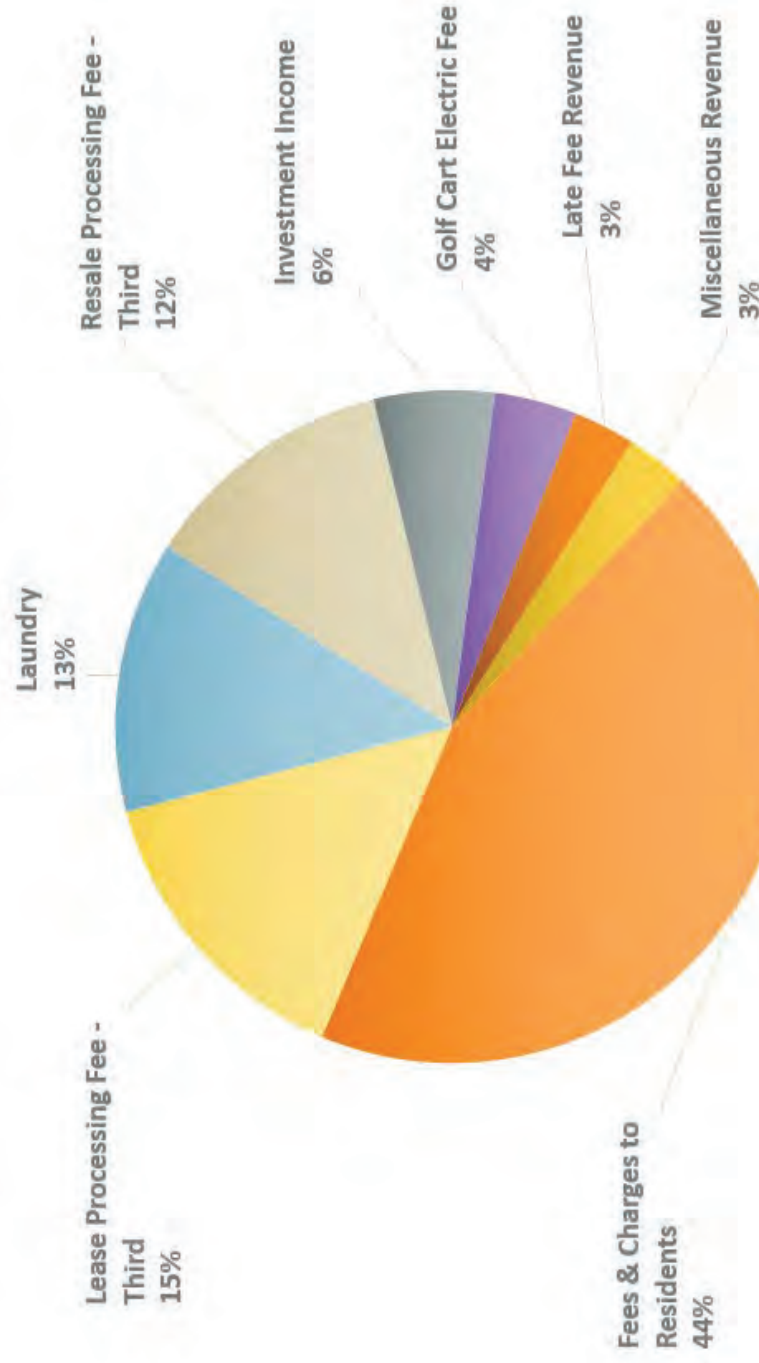
■ Unfavorable ■ Favorable

Financial Report

As of November 30, 2021



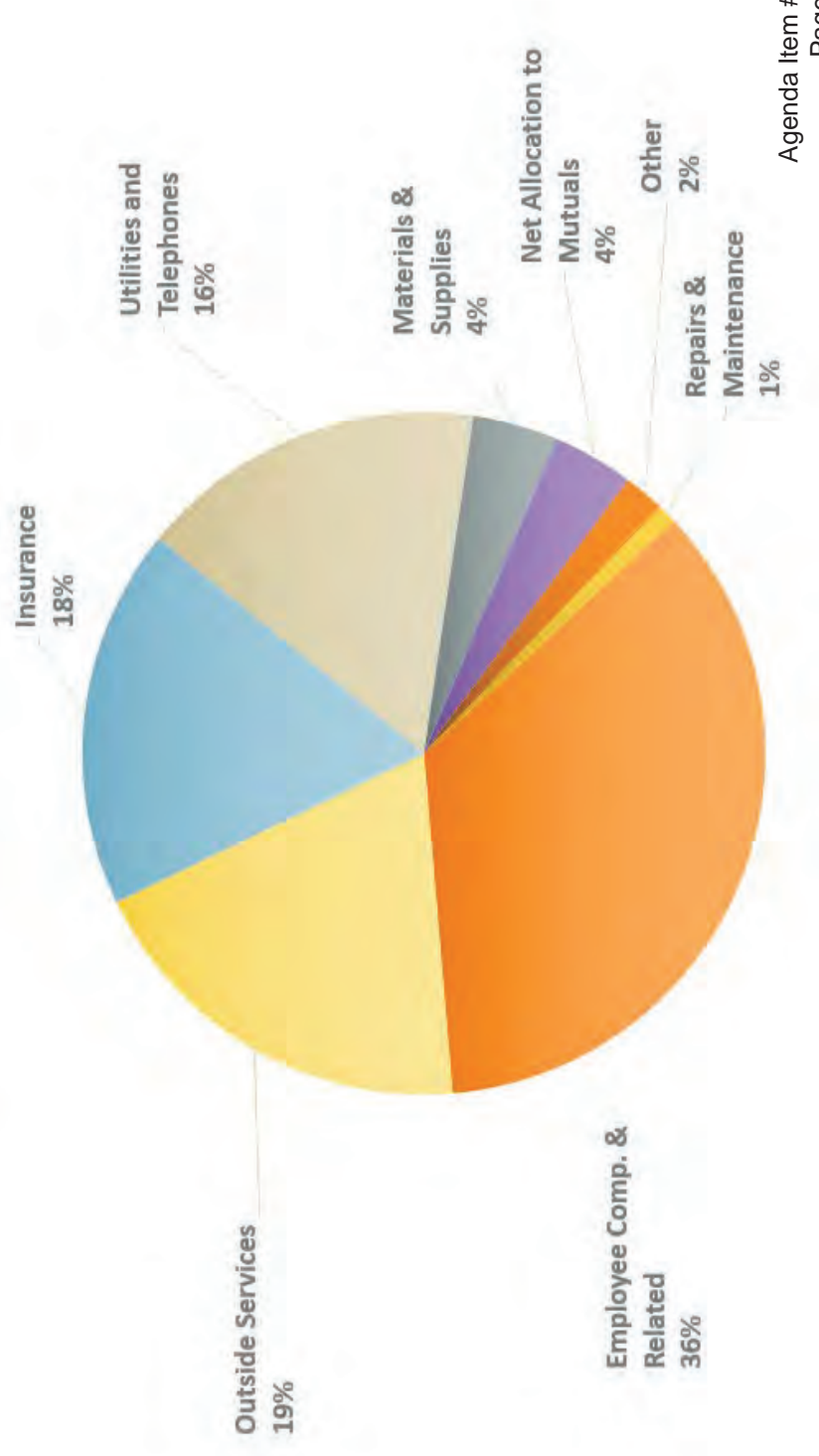
Total Non Assessment Revenues \$1,487,813



Financial Report

As of November 30, 2021

Total Expenses \$32,522,185



Financial Report

As of November 30, 2021



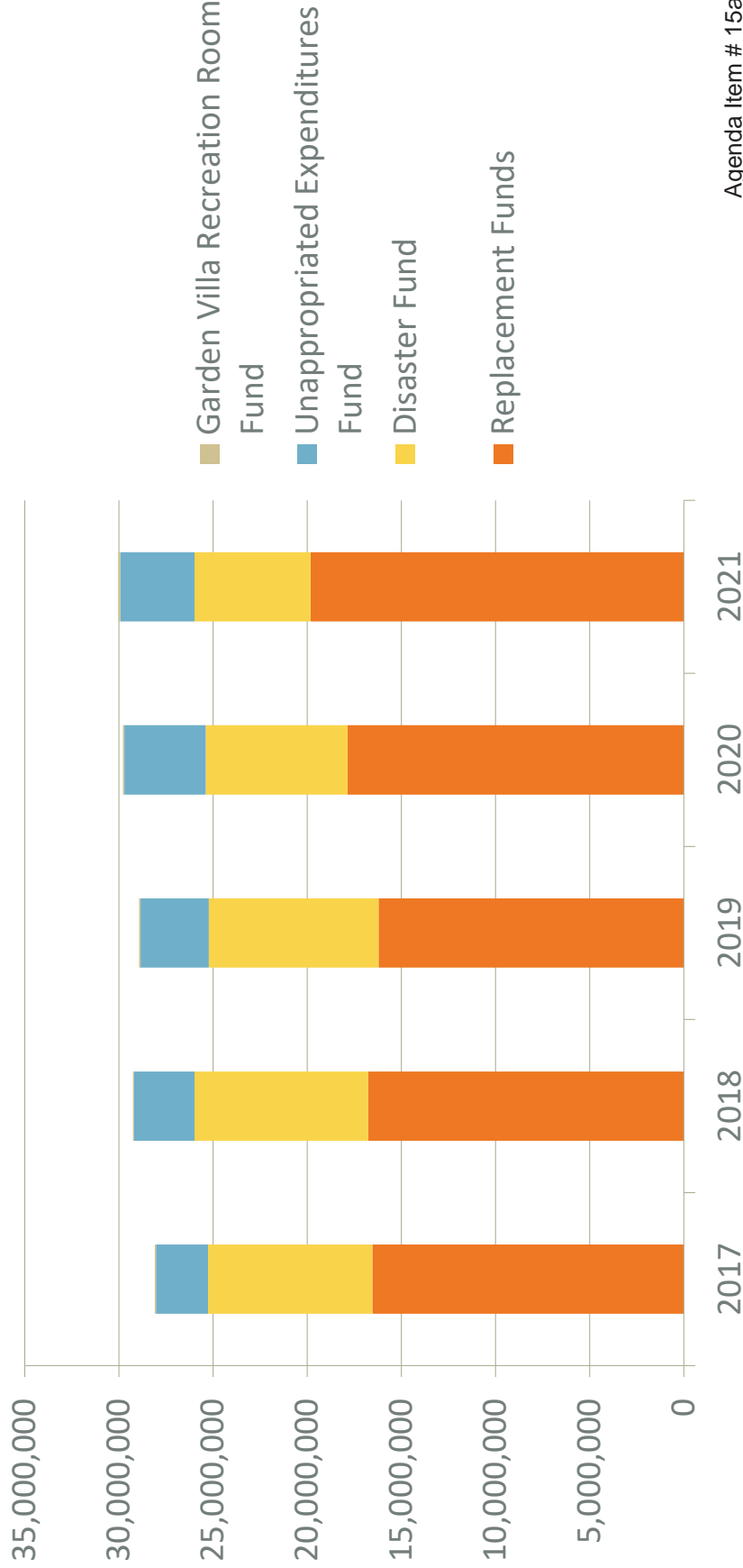
NON OPERATING FUND BALANCES (in Thousands)	Replacement Funds*	Disaster Fund	Unappropriated Expenditures Fund	Garden Villa Fund	TOTAL
Beginning Balances: 1/1/21	\$17,437	\$6,843	\$4,271	\$89	\$28,640
Contributions & Interest	10,258	1,705	547	78	12,588
Expenditures	7,868	2,387	876	71	11,202
Current Balances: 11/30/21	\$19,827	\$6,161	\$3,942	\$96	\$30,026

* Includes Elevator and Laundry Funds

Financial Report

As of November 30, 2021

FUND BALANCES – Third Mutual

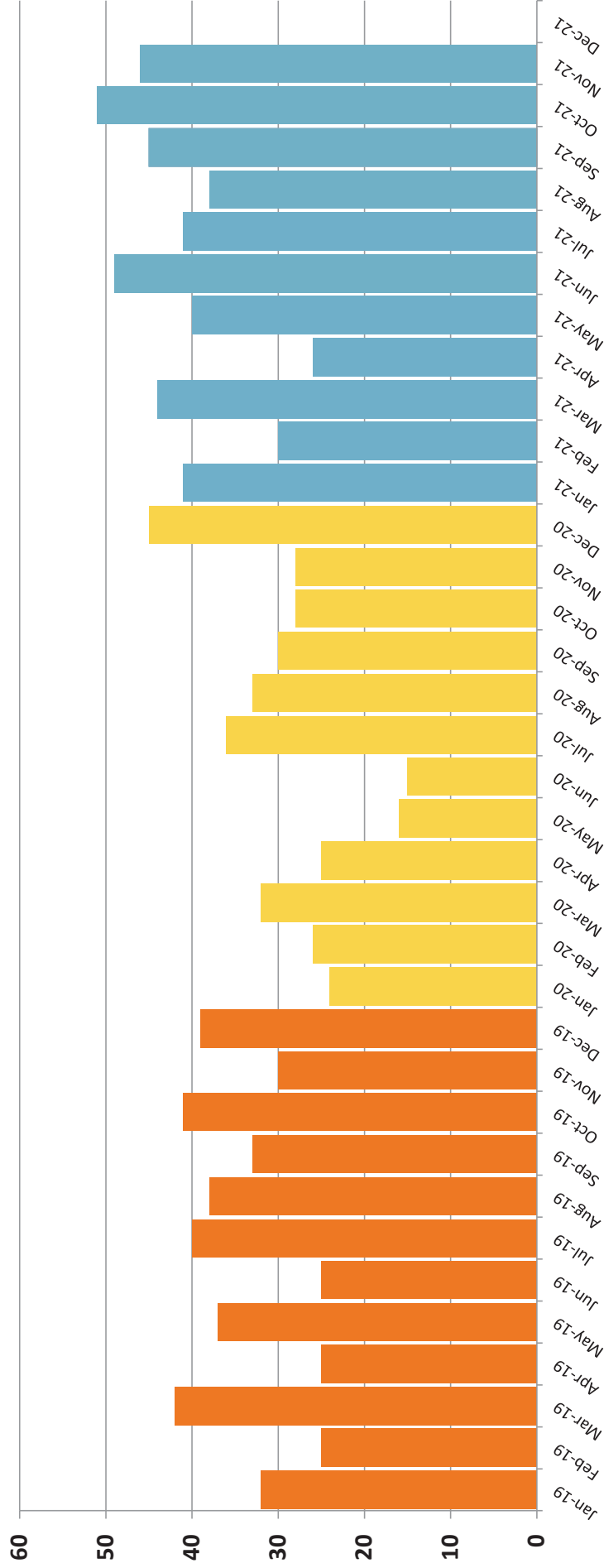


Financial Report

As of November 30, 2021

RESALE HISTORY – Third Mutual

	NO. OF RESALES	AVG. RESALE PRICE
YTD 2019	368	\$413,187
YTD 2020	293	\$419,722
YTD 2021	451	\$463,873



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Treasurer's Report for January 18, 2022 Board Meeting

SLIDE 1 – Through the reporting period of **November 30, 2021**, total revenue for Third was \$33,204K compared to expenses of \$32,522K, resulting in excess revenue over expenses of \$682K.

SLIDE 2 – In Finance, we keep a close eye on the operating portion of our financial results. The Operating Fund shows an operating deficit of (\$582K) through the reporting period. This chart shows how much of our revenue went into operations, with \$19,220K coming in from assessments and \$1,395K coming from non-assessment revenue. This is compared to operating expenditures of \$21,197K (without Depreciation).

SLIDE 3 – This next chart takes the full income statement and compares those results to budget. We can see that Third ended the period better than budget by \$2,431K when combining both operating and reserve savings.

SLIDE 4 – The most significant variances from budget were attributable to:

- **Outside Services \$4,132K**; Favorable variance due to the late start of a number of programs. Budgets are spread evenly for programs such as building structures, wasteline remediation, and roof replacement whereas expense are recorded as the work is completed.
- **Employee Compensation & Related \$637K**; Favorable variance resulted primarily in Landscape and M&C departments. In Landscape department, ground maintenance was favorable due to outsourcing of 8 staff positions. The variance was furthered in carpentry services due to budgeted position put on hold in the beginning of the year. To a lesser extent, Property Services, Damage Restoration, and Projects are favorable due to open positions; recruitment is in progress.
- **Legal Fees \$237K**; Favorable variance resulted due to lower expenditures to date than anticipated. The budget for legal fees is a contingency, which fluctuates from year to year.
- **Professional Fees \$90K**; Favorable variance due to lower expenditures for consultation service for epoxy programs in M&C. Consultant was unable to meet the schedule due to the pandemic.
- **Utilities & Telephone (\$99K)**; Unfavorable variance due to less seasonal rainfall. Budget was based on a five-year average of water consumption, however, seasonal rainfall through October was 26% lower than 5-year average during the same period.



Treasurer's Report for January 18, 2022 Board Meeting

- **Unrealized Gain/(Loss) on AFS (\$195K);** Unfavorable variance due to the current investment portfolio being sold and funds were placed in FDIC insured interest bearing accounts. The current year-to-date actual unrealized loss was transferred to realized gains/losses along with offsetting prior year unrealized gain.
- **Investment Income (\$282K);** Unfavorable variance due to less revenue being generated from current portfolio of Discretionary investments as opposed to budgeted investment bonds.
- **Insurance (\$2,260K);** Unfavorable variance due to higher premiums for property and casualty insurance. Insurance premium increases were implemented after 2021 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.

SLIDE 5 – On this pie chart, we show non-assessment revenues received to date of \$1,488K by category, starting with our largest revenue generating category, Fees and Charges to Residents, followed by Lease Processing Fee, Laundry, Resale Processing Fee, Investment Income, and so forth.

SLIDE 6 – On this pie chart, we see the expenses to date of \$32,522K, showing that our largest categories of expense are for Employee Compensation and Outside Service, followed by Insurance, Utilities and Telephone, Materials and Supplies, and so forth.

SLIDE 7 – The non-operating fund balance on November 30, 2021 was \$30,026K. YTD contributions and interest were \$12,588K while YTD expenditures were \$11,202K.

SLIDE 8 – We compare the non-operating fund balances to historical fund balances for the past five years on this chart, which has averaged \$29 Million. Third Laguna Hills Mutual has been committed to supporting reserve requirements while providing more contingency funds for unexpected events.

SLIDE 9 – We have a slide here to show resale history from 2019 - 2021. Through November 30, 2021, Third sales totaled 451, which is 158 higher than prior year for the same time period. The average YTD resale price for a Third Mutual was \$464K, which is \$44K higher than prior year for the same time period.



**FINANCE COMMITTEE MEETING
REPORT OF THE REGULAR OPEN SESSION**

Tuesday, January 4, 2022 – 1:30 p.m.
Virtual Meeting

DIRECTORS PRESENT: Donna Rane-Szostak – Chair, Ralph Engdahl, Jim Cook, John Frankel, Craig Wayne, Ira Lewis, Annie McCary, Cush Bhada, Lynn Jarrett, Mark Laws

DIRECTORS EXCUSED: Robert Mutchnick – President

DIRECTORS ABSENT: None

ADVISORS PRESENT: Wei-Ming Tao, John Hess

STAFF PRESENT: Jose Campos, Steve Hormuth, Erika Hernandez

Call to Order

Director Donna Rane-Szostak chaired and called the meeting to order at 1:33pm

Acknowledgement of Media

Director Donna Rane-Szostak acknowledged the media through Granicus.

Approval of Meeting Agenda

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

Approval of Meeting Report for December 7, 2021

A motion was made and carried unanimously to approve the report as presented with the following change:

- Indicate Director Mark Laws as “excused” rather absent and move Director John Frankel to “Members Present”

Chair Remarks

Director Rane-Szostak presented information on external factors that contribute to increased costs for Third Mutual which included the following: Insurance Rates, Property Evaluations, Inflation and Regulations.

Member Comments

None.

Department Head Update

Jose Campos, Interim Financial Services Director, provided updates on the 2022 budget and annual policy statement, insurance review and 2022 city trash service rate increase.

Preliminary Financial Statements dated November 30, 2021

Jose Campos presented the Preliminary Financial Statements dated November 30, 2021 and questions were addressed from the committee. No actions were taken.

Highlights

Director Rane-Szostak shared that she sat with the M&C Committee to discuss on-going projects in hopes of reducing costs for the 2022 and provided an overview of the budget cuts. Questions were addressed.

Future Agenda Items

None.

Committee Member Comments

None.

Date of Next Meeting

Tuesday, February 1, 2022 at 1:30 p.m.

Recess to Closed Session

The meeting recessed at 2:54 p.m.

DRAFT

Donna Rane-Szostak, Chair

Monthly Resale Report

PREPARED BY

MUTUAL

REPORT PERIOD

Community Services Department

All Mutuals

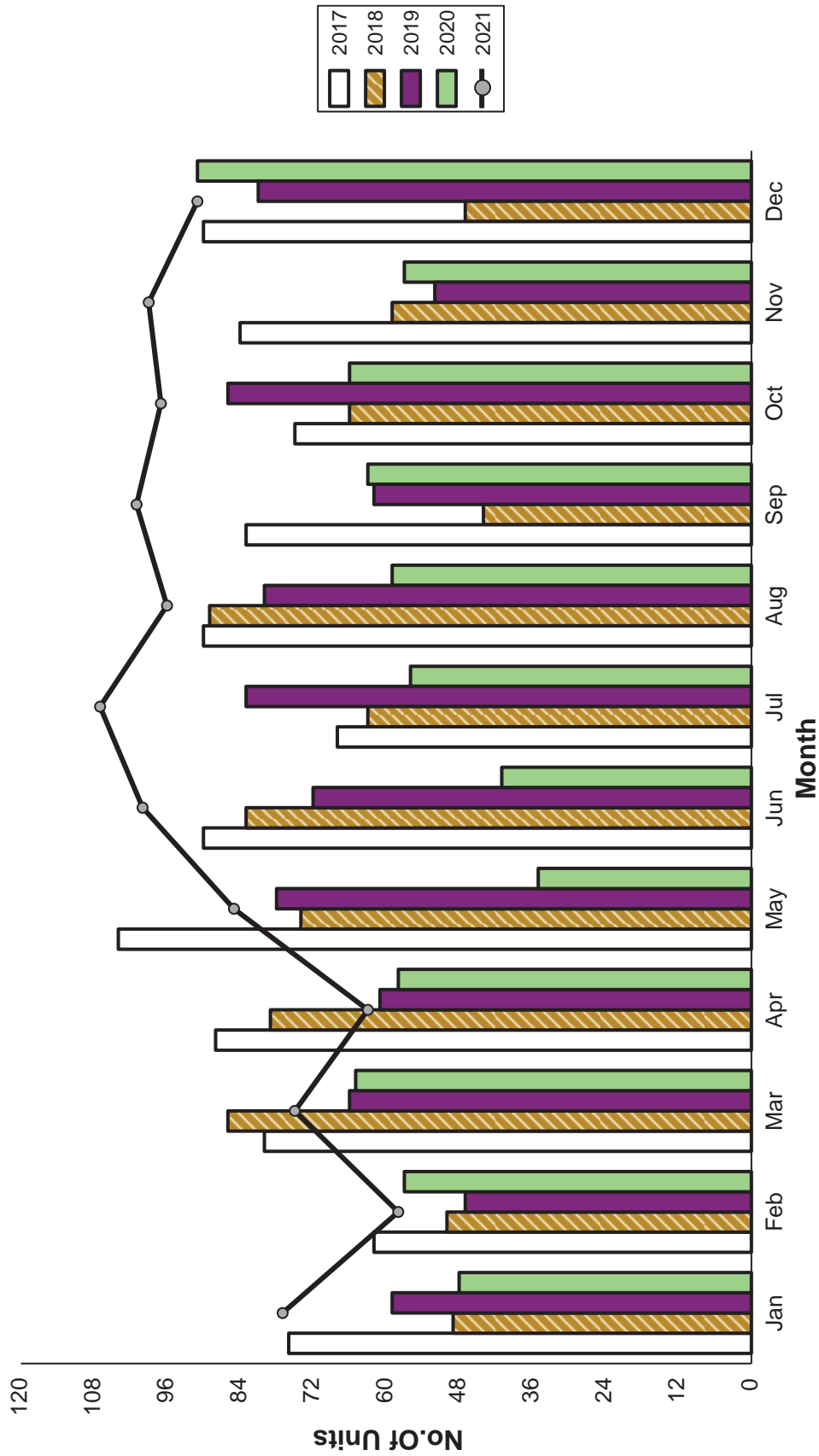
December, 2021

MONTH	NO. OF RESALES		TOTAL SALES VOLUME IN \$\$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	77	48	\$25,440,878	\$16,125,300	\$330,401	\$335,944
February	58	57	\$18,806,125	\$18,886,210	\$324,244	\$331,337
March	75	65	\$28,284,525	\$21,969,916	\$377,127	\$337,999
April	63	58	\$22,499,399	\$18,200,321	\$357,133	\$313,799
May	85	35	\$29,079,200	\$10,277,500	\$342,108	\$293,643
June	100	41	\$40,080,488	\$12,315,399	\$400,805	\$300,376
July	107	56	\$35,145,888	\$20,514,748	\$328,466	\$366,335
August	96	59	\$33,947,600	\$21,522,228	\$353,621	\$364,784
September	102	63	\$36,154,540	\$22,132,600	\$354,456	\$351,311
October	97	66	\$35,344,800	\$20,962,800	\$364,379	\$317,618
November	100	57	\$38,193,500	\$17,923,188	\$381,935	\$314,442
December	91	91	\$33,958,550	\$29,495,361	\$373,171	\$324,125
TOTAL	1051.00	696.00	\$376,935,493	\$230,325,571		
ALL TOTAL	1051.00	696.00	\$376,935,493	\$230,325,571		
MON AVG	87.00	58.00	\$31,411,291	\$19,193,798	\$357,321	\$329,309

* Amount is excluded from percent calculation

ALL MUTUALS

Resales - 5 Year Comparison



Monthly Resale Report

PREPARED BY

MUTUAL

REPORT PERIOD

Community Services Department

Third

December, 2021

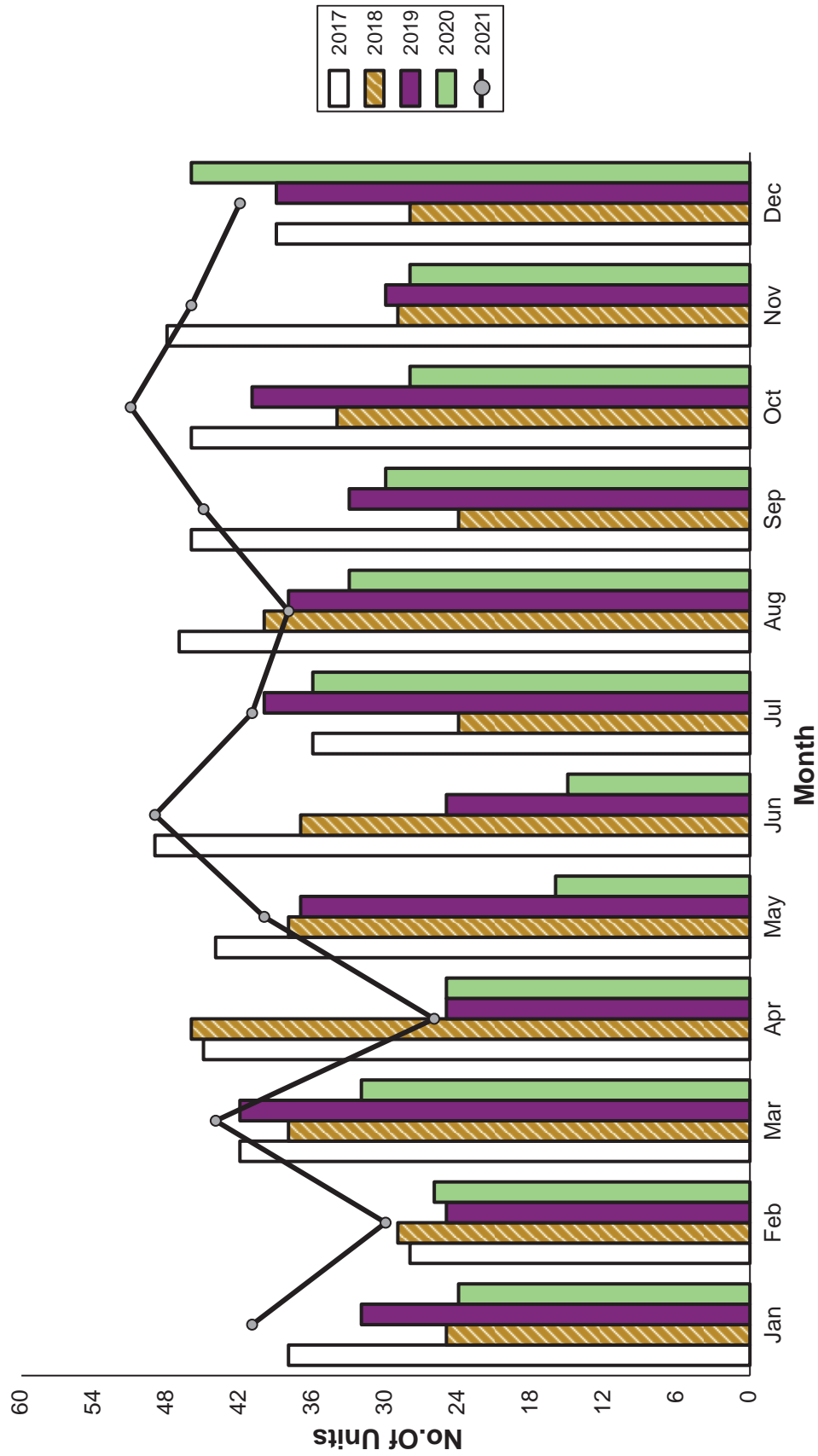
MONTH	NO. OF RESALES		TOTAL SALES VOLUME IN \$\$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	41	24	\$16,433,725	\$10,015,000	\$400,823	\$417,292
February	30	26	\$11,904,525	\$12,158,700	\$396,818	\$467,642
March	44	32	\$20,903,100	\$13,946,416	\$475,070	\$435,826
April	26	25	\$12,851,400	\$10,830,833	\$494,285	\$433,233
May	40	16	\$18,741,800	\$5,604,000	\$468,545	\$350,250
June	49	15	\$25,804,388	\$5,881,500	\$526,620	\$392,100
July	41	36	\$17,901,388	\$15,240,248	\$436,619	\$423,340
August	38	33	\$18,292,000	\$14,612,928	\$481,368	\$442,816
September	45	30	\$20,638,940	\$14,314,100	\$458,643	\$477,137
October	51	28	\$22,829,400	\$10,707,400	\$447,635	\$382,407
November	46	28	\$23,744,300	\$11,057,300	\$516,180	\$394,904
December	42	46	\$19,498,600	\$18,548,901	\$464,252	\$403,237
TOTAL	493.00	339.00	\$229,543,566	\$142,917,326		
ALL TOTAL	493.00	339.00	\$229,543,566	\$142,917,326		
MON AVG	41.00	28.00	\$19,128,631	\$11,909,777	\$463,905	\$418,349
% CHANGE - YTD	45.4%		60.6%		10.9%	

% Change calculated (ThisYear - LastYear)/LastYear

* Amount is excluded from percent calculation

THIRD MUTUAL

Resales - 5 Year Comparison



Monthly Resale Report Third Mutual

Month	NUMBER OF RESALES				TOTAL SALES VOLUME IN \$\$				AVG RESALE PRICE			
	2021	2020	2019	2018	2021	2020	2019	2018	2021	2020	2019	2018
January	41	24	32	25	\$16,433,775	\$10,015,000	\$12,482,100	\$8,807,150	\$400,823	\$417,292	\$390,066	\$352,286
February	30	26	25	29	\$11,904,525	\$12,158,700	\$10,208,000	\$12,600,892	\$396,818	\$467,642	\$408,320	\$434,514
March	44	32	42	38	\$20,903,100	\$13,946,416	\$16,639,712	\$16,909,199	\$475,070	\$435,826	\$396,184	\$444,979
April	26	25	25	46	\$12,851,400	\$10,830,833	\$10,435,500	\$18,869,626	\$494,285	\$433,233	\$417,420	\$410,209
May	40	16	37	38	\$18,741,800	\$5,604,000	\$16,273,033	\$15,452,990	\$468,545	\$350,250	\$439,812	\$406,658
June	49	15	25	37	\$25,804,388	\$5,881,500	\$10,290,000	\$16,981,138	\$526,620	\$392,100	\$411,600	\$458,950
July	41	36	40	24	\$17,901,388	\$15,240,248	\$17,327,373	\$9,892,800	\$436,619	\$423,340	\$433,184	\$412,200
August	38	33	38	40	\$18,292,000	\$14,612,928	\$15,994,900	\$17,327,000	\$481,368	\$442,816	\$420,918	\$433,175
September	45	30	33	24	\$20,638,940	\$14,314,100	\$12,643,180	\$12,552,692	\$458,643	\$477,137	\$383,127	\$523,029
October	51	28	41	34	\$22,829,400	\$10,707,400	\$16,142,900	\$14,146,300	\$447,635	\$382,407	\$393,729	\$416,068
November	46	28	30	28	\$23,744,300	\$11,057,300	\$13,520,950	\$10,675,000	\$516,180	\$394,904	\$450,698	\$381,250
December	42	46	39	28	\$19,498,600	\$18,548,901	\$18,319,800	\$13,693,599	\$464,252	\$403,237	\$469,738	\$489,057
TOTAL	493	339	407	391	\$229,543,566	\$142,917,326	\$170,277,448	\$167,908,386				
ALL TOTAL	493	339	407	391	\$229,543,566	\$142,917,326	\$170,277,448	\$167,908,386				
MON AVG	41.1	28.3	33.9	32.6	\$19,128,631	\$11,909,777	\$14,189,787	\$13,992,366	\$463,905	\$418,349	\$417,900	\$430,198
% CHANGE-YTD	45.4%	-16.7%	4.1%	-23.0%	60.6%	-16.1%	1.4%	-17.0%	10.9%	0.1%	-2.9%	8.2%

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

Resales Report

Third Laguna Hills Mutual

December, 2021

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
12/27/2021	2113-O	3	\$390,000	Casa Linda	Harcourts Prime Properties	Integr8tive Solutions, Inc.	Generations Escrow
12/23/2021	2177-P	3	\$335,000	Casa Linda	Century 21 Rainbow	Evergreen Realty	Corner Escrow Inc.
12/09/2021	2192-B	3	\$195,000	Coronado	Laguna Premier Realty, Inc	Century 21 Rainbow	Granite Escrow
12/17/2021	2200-A	3	\$368,800	Monterey	Laguna Premier Realty, Inc	New Star Realty & Investment	Blue Pacific Escrow
12/15/2021	2270-C	3	\$295,000	Castilla	eXp Realty of California	Re/Max Select One	Generations Escrow
12/29/2021	2277-Q	3	\$520,000	Casa Linda	Laguna Premier Realty, Inc	HomeSmart Evergreen	Blue Pacific Escrow
12/15/2021	2291-P	3	\$300,000	Castilla	Summit Real Estate Group	Residential Agent Inc.	Generations Escrow
12/07/2021	2346-C	3	\$418,000	Cordoba	Surf City Equities	Bullock Russell Real Estate	Granite Escrow
12/23/2021	2351-C	3	\$499,000	Seville	Berkshire Hathaway	Berkshire Hathaway	Corner Escrow Inc.
12/17/2021	2370-3G	3	\$230,000	Garden Villa	Village Real Estate	Berkshire Hathaway	Corner Escrow Inc.
12/07/2021	2385-1G	3	\$355,000	Garden Villa	Turning Point	Residential Agent Inc.	Corner Escrow Inc.
12/15/2021	2388-1D	3	\$323,000	Garden Villa	Realty One Group West	HomeSmart Evergreen	Corner Escrow Inc.
12/03/2021	2394-2F	3	\$350,000	Garden Villa	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Granite Escrow
12/16/2021	3003-D	3	\$333,000	Villa Nova	Century 21 Rainbow		Granite Escrow
12/14/2021	3007-A	3	\$330,000	San Clemente	Laguna Premier Realty, Inc	Century 21 Rainbow	Blue Pacific Escrow
12/13/2021	3046-P	3	\$505,000	Casa Del Mar	Coldwell Banker	Evergreen Realty	Generations Escrow
12/20/2021	3065-D	3	\$520,000	Villa Nova	Hallmark West Real Estate	Presidential Real Estate	Corner Escrow Inc.
12/17/2021	3078-D	3	\$445,000	Ventura	HomeSmart Evergreen	Keller Williams OC Coastal Realty	Corner Escrow Inc.
12/22/2021	3097-D	3	\$400,000	Ventura	Presidential Real Estate	Coldwell Banker	Granite Escrow
12/30/2021	3111-N	3	\$345,000	La Brisa	Harcourts Prime Properties	First Team Real Estate	Granite Escrow
12/10/2021	3242-2C	3	\$259,000	Villa Puerta	Realty Benefit	eXp Realty of California	Generations Escrow
12/01/2021	3262-B	3	\$755,000	Casa Arriba	Laguna Premier Realty, Inc	Keller Williams Real Estate	Blue Pacific Escrow
12/28/2021	3305-O	3	\$331,000	Casa Vista	Laguna Premier Realty, Inc	Century 21 Rainbow	Blue Pacific Escrow
12/28/2021	3349-C	3	\$800,000	Navarro	Pacific Sotheby's International	First Team Real Estate	Blue Pacific Escrow

Resales Report

Third Laguna Hills Mutual

December, 2021

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
12/15/2021	3363-3C	3	\$245,000	Aragon	FSBO	FSBO	Generations Escrow
12/08/2021	3367-2B	3	\$369,900	Aragon	Keller Williams Real Estate	Einstein Realty	Generations Escrow
12/20/2021	3379-O	3	\$538,000	Catalina	Village Real Estate Services	Keller Williams Pacific Estates	Granite Escrow
12/28/2021	3421-2B	3	\$371,000	Casa Dorado	Century 21 Rainbow	Century 21 Rainbow	Granite Escrow
12/17/2021	3455-B	3	\$1,140,000	Andaluz	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Blue Pacific Escrow
12/06/2021	3468-A	3	\$660,000	Navarro	Regency Real Estate	Prea Realty	Granite Escrow
12/02/2021	3500-3F	3	\$211,000	Villa Nueva	Palisade Realty	Century 21 Award	Corner Escrow Inc.
12/28/2021	4001-1E	3	\$305,000	Villa Nueva	Presidential Real Estate	IG Realty	Granite Escrow
12/10/2021	4002-3B	3	\$450,000	Villa Nueva	Surterre Properties, Inc.	Harcourts Prime Properties	Granite Escrow
12/13/2021	4008-3A	3	\$549,000	El Mirador	HomeSmart Evergreen	Century 21 Rainbow	Corner Escrow Inc.
12/29/2021	4010-1E	3	\$350,000	El Mirador	Heflin Realty, Inc.		Granite Escrow
12/28/2021	4026-2F	3	\$337,000	Villa Nueva	Surterre Properties, Inc.	Surterre Properties, Inc.	Granite Escrow
12/28/2021	5079	3	\$1,300,000	Villa Serena	Keller Williams Realty	Villa Real Estate	Granite Escrow
12/01/2021	5311	3	\$925,000	Villa Terraza	Century 21 Rainbow	Century 21 Rainbow	Blue Pacific Escrow
12/17/2021	5368-3C	3	\$269,900	Aragon	Keller Williams OC Coastal Realty	Keller Williams Signature Realty	O C Coastal Escrow
12/03/2021	5498-N	3	\$471,000	Casa Milano	Century 21 Rainbow	Domu Real Estate	Granite Escrow
12/30/2021	5501-C	3	\$725,000	Casa Rosa	Laguna Premier Realty, Inc	Legacy 15 Real Estate	Blue Pacific Escrow
12/06/2021	5524-A	3	\$680,000	Villa Francesca	ECC Rancho Plaza	Century 21 Award	Generations Escrow

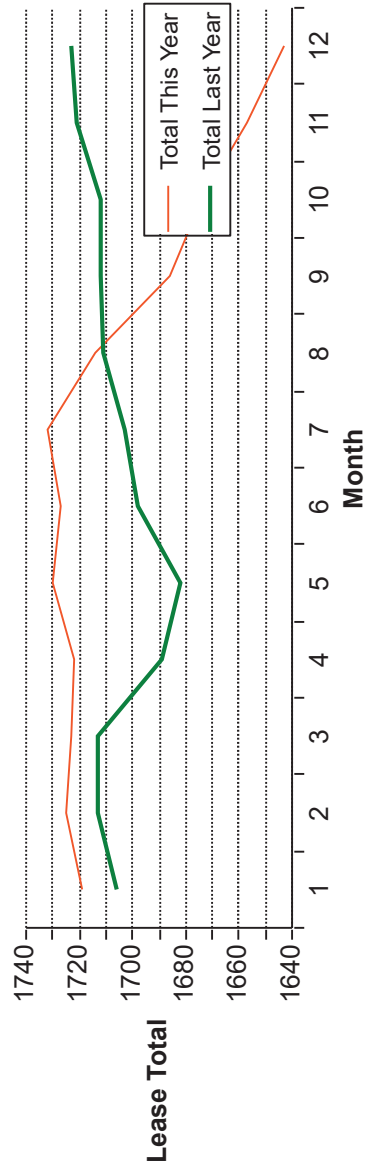
Number of Resales: 42

Total Resale Price: \$19,498,600

Average Resale Price: \$464,252

Median Resale Price: \$370,450

Monthly Active Leasing Report 2021 Period 12 (Mutual 3)



Year	Month	1 to 3 Month	4 to 6 Month	7 to 12 Month	12+ Month	Total This Year	Total Last Year	% Leased Last Year	% Leased Change	Total Renewals	Total Expirations
2021	January	13	10	126	1,570	1,719	1,706	28.2	28.0	0	31
2021	February	16	9	148	1,552	1,725	1,713	28.3	28.1	47	32
2021	March	14	13	167	1,529	1,723	1,713	28.2	28.1	114	51
2021	April	11	13	204	1,494	1,722	1,689	28.2	27.7	116	44
2021	May	13	12	240	1,465	1,730	1,682	28.4	27.6	91	49
2021	June	14	15	261	1,437	1,727	1,698	28.3	27.8	124	40
2021	July	14	18	291	1,409	1,732	1,703	28.4	27.9	119	48
2021	August	12	21	308	1,373	1,714	1,711	28.1	28.0	91	67
2021	September	13	17	326	1,330	1,686	1,712	27.6	28.1	114	46
2021	October	10	20	346	1,298	1,674	1,712	27.4	28.1	97	60
2021	November	12	21	365	1,259	1,657	1,721	27.2	28.2	109	56
2021	December	10	25	388	1,220	1,643	1,723	26.9	28.2	153	90



OPEN MEETING

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

Monday, December 27 2021: 9:30AM-11:30AM
Laguna Woods Village Community Center (Zoom)
24351 El Toro Road, Laguna Woods, CA 92637

REPORT

COMMITTEE MEMBERS PRESENT: Robert Mutchnick, John Frankel, Ralph Engdahl, James Cook

DIRECTORS PRESENT:

COMMITTEE MEMBERS ABSENT:

ADVISORS PRESENT: Michael Plean, Craig Wayne

STAFF PRESENT: Robbi Doncost, Lauryn Varnum, Gavin Fogg, Richard DeLaFuente, Bart Mejia, Manuel Gomez

1. Call to Order

Chair Mutchnick called the meeting to order at 9:31 AM.

2. Acknowledgement of Media

Zoom recording.

3. Approval of Agenda

Staff Officer Lauryn Varnum clarified a misprint on the agenda, but ensure the edit would be captured in the subsequent meeting report. Agenda was approved by consensus.

4. Approval of Meeting Report for November 22, 2021

The committee approved the meeting report by consensus.

5. Chair's Remarks

Chair Mutchnick discussed the Handrail Policy and the need for further input from legal representation and the policy would likely be tabled until the following month.

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

Ms. Varnum read an emailed statement from a resident regarding exterior water heater enclosures.

7. Manor Alterations Division Update



Mr. Doncost updated the current status of the Manor Alterations (“MA”) office, that the backlog of inquiries is drastically reduced. He updated that the staff is now reaching an efficient pace due to training and the intake backlog reduction.

Chair Mutchnick inquired as to the declining ratio of permits being released v intake, and Mr. Doncost explained that this was due to multiple factors. First, the recent influx in variance requests that absorb time. Second, reduction in the backlog took temporary focus away from processing, and finally the classification of in-progress permits accounts for a larger pool of outstanding permits. Finally, Mr. Doncost confirmed that efficiency will be increased as the flow is re-established. Chair Mutchnick requested that at the next ACSC meeting the chart mirror previous year’s graph.

Member Lewis inquired about Class III permits and the approval process, specifically how it pertains to solar. Mr. Doncost clarified that these permits account for variances, often include Common Area Usage Agreements (“CAUA”). Discussion ensued with the committee members brainstorming potential methods for reducing approval timelines. Director Cook inquired if there was a way to create a hybrid standard/variance approval process. Mr. Doncost confirmed that in order for a variance to become a standard, it must be a repetitive alteration in order to generate a template for approval.

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. Monthly Mutual Consent Report

Chair Mutchnick repeated the request to have a previous style of reports presented at the next meeting.

Variance Requests:

- A. Variance Request – 5063 Avenida Del Sol (Villa Terraza, Plan C10RC_1) Master Bathroom Extension and New Laundry Room in the Garage

Staff Officer DeLaFuente summarized the variance request, confirming that an existing alteration had already been completed, and that common area was not being encroached upon. A motion to approve the variance was passed by consensus.

- B. Variance Request – 5071 Avenida Del Sol (Villa Terraza, Plan C10RC_1) Master Bedroom Extension and Foyer Addition

Mr. DeLaFuente summarized the variance request, highlighting the shared garage wall, that the City will deal with code compliance regarding plumbing and gas lines. After discussion ensued, a motion to approve the variance was passed by consensus.

- C. Variance Request – 5206 Avenida Despacio (Villa Reposo, Plan C11B_1) Master Bedroom Extension, Bedroom Extension, Third Bathroom Addition, Kitchen Relocation and Office Addition



Mr. DeLaFuente summarized the variance request, discussing the portion of the remodel which would return the footprint of the rear patio of only exclusive-use common area. A motion to approve the variance was passed by consensus.

- D. Variance Request – 5555-A Rayo Del Sol (Casa Palma, 10R-13) Bedroom Addition on Existing Rear Private Garden

Mr. DeLaFuente summarized the variance request, stating that this was an appeal to a previous variance. Previous plans were insufficient, and a conditional approval (with the removal a closet and MA investigating the 3rd bedroom approval) was granted by consensus.

Items for Discussion:

9. Staff Report - Water Heater Enclosure

Mr. Doncost clarified the consequences of both options proposed within the Staff Report, noting that the recommended option carries associated costs. He clarified the conditions of Option 1; upon a sale an owner must update the existing structure to the current standards, the new policy changes will be published, a new standard must be drafted, and the new standard must be followed by all members. He confirmed that per the report, the new standard would increase the cost by approximately \$785.

Director Cook inquired if within the proposed change there was a clause to capture the maintenance of these upgraded enclosures? Mr. Doncost confirmed this was captured within the conditions, noting that the cabinet would be built back to the newly approved standard at the expense of the member. Chair Mutchnick questioned if a master list of all enclosures existed in order to communicate directly with the members who have the exterior enclosures. Mr. Doncost confirmed there was not a master list, as there as not an assigned code due to an existing Standard 32 allowing member to relocate water heaters within an interior remodel.

Advisor Plean suggested a large ad within the Breeze, and Director Engdahl suggested sending a mass communication to all Third Mutual members. Those who have an exterior water heater enclosure could receive communication directly, and would be made aware of the upcoming potential changes. Discussion ensued regarding the pros and cons of each option, and the benefit to not including a CAUA within the process.

A motion was passed to recommend Option 1 to the Third Mutual Board with the following conditions attached.

- a. All current water heater enclosures must meet the current standards for landscaping
- b. If a current water heater enclosure is deteriorating, they must be updated
- c. If a water heater enclosure is deteriorating, it must be updated within the course of sale of a manor

10. ACM: Legal Involvement Progress & Dual Mutual Involvement – Update from Chairman

Chair Mutchnick confirmed he had received no contact from the United ACSC relating to ACM.



11. Staff Report – Alteration Fee Schedule

Mr. Doncost summarized the edits made to the Staff Report as per the direction of the committee, including the bifurcating of “standard” v “minimal” variance requests. The cost adjustment was captured within the report. Director Cook reiterated the request to have a list of variances that would fall within each category. Mr. Doncost confirmed that this was included within the document, and Director Cook expressed concern that the list for the “minimal” variance was quite short. Mr. Doncost confirmed that the list was a template, and by their nature, variances were alterations outside the standard, so they would be difficult to list in their entirety.

Discussion ensued regarding edits within the Alteration Fee Schedule, and supplemental formatting & verbiage to be incorporated. MA was requested to generate a list of all Third Mutual Standards and further describe the delineation of minimal v. standard variances within the next iteration of the report. Mr. Doncost pledged to make these edits, reminding the committee that the current standards for all alterations was readily available on the Laguna Woods Village website. Chair Mutchnick proposed additional edits, and a motion was passed by consensus to table the report until next month.

12. Staff Report - Policy and Procedures for Requests for Handrails in Common Area

Chair Mutchnick clarified that further review and editing was needed in order to accommodate legal review. Director Cook commented that perhaps in the future, a condition could be set to discuss the needs for medical conditions to be discussed within a closed session.

Items for Future Agendas:

- Alteration Fee Schedule
- Handrail Resolution

Concluding Business:

13. Committee Member Comments:

None.

14. Date of Next Meeting – January 24, 2021

15. Adjournment at 11:42 AM

X _____

Robert Mutchnick, Chair

Robbi Doncost, Staff Officer

Telephone: (949) 268-2281



OPEN MEETING

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

Monday, January 3, 2022 at 1:30 pm

24351 El Toro Road – Board Room & Virtual with Zoom

MEMBERS PRESENT: Ralph Engdahl – Chair, John Frankel, Jim Cook, Craig Wayne, Cush Bhada, Judith Troutman – Advisor, Dave Bienek - Advisor

MEMBERS ABSENT: Robert Mutchnick

OTHERS PRESENT: Nathaniel “Ira” Lewis

STAFF PRESENT: Manuel Gomez – Maintenance & Construction Director, Ian Barnette – Maintenance & Construction Assistant Director, Laurie Chavarria – Sr. Management Analyst, Sandra Spencer – Administrative Assistant

1. Call to Order

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

2. Acknowledgement of Media

Chair Engdahl noted that the meeting was broadcasting on Granicus and being recorded. There were no media present and the meeting was not being televised.

3. Approval of the Agenda

Item 11 was deferred due to the staff member being unable to attend the meeting. The remainder of the agenda was approved unanimously.

4. Approval of Meeting Report from November 1, 2021

The meeting report from November 1, 2021 was approved as written.

5. Chair’s Remarks

Chair Engdahl welcomed Judith Troutman and Dave Bienek as advisors.

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

Two members commented on a petition they submitted on November 11, 2021 regarding the need to replace mailboxes with larger mailboxes that can be secured. Mr. Gomez answered that he will investigate the matter as he is not aware of a petition. Staff verified that the Third Board funded work on mailboxes for 2022 and that more information would be provided to the committee and the members.

A member commented on the need for more frequent termite and dry rot inspections. Mr. Gomez responded that staff has contacted two termite inspection companies, neither of whom are willing to inspect all the manors for free annually and both charge between \$290,000 and \$300,000 per year for that service. Staff reminded the committee that the request had been made previously and as we start the new budget year, discussions with other vendors is underway and results of those discussions will be brought to the committee at a future meeting.

7. Department Head Update

Mr. Gomez updated the committee regarding the resident request for a downspout at 5357-Q. Upon inspection, staff found that manors on either side had alterations which caused the rain gutters to be blocked off. Staff is following up with those owners to make corrections which will allow the downspout at the manor in question to be utilized as designed.

Mr. Gomez updated the committee on the solar light at Via Del Faro at Ave. Sosiega. The light was evaluated and determined to be malfunctioning and not repairable and so will be removed. Director Bhada expressed his concern that there needs to be some type of light in that area and a replacement would be beneficial.

Staff was directed to get a price quote to install a new light pole similar to the existing lights in the immediate area.

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 reports were approved as written, however, the committee requested additional information from staff.

8. Project Log

Chair Engdahl inquired about balances on the project log and if invoices may still be pending. Mr. Gomez answered questions from the committee.

Staff was directed to provide the committee with a report of the remaining funds for each project log entry and the process for re-allocating those funds.

Director Frankel inquired about the RFP for compliance with SB326. Mr. Gomez stated that the draft RFP will be presented at the next committee meeting on March 7, 2022.

9. Solar Production Report

Director Lewis asked if there are plans to expand the solar program into more buildings to reduce significant expenditures in electricity.

Staff was asked to report back to the committee with program savings and any plans to expand the solar program.

10. Reimbursement for Expenses Related to MI Event at 3067 B Via Serena N (Laurie Chavarria)

Mrs. Chavarria summarized the request. Discussion ensued between staff, the committee, and Ms. Wilson regarding the events following the MI event, getting staff out to the manor to evaluate, shutting off the water, testing for asbestos, and the dry down procedure.

A motion was made and unanimously approved to recommend the Board award approval of a partial reimbursement to Ms. Lois Wilson in the amount of \$1,604.12 for plumbing repairs and dry down expenses related to a copper pipe supply line leak in the hallway.

Staff was asked to bring back a policy to address reimbursements for MI events to a future committee meeting.

11. SCE Charge Ready Application Update and Recommendation to Approve the Next Steps (Bart Mejia)

This item was deferred due to the staff member being unable to attend the meeting.

Items for Future Agendas:

- Cost Estimate for Motion Sensor Lights to Replace Photocell Controllers in Common Areas for Three-Story Buildings
- Estimates for a 3-Year Termite Inspection Schedule
- Pressure Regulators on Water Mains
- Reimbursement Policy for Emergency Water Leaks
- Senate Bill 326 Load Bearing Component Inspections RFP
- Status Update on Gate 11 Seepage

Concluding Business:

12. Committee Member Comments

- Director Bhada commented that it was a good meeting, and would like an update on Gate 11 seepage. Mr. Gomez offered that Mr. Mejia will respond to his request.
- Mr. Gomez mentioned that staff will continue to search for ways to improve response to residents based on the notes from this meeting and will work with Resident Services to ensure their operators are asking enough and the correct questions to determine the urgency of a service call.

13. Date of Next Meeting – March 7, 2022

14. Adjournment

The meeting was adjourned at 2:53 p.m.


Ralph Engdahl, Chair

Ralph Engdahl, Chair
Manuel Gomez, Staff Officer
Telephone: (949) 268-2380



OPEN MEETING

**REGULAR MEETING OF THE THIRD LAGUNA HILLS MUTUAL
LANDSCAPE COMMITTEE**

Thursday, January 6, 2022 – 9:30 a.m.

VIRTUAL MEETING

Laguna Woods Village Community Center 24351 El Toro Road

REPORT

COMMITTEE MEMBERS PRESENT: Chair - Annie McCary, Lynn Jarrett, Ralph Engdahl, Ira Lewis, Donna Rane-Szostak

COMMITTEE MEMBERS ABSENT

OTHERS PRESENT:

ADVISORS PRESENT:

STAFF PRESENT: Kurt Wiemann, Eve Morton

1. Call to Order

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

2. Acknowledgement of Media

No media was present.

3. Approval of the Agenda

Chair Jarrett made a motion to remove Item #13 from the agenda, as requested by the Member. The committee was in unanimous support. The updated agenda was approved by consensus.

4. Approval of the December 2, 2021 Report

The report was approved by consensus.

5. Committee Chair Remarks

At this point, there was a problem with Zoom and the meeting reconvened at 10:00 a.m.

Chair Jarrett stated that she drove around the Village to look at the manors on this agenda. She said we need to be careful with water use. We need to get rid of more

grass and put in more drought tolerant type plants. One of our residents on the agenda today is doing just that and that is great.

6. Department Head Update

Mr. Wiemann stated that they are making some staff changes in Landscaping management and we should see even more positive change.

Six sections hit their cycles completely. The contracted workers are in place to fill our crews and working well.

We are re-training our staff to not trim as hard. We are also now mulching more which should cut down on weed issues.

6a. Project Log

Mr. Wiemann reviewed the Project Log information with the committee and answered some questions.

6b. Tree Work Status Report

Mr. Wiemann reviewed this report with the committee.

He reported that 38 trees in Third were lost during the recent storms. Director Rane-Szostak commended staff for removing downed trees so quickly after that storm.

7. Member Comments (Items Not on the Agenda)

Resident thanked the landscaper who is doing the trimming near her residence (Section 1) now. He does a good job on the edges and it looks great. She is looking forward to what is on the horizon and getting rid of more turf. She has drought tolerant plants at her manor and it looks gorgeous.

8. Response to Member Comments

None.

Consent:

None

Unfinished Business

9. Tree Removal Request: 5473-C Paseo Del Lago E. – One Red Iron Bark

Director Lewis made a motion to accept staff recommendation and approve this request. Director Rane-Szostak seconded. The committee was in unanimous support.

Items for Discussion and Consideration

10. Tree Removal Request: 3047-P Via Serena C. – Rusty Leaf Fig

Director Rane-Szostak made a motion to accept staff recommendation and deny this request. Director Lewis seconded. The committee was in unanimous support.

11. Tree Removal Request: 3154-B Alta Vista – Brazilian Pepper

Director Lewis made a motion to accept staff recommendation and approve this request. Director Rane-Szostak seconded. The committee was in unanimous support.

12. Tree Removal Request: 3160-D Alta Vista – Three King Palms

Director Lewis made a motion to accept staff recommendation and deny this request. Director McCary seconded. The committee was in unanimous support.

13. Off-Schedule Tree Trimming: 4007-1C Calle Sonora Oeste – Rusty Leaf Fig

Director McCary made a motion to accept staff recommendation and deny this request. Director Lewis seconded. The committee was in unanimous support.

14. Landscape Revision Request: 5209 Avenida Despacio

Director McCary made a motion to accept staff recommendation and deny this request. Director Rane-Szostak seconded. The committee was in unanimous support.

15. Landscape Revision Request: 5423 Calle Carmenita

Director Lewis made a motion to accept staff recommendation and approve this request. Director Rane-Szostak seconded. The committee was in unanimous support.

Future Agenda Items

16. Tree Replacement Program

17. Members Converting Turf Campaign

Rebates for converting turf were discussed. Director Rane-Szostak stated that rebates aren't available for recycled water areas.

Concluding Business:

18. Committee Member Comments

Director Rane-Szostak thanked residents who are considering drought tolerant plants and wished everyone a happy new year.


Director McCary thanked staff for getting the technical issues worked out today.

Mr. Wiemann stated that El Toro Water District will give the Village rebates for the controllers in the recycled water areas.

Chair Jarrett thanked staff and the committee for their hard work.

19. Date of Next Meeting – Thursday, February 3, 2022 at 9:30 a.m.

20. Adjournment at 11:01 a.m.


Lynn Jarrett (Jan 10, 2022 16:13 PST)

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



OPEN MEETING

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

Tuesday, December 28, 2021 – 9:30 A.M.
BOARD ROOM/VIRTUAL MEETING
Laguna Woods Village Community Center
24351 El Toro Road, Laguna Woods, CA 92637

MEMBERS PRESENT: Robert Mutchnick, Chair, Lynn Jarrett, Cush Bhada, Mark Laws, and Annie McCary

MEMBERS ABSENT: None

ADVISORS PRESENT: Mary Seto

ADVISORS ABSENT: Stuart Hack

STAFF PRESENT: Blessilda Wright and Pamela Bashline

CALL TO ORDER

Robert Mutchnick, Chair, called the meeting to order at 9:30 a.m.

ACKNOWLEDGEMENT OF MEDIA

The Media was not present.

APPROVAL OF AGENDA

Director Laws made a motion to approve the agenda. Director Jarrett seconded the motion.

By consensus, the motion carried.

APPROVAL OF MEETING REPORTS

Director Laws made a motion to approve the, November 23, 2021 meeting report as presented. Director Jarrett seconded the motion.

By unanimous vote, the motion carried.

CHAIRMAN'S REMARKS

Chair Mutchnick stated the information regarding the multi-unit owners will be shared with the community.

MEMBER COMMENTS ON NON-AGENDA ITEMS

None

REPORTS

None

ITEMS FOR DISCUSSION AND CONSIDERATION

Lease Authorization – Lower Cap to 25%

Pamela Bashline, Community Service Manager, presented Lease Authorization– Lower Cap to 25%. Ms. Bashline explained that lowering the lease cap from 30 percent to 25 percent in order to align with state legislative guidelines, increase the pool of owner-occupied units and potentially reduce the finance and re-financing fees incurred by buyers and existing owners. The Committee commented and asked questions.

Director Jarrett made a motion to approve Lease Authorization– Lower Cap to 25% and units under current contract for lease will not be affected. Director Laws seconded the motion.

By unanimous vote, the motion carried.

Additional Occupancy Fee

Ms. Bashline, presented Additional Occupancy Fee. The Committee commented and asked questions.

Director Laws made a motion to table to matter until the next meeting. Director Jarrett seconded the motion.

By a vote of 3-0-1 (Director Bhada abstained), the motion carried.

Lease Authorization Renewal

Ms. Bashline, presented Lease Authorization Renewal. The Committee commented and asked questions.

Director Bhada made a motion to approve Lease Authorization Renewal. Director Laws seconded the motion.

By a vote of 3-1-0 (Director Laws opposed), the motion carried.

Staff was directed to include the redline paperwork and 60 day letter for lease renewal for board review.

Distribution of Materials

Blessilda Wright, Compliance Supervisor, presented Distribution of Materials. The Committee commented and asked questions.

Director Laws made a motion to table to matter until the next meeting. Director Jarrett seconded the motion.

By unanimous vote, the motion carried.

ITEMS FOR FUTURE AGENDAS

- Distribution of Materials
- Additional Occupancy Fee

CONCLUDING BUSINESS

Committee Member Comments

Director Bhada stated good meeting and Happy New Year.

Director Jarrett stated good meeting.

Date of Next Meeting

Wednesday, January 26, 2022 at 9:30 a.m. in the Board Room.

Adjournment

With no further business before the Committee, the Chair adjourned the meeting at 10:00 a.m.

Robert Mutchnick

Robert Mutchnick (Jan 11, 2022 11:03 PST)

Robert Mutchnick, Chair
Third Laguna Hills Mutual

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