



**OPEN MEETING**

**SPECIAL MEETING OF UNITED LAGUNA WOODS MUTUAL  
BOARD OF DIRECTORS, A CALIFORNIA NON-PROFIT MUTUAL  
BENEFIT CORPOATION**

**NOTICE AND AGENDA**

Wednesday, September 26, 2018 – 9:30 a.m.  
Laguna Woods Village Community Center Board Room  
24351 El Toro Road

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1. Call Meeting to Order/Establish Quorum – Juanita Skillman, Chair
  2. Pledge of Allegiance
  3. Approval of the Agenda
  4. Open Forum (Three Minutes per Speaker) – *At this time Members may address the Board of Directors regarding items not on the agenda and within the jurisdiction of this Board of Directors. There is a maximum time limit of three minutes per speaker and a speaker may only address the Board once during this period. The Board reserves the right to limit the total amount of time allotted for the Open Forum.*
  5. Responses to Open Forum Speakers
  6. Unfinished Business
    - 6a. Entertain a Motion to Adopt a the Amended United Harassment, Nuisance and Clutter Policies **(AUGUST initial notification – 30 day notification to comply with Civil Code §4360 has been satisfied)**
    - 6b. Entertain a Motion to Adopt a Resolution for Revisions to the United Architectural Standard 15: Floor Coverings; Exterior **(AUGUST initial notification – 30 day notification to comply with Civil Code §4360 has been satisfied)**
    - 6c. Entertain a Motion to Adopt a Resolution for Revisions to the United Architectural Standard 16: Fences; Wrought Iron **(AUGUST initial notification – 30 day notification to comply with Civil Code §4360 has been satisfied)**
  7. Director's Comments
  8. Recess to Discuss and Consider Legal Matters – *At this time the Meeting will recess for lunch and reconvene to Executive Session to discuss the following matters per California Civil Code §4935.*
  9. Adjournment

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## STAFF REPORT

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**DATE:** September 26, 2018  
**FOR:** Board of Directors  
**SUBJECT:** Harassment, Nuisance, and Clutter Defined

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### **RECOMMENDATION**

Review and provide direction.

### **BACKGROUND**

The member-discipline process is coordinated by the Compliance Division. Upon notice of an alleged violation, Staff investigates and should Staff identify objective evidence of a violation by a Member or their guests, Staff will send a courtesy notice to the offending party describing the allegation(s) and the disciplinary action that may ensue if not corrected. Staff then monitors the situation and if compliance is not achieved, Staff will send a final notice requesting compliance. Additionally, the matter is scheduled for a disciplinary hearing with the Board of Directors to determine if member-discipline is merited. If the alleged violation has been resolved, no further action is required.

If a disciplinary hearing is necessary, Staff will notice the Member for a hearing before the Board of Directors in Executive Session. If the Board finds the Member to be in violation of the governing documents, the Board may impose a fine based on the Monetary Fee Schedule, suspend Member privileges, and/or consider legal action.

As of July 31, 2018, there were 416 active disciplinary cases. Below is the breakdown for nuisance and clutter violations:

Nuisance Total:	15
Assault/Theft	0
Behavior/Disturbance	1
Noise/Hard Surface Flooring	4
Noise/Loud TV, Radio, Conversation	6
Odors	1
Other/Neighbor Disputes	3
Trespassing	0

Clutter Total:	141
Balcony Clutter	16
Breezeway Clutter	14
Carport Clutter	46
Common Area Clutter	41
Interior Clutter	8
Patio Clutter	16

## **DISCUSSION**

On June 27, 2018, the Governing Documents Review Committee reviewed rules and definitions pertaining to harassment, nuisance, and clutter, as well as applicable state or federal laws (Attachments 1, 3, and 4). The Committee requested changes and directed Staff to bring the items for review at its next meeting.

On July 25, 2018, the Governing Documents Review Committee reviewed updated draft rules and definitions of harassment, nuisance, and clutter. The Committee requested modifications be made to the proposed rules and definitions and directed Staff to place the final versions of the proposed updated harassment, nuisance, and clutter rules and definitions onto the Board's August Consent Calendar for approval. The proposed definitions have been reviewed by legal counsel.

## **FINANCIAL ANALYSIS**

None.

**Prepared By:** Francis Rangel, Operations Manager

**Reviewed By:** Tim Moy, Chief of Security  
Siobhan Foster, Chief Operating Officer

## **ATTACHMENT(S)**

Attachment 1: Harassment Policy  
Attachment 2: Harassment Resolution  
Attachment 3: Nuisance Policy  
Attachment 4: Nuisance Resolution  
Attachment 5: Clutter Policy  
Attachment 6: Clutter Resolution



## Harassment Policy

### I. Purpose

The purpose of this policy is to set forth guidelines for harassment complaints received by United Laguna Woods Mutual (United).

### II. Definitions

- a. Community – Laguna Woods Village.
- b. Golden Rain Foundation (GRF) – the Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation.
- c. Governing Documents – all of the following, collectively, the Articles of Incorporation; the Bylaws; Occupancy Agreements; the Rules and Regulations; and any Resolutions or Policies of the Board; all the same may be lawfully amended or modified from time to time.
- d. Harassment – see details under Conditions.
- e. Member – Shareholder(s) entitled to Membership in the Corporation and approved by the Board of Directors. Also known as Shareholder(s).
- f. Resident is defined as any person who has been approved by the Board of Directors for occupancy.
- g. Staff - Employees of Village Management Services, Inc. authorized to act on behalf of United.
- h. United Laguna Woods Mutual (United) - is a non-profit cooperative housing corporation which owns and manages all real property within the original 21 cooperative Mutual's. In a cooperative, Shareholders are members of a corporation which own all real property, including the dwelling units, carports, and laundry facilities within the Mutual's boundaries, and each Shareholder is entitled to occupy a specific dwelling unit under the terms of an Occupancy Agreement. Also known as Corporation. Also known as the Mutual.

### III. Conditions

**Federal Law:** Under federal law, "harassment" is defined to mean "a serious act or a course of conduct directed at a specific person that causes substantial emotional distress in such person and serves no legitimate purpose." (18 U.S.C.A. §1514(d)(1)(B).)

**California Law:** California defines "harassment" as unlawful violence; a credible threat of violence; or a knowing and willful course of conduct directed at a specific person that seriously alarms, annoys, or harasses the person, and that serves no legitimate purpose. The course of conduct must be such as would cause a reasonable person to suffer substantial emotional distress, and must actually cause substantial emotional distress to the petitioner. (Code Civ. §527.6(b)(3).)

"Course of Conduct" is defined as a pattern of conduct composed of a series of acts over a period of time, however short, evidencing a continuity of purpose, including following or stalking an individual, making harassing telephone calls to an individual, or sending harassing correspondence to an individual by any means, including, but not limited to, the use of public or private mails, interoffice mail, facsimile, or computer email. (Code Civ. §527.6(b)(1).)

"Credible threat of violence" is a knowing and willful statement or course of conduct that would place a reasonable person in fear for his or her safety, or the safety of his or her immediate family, and that serves no legitimate purpose. (Code Civ. §527.6(b)(2).)

**Department of Housing and Urban Development (HUD) "Final Rule":** New guidelines were enacted in an effort to further define housing discrimination in the form of harassment. In that regard HUD's new guideline, adopted in August 2016 and referred to as the Final Rule, now deem harassment in housing a form of illegal discrimination. Based on HUD's guidelines the Board must now evaluate alleged harassment from a perspective of a housing provider, which HUD deems homeowners association Boards as just that, and to investigate whether a resident is being subjected to harassment to the extent that it, under the Final Rule, amounts to illegal housing discrimination. (24 CFR 100.600.)

**Governing Documents:** The Member shall not permit or suffer anything to be done or kept in or about the dwelling unit or other premises of the Corporation which will increase the rate of insurance on any building or other property of the Corporation or on the contents thereof or which will obstruct or interfere with the rights of other members of the Corporation or annoy them by unreasonable noises or otherwise nor will it commit or permit any nuisance in or about the dwelling unit or other premises of the Corporation or commit or suffer any immoral or illegal act to be committed thereon. The Member shall comply with all of the requirements of governmental authorities with respect to the dwelling unit and all other premises of the Corporation. If by reason of the occupancy or use of the dwelling unit or any other building of the Corporation by the Member the rate of insurance on any building or other property of the Corporation shall be increased, the Member shall become personally liable for the additional insurance premiums. (Occupancy Agreement, Article 5, Use of Premises.)

#### **IV. Enforcement**

United is authorized to take disciplinary action against a Member(s) whose dwelling may be found in violation of the Governing Documents. When a complaint is lodged regarding the occurrence of a violation, the Board of Directors has a fiduciary duty to investigate and impose, if appropriate, discipline as set forth in the Governing Documents.

The Board has the authority to impose monetary fines, suspend Member(s) privileges, and/or bring forth legal action. The Member(s) are entirely responsible for ensuring that the Governing Documents are followed by anyone they allow into the Community. This includes any Co-occupant, Lessee, Guest, Care Provider, Vendor, invitee or contractor. (Amended and Restated Bylaws, Article IV, Dispute Resolution, Discipline and Termination of Membership.)

A complaint may be registered by calling the Security Department at 949-580-1400 or the Compliance Division by calling 949-268-CALL or email to [compliance@vmsinc.org](mailto:compliance@vmsinc.org).

Investigating Harassment: to determine if harassment is taking place, Staff evaluates the nature of the unwelcome conduct, the context in which the incidents occur, the severity, scope, frequency, duration, and location of the conduct, and the relationships of the people involved. Staff will inform the reporting parties to call the Orange County Sheriff's Department if and when the behavior occurs and the persons subjected to this type of harassment and threats of violence can seek a restraining order.

The Board will address if the harassment is of the type that will require United to intervene versus deem the matter a neighbor to neighbor dispute that must be resolved between the two residents.

Any reports of harassment will be evaluated by Staff and Legal Counsel to ensure that the Board complies with the Final Rule.





**RESOLUTION 01-18-XX**

**Harassment Policy**

**WHEREAS**, the Governing Documents Review Committee has recognized the need to adopt a Harassment Policy to set forth guidelines for harassment complaints received by the Board;

**NOW THEREFORE BE IT RESOLVED**, September 26, 2018, that the Board of Directors of this Corporation hereby adopts the Harassment Policy, as attached to the official minutes of this meeting; 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.

AUGUST Initial Notification

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





## **Nuisance Policy**

### **I. Purpose**

The purpose of this policy is to set forth guidelines for nuisance complaints received by United Laguna Woods Mutual (United).

### **II. Definitions**

- a. Community – Laguna Woods Village.
- b. Golden Rain Foundation (GRF) – the Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation.
- c. Governing Documents – all of the following, collectively, the Articles of Incorporation; the Bylaws; Occupancy Agreements; the Rules and Regulations; and any Resolutions or Policies of the Board; all the same may be lawfully amended or modified from time to time.
- d. Member – Shareholder(s) entitled to Membership in the Corporation and approved by the Board of Directors. Also known as Shareholder(s).
- e. Nuisance – see details under Conditions.
- f. Resident is defined as any person who has been approved by the Board of Directors for occupancy.
- g. Staff - Employees of Village Management Services, Inc. authorized to act on behalf of United.
- h. United Laguna Woods Mutual (United) - is a non-profit cooperative housing corporation which owns and manages all real property within the original 21 cooperative Mutual's. In a cooperative, Shareholders are members of a corporation which own all real property, including the dwelling units, carports, and laundry facilities within the Mutual's boundaries, and each Shareholder is entitled to occupy a specific dwelling unit under the terms of an Occupancy Agreement. Also known as Corporation. Also known as the Mutual.

### **III. Conditions**

**Nuisance in General:** Anything which is injurious to health, indecent or offensive to the senses, causes an unreasonable disturbance or annoyance, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, is a nuisance. (Civ. Code § 3479.)

**Public Nuisance:** A public nuisance is a condition or activity that interferes with the health or well-being of the entire community or a considerable number of persons in the neighborhood. (Civ. Code §§3479-3480.)

**Private Nuisance:** A private nuisance is a condition or activity that interferes with an individual's use or enjoyment of their property. (Civ. Code §§3479, 3481.)

**Governing Documents:** “The Member shall not permit or suffer anything to be done or kept in or about the dwelling unit or other premises of the Corporation which will increase the rate of insurance on any building or other property of the Corporation or on the contents thereof or which will obstruct or interfere with the rights of other members of the Corporation or annoy them by unreasonable noises or otherwise nor will it commit or permit any nuisance in or about the dwelling unit or other premises of the Corporation or commit or suffer any immoral or illegal act to be committed thereon.” (Occupancy Agreement, Article 5, Use of Premises)

Below are examples of activities that fall into a nuisance category:

1. **Noise:** Things that interfere with quiet enjoyment such as improperly installed hardwood floors, neighbors playing their music or TV too loud, loud conversation, barking dogs, etc.
2. **Odors:** This includes second-hand smoke (cigarettes, cigars and marijuana), strong cooking odors, smoke from a BBQ grill entering other units, etc.
3. **Visual:** Draping articles over balcony rails, storing inoperable vehicles in parking spaces, etc.
4. **Health/Safety:** Hoarders who allow unsanitary conditions to exist that attract insects and rodents, or residents who wash dog feces and urine off their balcony onto the property below them.
5. **Violation of Laws:** A violation of federal or state laws or local ordinances. An example would be public nudity or a resident engaged in drug dealing or prostitution.

#### IV. Enforcement

United is authorized to take disciplinary action against a Member(s) whose dwelling may be found in violation of the Governing Documents. When a complaint is lodged regarding the occurrence of a violation, the Board of Directors has a fiduciary duty to investigate and impose, if appropriate, discipline as set forth in the Governing Documents.

The Board has the authority to impose monetary fines, suspend Member(s) privileges, and/or bring forth legal action. The Member(s) are entirely responsible for ensuring that the Governing Documents are followed by anyone they allow into the Community. This includes any Co-occupant, Lessee, Guest, Care Provider, Vendor, invitee or contractor.

A complaint may be registered by calling the Security Department at 949-580-1400 or the Compliance Division by calling 949-268-CALL or email to [compliance@vmsinc.org](mailto:compliance@vmsinc.org).

Investigating Nuisance: To determine if nuisance is taking place, Staff evaluates the behavior and determines if the behavior or noise transferring to other units is

deemed reasonable or unreasonable to an average reasonable person. Staff will inform the reporting parties to call the Security Department for documentation.

For hard surface flooring complaints: Staff will perform informal sound tests that include two Staff members in the downstairs unit at the same time that two Staff members are in the upstairs unit, with an attempt to replicate the alleged noise.

For odor complaints: Staff will perform an informal odor test that includes two Staff members in the suspects' unit at the same time that two Staff members are in the reporting parties unit, with an attempt to replicate the alleged odors. Staff also seeks assistance from the Maintenance Department to determine if the building structure is a factor that can be remedied.

For neighbor-to-neighbor disputes: Staff will offer informal mediation performed by the Compliance and Social Services Division. Staff will also recommend professional mediation services offered by the County of Orange.



## **RESOLUTION 01-18-XX**

### **Nuisance Policy**

**WHEREAS**, the Governing Documents Review Committee has recognized the need to adopt a Nuisance Policy to set forth guidelines for nuisance complaints received by the Board;

**NOW THEREFORE BE IT RESOLVED**, September 26, 2018, that the Board of Directors of this Corporation hereby adopts the Nuisance Policy, as attached to the official minutes of this meeting; 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.

AUGUST Initial Notification

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







## Clutter Policy

### I. Purpose

The purpose of this policy is to set forth guidelines by United Laguna Woods Mutual (United) for the safety and prevention of damage from items placed by the residents in “Exclusive Use Common Area” and “Common Area.”

Please note that this list is **not** exhaustive and **any** item that is placed within the Mutual property, including but not limited to, the balcony, breezeway, carport, patio, interior and common area is subject to the aforementioned rules and regulations of the Mutual.

### II. Definitions

- a. Exclusive Use Common Area – a portion of the common area designated by the declaration for the exclusive use of one or more, but fewer than all, of the owners of the separate interests and which is or will be appurtenant to the separate interest or interests. Unless the declaration otherwise provides, any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, exterior doors, doorframes, and hardware incident thereto, screens and windows or other fixtures designed to serve a single separate interest, but located outside the boundaries of the separate interest, are exclusive use common area allocated exclusively to that separate interest (i.e. patios, balconies, carport and interior of a Unit). (Civil Code §4145)
- b. Clutter - to fill or litter with things in a disorderly manner; a collection of things lying about in an untidy mass. (cluttered. (n.d.) *Burton's Legal Thesaurus*, 4E. (2007)) In addition, anything positioned within the Mutual property in a manner which is obstructing the free use of the area, creating a health and safety risk to the community, and/or consequently causing property damage within the Mutual. See further details under Conditions.
- c. Common Area - the entire common interest development except the separate interests therein (i.e. walkways, breezeways, and open space). (Civil Code §4095)
- d. Community – Laguna Woods Village.
- e. Golden Rain Foundation (GRF) – the Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation.
- f. Governing Documents – all of the following, collectively, the Articles of Incorporation; the Bylaws; Occupancy Agreements; the Rules and Regulations; and any Resolutions or Policies of the Board; all the same may be lawfully amended or modified from time to time.
- g. Interior Clutter – any items that are hazardous or may be of fire or safety danger, and/or potential damage to the inside of the Unit or surrounding Units.

- h. Member – Shareholder(s) entitled to Membership in the Corporation and approved by the Board of Directors. Also known as Shareholder(s).
- i. Resident is defined as any person who has been approved by the Board of Directors for occupancy.
- j. Staff - Employees of Village Management Services, Inc. authorized to act on behalf of United.
- k. United Laguna Woods Mutual (United) - is a non-profit cooperative housing corporation which owns and manages all real property within the original 21 cooperative Mutual's. In a cooperative, Shareholders are members of a corporation which own all real property, including the dwelling units, carports, and laundry facilities within the Mutual's boundaries, and each Shareholder is entitled to occupy a specific dwelling unit under the terms of an Occupancy Agreement. Also known as Corporation. Also known as the Mutual.

### **III. Conditions Clutter**

Common areas are for the use and enjoyment of all residents and it is essential that all residents be aware of the need for the safety and prevention of damage to the buildings by items placed by the residents in or on the common areas of the Mutual's multi-story buildings and where applicable to other residential buildings.

The following rules for residents address the safety and prevention of damage issues. Residents should take whatever corrective action is necessary to manage those items they have placed outside their unit. Residents who disregard these guidelines will be given a citation to correct the problem, possibly followed with disciplinary action.

- 1. All plants must be suitably potted with adequately sized saucers to collect excess water and elevated by substantial caster or sturdy platforms. Care must be used to control the amount of water given to these plants so as not to run over the saucer and collect on the floor surface or fall to a lower level of the building on people, windows, or other objects belonging to neighbors.
- 2. Items, including plants, statues, furniture, etc., may be placed adjacent to a Unit's front door on the floor and shall be limited. Adequate clearance is required to allow for easy walkway access along the area (at least in number and size to allow for a 48-inch clearance as required by law.)
- 3. All plants shall be maintained by the resident in a healthy, well cared for condition, properly watered and pruned. Non-plant items shall be maintained clean and in good repair.
- 4. Potted plants are not to be placed on railings in common areas. Hanging plants or hanging objects are prohibited in breezeway and walkways.

5. Items that constitute a nuisance to one's neighbors should not be placed in common areas. Examples are intrusive wind chimes, food and water, which will attract birds, insects, and other animals. (City of Laguna Woods Municipal Code Section 5.20.070) Residents are encouraged to resolve amicably differences or disputes involving such items.
6. A resident's balcony and patio area adjoining a unit is Exclusive Use Common Area. This area needs the same care & protection as the walkways and breezeways to prevent dry rot, decay and mold of surfaces. Therefore only a limited number of potted plants on the balconies of multistory buildings are allowed. No more than 15% of the total floor area of a balcony may be used for potted plants.
7. Landscape crews will not care for a resident's personal items placed in common areas unless arranged through the Customer Service Department as a chargeable service.

Any building, by majority decision, may establish additional rules for its own use, providing the rules are not in conflict with the above guidelines. United shall resolve any disputes or misunderstandings relating to Exclusive Use Common Areas and Common Areas.

**Governing Documents:** "The Member shall not permit or suffer anything to be done or kept in or about the dwelling unit or other premises of the Corporation which will increase the rate of insurance on any building or other property of the Corporation or on the contents thereof or which will obstruct or interfere with the rights of other members of the Corporation or annoy them by unreasonable noises or otherwise nor will it commit or permit any nuisance in or about the dwelling unit or other premises of the Corporation or commit or suffer any immoral or illegal act to be committed thereon." (Occupancy Agreement, Article 5, Use of Premises)

#### IV. Enforcement

United is authorized to take disciplinary action against a Member(s) whose dwelling may be found in violation of the Governing Documents. When a complaint is lodged regarding the occurrence of a violation, the Board of Directors has a fiduciary duty to investigate and impose, if appropriate, discipline as set forth in the Governing Documents.

The Board has the authority to impose monetary fines, suspend Member(s) privileges, and/or bring forth legal action. The Member(s) are entirely responsible for ensuring that the Governing Documents are followed by anyone they allow into the Community. This includes any Co-occupant, Lessee, Guest, Care Provider, Vendor, invitee or contractor.

A complaint may be registered by calling the Security Department at 949-580-1400 or the Compliance Division by calling 949-268-CALL or email to [compliance@vmsinc.org](mailto:compliance@vmsinc.org).

Investigating clutter: a Security Inspector patrols the Community and should Staff identify objective evidence of clutter a Notice of Clutter Violation is issued. The Compliance Division will send a follow up notice advising the Member of the rules and requesting compliance.

For interior clutter: Staff will schedule an interior inspection to obtain photographs and determine the severity of the clutter, potential hazard, and damage to the property. Staff works closely with the Social Services Division and outside agencies on interior clutter violations.

## **RESOLUTION 01-18-XX**

### **Clutter Policy**

**WHEREAS**, the Governing Documents Review Committee has recommended revising the Care & Maintenance of Patios, Balconies, Breezeways & Walkways Policy addressing the safety and prevention of damage issues relating to items placed in or on Common Area and Exclusive Use Common Areas;

**NOW THEREFORE BE IT RESOLVED**, September 26, 2018, that the Board of Directors of this Corporation hereby amend the Care & Maintenance of Patios, Balconies, Breezeways & Walkways Policy, and renames it to "Clutter Policy," as attached to the official minutes of this meeting; and

**RESOLVED FURTHER**, that Resolution 01-03-134 adopted September 9, 2003 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 the purpose of this resolution.

AUGUST Initial Notification

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

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## STAFF REPORT

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**DATE:** September 26, 2018  
**FOR:** Board of Directors  
**SUBJECT:** Revision of Alteration Standard 15: Floor Coverings; Exterior

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### **RECOMMENDATION**

Approve a Resolution to introduce revisions to Alteration Standard 15: Floor Coverings, Exterior.

### **BACKGROUND**

On July 19, 2018, the Architectural Controls and Standards Committee (ACSC) reviewed this Standard. The Committee voted to recommend the item for approval by the Board.

The ACSC requested staff to review and revise the current Alteration Standards for applicability, usefulness, and current technology.

There are currently 32 Alteration Standards available for Members to use to perform alterations to their unit. Many have not been reviewed or updated for years to reflect changes in technology, materials, and work methods.

Alteration Standard 15: Floor Coverings: Exterior was last revised in June 2005, via Resolution 01-05-64.

### **DISCUSSION**

Due to the continued popularity of replacement of exterior floor coverings and the impact they have upon the aesthetics of the Village, the ACSC has reviewed the existing standard pertaining to floor coverings. The following sections are proposed to be revised as follows:

- §2.1 Screws, nails, or any type of penetrating attachments are prohibited. Only glues or adhesive strips ~~shall~~ may be used to attach carpets to concrete surfaces. Mortar, cement, etc., may be used for tile.
- §2.4 Glazed tile, due to its slippery surface, is ~~not approved~~ 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, which may damage any type of floor covering shall be the resident's responsibility.
- §2.6 Painting or staining of concrete is ~~not permitted~~ prohibited, including patios.
- §3.1 Members ~~are expected to must~~ maintain and/or replace, as needed, all floor coverings installed floor coverings in good condition at all times. Members shall repair or replace damaged or worn floor coverings.

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

**§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.

## **FINANCIAL ANALYSIS**

None.

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

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

## **ATTACHMENT(S)**

**Attachment 1:** Resolution 01-18-XXX Revise Alteration Standard 15: Floor Coverings: Exterior

**Attachment 2:** Revised Alteration Standard 15: Floor Coverings: Exterior

**Attachment 3:** Redline of Proposed Updates to Alteration Standard 15: Floor Coverings; Exterior



**Attachment 1**

**RESOLUTION 01-18-XX**

**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 introduces 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.

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## **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-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 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.



## ~~UNITED LAGUNA WOODS MUTUAL~~

### ~~SECTION STANDARD 15: FLOOR: 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-XX

#### **1.0 GENERAL REQUIREMENTS**

##### **SEE STANDARD SECTION 1: GENERAL REQUIREMENTS**

**1.1 PERMITS AND FEES:** ~~A Mutual Consent for Manor Alterations 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 contractor. Member and/or his contractor must supply the Manor Alterations Department with City permit numbers prior to beginning work.~~

**1.2 MEMBERS RESPONSIBILITY:** ~~The Member is solely responsible for the maintenance and repair of all alterations to the building. Removal may be required upon sale of a manor, or deterioration of the alteration. Further, Member(s) are expected to provide neighboring residents an estimated timeline for construction, and advance notice of excessive construction-related noise that may occur.~~

**1.3 CODES AND REGULATIONS:** ~~All work shall comply with applicable local, state, and federal requirements including but not limited to the current edition of the Uniform Building Code.~~

**1.4 WORK HOURS:** ~~Contractors working for residents at individual manors and in carports are permitted to work from 9:00 AM — 5:00 PM Monday through Friday. No work whatsoever shall be permitted on Saturday and Sunday, and construction is restricted to 6 months out of every 12 months of the year.~~



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

**1.6 DUMPSITES:** ~~The premises shall be kept free from accumulation of waste materials and/or rubbish caused by the construction work. Member and/or his contractor is responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily.~~

~~**USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's dumpsters, if required, must have location approved by the Manor Alterations Department.~~

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

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

## **2.0 APPLICATIONS**

**2.1** Screws, nails, or any type of penetrating attachments are prohibited. Only glues or adhesive strips shall may be used to attach carpets to concrete surfaces. Mortar, cement, etc., may be used for tile.

**2.2** Screws, nails, or any type of penetrating attachments are not permitted.

**2.23** \_\_\_ Floor coverings shall not be installed on any walkway or breezeway.

**2.34** \_\_\_ The color, style, fashion, or design of any floor covering shall be optional.



- 2.45 \_\_\_ Glazed tile, due to its slippery surface, is ~~not approved~~prohibited for use as a floor covering.
- 2.56 \_\_\_ Floor coverings are installed by the Members at their own risk. Any damage caused by any building activity, including building maintenance, ~~which may damage any type of floor covering~~ shall be the resident's responsibility.
- 2.76 \_\_\_ Painting or staining of concrete is ~~not permitted~~prohibited, including patios.
- 2.78 \_\_\_ 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).
- 2.89 \_\_\_ 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 ~~are expected to~~must maintain ~~and/or replace, as needed, all floor coverings installed.~~ floor coverings in good condition at all times. Members shall repair or replace damaged or worn floor coverings  
and/or replace, as needed, all floor coverings installed.
- 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.  
~~as may be required.~~
- 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.





## STAFF REPORT

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**DATE:** September 26, 2018  
**FOR:** Board of Directors  
**SUBJECT:** Revision of Alteration Standard 16: Fences; Wrought Iron

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### **RECOMMENDATION**

Approve a Resolution to introduce revisions to Alteration Standard 16: Fences: Wrought Iron.

### **BACKGROUND**

On July 19, 2018, the Architectural Controls and Standards Committee (ACSC) reviewed this Standard. The Committee voted to recommend the item for approval by the Board.

The ACSC requested staff to review and revise the current Alteration Standards for applicability, usefulness, and current technology.

There are currently 32 Alteration Standards available for Members to use to perform alterations to their unit. Many have not been reviewed or updated for years to reflect changes in technology, materials, and work methods.

Alteration Standard 16: Fences; Wrought Iron was last revised in December 2003, via Resolution 01-03-170.

### **DISCUSSION**

Due to the continued popularity of replacement of wrought iron fences and the impact they have upon the aesthetics of the Village, the ACSC has reviewed the existing standard pertaining to wrought iron fences. The following sections are proposed to be revised as follows:

- §2.2 Attachments to buildings shall be with galvanized or stainless steel lag bolts or metal only, predrilled and sealant applied prior to installation.
- §2.6 All wrought iron shall be painted black or the existing body color of the building. ~~unless other wrought iron attached to the building or surrounding the building is of a different color, then it shall match the existing color.~~
- §2.7 All fencing shall border patio slabs only. No fencing shall be installed in garden or grass areas or common ground area.
- §2.8 No fencing shall be installed that encloses common area.
- §3.3 All posts and related pieces shall be of tube steel or ~~common~~ square, rectangular, or flat stock. ~~No round bar is allowed~~ No round posts or components are permitted.
- §3.5 Openings for gates are permissible. Openings that create a new path onto common area are prohibited.

## **FINANCIAL ANALYSIS**

None.

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

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

## **ATTACHMENT(S)**

**Attachment 1:** Resolution 01-18-XXX Revise Alteration Standard 16: Fences;  
Wrought Iron

**Attachment 2:** Revised Alteration Standard 16: Fences; Wrought Iron

**Attachment 3:** Redline of Proposed Updates to Alteration Standard 16: Fences; Wrought  
Iron

**Attachment 1**

**RESOLUTION 01-18-XX**

**Revise Alteration Standard 16: Fences; Wrought Iron**

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

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard 16: Fences, Wrought Iron.

**NOW THEREFORE BE IT RESOLVED**, September 26, 2018, that the Board of Directors of this Corporation hereby introduces revisions to Alteration Standard 16: Fences; Wrought Iron attached as part of the Official Minutes;

**RESOLVED FURTHER**, that Resolution 01-03-170, adopted December 2003, 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.

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## **STANDARD 16: FENCES; WROUGHT IRON**

MARCH 1996

REVISED NOVEMBER 2003, RESOLUTION 01-03-170

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-XX

### **1.0 GENERAL REQUIREMENTS**

**SEE STANDARD SECTION 1: GENERAL REQUIREMENTS**

### **2.0 PREPARATIONS**

- 2.1** In each case, an inspector will visit the site prior to work, for adjustments pertaining to this section.
- 2.2** Attachments to buildings shall be with galvanized or stainless steel lag bolts only, predrilled and sealant applied prior to installation.
- 2.3** No fencing will be allowed in areas where access for maintenance is required.
- 2.4** In no case will concrete cover over sprinklers, sprinkler lines, or other related items.
- 2.5** No fencing will be allowed that may encroach upon a view of a neighboring unit as determined by the Alterations Division.
- 2.6** All wrought iron shall be painted black or the existing body color of the building.
- 2.7** All fencing shall border patio slabs only. No fencing shall be installed in garden or grass areas or common area.
- 2.8** No fencing shall be installed that encloses common area.



### **3.0 APPLICATIONS**

- 3.1** No fence shall be over 5'-0" in height, inclusive of wall and fence; nor lower than 12" in height.
- 3.2** All posts shall be attached to slab, wall, or set in concrete. No posts shall have any contact with soil.
- 3.3** All posts and related pieces shall be of tube steel or square, rectangular, or flat stock. No round posts or components are permitted.
- 3.4** Wrought iron fencing may be installed as approved by the Alterations Division as part of a block wall. See specifications for block walls.
- 3.5** Openings for gates are permissible. Openings that create a new path onto common area are prohibited.
- 3.6** Existing fencing may be lowered as requested by the resident with the approval of the Alterations Division.

### **4.0 SPRINKLER REVISIONS**

- 4.1** Sprinklers will be revised only by VMS Landscape staff. The cost of such revisions shall be at the expense of the resident owner of that unit.
- 4.2** No sprinklers will be placed inside any patio area by VMS Landscape staff, and any sprinkler systems added shall not be connected to the Mutual-owned system.



## ~~UNITED LAGUNA WOODS MUTUAL~~

### **~~SECTION STANDARD 16: FENCES, WROUGHT IRON~~**

MARCH 1996

REVISED NOVEMBER 2003, RESOLUTION 01-03-170

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

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