



OPEN MEETING

REGULAR OPEN MEETING OF THE UNITED LAGUNA WOODS MUTUAL ARCHITECTURAL CONTROLS AND STANDARDS COMMITTEE*

**Thursday, June 15, 2023 – 9:30 a.m.
Laguna Woods Village Board Room /Virtual Meeting
24351 El Toro Road, Laguna Woods, CA 92637**

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 two options:

1. Join via Zoom by clicking this link: <https://us06web.zoom.us/j/91432172027> or by calling 669-900-6833 Webinar ID: 91432172027.
2. Via email to meeting@vmsinc.org any time before the meeting is scheduled to begin or during the meeting. Please use the name of the committee in the subject line of the email. Name and unit number must be included.

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 for January 19, 2023
5. Chair's Remarks
6. Member Comments - *(Items Not on the Agenda)*
7. Division Manager Update
8. 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.*
 - a. Monthly Mutual Consent Report
9. Variance Requests

None.
10. Items for Discussion and Consideration
 - a. Revision to Architectural Standard 1: General Requirements
 - b. Revision to Architectural Standard 15: Floor Coverings: Exterior [Balconies and Patios]

- c. Accommodations for Disabled Residents

11. Items for Future Agendas

None.

12. Concluding Business

- a. Committee Member Comments
- b. Date of Next Meeting – Thursday, July 20, 2023 at 9:30 a.m.
- c. Adjournment

*A quorum of the United Board or more may also be present at the meeting.

Anthony Liberatore, Chair
Michael Horton, Manor Alterations Manager
Telephone: 949-597-4616



OPEN MEETING

**REPORT OF THE REGULAR OPEN MEETING OF THE
UNITED LAGUNA HILLS MUTUAL
ARCHITECTURAL CONTROLS AND STANDARDS COMMITTEE***

**Thursday, January 19, 2023 – 9:30 a.m.
Laguna Woods Village Board Room/Virtual Meeting
24351 El Toro Road, Laguna Woods, California**

REPORT

MEMBERS PRESENT: Anthony Liberatore – Chair, Alison Bok

MEMBERS ABSENT: Maggie Blackwell

STAFF PRESENT: Manuel Gomez – Maintenance and Construction
Director, Bart Mejia – Maintenance & Construction
Assistant Director, Gavin Fogg – Manor Alterations
Manager, Abraham Ballesteros – Inspector II, Manor
Alterations, Josh Monroy – Manor Alterations
Coordinator, Sandra Spencer – Administrative
Assistant

1. Call Meeting to Order

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

2. Acknowledgement of Media

The meeting was being broadcast on Granicus and Zoom. No media was present.

3. Approval of the Agenda

The agenda was amended to include item 10d. Hearing no objection, the agenda was approved by unanimous consent.

4. Approval of the Meeting Report for October 20, 2022

Hearing no objection, the meeting report for October 20, 2022 was unanimously approved as written.

5. Chair's Remarks

Chair Liberatore acknowledged the cancelation of the two prior Architectural Controls and Standards Committee due to no requests for alterations.

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

None.

7. Division Manager Update

None.

8. Monthly Mutual Consent Report

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.*

a. Hearing no objection, the Monthly Mutual Consent Calendar was approved unanimously.

9. Variance Requests

None.

10. Items for Discussion and Consideration

a. Revision to Architectural Standard 35: Solar Panels, 1 Story Buildings, and Buildings with Unshared Roof Space

Mr. Mejia introduced the item and answered questions from the committee. A motion was made to recommend the United Board approve the standard. Hearing no objection, the motion was approved by unanimous consent.

b. Revision to Architectural Standard 42: Solar Panels, 2 Story Buildings with Flat Roofs

Mr. Mejia introduced the item and answered questions from the committee. A motion was made to recommend the United Board approve the standard. Hearing no objection, the motion was approved by unanimous consent. Additionally, Mr. Mejia will research whether all 2 story

buildings have flat roofs, if revisions are needed they will be addressed in the standard prior to it going to the United Board.

c. Revision to Architectural Standard 1: General Requirements for Alteration Standards

Mr. Mejia introduced the item and answered questions from the committee. A motion was made to recommend the United Board approve the standard. Hearing no objection, the motion was approved by unanimous consent.

d. Consideration of Exclusive Use Agreement for Common Area Parking for 901-Q

Mr. Gomez introduced the item and answered questions from the committee. A motion was made to recommend the United Board approve the exclusive use agreement for common area parking for 901-Q. Hearing no objection, the motion was approved by unanimous consent.

11. Items for Future Agendas

None.

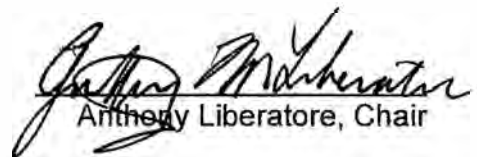
12. Committee Member Comments

- Chair Liberatore thanked staff for the details provided on both Solar Standards.

13. Date of Next Meeting: February 16, 2023 at 9:30 a.m.

14. Adjournment

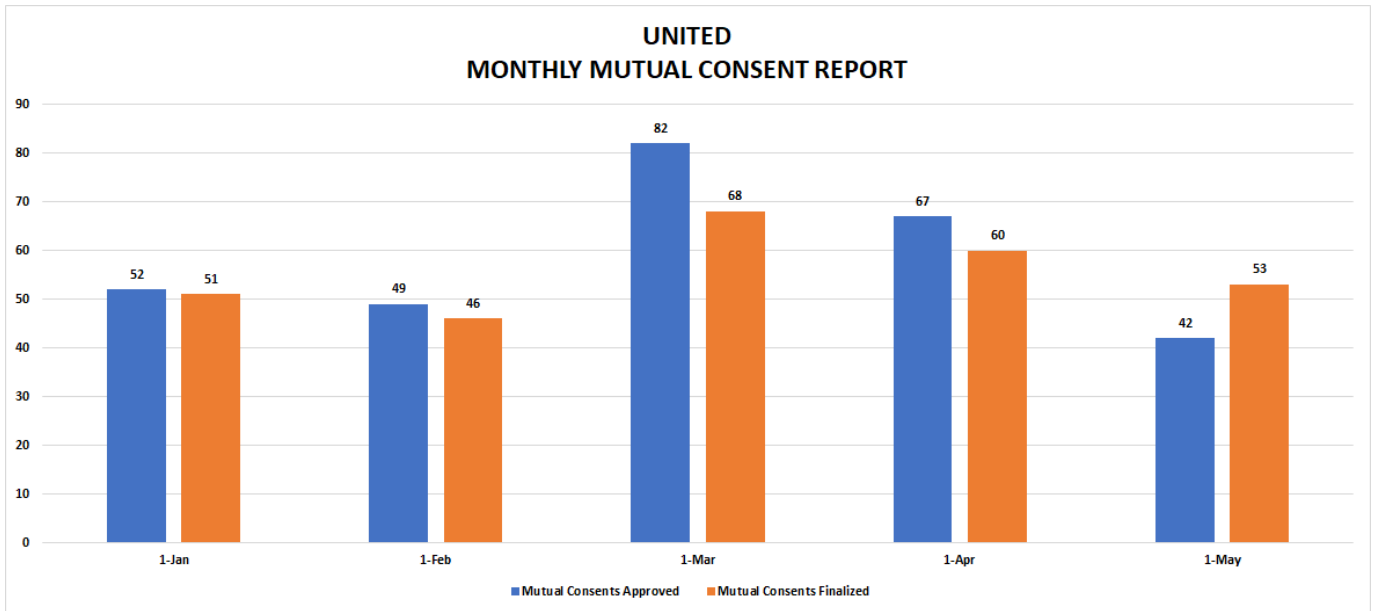
The meeting was adjourned at 10:14 a.m.



Anthony Liberatore, Chair

Anthony Liberatore, Chair
Baltazar Mejia, Staff Officer
Telephone: 949-597-4616

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STAFF REPORT

DATE: June 15, 2023
FOR: Architectural Controls and Standards Committee
SUBJECT: Revision to Architectural Standard 1: General Requirements

RECOMMENDATION

Staff recommends the United Architectural Controls and Standards Committee (ACSC) endorse the revised Architectural Standard 1: General Requirements.

BACKGROUND

The Architectural Controls and Standards Committee (ACSC) initiated a review of the current Standard 1: General Requirements (Attachment 1) and proposed revisions to the Standard to update its sections and revise the contractor working hours. Standard 1 was last revised in June 2018, via Resolution 01-18-57 (Attachment 2).

DISCUSSION

Staff has received input from community members, contractors, realtors and board and committee members pertaining to various sections of the standard. The suggested revisions have been incorporated and are shown in redline form as Attachment 3.

Staff is presenting the proposed revised Standard (Attachment 4) and accompanying resolution (Attachment 5) to the ACSC for review and comments, and to obtain the Committee's recommendation prior to presenting the matter to the full board. The proposed revisions are intended to reflect the current Building Codes, Municipal Codes, or mutual policies to update general provisions that apply to all the standards.

FINANCIAL ANALYSIS

There is no financial impact to the mutual if these revisions are implemented.

Prepared By: Michael Horton, Manor Alterations Manager

Reviewed By: Baltazar Mejia, Maintenance & Construction Assistant Director
Gavin Fogg, Manor Alterations Supervisor

ATTACHMENT(S)

Attachment 1 – Current Standard 1 General Requirements
Attachment 2 – Current Resolution 01-18-57
Attachment 3 – Redlined Revised Standard 1 General Requirements
Attachment 4 – Final Draft Standard 1 General Requirements
Attachment 5 – Revised Resolution 01-23-XX



**STANDARD 1: GENERAL REQUIREMENTS
FOR ALTERATION STANDARDS
JUNE 2018, RESOLUTION 01-18-57**

- 1.1** PERMITS AND FEES: A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Alterations Division with City permit number(s) prior to beginning work.
- 1.2** MEMBERS' RESPONSIBILITY: The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.
- 1.3** CODES AND REGULATIONS: All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).
- 1.4** WORK HOURS: No work shall commence prior to 7:00 am and no work shall be permitted after 5:00 pm Monday through Friday. Work on Saturday shall be permitted from 9:00 am– 3:00 pm for work which results in construction-related noise (e.g. cutting tile, hammering, and the use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00 am – 5:00 pm. No work whatsoever shall be permitted on Sunday or holidays.
- 1.5** PARKING: Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces, cul-de-sacs, or fire lanes. Parking passes must be displayed in the windshield at all times. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
- 1.6** PLANS: The Member applying for a permit shall provide to the Alterations Division a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.7** DUMPSITES: The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily. USE OF

COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED. Cleaning of paint tools, buckets, or equipment is prohibited in Common Areas. Contractor's or Member's dumpsters, if required, may not be placed in cul-de-sacs or parking spaces, location must be approved by the Alteration Division.

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

ATTACHMENT 2 – CURRENT RESOLUTION

RESOLUTION 01-18-57

Section 1: General Requirement for all Alteration Standards

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

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

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

NOW THEREFORE BE IT RESOLVED, June 12, 2018, that the Board of Directors of this Corporation hereby adopts the following Standard Section 1 for the General Requirements of all Alteration Standards;

ATTACHMENT 3 – REDLINED REVISED STANDARD 1:
GENERAL REQUIREMENTS



**STANDARD 1: GENERAL REQUIREMENTS ~~FOR~~
~~ALTERATION STANDARDS~~**

~~ADOPTED~~ JUNE 2018, RESOLUTION 013-18-57
~~REVISED [DATE], RESOLUTION 01-23-XX~~

- 1.1 ~~PERMITS-MUTUAL CONSENTS, CITY PERMITS AND FEES:~~ A Mutual ~~consent~~ permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual ~~consent~~ and City permits shall be paid ~~for~~ by the Member and/or his or her contractor. ~~When City permits are required, the~~ Member and/or his or her contractor must provide ~~a copy of the~~ the Alterations Division with City permit number(s) prior to beginning work.
- 1.2 ~~MEMBERS' RESPONSIBILITY:~~ The Member is solely responsible for the maintenance, repair, and/or removal of all alterations ~~performed by the Member and/or his/her contractor to the building.~~
- 1.3 ~~CODES AND REGULATIONS:~~ All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the ~~City-adopted Building Code~~ current edition of the National Electric Code (NEC).
- 1.4 ~~WORK HOURS:~~ No work shall commence prior to 7:00 am and no work shall be permitted after 5:00 pm Monday through Friday. Work on Saturday shall be permitted from 9:00 am– 3:00 pm for work which results in construction-related noise (e.g. cutting tile, hammering, and the use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00 am – 5:00 pm. No work whatsoever shall be permitted on Sunday or ~~the following~~ holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November) and Christmas Day (December 25). Note that Member or his/her contractor must coordinate with the City any work that is performed outside of City working hours or on City-observed holidays.
- 1.5 ~~PARKING:~~ Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces, cul-de-sacs, or fire lanes. Parking passes must be displayed in the windshield at all times. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.

1.6 PLANS: The Member applying for a Mutual Consent permit shall provide to the Manor Alterations Division a detailed plan(s) ~~for approval~~ indicating all work to be done, i.e., size, location, description and specifications.

1.7 DUMPSITES: The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The use of drop clothes is required for all common area being traversed during the removal and installation of materials known to cause dust and debris. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily.

**USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED
DUMPING IS NOT PERMITTED.**

~~1.7~~ Cleaning of paint tools, buckets, or equipment is prohibited in Common Areas. Contractor's or Member's dumpsters, if required, may not be placed in cul-de-sacs or parking spaces, location must be approved by ~~the Alteration Division.~~ Manor Alterations. Woods board or plywood shall be placed under the container to provide protection to ground surfaces.

1.8 CONTRACTOR: ~~Installation must be performed by a California licensed contractor of the appropriate trade. In addition to any other City requirements, all contractors performing work in the Village must be duly licensed by the State of California for the work that they are performing and be properly insured.~~

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

ATTACHMENT 4 – FINAL DRAFT
STANDARD 1: GENERAL REQUIREMENTS



STANDARD 1: GENERAL REQUIREMENTS

ADOPTED JUNE 2018, RESOLUTION 01-18-57

REVISED [DATE], RESOLUTION 01-23-XX

- 1.1 MUTUAL CONSENTS, CITY PERMITS AND FEES: A Mutual consent is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual consent and City permits shall be paid by the Member and/or his or her contractor. When City permits are required, the Member and/or his or her contractor must provide a copy of the City permit number(s) prior to beginning work.
- 1.2 MEMBERS' RESPONSIBILITY: The Member is solely responsible for the maintenance, repair, and/or removal of all alterations performed by the Member and/or his/her contractor.
- 1.3 CODES AND REGULATIONS: All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the City-adopted Building Code.
- 1.4 WORK HOURS: No work shall commence prior to 7:00 am and no work shall be permitted after 5:00 pm Monday through Friday. Work on Saturday shall be permitted from 9:00 am– 3:00 pm for work which results in construction-related noise (e.g. cutting tile, hammering, and the use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00 am – 5:00 pm. No work whatsoever shall be permitted on Sunday or the following holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November) and Christmas Day (December 25). Note that Member or his/her contractor must coordinate with the City any work that is performed outside of City working hours or on City-observed holidays.
- 1.5 PARKING: Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces, cul-de-sacs, or fire lanes. Parking passes must be displayed in the windshield at all times. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
- 1.6 PLANS: The Member applying for a Mutual Consent shall provide to the Manor Alterations Division a detailed plan(s) indicating all work to be done, i.e., size, location, description and specifications.

- 1.7 DUMPSITES: The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The use of drop clothes is required for all common area being traversed during the removal and installation of materials known to cause dust and debris. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily.

USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.

Cleaning of paint tools, buckets, or equipment is prohibited in Common Areas. Contractor's or Member's dumpsters, if required, may not be placed in cul-de-sacs or parking spaces, location must be approved by Manor Alterations. Woods board or plywood shall be placed under the container to provide protection to ground surfaces.

- 1.8 CONTRACTOR: In addition to any other City requirements, all contractors performing work in the Village must be duly licensed by the State of California for the work that they are performing and be properly insured.
- 1.9 CONTRACTOR'S CONDUCT: Contractor's, their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Audio playing devices are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.

ATTACHMENT 5 – REVISED RESOLUTION

RESOLUTION 01-23-XX

Section 1: General Requirements

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

WHEREAS, the General Requirements are and should remain the same for all Standards;

NOW THEREFORE BE IT RESOLVED, [DATE], that the Board hereby adopts Standard 1 – General Requirements for all Standards as attached to the official meeting minutes; and

RESOLVED FURTHER, that Resolution 01-18-57 adopted June 12, 2018, is hereby superseded in its entirety and no longer in effect; and

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

JUNE INITIAL NOTIFICATION: Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 28-days from the postponement to comply with Civil Code §4360

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STAFF REPORT

DATE: June 15, 2023
FOR: Architectural Controls and Standards Committee
SUBJECT: Revision to Architectural Standard 15: Floor Coverings: Exterior [Balconies and Patios]

RECOMMENDATION

Recommend that the Board of Directors approve a resolution to revise Standard 15: Floor Coverings: Exterior [Balconies and Patios].

BACKGROUND

The Architectural Controls and Standards Committee (ACSC) initiated a review of the current Standard 15: Floor Coverings: Exterior [Balconies and Patios] (Attachment 1). Standard 15 was last revised in September 2018, via Resolution 01-18-105 (Attachment 2).

DISCUSSION

Architectural Standard 15: Floor Coverings: Exterior [Balconies and Patios] (Attachment 1) needs to be revised to reflect current Federal and State regulations, City-adopted Building Codes, Municipal Codes, and mutual policies.

The proposed revisions to Standard Section 15 – Floor Coverings: Exterior [Balconies and Patios] along with the accompanying revised resolution are included in Attachments 3 through 5. The proposed revisions are intended to resolve conflicts with verbiage within the standard, along with meet the mutual's current architectural intent for exterior alteration floor coverings.

FINANCIAL ANALYSIS

There is no financial impact to the mutual if these revisions are implemented.

Prepared By: Michael Horton, Manor Alterations Manager

Reviewed By: Baltazar Mejia, Maintenance & Construction Assistant Director
Gavin Fogg, Manor Alterations Supervisor

ATTACHMENT(S)

Attachment 1 – Current Standard 15: Floor Coverings: Exterior [Balconies and Patios]

Attachment 2 – Current Resolution 01-18-105

Attachment 3 – Redlined Revised Standard 15: Floor Coverings: Exterior [Balconies and Patios]

Attachment 4 – Final Draft Standard 15: Floor Coverings: Exterior [Balcones and Patios]

Attachment 5 – Revised Resolution 01-23-XX



**STANDARD 15: FLOOR COVERINGS:
EXTERIOR [BALCONIES AND PATIOS]**

MAY 1996

REVISED APRIL 2005, RESOLUTION 01-05-64

GENERAL REQUIREMENTS REVISED JUNE 2011, RESOLUTION 01-11-104

GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08

GENERAL REQUIREMENTS REVISED JUNE 2018, RESOLUTION 01-18-57

REVISED SEPTEMBER 2018, RESOLUTION 01-18-105

1.0 GENERAL REQUIREMENTS

SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

2.0 APPLICATIONS

- 2.1** Screws, nails, or any type of penetrating attachments are prohibited. Only glues or adhesive strips may be used to attach carpets to concrete surfaces. Mortar, cement, etc., may be used for tile.
- 2.2** Floor coverings shall not be installed on any walkway or breezeway.
- 2.3** The color, style, fashion, or design of any floor covering shall be optional.
- 2.4** Glazed tile, due to its slippery surface, is prohibited for use as a floor covering.
- 2.5** Floor coverings are installed by the Members at their own risk. Any damage caused by any building activity, including building maintenance, shall be the resident's responsibility.
- 2.6** Painting or staining of concrete is prohibited, including patios.
- 2.7** The placement of indoor/outdoor carpeting is prohibited on any surface which is supported by wood (such as balconies, patios, decks, entryways, elevated and regular breezeways).
- 2.8** Concrete stain and epoxy coatings are permitted on concrete slabs in patios, atriums, and courtyards only. These coatings are prohibited on Common Area walkways.

3.0 MAINTENANCE

- 3.1** Members must maintain floor coverings in good condition at all times. Members shall repair or replace damaged or worn floor coverings.



- 3.2** Members shall be responsible to remove and replace any floor covering for access to the subsurface for purposes of inspection, repairs or maintenance.
- 3.3** Members assume all responsibility for tile that cracks or become loose.
- 3.4** Members assume responsibility for any building damage occurred due to the installation of a floor covering.
- 3.5** On wood frame balconies, the floor covering must be removable to permit access for inspection and maintenance. If the floor covering restricts the Mutual from performing periodic or preventive maintenance activities, the Member shall be responsible for all damages caused by the lack of maintenance.
- 3.6** If the floor covering holds moisture, restricts water drainage, or causes moisture related damage, the Member shall be responsible for all costs related to the damage.

ATTACHMENT 2 – CURRENT RESOLUTION

RESOLUTION 01-18-105

Revise Alteration Standard 15: Floor Coverings: Exterior [Balconies and Patios]

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

WHEREAS, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard 15: Floor Coverings: Exterior.

NOW THEREFORE BE IT RESOLVED, September 26, 2018, that the Board of Directors of this Corporation hereby adopts revisions to Alteration Standard 15: Floor Coverings; Exterior [Balconies and Patios], attached as part of the Official Minutes;

RESOLVED FURTHER, that Resolution 01-05-64, adopted June, 2005 is hereby superseded and cancelled; and

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

AUGUST Initial Notification

30-Day notification to comply with Civil Code §4360 has been satisfied.

ATTACHMENT 3 – REDLINED REVISED STANDARD 15:
FLOOR COVERINGS: EXTERIOR [BALCONIES AND PATIOS]



**STANDARD 15: FLOOR COVERINGS:
EXTERIOR [BALCONIES AND PATIOS]**

MAY 1996

REVISED APRIL 2005, RESOLUTION 01-05-64

GENERAL REQUIREMENTS REVISED JUNE 2011, RESOLUTION 01-11-104

GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08

GENERAL REQUIREMENTS REVISED JUNE 2018, RESOLUTION 01-18-57

REVISED SEPTEMBER 2018, RESOLUTION 01-18-105

REVISED [DATE], RESOLUTION 01-23-XX

1.0 GENERAL REQUIREMENTS

SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

2.0 APPLICATIONS

- 2.1 Screws, nails, or any type of penetrating attachments are prohibited. Only glues or adhesive strips may be used to attach carpets to concrete surfaces. Mortar, cement, etc., may be used for tile.
- 2.2 Floor coverings shall not be installed on any walkway or breezeway.
- 2.3 The color, style, fashion, or design of any floor covering shall be optional.
- 2.4 Glazed tile, due to its slippery surface, is prohibited for use as a floor covering.
- 2.5 Floor coverings are installed by the Members at their own risk. Any damage caused by any building activity, including building maintenance, shall be the resident's responsibility.
- 2.6 Painting ~~or staining~~ of concrete is prohibited, ~~including patios~~.
- 2.7 The placement of indoor/outdoor carpeting is prohibited on any surface which is supported by wood (such as balconies, patios, decks, entryways, elevated and regular breezeways).
- 2.8 Concrete stain and epoxy coatings are permitted on concrete slabs in patios, atriums, and courtyards only. These coatings are prohibited on Common Area walkways.

3.0 MAINTENANCE

- 3.1 Members must maintain floor coverings in good condition at all times. Members shall repair or replace damaged or worn floor coverings.



- 3.2 Members shall be responsible to remove and replace any floor covering for access to the subsurface for purposes of inspection, repairs or maintenance.
- 3.3 Members assume all responsibility for tile that cracks or become loose.
- 3.4 Members assume responsibility for any building damage occurred due to the installation of a floor covering.
- 3.5 On wood frame balconies, the floor covering must be removed edable as needed to permit access for inspection and maintenance at the member's expense. If the floor covering restricts the Mutual from performing periodic or preventive maintenance activities, the Member shall be responsible for all damages caused by the lack of maintenance.
- 3.6 If the floor covering holds moisture, restricts water drainage, or causes moisture related damage, the Member shall be responsible for all costs related to the damage.



**STANDARD 15: FLOOR COVERINGS:
EXTERIOR [BALCONIES AND PATIOS]**

MAY 1996

REVISED APRIL 2005, RESOLUTION 01-05-64

GENERAL REQUIREMENTS REVISED JUNE 2011, RESOLUTION 01-11-104

GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08

GENERAL REQUIREMENTS REVISED JUNE 2018, RESOLUTION 01-18-57

REVISED SEPTEMBER 2018, RESOLUTION 01-18-105

REVISED [DATE], RESOLUTION 01-23-XX

1.0 GENERAL REQUIREMENTS

SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

2.0 APPLICATIONS

- 2.1** Screws, nails, or any type of penetrating attachments are prohibited. Only glues or adhesive strips may be used to attach carpets to concrete surfaces. Mortar, cement, etc., may be used for tile.
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- 2.5** Floor coverings are installed by the Members at their own risk. Any damage caused by any building activity, including building maintenance, shall be the resident's responsibility.
- 2.6** Painting of concrete is prohibited.
- 2.7** The placement of indoor/outdoor carpeting is prohibited on any surface which is supported by wood (such as balconies, patios, decks, entryways, elevated and regular breezeways).
- 2.8** Concrete stain and epoxy coatings are permitted on concrete slabs in patios, atriums, and courtyards only. These coatings are prohibited on Common Area walkways.

3.0 MAINTENANCE

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- 3.5** On wood frame balconies, the floor covering must be removed as needed to permit access for inspection and maintenance at the member's expense. If the floor covering restricts the Mutual from performing periodic or preventive maintenance activities, the Member shall be responsible for all damages caused by the lack of maintenance.
- 3.6** If the floor covering holds moisture, restricts water drainage, or causes moisture related damage, the Member shall be responsible for all costs related to the damage.

ATTACHMENT 5 – REVISED RESOLUTION

RESOLUTION 01-23-XX

Revise Alteration Standard 15: Floor Coverings: Exterior [Balconies and Patios]

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

WHEREAS, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard 15: Floor Coverings: Exterior;

NOW THEREFORE BE IT RESOLVED, [DATE], that the Board of Directors of this Corporation hereby adopts revisions to Alteration Standard 15: Floor Coverings; Exterior [Balconies and Patios], attached as part of the Official Minutes; and

RESOLVED FURTHER, that Resolution 01-18-105, adopted September, 2018 is hereby superseded and cancelled; and

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

JULY INITIAL NOTIFICATION: Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 28-days from the postponement to comply with Civil Code §4360

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Agenda Item 10C

Accommodations for Disabled Residents

United Mutual does not have a specific written policy on accommodation for disabled residents when applying for modifications (Alterations) to their unit.

At present, Manor Alterations utilize existing Civil Codes, City, State and Federal laws beyond the United Mutual approved Standards and Policies when processing requests.

Below the points can be applied to any application for either mutual that is regarding an alteration request for someone to accommodate a disability:

1. A request for a “reasonable modification” to install standard alterations to accommodate a disability shall be made to Manor Alterations following the existing established procedure for Mutual Consent application for Standard Alterations.
2. The request for a “reasonable modification” may be made by the individual, a family member, or an authorized representative.
3. Once a request is received, the Mutual and acting Agents will provide a prompt response and engage in an “interactive process” with the person making the to identify the information and documents required for a complete application and review.
4. If the request requires a Variance review by the Mutual Architectural Control and Standards Committee, no variance fee shall be charged to the applicant or member for which the request is being made.
5. The Variance request shall include the following material:
 - a. Information sufficient to document the compromised condition of the Manor Owner or permanent resident and the physical need for a non-standard alteration. If the physical impairment and the need for alteration is not obvious, this information may include the acknowledgment, documented by a licensed medical doctor, of the physical impairment.
 - b. Sufficient plans of the proposed alteration and surrounding area (if affected), including the desired location with dimensions of the alteration requested.

Attachments:

Attachment 1 – Americans with Disabilities (Davis Stirling)

Attachment 2 – Disability Definition (Davis Stirling)

Attachment 3 – Reasonable Accommodation (David Stirling)

Attachment 4 – Joint Statement HUD-DOJ Reasonable Accommodations

Attachment 1

AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA), [42 USC §§ 3601-3631](#), protects families and persons with defined disabilities, similar to protections based on race, color, sex, national origin, age, and religion. It addresses discrimination in the areas of employment (Title I), public services (Title II), public accommodations and commercial facilities (Title III).

Open to General Public. The ADA's public accommodations provision (Title III) does not apply to homeowner associations unless its facilities are open to the public. Following are examples:

The [ADA] applies to "public accommodations." This may include facilities that are part of a common interest development, such as a sales or rental office receiving public traffic, or commercial facilities that are part of a residential project. A meeting room leased to the public for a fee is subject to the act, but not a room used only by the association members. If a community association or condominium owns, operates, or leases a swimming pool, tennis court, or other recreational facility that is open to members of the general public, then, with respect to the operation of the recreational facility, the community association or condominium would be a place of public accommodation governed by Title III of the ADA. A recreational facility that is open to members of the public (rather than being reserved exclusively for the use of association members and their families and guests) is probably a place of public accommodation. Other places of public accommodation that are sometimes owned, operated, or leased by associations include: Day care center; Senior citizen centers; Refreshment stands; and Meeting rooms that are occasionally rented to business or civic groups. [[Carolyn v. Orange Park Community Assn.](#) (2009) 177 Cal.App.4th 1090, 1104 (internal cites deleted)]

Accessible to the Public. Common area facilities, such as [equestrian trails](#), do not qualify as public accommodations simply because they are accessible to the public. Private facilities do not become public simply because the general public is not actively excluded from them. Even so, associations should post signs and create barriers to the public wherever appropriate.

Voluntary Compliance. Whenever possible, associations should voluntarily bring their facilities into compliance. This includes the association's fitness center, swimming pool, clubhouse, elevators, etc. It benefits our aging population of owners and, in the long run, is less expensive than litigating over such issues.

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Attachment 2

DISABILITY DEFINED

The [Davis-Stirling Act](#) defines disabled as: blind, visually handicapped, deaf, or physically disabled. ([Civ. Code § 4760](#)) Federal statutes have a broader definition to mean a physical or mental impairment that substantially limits one or more major life activities but does not include current, illegal use of or addiction to a controlled substance or being a transvestite.

"Major Life Activities" means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working. (24 CFR § 100.201.)

The courts look to whether someone's condition substantially limits a major life activity in its corrected condition. Therefore, someone who is legally blind without glasses is not disabled if they are are fitted with glasses.

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Attachment 3

REASONABLE ACCOMMODATION

Homeowner associations are private residential communities and are not subject to the [Americans with Disabilities Act](#). However, those portions of the common areas open to the public must comply with ADA requirements. (*Coronado v. Cobblestone Village*.) In addition, "reasonable accommodation" for persons with [disabilities](#) is a requirement both under the [Federal Fair Housing Act](#) (FFHA) and California's [Fair Employment and Housing Act](#) (FEHA).

Common Area Modifications. Associations are required to reasonably accommodate a [handicapped](#) owner's request to modify their units or the common areas at their own expense to address their disability. (*Civ. Code § 4760*) This may include the installation of a **wheelchair ramp, handrails**, or some other accommodation. The right to modify the common areas is subject to the following conditions:

1. Alterations may not impair the structural integrity or mechanical systems or lessen the support of any portions of the development.
2. Alterations must be consistent with applicable building codes.
3. Alterations must be consistent with the governing documents pertaining to safety or aesthetics.
4. Alterations must not prevent reasonable passage by other residents and must be removed when the unit is no longer occupied by persons requiring the modifications.
[NOTE: The requirement to remove is not automatic. If the alterations adversely affect subsequent occupants, the association may have a basis for requiring their removal. Otherwise, the improvements can be left in place.]
5. Owners who intend to make modifications must submit plans to the association and the association may not disapprove them without good cause.

Definition. The U.S. Department of Housing and Urban Development defines reasonable accommodation as "a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a [disability](#) to have equal opportunity to use and enjoy a dwelling, including public and common use spaces." ([HUD Service and Assistance Animal Guidance](#).) The Sixth Circuit U.S. Court of Appeals clarified the definition in a case where an owner with asthma sought "reasonable accommodation" by demanding the association ban all smoking in the entire project, including inside units, the court ruled in favor of the association.

[T]he phrase "reasonable accommodation" means a moderate adjustment to a challenged policy, not a fundamental change in the policy...the word accommodation means adjustment. (*Davis v. Echo Valley Condominium Association* (2019) 945 F.3d 483, 490; internal quotations marks and citations omitted.)

The adjective "reasonable" further narrows the types of accommodations that the text directs property owners to make. Even if a request would qualify as an adjustment, the adjustment still must be moderate, not extravagant or excessive. Put another way, the word reasonable conveys that the adjustment cannot impose undue financial and administrative burdens. The word also indicates the process that courts should undertake when deciding if a proposed adjustment is unduly burdensome. Dating back to the reasonable person of tort fame, a reasonableness inquiry has long been associated with the balancing of costs and benefits. So an adjustment goes too far if the costs of implementing it exceed any expected benefits it will provide the person requesting it. (Id. at 490-491; cites and quote marks omitted.)

One last textual point. The prepositional phrase “in rules, policies, practices, or services” modifies the noun accommodation and provides the benchmark against which to assess whether a request qualifies as a reasonable accommodation. In other words, the phrase tells courts that they should not ask whether the request is a moderate adjustment or a fundamental change in some abstract sense. Rather, they should ask whether the request is a modest adjustment or fundamental change of the rule, policy, practice, or service that the plaintiff challenges. (Id. at 491; cites and quotes omitted.)

Confidentiality. When a [disabled person](#) requests reasonable accommodation for their disability, [California Code of Regulations § 12176\(b\)\(1\)](#) requires, “All information concerning an individual’s disability, request for an accommodation, or medical verification or information must be kept confidential and must not be shared with other persons...”

Verifying the Disability. When a [disabled person](#) makes a request for reasonable accommodation and the person’s disability is obvious, the association cannot request additional information about the existence and validity of the disability. When the disability is not obvious, an association can request information verifying:

1. The person is disabled,
2. The need for the requested accommodation, and
3. The relationship between the disability and the requested accommodation.

Interactive Process. When a request for reasonable accommodation is made, the association must engage in an “interactive process” with the person making the request. Once the need for accommodation has been established, the association must engage in an informal interactive process to clarify what the individual needs and identify the appropriate accommodation. Failure to do so in good faith may result in liability if a reasonable accommodation would have been possible.

Reasonable Accommodation vs. Modification. A “modification” under the FHA is distinct from an accommodation. The Fair Housing Act does not provide a definition for “modification,” but regulations promulgated by HUD define a modification as any change to the public or common use areas of a building or any change to a dwelling unit. Claims for reconstruction or renovation to a dwelling are actionable under the reasonable modifications section of the FHA, and not the reasonable accommodation section.

Discrimination. Discrimination under the Act includes “a refusal to permit, at the expense of the handicapped person, [reasonable modifications](#) of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises.” (42 U.S.C. § 3604(f)(3)(A).) The statute also makes unlawful any “refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.” (42 U.S.C. § 3605(f)(3)(B).)

Licensed Contractor. Boards can require that any modifications to the common areas be done in a workmanlike manner by a licensed and insured contractor with appropriate building permits.

Recommendation: Failure by a board to make reasonable accommodation when an appropriate request has been made can lead to costly litigation for the association. Boards should consult with legal counsel when a resident makes a request for reasonable accommodation. In addition, whenever the board has an opportunity to upgrade common area facilities, it should make them ADA compliant. Doing so benefits residents and avoids potential claims by handicapped individuals.

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Attachment 4



U.S. DEPARTMENT OF JUSTICE
CIVIL RIGHTS DIVISION



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

Washington, D.C.
May 17, 2004

JOINT STATEMENT OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND THE DEPARTMENT OF JUSTICE

REASONABLE ACCOMMODATIONS UNDER THE FAIR HOUSING ACT

Introduction

The Department of Justice ("DOJ") and the Department of Housing and Urban Development ("HUD") are jointly responsible for enforcing the federal Fair Housing Act¹ (the "Act"), which prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status, and disability.² One type of disability discrimination prohibited by the Act is the refusal to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability the equal opportunity to use and enjoy a dwelling.³ HUD and DOJ frequently respond to complaints alleging that housing providers have violated the Act by refusing reasonable accommodations to persons with disabilities. This Statement provides technical assistance regarding the rights and obligations of persons with disabilities and housing providers under the Act relating to

¹ The Fair Housing Act is codified at 42 U.S.C. §§ 3601 - 3619.

² The Act uses the term "handicap" instead of the term "disability." Both terms have the same legal meaning. See *Bragdon v. Abbott*, 524 U.S. 624, 631 (1998) (noting that definition of "disability" in the Americans with Disabilities Act is drawn almost verbatim "from the definition of 'handicap' contained in the Fair Housing Amendments Act of 1988"). This document uses the term "disability," which is more generally accepted.

³ 42 U.S.C. § 3604(f)(3)(B).

reasonable accommodations.⁴

Questions and Answers

1. What types of discrimination against persons with disabilities does the Act prohibit?

The Act prohibits housing providers from discriminating against applicants or residents because of their disability or the disability of anyone associated with them⁵ and from treating persons with disabilities less favorably than others because of their disability. The Act also makes it unlawful for any person to refuse “to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford ... person(s) [with disabilities] equal opportunity to use and enjoy a dwelling.”⁶ The Act also prohibits housing providers from refusing residency to persons with disabilities, or placing conditions on their residency, because those persons may require reasonable accommodations. In addition, in certain circumstances, the Act requires that housing providers allow residents to

⁴ Housing providers that receive federal financial assistance are also subject to the requirements of Section 504 of the Rehabilitation Act of 1973. 29 U.S.C. § 794. Section 504, and its implementing regulations at 24 C.F.R. Part 8, prohibit discrimination based on disability and require recipients of federal financial assistance to provide reasonable accommodations to applicants and residents with disabilities. Although Section 504 imposes greater obligations than the Fair Housing Act, (e.g., providing and paying for reasonable accommodations that involve structural modifications to units or public and common areas), the principles discussed in this Statement regarding reasonable accommodation under the Fair Housing Act generally apply to requests for reasonable accommodations to rules, policies, practices, and services under Section 504. See U.S. Department of Housing and Urban Development, Office of Public and Indian Housing, Notice PIH 2002-01(HA) (www.hud.gov/offices/fheo/disabilities/PIH02-01.pdf) and “Section 504: Frequently Asked Questions,” (www.hud.gov/offices/fheo/disabilities/sect504faq.cfm#anchor272118).

⁵ The Fair Housing Act’s protection against disability discrimination covers not only home seekers with disabilities but also buyers and renters without disabilities who live or are associated with individuals with disabilities 42 U.S.C. § 3604(f)(1)(B), 42 U.S.C. § 3604(f)(1)(C), 42 U.S.C. § 3604(f)(2)(B), 42 U.S.C. § (f)(2)(C). See also H.R. Rep. 100-711 – 24 (reprinted in 1988 U.S.C.A.N. 2173, 2184-85) (“The Committee intends these provisions to prohibit not only discrimination against the primary purchaser or named lessee, but also to prohibit denials of housing opportunities to applicants because they have children, parents, friends, spouses, roommates, patients, subtenants or other associates who have disabilities.”). *Accord*: Preamble to Proposed HUD Rules Implementing the Fair Housing Act, 53 Fed. Reg. 45001 (Nov. 7, 1988) (citing House Report).

⁶ 42 U.S.C. § 3604(f)(3)(B). HUD regulations pertaining to reasonable accommodations may be found at 24 C.F.R. § 100.204.

make reasonable structural modifications to units and public/common areas in a dwelling when those modifications may be necessary for a person with a disability to have full enjoyment of a dwelling.⁷ With certain limited exceptions (*see* response to question 2 below), the Act applies to privately and publicly owned housing, including housing subsidized by the federal government or rented through the use of Section 8 voucher assistance.

2. Who must comply with the Fair Housing Act's reasonable accommodation requirements?

Any person or entity engaging in prohibited conduct – *i.e.*, refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling – may be held liable unless they fall within an exception to the Act's coverage. Courts have applied the Act to individuals, corporations, associations and others involved in the provision of housing and residential lending, including property owners, housing managers, homeowners and condominium associations, lenders, real estate agents, and brokerage services. Courts have also applied the Act to state and local governments, most often in the context of exclusionary zoning or other land-use decisions. *See e.g.*, City of Edmonds v. Oxford House, Inc., 514 U.S. 725, 729 (1995); Project Life v. Glendening, 139 F. Supp. 703, 710 (D. Md. 2001), aff'd 2002 WL 2012545 (4th Cir. 2002). Under specific exceptions to the Fair Housing Act, the reasonable accommodation requirements of the Act do not apply to a private individual owner who sells his own home so long as he (1) does not own more than three single-family homes; (2) does not use a real estate agent and does not employ any discriminatory advertising or notices; (3) has not engaged in a similar sale of a home within a 24-month period; and (4) is not in the business of selling or renting dwellings. The reasonable accommodation requirements of the Fair Housing Act also do not apply to owner-occupied buildings that have four or fewer dwelling units.

3. Who qualifies as a person with a disability under the Act?

The Act defines a person with a disability to include (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

⁷ This Statement does not address the principles relating to reasonable modifications. For further information see the HUD regulations at 24 C.F.R. § 100.203. This statement also does not address the additional requirements imposed on recipients of Federal financial assistance pursuant to Section 504, as explained in the Introduction.

The term "substantially limits" suggests that the limitation is "significant" or "to a large degree."

The term "major life activity" means those activities that are of central importance to daily life, such as seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking.⁸ This list of major life activities is not exhaustive. *See e.g., Bragdon v. Abbott*, 524 U.S. 624, 691-92 (1998)(holding that for certain individuals reproduction is a major life activity).

4. Does the Act protect juvenile offenders, sex offenders, persons who illegally use controlled substances, and persons with disabilities who pose a significant danger to others?

No, juvenile offenders and sex offenders, by virtue of that status, are not persons with disabilities protected by the Act. Similarly, while the Act does protect persons who are recovering from substance abuse, it does not protect persons who are currently engaging in the current illegal use of controlled substances.⁹ Additionally, the Act does not protect an individual with a disability whose tenancy would constitute a "direct threat" to the health or safety of other individuals or result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by reasonable accommodation.

5. How can a housing provider determine if an individual poses a direct threat?

The Act does not allow for exclusion of individuals based upon fear, speculation, or stereotype about a particular disability or persons with disabilities in general. A determination that an individual poses a direct threat must rely on an individualized assessment that is based on reliable objective evidence (*e.g.*, current conduct, or a recent history of overt acts). The assessment must consider: (1) the nature, duration, and severity of the risk of injury; (2) the probability that injury will actually occur; and (3) whether there are any reasonable accommodations that will eliminate the direct threat. Consequently, in evaluating a recent history of overt acts, a provider must take into account whether the individual has received intervening treatment or medication that has eliminated the direct threat (*i.e.*, a significant risk of substantial harm). In such a situation, the provider may request that the individual document

⁸ The Supreme Court has questioned but has not yet ruled on whether "working" is to be considered a major life activity. *See Toyota Motor Mfg. Kentucky, Inc. v. Williams*, 122 S. Ct. 681, 692, 693 (2002). If it is a major activity, the Court has noted that a claimant would be required to show an inability to work in a "broad range of jobs" rather than a specific job. *See Sutton v. United Airlines, Inc.*, 527 U.S. 470, 492 (1999).

⁹ *See, e.g., United States v. Southern Management Corp.*, 955 F.2d 914, 919 (4th Cir. 1992) (discussing exclusion in 42 U.S.C. § 3602(h) for "current, illegal use of or addiction to a controlled substance").

how the circumstances have changed so that he no longer poses a direct threat. A provider may also obtain satisfactory assurances that the individual will not pose a direct threat during the tenancy. The housing provider must have reliable, objective evidence that a person with a disability poses a direct threat before excluding him from housing on that basis.

Example 1: A housing provider requires all persons applying to rent an apartment to complete an application that includes information on the applicant's current place of residence. On her application to rent an apartment, a woman notes that she currently resides in Cambridge House. The manager of the apartment complex knows that Cambridge House is a group home for women receiving treatment for alcoholism. Based solely on that information and his personal belief that alcoholics are likely to cause disturbances and damage property, the manager rejects the applicant. The rejection is unlawful because it is based on a generalized stereotype related to a disability rather than an individualized assessment of any threat to other persons or the property of others based on reliable, objective evidence about the applicant's recent past conduct. The housing provider may not treat this applicant differently than other applicants based on his subjective perceptions of the potential problems posed by her alcoholism by requiring additional documents, imposing different lease terms, or requiring a higher security deposit. However, the manager could have checked this applicant's references to the same extent and in the same manner as he would have checked any other applicant's references. If such a reference check revealed objective evidence showing that this applicant had posed a direct threat to persons or property in the recent past and the direct threat had not been eliminated, the manager could then have rejected the applicant based on direct threat.

Example 2: James X, a tenant at the Shady Oaks apartment complex, is arrested for threatening his neighbor while brandishing a baseball bat. The Shady Oaks' lease agreement contains a term prohibiting tenants from threatening violence against other residents. Shady Oaks' rental manager investigates the incident and learns that James X threatened the other resident with physical violence and had to be physically restrained by other neighbors to keep him from acting on his threat. Following Shady Oaks' standard practice of strictly enforcing its "no threats" policy, the Shady Oaks rental manager issues James X a 30-day notice to quit, which is the first step in the eviction process. James X's attorney contacts Shady Oaks' rental manager and explains that James X has a psychiatric disability that causes him to be physically violent when he stops taking his prescribed medication. Suggesting that his client will not pose a direct threat to others if proper safeguards are taken, the attorney requests that the rental manager grant James X an exception to the "no threats" policy as a reasonable accommodation based on James X's disability. The Shady Oaks rental manager need only grant the reasonable accommodation if James X's attorney can provide satisfactory assurance that James X will receive appropriate counseling and

periodic medication monitoring so that he will no longer pose a direct threat during his tenancy. After consulting with James X, the attorney responds that James X is unwilling to receive counseling or submit to any type of periodic monitoring to ensure that he takes his prescribed medication. The rental manager may go forward with the eviction proceeding, since James X continues to pose a direct threat to the health or safety of other residents.

6. What is a "reasonable accommodation" for purposes of the Act?

A “reasonable accommodation” is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling. The Act makes it unlawful to refuse to make reasonable accommodations to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual’s disability.

Example 1: A housing provider has a policy of providing unassigned parking spaces to residents. A resident with a mobility impairment, who is substantially limited in her ability to walk, requests an assigned accessible parking space close to the entrance to her unit as a reasonable accommodation. There are available parking spaces near the entrance to her unit that are accessible, but those spaces are available to all residents on a first come, first served basis. The provider must make an exception to its policy of not providing assigned parking spaces to accommodate this resident.

Example 2: A housing provider has a policy of requiring tenants to come to the rental office in person to pay their rent. A tenant has a mental disability that makes her afraid to leave her unit. Because of her disability, she requests that she be permitted to have a friend mail her rent payment to the rental office as a reasonable accommodation. The provider must make an exception to its payment policy to accommodate this tenant.

Example 3: A housing provider has a "no pets" policy. A tenant who is deaf requests that the provider allow him to keep a dog in his unit as a reasonable accommodation. The tenant explains that the dog is an assistance animal that will alert him to several sounds, including knocks at the door, sounding of the smoke detector, the telephone ringing, and cars coming into the driveway. The housing

provider must make an exception to its “no pets” policy to accommodate this tenant.

7. Are there any instances when a provider can deny a request for a reasonable accommodation without violating the Act?

Yes. A housing provider can deny a request for a reasonable accommodation if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the accommodation. In addition, a request for a reasonable accommodation may be denied if providing the accommodation is not reasonable – *i.e.*, if it would impose an undue financial and administrative burden on the housing provider or it would fundamentally alter the nature of the provider's operations. The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs.

When a housing provider refuses a requested accommodation because it is not reasonable, the provider should discuss with the requester whether there is an alternative accommodation that would effectively address the requester's disability-related needs without a fundamental alteration to the provider's operations and without imposing an undue financial and administrative burden. If an alternative accommodation would effectively meet the requester's disability-related needs and is reasonable, the provider must grant it. An interactive process in which the housing provider and the requester discuss the requester's disability-related need for the requested accommodation and possible alternative accommodations is helpful to all concerned because it often results in an effective accommodation for the requester that does not pose an undue financial and administrative burden for the provider.

Example: As a result of a disability, a tenant is physically unable to open the dumpster placed in the parking lot by his housing provider for trash collection. The tenant requests that the housing provider send a maintenance staff person to his apartment on a daily basis to collect his trash and take it to the dumpster. Because the housing development is a small operation with limited financial resources and the maintenance staff are on site only twice per week, it may be an undue financial and administrative burden for the housing provider to grant the requested daily trash pick-up service. Accordingly, the requested accommodation may not be reasonable. If the housing provider denies the requested accommodation as unreasonable, the housing provider should discuss with the tenant whether reasonable accommodations could be provided to meet the tenant's disability-related needs – for instance, placing an open trash collection can in a location that is readily accessible to the tenant so the tenant can dispose of his own trash and the provider's maintenance staff can then transfer the trash to the dumpster when they are on site. Such an accommodation would not involve a

fundamental alteration of the provider's operations and would involve little financial and administrative burden for the provider while accommodating the tenant's disability-related needs.

There may be instances where a provider believes that, while the accommodation requested by an individual is reasonable, there is an alternative accommodation that would be equally effective in meeting the individual's disability-related needs. In such a circumstance, the provider should discuss with the individual if she is willing to accept the alternative accommodation. However, providers should be aware that persons with disabilities typically have the most accurate knowledge about the functional limitations posed by their disability, and an individual is not obligated to accept an alternative accommodation suggested by the provider if she believes it will not meet her needs and her preferred accommodation is reasonable.

8. What is a “fundamental alteration”?

A "fundamental alteration" is a modification that alters the essential nature of a provider's operations.

Example: A tenant has a severe mobility impairment that substantially limits his ability to walk. He asks his housing provider to transport him to the grocery store and assist him with his grocery shopping as a reasonable accommodation to his disability. The provider does not provide any transportation or shopping services for its tenants, so granting this request would require a fundamental alteration in the nature of the provider's operations. The request can be denied, but the provider should discuss with the requester whether there is any alternative accommodation that would effectively meet the requester's disability-related needs without fundamentally altering the nature of its operations, such as reducing the tenant's need to walk long distances by altering its parking policy to allow a volunteer from a local community service organization to park her car close to the tenant's unit so she can transport the tenant to the grocery store and assist him with his shopping.

9. What happens if providing a requested accommodation involves some costs on the part of the housing provider?

Courts have ruled that the Act may require a housing provider to grant a reasonable accommodation that involves costs, so long as the reasonable accommodation does not pose an undue financial and administrative burden and the requested accommodation does not constitute a fundamental alteration of the provider's operations. The financial resources of the provider, the cost of the reasonable accommodation, the benefits to the requester of the requested accommodation, and the availability of other, less expensive alternative accommodations that would effectively meet the applicant or resident's disability-related needs must be considered in determining whether a requested accommodation poses an undue financial and administrative

burden.

10. What happens if no agreement can be reached through the interactive process?

A failure to reach an agreement on an accommodation request is in effect a decision by the provider not to grant the requested accommodation. If the individual who was denied an accommodation files a Fair Housing Act complaint to challenge that decision, then the agency or court receiving the complaint will review the evidence in light of applicable law and decide if the housing provider violated that law. For more information about the complaint process, see question 19 below.

11. May a housing provider charge an extra fee or require an additional deposit from applicants or residents with disabilities as a condition of granting a reasonable accommodation?

No. Housing providers may not require persons with disabilities to pay extra fees or deposits as a condition of receiving a reasonable accommodation.

Example 1: A man who is substantially limited in his ability to walk uses a motorized scooter for mobility purposes. He applies to live in an assisted living facility that has a policy prohibiting the use of motorized vehicles in buildings and elsewhere on the premises. It would be a reasonable accommodation for the facility to make an exception to this policy to permit the man to use his motorized scooter on the premises for mobility purposes. Since allowing the man to use his scooter in the buildings and elsewhere on the premises is a reasonable accommodation, the facility may not condition his use of the scooter on payment of a fee or deposit or on a requirement that he obtain liability insurance relating to the use of the scooter. However, since the Fair Housing Act does not protect any person with a disability who poses a direct threat to the person or property of others, the man must operate his motorized scooter in a responsible manner that does not pose a significant risk to the safety of other persons and does not cause damage to other persons' property. If the individual's use of the scooter causes damage to his unit or the common areas, the housing provider may charge him for the cost of repairing the damage (or deduct it from the standard security deposit imposed on all tenants), if it is the provider's practice to assess tenants for any damage they cause to the premises.

Example 2: Because of his disability, an applicant with a hearing impairment needs to keep an assistance animal in his unit as a reasonable accommodation. The housing provider may not require the applicant to pay a fee or a security deposit as a condition of allowing the applicant to keep the assistance animal. However, if a tenant's assistance animal causes damage to the applicant's unit or the common areas of the dwelling, the housing provider may charge the tenant for

the cost of repairing the damage (or deduct it from the standard security deposit imposed on all tenants), if it is the provider's practice to assess tenants for any damage they cause to the premises.

12. When and how should an individual request an accommodation?

Under the Act, a resident or an applicant for housing makes a reasonable accommodation request whenever she makes clear to the housing provider that she is requesting an exception, change, or adjustment to a rule, policy, practice, or service because of her disability. She should explain what type of accommodation she is requesting and, if the need for the accommodation is not readily apparent or not known to the provider, explain the relationship between the requested accommodation and her disability.

An applicant or resident is not entitled to receive a reasonable accommodation unless she requests one. However, the Fair Housing Act does not require that a request be made in a particular manner or at a particular time. A person with a disability need not personally make the reasonable accommodation request; the request can be made by a family member or someone else who is acting on her behalf. An individual making a reasonable accommodation request does not need to mention the Act or use the words "reasonable accommodation." However, the requester must make the request in a manner that a reasonable person would understand to be a request for an exception, change, or adjustment to a rule, policy, practice, or service because of a disability.

Although a reasonable accommodation request can be made orally or in writing, it is usually helpful for both the resident and the housing provider if the request is made in writing. This will help prevent misunderstandings regarding what is being requested, or whether the request was made. To facilitate the processing and consideration of the request, residents or prospective residents may wish to check with a housing provider in advance to determine if the provider has a preference regarding the manner in which the request is made. However, housing providers must give appropriate consideration to reasonable accommodation requests even if the requester makes the request orally or does not use the provider's preferred forms or procedures for making such requests.

Example: A tenant in a large apartment building makes an oral request that she be assigned a mailbox in a location that she can easily access because of a physical disability that limits her ability to reach and bend. The provider would prefer that the tenant make the accommodation request on a pre-printed form, but the tenant fails to complete the form. The provider must consider the reasonable accommodation request even though the tenant would not use the provider's designated form.

13. Must a housing provider adopt formal procedures for processing requests for a reasonable accommodation?

No. The Act does not require that a housing provider adopt any formal procedures for reasonable accommodation requests. However, having formal procedures may aid individuals with disabilities in making requests for reasonable accommodations and may aid housing providers in assessing those requests so that there are no misunderstandings as to the nature of the request, and, in the event of later disputes, provide records to show that the requests received proper consideration.

A provider may not refuse a request, however, because the individual making the request did not follow any formal procedures that the provider has adopted. If a provider adopts formal procedures for processing reasonable accommodation requests, the provider should ensure that the procedures, including any forms used, do not seek information that is not necessary to evaluate if a reasonable accommodation may be needed to afford a person with a disability equal opportunity to use and enjoy a dwelling. See Questions 16 - 18, which discuss the disability-related information that a provider may and may not request for the purposes of evaluating a reasonable accommodation request.

14. Is a housing provider obligated to provide a reasonable accommodation to a resident or applicant if an accommodation has not been requested?

No. A housing provider is only obligated to provide a reasonable accommodation to a resident or applicant if a request for the accommodation has been made. A provider has notice that a reasonable accommodation request has been made if a person, her family member, or someone acting on her behalf requests a change, exception, or adjustment to a rule, policy, practice, or service because of a disability, even if the words “reasonable accommodation” are not used as part of the request.

15. What if a housing provider fails to act promptly on a reasonable accommodation request?

A provider has an obligation to provide prompt responses to reasonable accommodation requests. An undue delay in responding to a reasonable accommodation request may be deemed to be a failure to provide a reasonable accommodation.

16. What inquiries, if any, may a housing provider make of current or potential residents regarding the existence of a disability when they have not asked for an accommodation?

Under the Fair Housing Act, it is usually unlawful for a housing provider to (1) ask if an applicant for a dwelling has a disability or if a person intending to reside in a dwelling or anyone associated with an applicant or resident has a disability, or (2) ask about the nature or severity of such persons' disabilities. Housing providers may, however, make the following inquiries, provided these inquiries are made of all applicants, including those with and without disabilities:

- An inquiry into an applicant's ability to meet the requirements of tenancy;
- An inquiry to determine if an applicant is a current illegal abuser or addict of a controlled substance;
- An inquiry to determine if an applicant qualifies for a dwelling legally available only to persons with a disability or to persons with a particular type of disability; and
- An inquiry to determine if an applicant qualifies for housing that is legally available on a priority basis to persons with disabilities or to persons with a particular disability.

Example 1: A housing provider offers accessible units to persons with disabilities needing the features of these units on a priority basis. The provider may ask applicants if they have a disability and if, in light of their disability, they will benefit from the features of the units. However, the provider may not ask applicants if they have other types of physical or mental impairments. If the applicant's disability and the need for the accessible features are not readily apparent, the provider may request reliable information/documentation of the disability-related need for an accessible unit.

Example 2: A housing provider operates housing that is legally limited to persons with chronic mental illness. The provider may ask applicants for information needed to determine if they have a mental disability that would qualify them for the housing. However, in this circumstance, the provider may not ask applicants if they have other types of physical or mental impairments. If it is not readily apparent that an applicant has a chronic mental disability, the provider may request reliable information/documentation of the mental disability needed to qualify for the housing.

In some instances, a provider may also request certain information about an applicant's or a resident's disability if the applicant or resident requests a reasonable accommodation. See Questions 17 and 18 below.

17. What kinds of information, if any, may a housing provider request from a person with an obvious or known disability who is requesting a reasonable accommodation?

A provider is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation may be necessary because of a disability. If a person's disability is obvious, or otherwise known to the provider, and if the need for the requested accommodation is also readily apparent or known, then the provider may not request any additional information

about the requester's disability or the disability-related need for the accommodation.

If the requester's disability is known or readily apparent to the provider, but the need for the accommodation is not readily apparent or known, the provider may request only information that is necessary to evaluate the disability-related need for the accommodation.

Example 1: An applicant with an obvious mobility impairment who regularly uses a walker to move around asks her housing provider to assign her a parking space near the entrance to the building instead of a space located in another part of the parking lot. Since the physical disability (*i.e.*, difficulty walking) and the disability-related need for the requested accommodation are both readily apparent, the provider may not require the applicant to provide any additional information about her disability or the need for the requested accommodation.

Example 2: A rental applicant who uses a wheelchair advises a housing provider that he wishes to keep an assistance dog in his unit even though the provider has a "no pets" policy. The applicant's disability is readily apparent but the need for an assistance animal is not obvious to the provider. The housing provider may ask the applicant to provide information about the disability-related need for the dog.

Example 3: An applicant with an obvious vision impairment requests that the leasing agent provide assistance to her in filling out the rental application form as a reasonable accommodation because of her disability. The housing provider may not require the applicant to document the existence of her vision impairment.

18. If a disability is not obvious, what kinds of information may a housing provider request from the person with a disability in support of a requested accommodation?

A housing provider may not ordinarily inquire as to the nature and severity of an individual's disability (*see* Answer 16, above). However, in response to a request for a reasonable accommodation, a housing provider may request reliable disability-related information that (1) is necessary to verify that the person meets the Act's definition of disability (*i.e.*, has a physical or mental impairment that substantially limits one or more major life activities), (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested accommodation. Depending on the individual's circumstances, information verifying that the person meets the Act's definition of disability can usually be provided by the individual himself or herself (*e.g.*, proof that an individual under 65 years of age receives Supplemental Security Income or Social Security Disability Insurance benefits¹⁰ or a credible statement by the individual). A doctor or other

¹⁰ Persons who meet the definition of disability for purposes of receiving Supplemental Security Income ("SSI") or Social Security Disability Insurance ("SSDI") benefits in most cases meet the definition of disability under the Fair Housing Act, although the converse may not be true. *See e.g., Cleveland v. Policy Management Systems Corp.*, 526 U.S. 795, 797 (1999)

medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may also provide verification of a disability. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry.

Once a housing provider has established that a person meets the Act's definition of disability, the provider's request for documentation should seek only the information that is necessary to evaluate if the reasonable accommodation is needed because of a disability. Such information must be kept confidential and must not be shared with other persons unless they need the information to make or assess a decision to grant or deny a reasonable accommodation request or unless disclosure is required by law (*e.g.*, a court-issued subpoena requiring disclosure).

19. If a person believes she has been unlawfully denied a reasonable accommodation, what should that person do if she wishes to challenge that denial under the Act?

When a person with a disability believes that she has been subjected to a discriminatory housing practice, including a provider's wrongful denial of a request for reasonable accommodation, she may file a complaint with HUD within one year after the alleged denial or may file a lawsuit in federal district court within two years of the alleged denial. If a complaint is filed with HUD, HUD will investigate the complaint at no cost to the person with a disability.

There are several ways that a person may file a complaint with HUD:

- By placing a toll-free call to 1-800-669-9777 or TTY 1-800-927-9275;
- By completing the "on-line" complaint form available on the HUD internet site: <http://www.hud.gov>; or
- By mailing a completed complaint form or letter to:

Office of Fair Housing and Equal Opportunity
Department of Housing & Urban Development
451 Seventh Street, S.W., Room 5204
Washington, DC 20410-2000

(noting that SSDI provides benefits to a person with a disability so severe that she is unable to do her previous work and cannot engage in any other kind of substantial gainful work whereas a person pursuing an action for disability discrimination under the Americans with Disabilities Act may state a claim that "with a reasonable accommodation" she could perform the essential functions of the job).

Upon request, HUD will provide printed materials in alternate formats (large print, audio tapes, or Braille) and provide complainants with assistance in reading and completing forms.

The Civil Rights Division of the Justice Department brings lawsuits in federal courts across the country to end discriminatory practices and to seek monetary and other relief for individuals whose rights under the Fair Housing Act have been violated. The Civil Rights Division initiates lawsuits when it has reason to believe that a person or entity is involved in a "pattern or practice" of discrimination or when there has been a denial of rights to a group of persons that raises an issue of general public importance. The Division also participates as *amicus curiae* in federal court cases that raise important legal questions involving the application and/or interpretation of the Act. To alert the Justice Department to matters involving a pattern or practice of discrimination, matters involving the denial of rights to groups of persons, or lawsuits raising issues that may be appropriate for *amicus* participation, contact:

U.S. Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section – G St.
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

For more information on the types of housing discrimination cases handled by the Civil Rights Division, please refer to the Housing and Civil Enforcement Section's website at <http://www.usdoj.gov/crt/housing/hcehome.html>.

A HUD or Department of Justice decision not to proceed with a Fair Housing Act matter does not foreclose private plaintiffs from pursuing a private lawsuit. However, litigation can be an expensive, time-consuming, and uncertain process for all parties. HUD and the Department of Justice encourage parties to Fair Housing Act disputes to explore all reasonable alternatives to litigation, including alternative dispute resolution procedures, such as mediation. HUD attempts to conciliate all Fair Housing Act complaints. In addition, it is the Department of Justice's policy to offer prospective defendants the opportunity to engage in pre-suit settlement negotiations, except in the most unusual circumstances.