



## **OPEN SESSION**

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

**Monday October 25, 2021: 9:30AM - 11:30AM  
VIRTUAL/IN PERSON MEETING**

Laguna Woods Village owners/residents are welcome to participate in all open committee meetings and submit comments or questions regarding virtual meetings using one of three options:

1. Via Zoom : <https://us06web.zoom.us/j/93156707417>
2. Via email to [meeting@ymsinc.org](mailto:meeting@ymsinc.org) any time before the meeting is scheduled to begin or during the meeting. Please use the name of the committee in the subject line of the email. Name and unit number must be included.
3. By calling (949) 268-2020 beginning one half hour before the meeting begins and throughout the remainder of the meeting. You must provide your name and unit number.

### **NOTICE and AGENDA**

*This Meeting May Be Recorded*

1. Call to Order
2. Acknowledgement of Media
3. Approval of Agenda
4. Approval of Meeting Report – September 27, 2021
5. Chair's Remarks
6. Member Comments - (Items Not on the Agenda)
7. Department Head Update

### **Consent:**

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

8. Monthly Mutual Consent Report (Attachment 1, PDF Page 7)

### **Items for Discussion:**

9. Water Heater Standard Revision (Attachment 2, PDF Page 9)
10. Contractor Violation Policy (Attachment 3, PDF Page 13)
11. ACM Comparison Report: Legal Involvement Progress & Dual Mutual Involvement
12. Alternative Wood Flooring Material (Attachment 4, PDF Page 27)
13. Alteration Fee Schedule (Attachment 5, PDF Page 35)

### **Items for Future Discussion & Agendas:**

- Manor Alterations News Bulletin Topics



Concluding Business:

14. Committee Member Comments
15. Date of Next Meeting – November 22, 2021
16. Adjournment



**OPEN MEETING**

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

Monday, September 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, Reza Karimi,

**DIRECTORS PRESENT:**

**COMMITTEE MEMBERS ABSENT:** Steve Parsons

**ADVISORS PRESENT:** Michael Plean, Michael Butler

**STAFF PRESENT:** Robbi Doncost, Lauryn Varnum, Gavin Fogg, Richard DeLaFuente

**1. Call to Order**

Chair Engdahl called the meeting to order at 9:32 AM.

**2. Acknowledgement of Media**

Zoom recording.

**3. Approval of Agenda**

Agenda was approved by consensus.

**4. Approval of Meeting Report for July 26, 2021**

The committee approved the meeting report as presented with the exception of a minor edit regarding meeting attendants.

**5. Chair's Remarks**

None.

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

None.

**7. Manor Alterations Division Update**



Mr. Doncost updated the current status of the Manor Alterations (“MA”) office, with the staff regaining two new full-time employees as of September 28. As these staff members are transfers from other departments, the training period is expected to be reduced, and the MA front counter is now open for appointments. Residents can make an appointment via the concierge, and MA has dedicated a single staff member exclusively to answering phone calls throughout the day.

**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**

Mr. Doncost discussed the decrease in applications being reviewed/processed, owing to the reduction in staffing. Chair Engdahl and Advisor Plean both asked if the ratio of tickets being released had decreased or if simply the overall quantity of tickets being reviewed had decreased. Mr. Doncost confirmed that at the request of committee members, tickets were generated upon receipt, regardless of their status. The approval process was based upon an “assembly line” format. Director Bastani inquired if this was the best method, and Mr. Doncost confirmed that when fully staffed, the format is effective. He further clarified that MA has dedicated a staff member to handle “escalations” as needed in order to keep a continual flow of processing.

**Items for Discussion:**

**9. ACM Comparison Report**

Mr. Doncost explained that MA was asked to create an organizational chart to understand the requirements from each involved party regarding ACM; VMS, City of Laguna Woods, AQMD. Discussion ensued regarding the different obligations of MA regarding ACM reports, clearances, and review. Mr. Doncost clarified that the level of review is due to the policies enacted by prior committees, but that the current committee has the ability to change this policy. Both Director Bastani and Advisor Plean discussed the perceived overreach by MA to maintain these policies, and posed the idea of adjusting to mirror the policies of the City. This would offset the responsibility for appropriate testing and results for review by the City, rather than MA.

Chair Engdahl posed the question of the HOA potentially bearing partial responsibility, as they have a stake in the ownership. Mr. Doncost confirmed that this was a complicated issue, and MA is willing to explore the route the committee desires. Director Mutchnick inquired what would happen to oversight within the community regarding ACM, if members could be trusted to obey all rules. Director Bastani discussed that this was a conversation regarding illegal activity, and if members violate rules they must be held responsible. Director Mutchnick pledged to connect with the Mutual’s lawyer to discussed the legal implications of either decision.



#### **10. Contractor Violation Policy**

The committee questioned if the Contractor Violation Policy (“CVP”) was being voted upon at this meeting, and MR. Doncost stated that while United has approved the policy, it is not necessary to vote on the policy at this time. Director Mutchnick inquired what would occur if a contractor is in violation but still is involved in many other jobs? Would the other members suffer from delays? Can the number of applications be reduced?

Mr. Doncost confirmed that members utilizing the contractor can still apply for a continuance, and that the goal of the CVP is to provide a path to compliance for contractors while eliminating the contractors who refuse to comply. Director Mutchnick noted that it was primarily a single contractor with many violations. Mr. Doncost confirmed that this contractor was willing to have a discussion with MA, and Staff Officer Varnum confirmed that a single Project Manager had been assigned to VMS who had disregarded rules. Director Mutchnick requested the CVP be slightly edited to reflect the verbiage more applicable to Third Mutual regarding the use of the term “member” as opposed to “shareholder”, and that it would be discussed again at the upcoming ACSC.

#### **11. Demolition Permits**

Ms. Varnum confirmed that this agenda item was requested by Steve Parsons. It was decided to table this item until the next ACSC.

#### **12. 5236 Elvira Handrail**

At the request of the M&C Committee, the Third ACSC agreed to add an additional item for discussion to the agenda. Director Mutchnick reminded the committee that there was a previously denied variance request for a handrail installation at 5236 Elvira. Discussion ensued regarding the potential for a precedent to be set regarding requests within common areas, and whether these requests would still be reviewed on a case-by-case basis.

Director Mutchnick read the itemized list of requirements in order to approve the request, and Chair Engdahl brought a motion forward. The motion was approved by consensus, and Director Mutchnick asked Staff Officer DeLaFuente to contact the members of 5236 Elvira regarding the approval.

#### **Items for Future Agendas:**

- Contractor Violation Policy
- Water Heater Enclosure Alternatives
- Alternative Wood Flooring Material
- Demolition Permits
- 3083-C Handrail Requests

#### **Concluding Business:**

#### **13. Committee Member Comments:**

None.



**14. Date of Next Meeting – October 25, 2021**

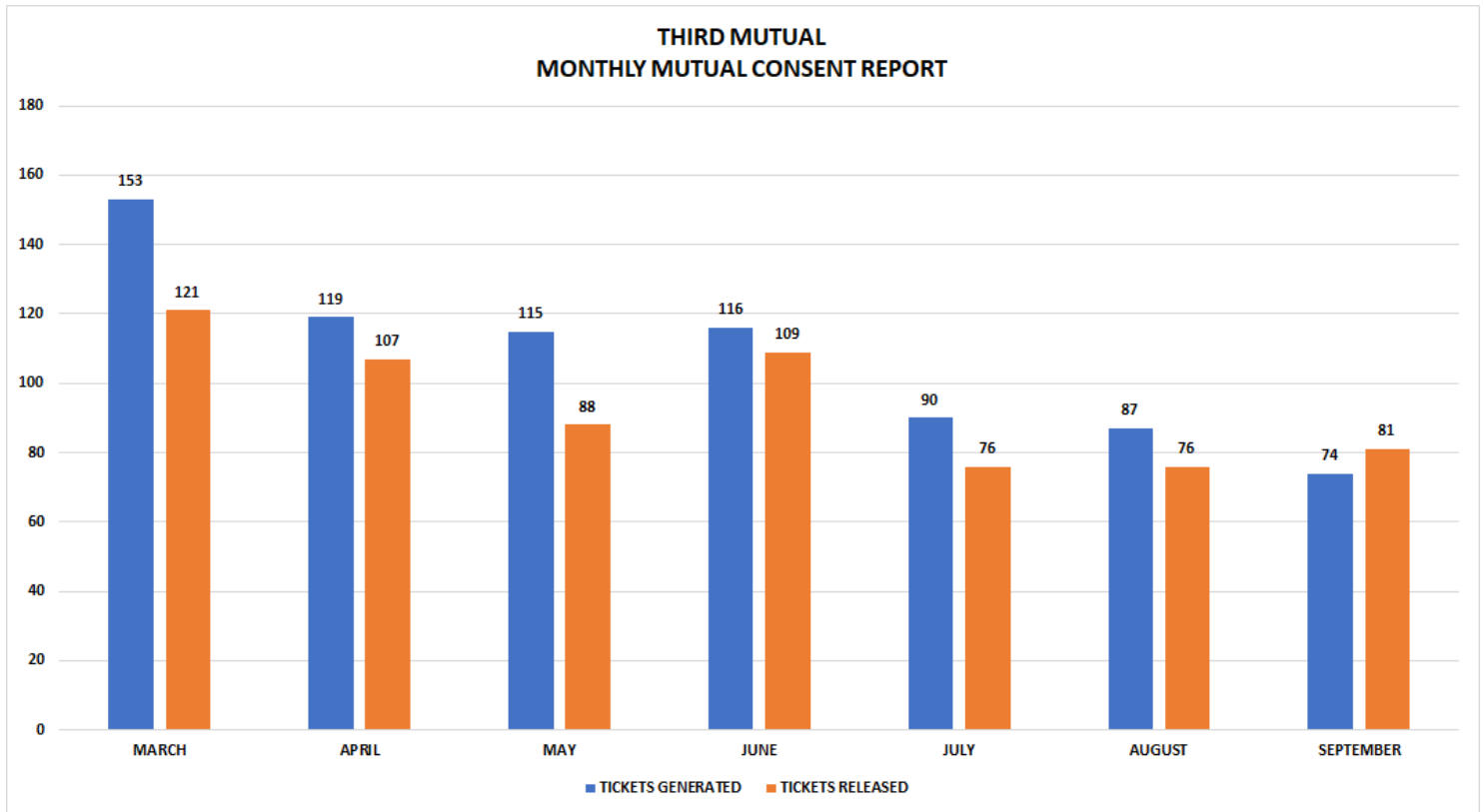
**15. Adjournment at 11:11 AM**

X \_\_\_\_\_

Ralph Engdahl, Acting Chair

Robbi Doncost, Staff Officer

Telephone: (949) 268-2281



**Average Numbers:**

**Phone in-take: received per day / responded to per day =**  
**60-70 Received per day / 50-65 Responded per day**

**E-mail in-take: received per day / responded to per day =**  
**70-90 Emails per day / 60-70 Responded per day**

**Remote counter: total for September /average per day =**  
**8 Appointments / 6-8 Appointments per day in October**

**Permit Release Timeline:**

**Class I Permits = 13 - 15 Business Days**

**Class II Permits = 13 - 15 Business Days**

**Class III Permits = 10-90 Business Days**

\*Plan Checks are performed within 2-4 days, delays are caused by staff gap within the in-take division

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**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.



- 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.

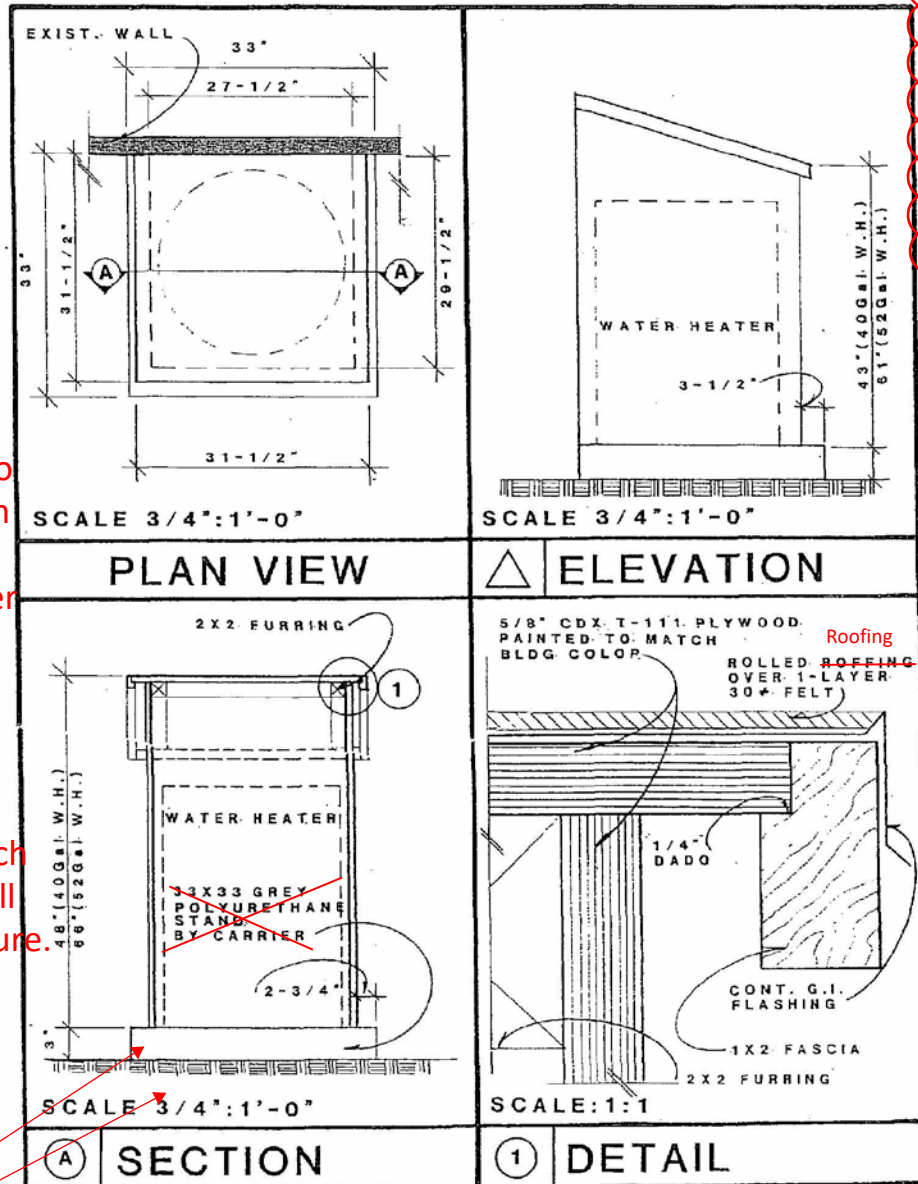
### 5.0 **STRAPPING**

- 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.

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 2  
WATER HEATER STANDARD REVISIONS

The exterior siding panels come in multiple textures. It still needs to be painted.

<https://www.jameshardie.com/products>



#### HARDIE® TEXTURED PANELS KNOCKDOWN

Add a rough-textured, stucco look using the Knockdown finish. Shiplap joints create v-grooved architectural lines on your home to add visual interest. Panels can be installed vertically or horizontally to achieve a variety of designs.



#### AVAILABLE SIZES

THICKNESS:	0.312"	
LENGTH:	120"	144"
WIDTH:	48.197"	48.197"
	96"	
	48.197"	

Request a Sample >

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

96"  
48.197"



#### HARDIE® TEXTURED PANELS SMOOTH SAND

Smooth Sand has a fine-textured, smooth, and consistent finish for a sleek look. Shiplap joints create V-grooved, architectural lines to add visual interest. Panels can be oriented horizontally or vertically to achieve a variety of designs.



#### AVAILABLE SIZES

THICKNESS:	0.312"	
LENGTH:	120"	144"
WIDTH:	48.197"	48.197"
	96"	
	48.197"	

Request a Quote >

Request a Sample >

Some minor revisions are  
needed prior to ACSC  
adoption.



FOR THIRD CONSIDERATION  
DISCUSSION ACSC

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**DATE:** October 25, 2021  
**FOR:** Third ACSC  
**SUBJECT:** Contractor Violation Policy

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### **RECOMMENDATION**

Staff recommends the Third Laguna Woods Mutual Architectural Control and Standards Committee (ACSC) adopt the proposed Contractor Violation Policy (Attachment 1), Exhibit A - Contractor Rules & Obligations (Attachment 2) and Resolution 03-21-XX (Attachment 3) to provide additional protections to members and mutual property as a result of the members hiring contractors that continue to violate mutual construction rules and regulations.

### **BACKGROUND**

Manor Alterations (MA) is seeing more frequent violations by member-hired contractors. Many violations are minimal; some are severe, causing additional time management required by MA and extensive additional member costs. These costs may include, but are not limited to, asbestos cleanups, removing mutual structural components (damage to the mutual) and starting work without MA or city permits.

Many contractors are repeat offenders. Currently, MA has no policy in place to manage contractor violations in this effort. As contractors are in direct contract with members and not the mutual, the mutual is limited in its deployment of contractor violations. ~~Third's attorney advises limiting the course of action against contractors to suspension or total exclusion from future work in Third if the contractor has a proven track record justifying such action.~~

Potential review  
by Third legal.

MA has increased its presence in an ongoing effort to educate members, contractors and realtors with the addition of a biweekly news bulletin, additional staff to answer inquiries and guide applicants through the permit process, articles in the Village Breeze, additional new tools such as a process map and a frequently asked questions guide. In the past year much more information has been provided; however, violations continue to increase.

### **DISCUSSION**

MA is seeking to enact the Contractor Violation Policy as a method of leverage for enforcement of Third's current rules and regulations. This policy would only benefit Third Mutual members, as it would provide clarity on potential contractor conduct expectations. It would also provide clarity on current mutual rules and regulations. This policy would be incorporated within the mutual consent (Attachment 4) and demolition (Attachment 5) application verbiage as a method of acknowledgement for both contractors and applicants.

both attachments would be  
provided for the actual resolution  
vote.

## **FINANCIAL ANALYSIS**

No financial analysis is provided. It can be assumed that adopting this policy will result in a slight reduction in staff time, as less attention will be needed to respond to violating contractor behavior. Even if the only reduction of staff responses to illegal asbestos releases is considered the following would apply:

Reduction in P-5 ACM releases

P-5 Releases per year estimate: Two per month for 24 responses

Staff est. time/Response: 12 hours x AV. Fee of \$38.94 (2021 bill rate inclusive of burden) =

\$467.28 per event x 24 events yields a savings of **\$11,214.72**

**It is anticipated that the vast majority of the P-5 releases will be eliminated. Also, not accounted for is Staff time saved in responding to non-conforming contractors that violate mutual and Contractor Board requirements.**

**Prepared By:** Robbi Doncost - MA Manager

**Reviewed By:** Gavin Fogg - MA Supervisor

**Committee Routing:** Third Mutual Board

## **ATTACHMENT(S)**

Attachment 1 – Contractor Violation Policy 03-21-XX

Attachment 2 – Exhibit A – Construction Rules & Obligations

Attachment 3 – Contractor Violation Resolution 03-21-XX

Attachment 4 – Mutual Consent Application Revised Verbiage

Attachment 5 – Demolition Application Revised Verbiage

## **Attachment 1 – Contractor Violation Policy 03-21-XX**

### **CONTRACTOR VIOLATION POLICY**

It is crucial that contractors hired by members strictly follow mutual rules and restrictions related to construction, improvement and repair projects. Given the proximity between units and age of the buildings, among other related factors, any deviation from mutual rules or the member's approved scope of work has the potential to have a significant impact on the property as well as the adjacent neighbors. Staff has discovered a material increase in violations by member contractors who are either unfamiliar with or fail to abide by mutual rules and restrictions or who perform work outside of what was approved. Oftentimes this can lead to delays; increased project costs for members; increased noise, inconvenience and disturbance to neighbors; and unnecessary staff time and resources diverted to regulating and overseeing contractor violations and corrections.

This Contractor Violation Policy (policy) provides for penalties in the form of prohibiting offending contractors from performing work in Third in an effort to protect members and Third property and to encourage contractors to adhere to the rules and obligations governing the members and mutual.

Manor Alterations (MA) is the representative acting on behalf of the managing agent (VMS) for the mutual (Third). This policy classifies the noticing, violation severity, enforcement, ramifications of disciplinary actions and remedies relating to the offenses. MA would use the policy criteria listed herein to evaluate the contractors' behavior and administer notices and violations to member contractors.

The circumstances for providing a potential violation notice or notice of violation and issuing violation suspensions are based on the severity of the offense listed in two categories as defined below:

#### **Moderate Violation**

1. Any violation of Exhibit A – Conditions Rules & Obligations unless noted as a severe violation.

#### **Severe Violations**

1. Any violation by a contractor performing demolition or initiating renovation work without all appropriate governmental and MA approvals inclusive of mutual consents issued by MA and City of Laguna Woods approvals, and
2. Any contractor performing work contrary to the work specifically noted on the mutual consent (MC) issued by MA for the following:
  - a. Performing any structural removal or modification, including, but not limited to, the widening of an opening of a doorway, passageway or window or removal or modification of a structural building element (inclusive of columns, bearing walls, shear walls, foundations, exterior walls, any work that would have required a variance approval from the board or lapse of any insurance coverage so disclosed by the contractor on the mutual standard certificate of liability insurance [COLI]).
  - b. Performing any work that is beyond the scope of work as defined by the mutual consent (MC). This expanded work will include, but not be limited to, installing a larger quantity of materials, amending the parameters initially identified, revised



## **Attachment 1 continued – Contractor Violation Policy 03-21-XX**

layout, increased dimensions of an approved renovation or using differing materials as was indicated on the MC.

3. Any expansion of the MC description for demolition or improvement work previously issued without further authorization from MA. Any unauthorized asbestos release contrary to city code, SCAQMD or Cal/OSHA regulations, or
4. The reluctance to complete the approved MC scope of work within 90 calendar days of permit issuance, or such reasonable time for the work so described on the MC as agreed to with MA when the MC was initially issued, exempting therefrom, any reasonable extension of time for force majeure condition affecting the timely completion of the work. See Exhibit A – Construction Rules & Obligations Contractor, Item 17, for complete terms relating to time of completion. A force majeure event shall be defined as an event beyond the control of the contractor affecting the timely completion of the work. Allowable force majeure events shall be considered as an event(s) affecting the entire local contracting community that would include major material shortages, war, strike, riot, catastrophic weather event, labor disputes or governmental orders relating to a pandemic. The contractor's time shall only be extended for the duration of the force majeure event.

MA is responsible for providing the following enforcement actions of this policy:

1. Substantiate violations with notices, notes and photographs; document and archive the violation events; and transmit violation material to contractor and member,
2. Maintain a log of violations recording at a minimum the contractor's name and address; detail of the violation circumstances; notes regarding the rules, regulations and obligations of violation; and other pertinent information of the event,
3. MA shall notify the manor member and contractor of all violations and potential consequences within seven working days from time of MA's knowledge of the violation,
4. Issuance of all violation notice documents are to be posted on the manor with a description of the violation(s). Contractor violations shall also be published in the biweekly news bulletin only after validation of the violation.
5. Maintain a master list of contractors who are ultimately determined to have engaged in violation of and/or have been suspended under this policy.

### **Contractor Violations**

Also see the contractor violation description below:

1. Moderate first violations – Any violation of the Exhibit A – Construction Rules & Obligations unless noted as a severe violation. Contractor and member will be notified of the first violation. All subsequent violations in this category will then escalate to a severe violation as described below.
2. Severe violations – If the first violation is a severe first violation (or a second moderate violation) then MA shall issue a potential violation notice. MA shall allow the contractor the opportunity to explain the circumstances of the violation. Under special circumstances shall the contractor be allowed to continue work. MA shall then determine if the potential violation notice shall become a violation notice and invoke those actions described in the contractor violation description.
3. In the event a suspension is issued, the contractor will no longer be allowed to do work within Third. After the second suspension, board approval is necessary for contractor



## **Attachment 1 continued – Contractor Violation Policy 03-21-XX**

reinstatement. Thereafter, any violation would result in permanent suspension from Third.

- a. The member is responsible for any supplemental cost to mitigate the actions of his/her contractor that might be attributable to the consequences of damage, including, but not limited to, remediation of emergency asbestos cleanup and mitigation, damage to mutual property and fines established by governmental agencies.
  - b. The member is responsible for any increased costs in replacing a suspended contractor from an existing project, subject to No. 4 below.
4. Upon issuance of a notice of severe violation, the contractor shall not be allowed to submit any new application(s), and existing applications will be refused and/or the contractor will not be allowed to perform any further work in the mutual. However, the member of the manor issued the offense and any member who is currently using this contractor shall be allowed, with consultation, under special circumstances and only with the express written approval of MA to continue to use the offending contractor to finish an existing contract at the discretion of MA and in consideration of code compliance.

### **Contractor Violation Description**

Any violation or suspension due to a violation hereunder will be viewed in totality for any work performed by the contractor in the mutual, and not on a per-project/mutual basis.

### **Moderate Violation**

1. First offense – Notice of moderate violation and no further action to be taken.
2. Second offense – Escalation to severe violation pending MA conference (i.e., contractor will discuss with MA the basis for what was done so that MA can determine if there was a violation or a misunderstanding). If MA determines no further action is needed, it remains a moderate violation without suspension. If determined to be a second violation, MA will apply a 30-calendar-day suspension from working in the mutual.

### **Severe Violation**

1. First offense – Notice of potential violation. Pending conference with MA (i.e., contractor will discuss with MA the basis for what was done so that MA can determine if there was a violation or a misunderstanding). The result of this conference will be the basis a 30-calendar-day suspension.
2. Second offense – Notice of violation and mandatory 90-day suspension.
3. Third offense – Notice of violation and mandatory termination of contractor from all work within the mutual. Only board reinstatement can result in the contractor continuing to work in the mutual.

Suspensions resulting from the second and third offense violations will occur after a conference is held between MA and the contractor to determine if there was a violation or a misunderstanding. It shall also be determined if the member of the manor issued the offense and any member that is currently using this contractor, shall be allowed, under special circumstances, to continue to use the offending contractor to finish their existing contract at the discretion of MA and in consideration of code compliance.

## **Attachment 1 continued – Contractor Violation Policy 03-21-XX**

**Regardless of the violations levied as noted herein, contractor and member may be subject to other costs as a result of damages to mutual property.**

### **Contractor Right to Dispute**

The contractor's right to dispute the violation shall be as follows:

1. The contractor has the right to dispute the MA notice of violation by emailing a hearing request to [alterations@vmsinc.org](mailto:alterations@vmsinc.org) and copying the MA supervisor and MA manager within seven calendar days of the notice of violation issuance to contractor.
2. Said hearing request will be heard by Third's ACSC at its next appropriate hearing date.
3. Should the contractor make a hearing request, all conditions of the violation, including the suspension, will remain in effect until the ACSC provides a final determination.

## **Attachment 2 – Exhibit A – Construction Rules & Obligations**

### **Exhibit A – Construction Rules & Obligations**

Both member and contractor shall abide by Exhibit A – Construction Rules & Obligations, may be held responsible for damages and take responsibility for the violations as a result of not complying with Exhibit A – Construction Rules & Obligations. Contractor agrees to comply with all rules and regulations, and violation provisions as stated in Exhibit A – Construction Rules & Obligations and the Contractor Violation Policy.

1. Mutual consent (MC) approvals: No improvement shall be installed, constructed, modified or altered at any manor (property) within Third Laguna Woods Mutual (mutual) without obtaining the proper demolition and new improvement permits in the forms of MCs for alterations and demolitions made to and approved in writing by Village Management Services Inc. (VMS), Manor Alterations Division (MA) or, in the event of a variance from the mutual's alteration standards, the Architectural Control and Standards Committee (ACSC) and the Third board. In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the property, the member agrees to comply with the mutual's governing documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
2. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the property's member and/or all future mutual members. Contractor may be held responsible to repair mutual property damaged and/or modified in the course of its work without having obtained the approval to do so via a duly executed MC.
3. 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.
4. A City of Laguna Woods permit may be required as well as a clearance requirement from the South Coast Air Quality Management District (SCAQMD) (asbestos hotline, 909-396-2336). Prior to the issuance of an MC for alterations and/or demolition, the appropriate City of Laguna Woods permit number(s) must be submitted to the MA office located in the Laguna Woods Village Community Center. The city permit must be approved within the prescribed time frame, and a copy of the final permit must be submitted to MA.
5. Member hereby consents and grants to the mutual, MA, the Maintenance and Construction Department and their representatives a right of property entry at any time to inspect said property and its improvements and for the mutual and the department, including its representatives and contractors, to remedy any violation upon the property, including, but not limited to, removing trash and/or any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.

## **Attachment 2 continued – Exhibit A – Construction Rules & Obligations**

6. Subject to the Contractor Violation Policy, member and contractor shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents, any others who perform work on the property and any violation of the mutual's governing documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, damage to mutual property and use of mutual property for storage of equipment or materials without prior approval. member acknowledges and agrees that all such persons are his/her invitees. Member shall be responsible for informing all his/her invitees of the mutual's rules and regulations; however, that does not relieve contractor from compliance with the rules due to ignorance or otherwise, as contractor will sign the MC for alterations and/or demolition as a condition to and requirement of any approval. Member shall be liable for any violation of the mutual's governing documents or for any damage caused by any invitee, including any fine, assessment or other charge levied in connection therewith; however, contractor is also responsible to repair all damage that was done in the execution of the alteration, consistent with item number two in this exhibit.
7. Member and contractor are responsible for following the gate clearance process in place to admit contractors and other invitees. See <http://www.lagunawoodsvillage.com>.
8. Member 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 Laguna Woods Village for performance of work in connection with the property.
9. All improvements must be installed in accordance with California State building code, and the published mutual architectural alterations standards, policies and guidelines. See <http://www.lagunawoodsvillage.com>.
10. 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. Except in an emergency, work hours from 8 a.m. to 5 p.m. on weekdays; no work is permitted on holidays and weekends.
11. During construction, both the MC for demolition, alterations and the city building permit must be on display for public view at all times in a location approved by MA.
12. No waste or materials associated with the construction may be dumped in Laguna Woods Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
13. Call the Security Services Department at 949-580-1400 to receive dumpster location approval. 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.

## **Attachment 2 continued – Exhibit A – Construction Rules & Obligations**

14. Call Security at 949-580-1400 for portable bathroom placement approval.
15. The MC for alterations is expected to be completed within 90 calendar days after the date of approval, unless an application is submitted with fees and approved by MA for an extension or documentation is submitted with the MC that justifies the need for a period longer 90 days and MA has agreed to this extension in writing. If the MC has an established completion period of more than 90 days but less than 180 days, the date established by the MC shall govern. An extension for a maximum of an additional 90 calendar days beyond the maximum 180-day period may be granted at the request of the member prior to expiration and at the discretion of MA. The contractor shall not perform any work beyond this 180-day period or six months unless authorized by MA in writing.
16. Violations of the forgoing conditions or the mutual's governing documents (see <http://www.lagunawoodsvillage.com>), including, but not limited to, unpaid assessments, work outside the approved plans, excessive noise, illegal dumping or working after hours, will result in disciplinary action, which could result in a stop-work notice, loss of privileges and/or severe fines to the member as presented in the Contractor Violation Policy.
17. Mutual member and his/her contractor shall indemnify, defend and hold harmless Third and its officers, directors, committee members, employees and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from the mutual shareholder's improvements and installation, construction, design and maintenance of same.

**Attachment 3 – Contractor Violation Resolution 03-21-XX**

**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 November 16, 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.

## Attachment 4 – Mutual Consent Application Verbiage

### REVISED VERBIAGE

#### MUTUAL CONSENT FOR MANOR ALTERATION(S)

The undersigned, a member of United Laguna Woods Mutual, ~~Third Laguna Hills Mutual, or Laguna Woods Mutual No. Fifty, a California nonprofit corporation (hereafter referred to as the "Corporation")~~, hereby requests permission of the Corporation to make the alteration described below to the Manor. Said alteration (hereafter sometimes referred to as the "Work") shall be performed subject to the terms and conditions printed on the reverse side hereof, and the latest version of the Contractor Violation Policy, which terms and conditions set out the responsibilities of the member and the below named contractor.

Revise to Third mutual

Third

~~United Laguna Hills Mutual, per Resolution 01-10-88,~~ hereby designates that the member of ~~United~~ Mutual listed below is a representative of the Mutual exclusively for the purpose of obtaining a City of Laguna Woods building permit for the alteration proposed herein. By signing hereon below both member and contractor acknowledge receipt of the entire Contractor Violation Policy and will adhere to the terms and conditions.

Manor: \_\_\_\_\_

Street: \_\_\_\_\_

Mutual Consent#: \_\_\_\_\_

Final Inspection: \_\_\_\_\_

A copy of the signed City Final Inspection is required for final acceptance by the Mutual

City Demo Permit#: \_\_\_\_\_

Final Inspection: \_\_\_\_\_

City Permit#: \_\_\_\_\_

Final Inspection: \_\_\_\_\_

NAF: \_\_\_\_\_

Expiration Date of Mutual Consent: \_\_\_\_\_

MANOR MODEL NAME:

PLAN #:

#### PROPERTY OWNER / APPLICANT INFORMATION

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

#### CONTRACTOR INFORMATION

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_ License: \_\_\_\_\_ Class: \_\_\_\_\_ Expires: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_ VALUATION: \$ \_\_\_\_\_


ALTERATIONS TO BE COMPLETED PER MUTUAL RULES & STANDARD SECTION(S):

PER MUTUAL APPROVED STANDARD PLAN(S) #

PER MUTUAL APPROVED VARIANCE RESOLUTION #

## Attachment 4 continued – Mutual Consent Application Verbiage

### MEMBER & CONTRACTOR: IMPORTANT, PLEASE READ CAREFULLY

1. The Mutual's Alteration process requires the Mutual Member receive a copy of the Mutual Standard to which the requested Mutual Consent applies, where applicable. To ensure compliance, the Member's signature below indicates receipt of the Standard is necessary, and a Mutual Consent will not be issued without this required signature.
2. We (Member and Contractor) understand that we will be in non-conformance if we do not conform to Mutual Rules and Regulations, and that the Member may be subject to Member Disciplinary Procedures, including the possibility of a fine in accordance with the Schedule of Monetary Penalties.
3. We (Member and Contractor) also understand and agree that we are responsible for all risks in connection with all alteration(s) or improvement(s), including but not limited to, the costs of removing, altering, protecting, or replacing the same as may be necessary or appropriate to conduct Corporation business.
4. The Member understands and agrees that the Member is responsible for, and will bear all costs in connection with all alteration(s) or improvement(s), and remediation(s) required to complete the alteration(s) or improvement(s). The member and contractor will be responsible for any costs associated with remediation, clean-up or repair of mutual owned or controlled property, caused by or resulting from alteration(s) or improvement(s) or the installation thereof as a result of the contractor not following the protocols and policies outlined in the Mutual Rules and Regulations, Mutual Consent Form, and the Contractor Violation Policy.

**By signing below, both Member and Contractor agree to adhere to the four directives listed above.**

I certify that all items listed on this Mutual Consent will be represented on the City of Laguna Woods building and demolition permit, and no work shall be covered without inspection and approval by the City of Laguna Woods. I also understand that the Mutual Consent will EXPIRE within 90 CALENDAR DAYS unless extended in writing by Manor Alterations.

► Signature of Member:

Date:

### CONTRACTOR: IMPORTANT, PLEASE READ CAREFULLY

I have received, read, understand, and agree to follow and confirm to all current Mutual Standards regarding this alteration(s). In addition, I am a contractor licensed pursuant to the laws of the State of California and agree to perform the work subject to the terms and conditions printed on the reverse side of this application. I will ensure that items requiring Inspections will not be covered WITHOUT INSPECTION AND APPROVAL by the CITY OF LAGUNA WOODS BUILDING INSPECTOR. I also understand that Mutual Consent will EXPIRE within 90 CALENDAR DAYS unless Manor Alterations approves a documented request for extension. For all work performed in the Mutual, the contractor acknowledges receipt of the Contractor Violation policy and will adhere to its terms and conditions.

► Signature of Contractor:

Date:

**IMPORTANT NOTICE: ASBESTOS CONTAINING MATERIALS THAT ARE BASICALLY INERT AND HARMLESS IF NOT DISTURBED MAY BE PRESENT IN CEILINGS, FLOORS AND OTHER BUILDING COMPONENTS. LEAD-BASED PAINT MAY BE PRESENT. MEMBER AND CONTRACTOR ARE CAUTIONED TO TAKE ALL REASONABLE AND PRUDENT MEASURES TO PROTECT PERSONS AND PROPERTY BEFORE DISTURBING SUCH MATERIALS. MEMBER AND CONTRACTOR AGREE TO ABIDE BY ALL FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, CODES AND REGULATIONS RELATING TO DISTURBANCE, REMOVAL AND/OR DISPOSAL OF ALL REGULATED MATERIALS; AND UPON REQUEST, COPIES OF DISPOSAL MANIFESTS WILL BE PROVIDED TO THE CORPORATION.**

### FOR OFFICE USE ONLY

This application is approved and said member is hereby granted permission to make the above described alteration(s).

Alteration Code(s):

VMS, Inc.	Permit Fee	Penalty Fee (If Applicable)	Paid By	Date
-----------	------------	-----------------------------	---------	------



## Attachment 5 – Demolition Application Revised Verbiage

Revise

### REVISED VERBIAGE

#### MUTUAL CONSENT FOR DEMOLITION

The undersigned, ~~member of United Laguna Woods Mutual, Third Laguna Hills Mutual, or Laguna Woods Mutual No. Fifty,~~ a California nonprofit corporation (hereafter referred to as the "Corporation"), requests permission of the Corporation to perform the demolition required to make the alteration described below to the dwelling. Said alteration (hereafter sometimes referred to as the "work") shall be performed subject to the terms and conditions printed on the reverse side hereof, which terms and conditions set out the responsibilities of the member and the below named contractor, if a, contractor is to perform said alteration; and which is incorporated herein and made a part hereof, and the latest revision Contractor Violation Policy, which terms and conditions set out the responsibilities of the member and the below named contractor.

United Laguna Hills Mutual, per Resolution 01-10-88, hereby designates that the member of ~~United Mutual~~ listed below is a representative of the Mutual exclusively for the purpose of obtaining a City of Laguna Woods building permit for the alteration proposed herein. By signing hereon below both member and contractor acknowledge receipt of the entire Contractor Violation Policy and will adhere to the terms and conditions.

MANOR MODEL NAME:

PLAN #:

Manor: \_\_\_\_\_  
Street: \_\_\_\_\_  
Demo Consent # \_\_\_\_\_  
City Demo Permit # \_\_\_\_\_  
Final Date: \_\_\_\_\_  
City Permit # \_\_\_\_\_  
Final Date: \_\_\_\_\_  
NAF: \_\_\_\_\_  
Expiration Date of Mutual Consent: \_\_\_\_\_

☐ WASTE LINE ☐ LANDSCAPE

#### APPLICANT INFORMATION

Name:

Phone:

Street Address:

City:

State:

Zip Code:

Email:

#### PROPERTY OWNER INFORMATION

Name:

Phone:

Street Address:

City:

State:

Zip Code:

Email:

#### CONTRACTOR INFORMATION

Company Name:

Phone:

Street Address:

City:

State:

Zip Code:

Email:

License#:

Class:

Expires:

DEMOLITION DESCRIPTION:

VALUATION: \$

IMPORTANT NOTICE: ASBESTOS CONTAINING MATERIALS MAY BE PRESENT IN ALL BUILDING COMPONENT, SUCH AS CEILINGS, FLOORS, AND MANY MORE. SUCH MATERIALS DO NOT IMPOSE RISK IF NOT DISTURBED. LEAD-BASED PAINT AND LEAD CONTAINING CERAMIC TILES MAY ALSO BE PRESENT. MEMBER AND CONTRACTOR ARE CAUTIONED TO TAKE ALL REASONABLE AND PRUDENT MEASURES TO PROTECT PERSONS AND PROPERTY BEFORE DISTURBING SUCH MATERIALS. MEMBER AND CONTRACTOR AGREE TO ABIDE BY ALL FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, CODES AND REGULATIONS RELATED TO PROPER TESTING, PERMITS & REQUIRED LICENCES DURING DISTURBANCE, REMOVAL AND/OR DISPOSAL OF ALL REGULATED MATERIALS. DISPOSAL MANIFESTS AND POST REMOVAL CLEARANCES MUST BE PROVIDED TO THE CORPORATION.

ALL DEMOLITION IS TO BE PERFORMED PER STATE, FEDERAL, CITY, AND MUTUAL REGULATIONS

## Attachment 5 continued – Demolition Application Revised Verbiage

### MEMBER & CONTRACTOR: IMPORTANT, PLEASE READ CAREFULLY

1. The Mutual's Alteration process requires the Mutual Member receive a copy of the Mutual Standard to which the requested Mutual Consent applies, where applicable. To ensure compliance, the Member's signature below indicates receipt of the Standard is necessary, and a Mutual Consent will not be issued without this required signature.
2. We (Member and Contractor) understand that we will be in non-conformance if we do not conform to Mutual Rules and Regulations, and that the Member may be subject to Member Disciplinary Procedures, including the possibility of a fine in accordance with the Schedule of Monetary Penalties.
3. We (Member and Contractor) also understand and agree that we are responsible for all risks in connection with all alteration(s) or improvement(s), including but not limited to, the costs of removing, altering, protecting, or replacing the same as may be necessary or appropriate to conduct Corporation business.
4. The Member understands and agrees that the Member is responsible for, and will bear all costs in connection with all alteration(s) or improvement(s), and remediation(s) required to complete the alteration(s) or improvement(s). The member and contractor will be responsible for any costs associated with remediation, clean-up or repair of mutual owned or controlled property, caused by or resulting from alteration(s) or improvement(s) or the installation thereof as a result of the contractor not following the protocols and policies outlined in the Mutual Rules and Regulations, Mutual Consent Form, and the Contractor Violation Policy.

By signing below, both Member and Contractor agree to adhere to the four directives listed above.

I certify that all items listed on this Mutual Consent will be represented on the City of Laguna Woods building and demolition permit, and no work shall be covered without inspection and approval by the City of Laguna Woods. I also understand that the Mutual Consent will EXPIRE within 90 CALENDAR DAYS unless extended in writing by Manor Alterations.

► Signature of Member:

Date:

### CONTRACTOR: IMPORTANT, PLEASE READ CAREFULLY

I have received, read, understand, and agree to follow and confirm to all current Mutual Standards, Rules and Regulations. In addition, I certify that I am a contractor licensed pursuant to the laws of the state of California and agree to perform the work subject to the terms and conditions printed on the reverse side of this application. For all work performed in the Mutual, the contractor acknowledges receipt of the Contractor Violation Policy and will adhere to its terms and conditions.

► Signature of Contractor:

Date:

### FOR OFFICE USE ONLY

Alteration Code(s):

Date:

VMS, INC:

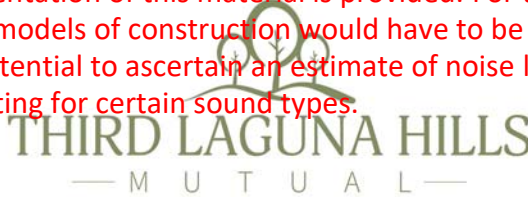
Permit Fee: \$

Penalty Fee: \$

## MANOR ALTERATIONS NOTES ON STANDARD 11A

This Standard 11A provides for a criteria by which the flooring is to perform to a desired criteria. Thereby it establishes a performance standard and not an approved design. It lends a complication in that although it provides for adjacent member protection after installation, it does not establish an approval of any specific flooring and insulating material prior to its installation. This lends to greater conflict after installation. There is no requirement for the member to hire an acoustic engineer to demonstrate performance of acceptability.

MA provides sample of planking material that have certain MM thick isolation material. However, no manufacturer performance representation of this material is provided. For that evaluation a series of studies based upon a selected +-3 models of construction would have to be examined by an acoustic engineer. Only then is there the potential to ascertain an estimate of noise level accommodation in a comparable type of db or FIIC rating for certain sound types.



FIIC means: Field Impact  
Insulation Class

STC is a measurement of the reduction in sound energy that a product will provide. How much noise will it block? Noise is generated at one end of a very long tube, the product is inserted and the sound levels on the other end are measured.

### STANDARD 11A: INTERIOR HARD-SURFACE FLOORING

Adopted July 20, 2010, RESOLUTION 03-10-97

Revised December 21, 2010, RESOLUTION 03-10-188

#### 1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

#### 2.0 APPLICATIONS

Field Impact Insulation Class

IIC is the measurement of sound energy blocked by a particular product when used on a tested floor/ceiling assembly. In this case the product is actually tested on a sub floor with an actual floor covering installed.

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

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

For current acoustic standards, for floor/ceiling assembly in multifamily buildings with more than one floor, the National Building Code (NBC) does not require a minimum Impact Noise rating but recommends a FIIC 55

AIIC stands for "Apparent Impact Insulation Class," which is the insulation index of the apparent impact noise of a floor/ceiling assembly on site. Since ASTM E1007-14 and ASTM E336-14 came to affect, details have been provided on how to measure and present the results of acoustic tests car



## INTERIOR HARD-SURFACE FLOORING COMPLAINT RULES

July 20, 2010, RESOLUTION 03-10-98

REVISED AUGUST 2013, RESOLUTION 03-13-85

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

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

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

Only after a complaint is issued is  
the Mutual to retain an acoustical  
testing service.

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

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

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

## **7. BOARD HEARINGS AND ORDERS.**

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

ii) After the hearing has concluded, the Board of Directors shall determine such



actions, remedies, fines, penalties, suspensions, Reimbursement Assessments, and other orders that the Board in its discretion deems appropriate to be taken, including, but not limited to:

- (1) Imposing and levying a Reimbursement Assessment against either the Owner of the Condominium where the interior hard-surface flooring at issue is located or the Owner of the Condominium which originated the Complaint (even if the Complaint was made by a non-Owner resident in the Condominium) to reimburse the Mutual for all costs, expenses and attorney's fees that the Mutual has incurred in connection with the Complaint or its enforcement of these Rules, including the costs of FIIC testing, expert consultations, and expert reports;
- (2) Directing the Owner(s) and/or resident(s) of the Condominium where the interior hard-surface flooring at issue is located to take remedial action to correct the situation that resulted in the Complaint, submit documents verifying that such remedial action has been completed, and/or allow an expert selected by the Mutual and paid for in advance by said Owners to perform follow-up FIIC testing to verify the effectiveness of the remedial action; and
- (3) Making such other and further orders as it deems appropriate, including imposing monetary penalties and fines, imposing and levying Reimbursement Assessments, suspending the right to use any facilities owned, operated or managed by the Mutual, suspending the right to vote in Mutual elections, recommending to GRF that it take disciplinary action against the Owner(s) and/or resident(s) with respect to the Owner(s) and/or resident(s) use of GRF provided facilities and amenities, and/or setting additional hearings.

### Understanding Sound Transmission Class (STC) Rating

When people are evaluating building materials and acoustical products for sound reduction, they rely on the sound transmission class or STC rating of the product. By understanding this rating of materials, we know how much sound will be blocked from going through those materials.

It is especially important in residential and commercial construction. Impact loads require very special considerations in preventing sound transmission.

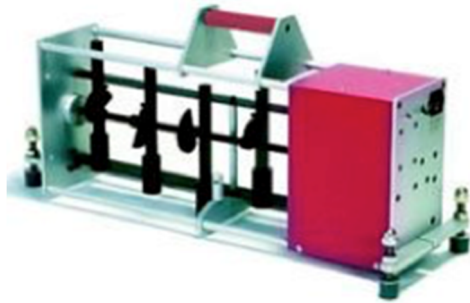
## STC Rating Chart

STC What can be heard at this level

- 25 Soft speech can be heard and understood
- 30 Normal speech can be heard and understood
- 35 Loud speech can be heard and understood
- 40 Loud speech can be heard, but not understood
- 45 The threshold at which privacy begins
- 50 Loud sounds can be heard, but are very faint
- 60+ At this level, good soundproofing begins. Neighbors generally are not disturbed by very loud speech from inside.

### Third – Floor Sound Material Standard

#### [What is the difference in STC and IIC, and how are they tested?](#)



IIC is the measurement of sound energy blocked by a particular product when used on a tested floor/ceiling assembly. In this case the product is actually tested on a sub floor with an actual floor covering installed. A tapping machine is used to generate a constant impact and sound level on the floor, then the sound energy is measured below. The difference is the Impact Isolation Classification assigned to the material, when tested under that particular floor covering. The most accurate tests show a Delta ( $\Delta$ ) IIC; the additional IIC value that will be provided when the underlayment and finished floor are installed on the specific floor/ceiling design tested. Remember, most of these tests are done on very thick concrete, and that evaluation will not translate in wood construction.

STC is a measurement of the reduction in sound energy that a product will provide. How much noise will it block? Noise is generated at one end of a very long tube, the product is inserted and the sound levels on the other end are measured. The difference is the Sound Transmission Classification, in decibels, of that product. STC testing in multi-level buildings is done to measure the difference in noise energy from upstairs to downstairs. It is very important to get the information in a table format that shows the reading at different frequencies. This STC value is only valuable in the comparison of products, and even then, it doesn't mean a higher rated product will work better in your project.

The specific floor/ceiling can vary from one test to another, and this can dramatically affect outcome of the test. Some are done with a ceiling below; some are done without a ceiling at all. Others may have a ceiling with added isolation channels, insulation, etc. As a purchaser it becomes very hard to decide what will happen in your project; we are here to help you understand exactly what product and why you need it.

More important are these two factors;

- How will it work in your floor/ceiling assembly?
- When this product is used, what is the performance at the frequencies that matter most in your project?

[Understanding how floors transmit noise, and the connection with the ceiling below.](#)  
[This product says STC 71 and IIC 71, and it's only \\$ .20 a sqft!](#)  
[How can I improve my existing floor without tearing everything up?](#)  
[What is the difference in IIC and STC, and how are they measured?](#)

[This product says STC 71 and IIC 71, and it's only \\$ .20 a sqft!](#)

**This product says STC 71 and IIC 71, and it's only \$.20 a sqft!**



As mentioned in the preceding section on IIC and STC testing, your project may be much different than the tested floor/ceiling.

This inflated data is commonly shown on literature, websites and in showrooms with no clarification. In our industry this is the most common misconception made by the consumer, and leads to much lower than expected results. Please carefully evaluate your current situation, and select a product that is appropriate. See if you can actually get a copy of the test that was done, including a description of the complete floor/ceiling construction tested.

Warning; The majority of IIC testing is done on 6" or more of concrete. Floor underlayment companies test their products for large commercial or multi-family projects and want to get the highest IIC and STC for their product possible. Performance tested on a 6" concrete slab will never, ever happen if your building is a wood framed floor/ceiling.

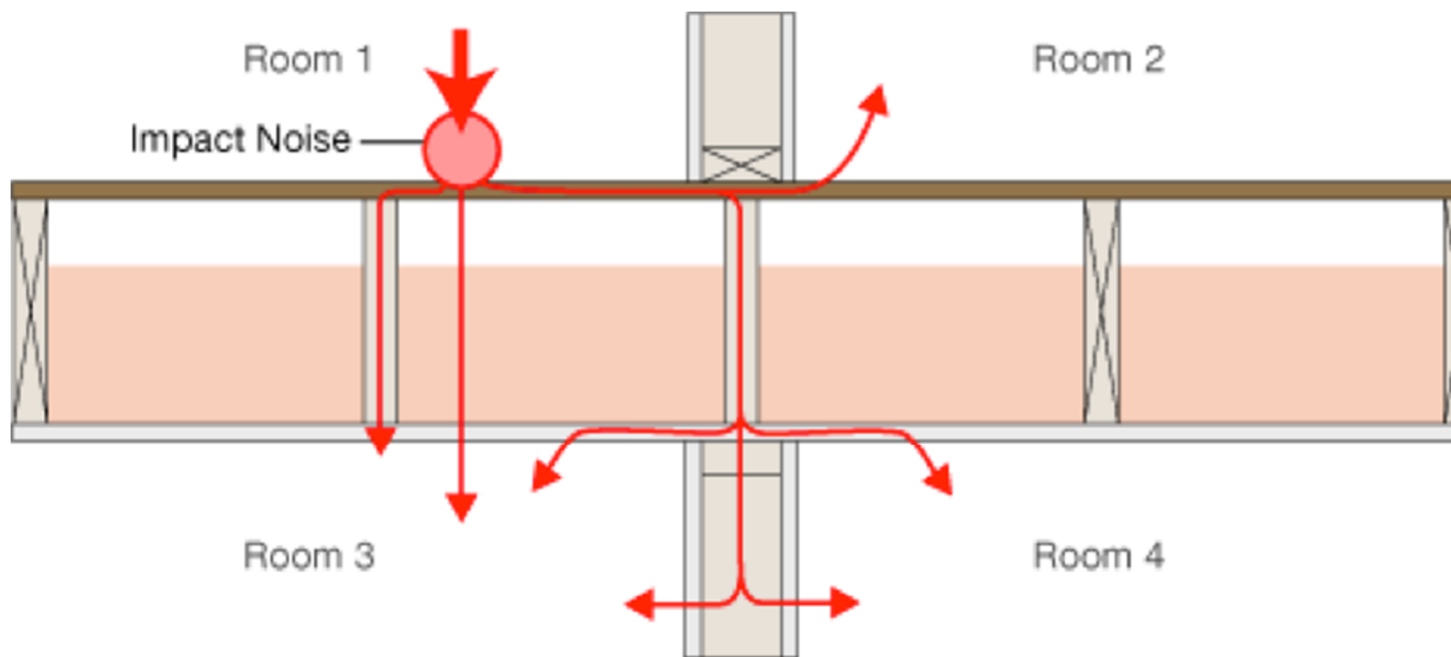


We can provide unbiased information to help with your selection; we carry a wide variety of products and have no particular loyalty to one or the other.

There are reputable companies that have tested their products in both concrete and wood frame conditions and do state those values clearly. We may be the ones to explain that the \$.20/sqft product you are looking at will not work; and that you may need to spend 5x as much for a product that's appropriate. We would rather lose the sale and provide you with relevant information than to disappoint you when the product is installed. Just don't shoot the messenger!

### **Understanding how floors transmit noise, and the connection with the ceiling below.**

When we discuss floor underlayments the elimination of footstep noise is usually the prominent goal. Floors transmit footstep noise in the form of vibration; a shoe impacts the hard floor, creates a vibration at the point of contact and that vibration (noise energy) is radiated outward through rigid connections. The transmission of footstep noise travels through many paths, an example is shown below:



With the many paths shown in the example above, you now have a complete picture of the challenges we face when assisting you to make a decision

about floor underlayments. Because the ceiling below should be considered in your decision; the existing structure in your project has to be defined before the right product can be selected.

3 MM underlayment: [Insulayment 100-sq ft Premium 3 mm Flooring Underlayment in the Flooring Underlayment department at Lowes.com](#)

3 MM QuiteWalk: [QuietWalk Sound Absorption and Vapor Barrier 100-sq ft Premium 3 mm Flooring Underlayment in the Flooring Underlayment department at Lowes.com](#) 100-SF for \$51.98

QuiteBarrier HD ¼" 2 lb/SF sheet: [Quiet Barrier™ HD Soundproofing Material \(Sheet\)\(PSA\) \(soundproofcow.com\)](#) \$195.93, 866-949-9269



## STAFF REPORT

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**DATE:** October 25, 2021  
**FOR:** Third Mutual ACSC  
**SUBJECT:** Alteration Fee Schedule Revision

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### **RECOMMENDATION**

The Third Architectural Control & Standards Committee recommend the Third Mutual Board approve the new Alteration Fee Schedule, as provided in Attachment One, which allows for a more appropriate fee structure to the actual cost of staff labor expended on Mutual Consent Alterations.

### **BACKGROUND**

The current Fee Schedule was adopted in 2017. The actual cost expended by Manor Alterations at its current rate do not align with the 2017 adopted Fee Schedule.

### **DISCUSSION**

Prior to the commencement of most manor alterations, Mutual members or their authorized contractors are required to obtain a Mutual Consent (permit application) from the Permits & Inspections Office. A Permit Fee is charged to partially offset administrative costs associated with the processing and review of Mutual Consents. Depending on the type of alteration to be performed, the fees are currently calculated using either a flat fee or the value of the proposed alteration. The process starts as soon as the Mutual Consent is submitted to the Permits & Inspections Office. Staff reviews the application and ensures that the proposed alteration conforms to Mutual Standards.

Since alterations are optional, and chosen by the Member, it is reasonable that the cost for processing the applications and inspecting the work be borne by those electing to alter their manor. Over the past year, several new processes and services, along with improvements to customer service, have been implemented in the Manor Alterations Division. Contractor parking passes, demolition mutual consents, and conformance deposits have all brought significant improvements to the services offered and have increased safety within the Village. Given the processes and administrative requirements currently involved, it is suggested that the ACSC now consider updating the alteration fee schedule to reflect the increased administrative and processing cost increase for Mutual Consents.

As shown on Attachment 1, the Financial Analysis factors in the cost of each staff members time in order to process Mutual Consents, Variances, Resale Inspections, and other submissions.

The cost of each staff members time is based upon their position within Manor Alterations (Attachment 2). The financial analysis extrapolates the amount of additional earnings captured by the proposed fee increase (Attachment 3). The proposed resolution 03-21-XX (Attachment 4) would serve to update the existing fee schedule and enact a more accurate fee schedule reflective of current costs incurred by the Mutual.

## **FINANCIAL ANALYSIS**

The total average increase is estimated to incur a \$67,200 increase to the assessment value in Mutual Consents with an increase of \$12,300 in Variance fees. The proposed fee increases will partially offset the operating costs of the added staff. This additional income is not represented in the current 2022 Budget projection for Manor Alterations.

<b>Prepared By:</b>	Robbi Doncost, Manor Alterations Manager
<b>Reviewed By:</b>	Gavin Fogg, Manor Alterations Supervisor Guy West, Maintenance & Construction Director Jeff Parker, CEO

## **ATTACHMENT(S)**

Attachment 1 – Financial Analysis  
Attachment 2 – Organizational Chart  
Attachment 3 – Revised Fee Schedule  
Attachment 4 – Resolution 03-21-XX

## Attachment 1 – Financial Analysis

925 ADDED STAFF FINANCIAL ANALYSIS					
DIVISION 925		January 15, 2020			
See Organizational Chart for listing of new positions and new staff added.					
STAFF ADDITIONS		Economical Impact			
<u>Counter Staff Added</u>		<u>Rate/Hr.</u>	<u>Yearly Pay</u>		
0	promotion-Sr. Op Specialist	2.2	\$ 4,576	1) Previously Appv'd position	
1	1 Counter Operational Specialist	19	\$ 39,520		
2	2 Counter Operational Specialist	19	\$ 39,520		
<u>Phone Staff Added</u>					
3	3 Phone Operational Specialist	19	\$ 39,520		
4	4 Phone Operational Specialist	19	\$ 39,520		
<u>Resales Staff Added</u>					
5	5 Inspector Float	28.85	\$ 60,000		
6	6 Operational Specialist	19	\$ 39,520		
<u>Inspectors Staff Added</u>					
7	7 Float Inspector (3rd & United)	28.85	\$ 60,000		
			<b>Total Salary Increase Per Org Chart</b>	<b>\$ (322,176)</b>	
<u>Economical Resource Alternatives</u>					
<u>Mutual Consents</u>		Current Fees		MC Proposed Fee Increase	
MC Permit Fees Collected 2020		\$ 110,500		\$ 120,000.00	2) MC Permit Fees Calculated See Exhibit "A"
<u>Resale Inspection &amp; Report Fees</u>		Current Fees		Proposed Fee Increase	
Third Resale Inspections		\$ 37,375		\$ 45,000.00	3) Resale Inspection & Report Fees Calculated See
United Resale Inspections		\$ 48,750		\$ 45,000.00	Exhibit "A" for Fees
		\$ 86,125		\$ 90,000	
				Proposed Fee Increase	
		Current Fees			
<u>Variances</u>				4) Resale Inspection & Report Fees See Exhibit "A"	
		24		24	
		VARs/YEAR	VARs Actual	Additional Fee Generated	
Variance Fee \$150/VAR.		\$ 3,600	\$ 7,944	\$ 4,344	5) 24 Variances per year average.
<u>Added Fines</u>					
MA Issued IN110 Stop Notice		Fine of \$500 X 17 events		\$ 8,500	6) 1.42 per month
MA Issued N of Correction 9378		Fine of \$250 X 43 events		\$ 10,740	7) 3.58 per month
			<b>Added Proceeds for Various Cost Revisions</b>	<b>\$ 323,584</b>	
			<b>Total Financial Impact</b>	<b>\$ 1,408 per year</b>	
<b>NOTES:</b>		Added Income			
1) This rate is noted as the increase from prior position to new position rate increase as previously approved.					
2) MC Permit Fees see Exhibit "A" for Current & Proposed Fees					
3) Resale Fees see Exhibit "A" for Current & Proposed Fees					
4) Resale Inspection & Report Fees See Exhibit "A"					
5) Increase of Variance fee proposed to cover acutual cost to owner					
6) MA Stop Notice Fee- Many are issued for illegal work or ACM P-5 Cleanup					
7) Correction Notice Issuance for work not conforming to Standards and Policy					
The current variance fee of \$150 doesn't come close to covering the site visits, staff reporting, and preparation					

### Attachment 1 – Financial Analysis (continued)

<b>EXHIBIT "A"</b>				
<b>MUTUAL CONSENT CURRENT FEES</b>				
Mutual Consent Current fee based on Average of records searched in 2020				
MCs processed '2020	325	records for the AV yr.		
MC Fee Av 2020	\$ 340	for PA01 & PA02 Mutual Consent		
<b>MC FEES COLLECTED 2020</b>	<b>\$ 110,500</b>			
<b>MUTUAL CONSENT PROPOSED FEE INCREASE</b>				
United \$100 Fee Increase X 600 AV MC's/yr	\$ 60,000	Fee Increase only		
Third \$100 Fee Increase X 600 AV MC's/yr.	\$ 60,000	Fee Increase only		
<b>MC PROPOSED FEE INCREASE</b>	<b>\$ 120,000</b>	<b>Proposed Fee Increase</b>		
<b>RESALE INSPECTION &amp; REPORT FEES CURRENT &amp; PROPOSED</b>				
	<b>Current Fees 2020</b>			
Third Report Cost Current : \$115	\$ 37,375	325 resales inspections		
United Report Cost Current: \$150	\$ 48,750	325 resales inspections		
	<b>\$ 86,125</b>	<b>Current Fees</b>		
	<b>Fee Increase</b>			
Resale Inspections in 20211				
United \$100 Fee Increase X 450 Insp't	\$ 45,000.00	Fee Increase only		
Third \$100 Fee Increase X 450 Insp't	\$ 45,000.00	Fee Increase only		
	<b>\$ 90,000</b>	<b>Proposed Fee Increase</b>		
Projected an increase in Resale Inspections due to staff and no malware problems				
<b>VARIANCE FEES ACTUAL</b>				
	Per 2021 Bill Rates Schedule			
	\$ 38.94			
		Hrs.	Total	
Inspection Site Visit & Gen. Data	\$ 38.94	1.5	\$ 58.41	
Manor Research Tickets/MC's/Violations	\$ 38.94	2.5	\$ 97.35	
Operations Specialist Report	\$ 38.94	1.5	\$ 58.41	
Operations Specialist Filing & Transmittal	\$ 38.94	1.5	\$ 58.41	
Misc. Reissue & Resale Coord. O.S.	\$ 38.94	1.5	\$ 58.41	
		8.50	\$ 330.99	
		Hrs	per report	
			Actual Cost	
	<b>Actual Fee 24 X @330.99 =</b>			<b>\$ 7,943.76</b>

### Attachment 1 – Financial Analysis (continued)

<b>EXHIBIT "B"</b>				
<b>VARIANCE ASSEMBLY &amp; REPORT PROCESSING FEE ALLOCATION</b>				
Per 2021 Bill Rates Schedule				
	\$ 38.94	Hrs.	Total	
Rev of Variance Initial Req. & Discssions of Policy	\$ 38.94	0.5	\$ 19.47	
Initial Stellar & Policy Review	\$ 38.94	1	\$ 38.94	
Site Visit & Doc Assembly	\$ 38.94	4	\$ 155.76	
Report Assembly	\$ 38.94	7	\$ 272.58	
Added Plan Coordination/MC	\$ 38.94	2	\$ 77.88	
Supervisor Review & Comments	\$ 38.94	1.5	\$ 58.41	
Manager Review & Edits	\$ 38.94	1	\$ 38.94	
		17	\$ 662.0	
		Hrs	Per Variance	
			Actual Cost	
Calculate AV # of Variances / Yr.				
24 Variances per year at \$662 = \$15,900				

	Permit Fee Legend			
Valuation	Current	% Fee	New	Actual
	Fee	Increase	Fee	\$ Increase
Less than \$750	\$50	40%	\$70.0	\$20.0
\$751 to \$2,000	\$77	40%	\$107.8	\$30.8
\$2,001 to \$4,000	\$168	40%	\$235.2	\$67.2
\$4,001 to \$6,000	\$280	40%	\$392.0	\$112.0
\$6,001 to \$8,000	\$392	40%	\$548.8	\$156.8
\$8,001 tp \$10,000	\$504	40%	\$705.6	\$201.6
Above \$10,000	\$700	40%	\$980.0	\$280.0
What are # of AV MC's issued	600	in 2021 IN Third Mutual		
What is AV Fee Collected	280			
Calculate Total Fee Tally 2021			\$168,000	Third Mutual
Calculate Total Fee Increase 2022			\$67,200	Third Mutual

MANOR ALTERATIONS – DIVISION 925

MA ORG CHART – 10/18/21

925 MANOR ALTERATIONS MANAGER  
(1) Robbi Doncost

925 ALTERATIONS COORDINATOR  
(10) Lauryn Varnum

925 MANOR ALTERATIONS & RESALES

Supervisor  
(2) Gavin Fogg

925 MA INTAKE  
Operations Specialist

(6) Vacant - Operations Specialist  
(11) Vacant – Sr. Operations Specialist

PHONE STAFF

(12) Jessica Lozada - Operations Specialist  
(13) Noell Ahern - Operations Specialist  
(16) Melissa Serrato - Operations Specialist

925 RESALES  
Operations Specialist

(8) Marcy Romero - Operations Specialist  
(7) Maria Huanosto - Operations Specialist  
Third Mutual:  
(4) Abraham Ballesteros - Inspector I  
United Mutual:  
(9) Ana Ligato - Inspector I

925 MA INSPECTORS  
Variances:

(15) Richard DeLaFuenta - Inspector II  
Third Mutual:  
(3) Rodd Whiston - Inspector II  
United Mutual:  
(5) Geovany Cortez - United Inspector II  
Float Inspector:  
(14) John Vogel – Inspector I (Currently on Leave)

CURRENT – 13 POSITIONS FILLED  
VACANT – 2 POSITIONS VACANT (O.S. Position)  
16 TOTAL POSITIONS  
  
INCLUDES 6 OPERATIONS SPECIALIST POSITIONS





## Alteration Fee Schedule

All alterations require an approved HOA Mutual Consent from Manor Alterations before work can commence.

Alterations may also require a City Permit as indicated below.

For items not listed, please contact Manor Alterations at (949) 597-4616 or [alterations@vmsinc.org](mailto:alterations@vmsinc.org)

Visit [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com) for Mutual Standards and Standard Plans.

Unauthorized Alteration Fee	\$350
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Variance Processing Fee	\$662
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\$50 Alteration Processing Fee	
Alteration Type	City Permit Required
Acoustic Ceiling Removal	Yes
Awnings (Standard, Less than 54")	Yes
Awnings (Powered)	Yes
HVAC (No Increase in Amperage)	No
Tub Replacement	Yes
Block Walls (Less than 48" H)	No
Block Walls (More than 48" H)	Yes
Planter Wall	No
Dishwasher (New Installation)	Yes
Door Revision (Exterior)	No
Electrical	Yes
Exhaust Fan	Yes
Fences (Less than 84") and Gates	No
Floor Coverings (Exterior)	No
Flooring (Vinyl)	No
Gutters and Downspouts	No
Metal Drop Shades	No
Modesty Panels (Balcony)	No
Patio Slab Revision	No
Patio Wall Revision	No
Plumbing	Yes
Soft Water System (Independent)	No
Soft Water System (Connected to Water Heater)	No
Storage Cabinets (Carpport)	No
Shades (Roll-up)	No

Permit Alteration Fees Based on Valuation	
Alteration Type	City Permit Required
Air Conditioner (Through the Wall)	Yes
Bathroom Addition (Split)	Yes
Central HVAC (New Installation)	Yes
Atrium, Balcony, Patio Covers (Replacement or New Installation)	Yes
Doors (New Construction)	Yes
Atrium, Balcony, Patio Enclosures	Yes
French Doors (New Installation)	Yes
Garden Room, Solarium	Yes
Heat Pumps (New Installation through Wall)	Yes
Man Doors (New Installation)	Yes
Plumbing (New Installation or Relocation)	Yes
Room Addition	Yes
Shower to Shower Replacement	Yes
Skylights	Yes
Sliding Glass Doors (New Installation)	Yes
Sliding Glass Doors (Retrofit)	Yes
Solar Tubes	Yes
Tub to Shower Installation	Yes
Tub to Tub Replacement	Yes
Wall Revisions	Yes
Washer and Dryer (New Installation)	Yes
Water Heater (Relocation)	Yes
Windows (New Construction)	Yes
Windows (Retrofit)	Yes

Permit Fee Legend	
Valuation	Fee
Less than \$750	\$70
\$751 to \$2,000	\$108
\$2,001 to \$4,000	\$235
\$4,001 to \$6,000	\$392
\$6,001 to \$8,000	\$549
\$8,001 to \$10,000	\$706
Above \$10,000	\$980

\*Some Alterations may require a Demolition Permit, which carries a \$50 fee. To confirm if your Alteration will require a Demolition Permit, please contact the Manor Alterations Department.

\*Alteration Fees are paid via credit card upon approval of a completed permit. Manor Alterations will contact applicants directly upon approval to collect payment.

\*In the event a member requires an "after the fact" (ATF) mutual consent ("MC") for work completed without prior appropriate authorization the following will apply as appropriate to the nature of the improvement work: Variance Fee, After the Fact Mutual Consent Fee, Mutual Consent Fee, Demolition Fee.

## **Attachment 4 – Resolution 03-21-XX**

### **RESOLUTION 03-21-XX**

#### **Alteration/Variance Processing Fee Policy**

**WHEREAS**, alteration and variance requests require significant staff time for proper processing, including research, report preparation, and then presentation to the appropriate committee and then the Board; and

**WHEREAS**, in order to offset administrative costs associated with processing variance requests, which is often followed by multiple resubmittals, and can be followed by an appeal to the Board as mandated in accordance with Resolution 03-13-105; and

**WHEREAS**, the Mutual currently charges a \$50 fee for a Mutual Consent and a \$150 fee for a Variance; and

**WHEREAS**, the new Alteration Fee Schedule increase to better align the fees with the administrative time it takes to process each task.

**WHEREAS**, the Board realizes that the current fee schedule does not appropriately cover staff time;

**NOW THEREFORE BE IT RESOLVED**, November 16, 2021, to partially offset administrative costs associated with processing alteration and variance requests, the Board of Directors of this Corporation hereby revise the alteration and inspection fees as attached to the official minutes of this meeting; the Variance request processing fee will increase to \$662, the Alteration processing fee will increase to \$50, the Unauthorized Alteration Fee will increase to \$350, the Revised Inspection Fee Schedule will be adopted; and

**RESOLVED FURTHER**, in the event that a member requires an “After the Fact” (ATF) Mutual Consent for work completed without prior appropriate authorization the following would apply as appropriate to the nature of the improvement work, defined as a member being responsible for: a Variance Fee if the work required variance approval; an ATF Mutual Consent Fee due to the work not having been applied for and permitted by Manor Alterations in advance of completion; a Mutual Consent Fee totaling the cost of an appropriate Mutual Consent Fee if the work had been properly approved; a Demolition Fee totaling the cost of the appropriate Demolition Fee if the work had been properly approved; and

**RESOLVED FURTHER**, October 20, 2017, that Resolution 03-17-120 adopted October 20, 2017 is hereby superseded and canceled; and

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