



## **SPECIAL OPEN MEETING**

### **SPECIAL OPEN MEETING OF UNITED BOARD OF DIRECTORS A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

**Thursday, October 14, 2021- 11:30 a.m.  
24351 El Toro Road, Laguna Woods, California  
Board Room/Virtual Meeting**

### **NOTICE OF MEETING AND AGENDA**

The purpose of this meeting is to conduct board matters.

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- 1. Call to Order / Establish Quorum**
- 2. State Purpose of Meeting**
- 3. Approval of Agenda**
- 4. New Business**
  - a. Entertain a Motion to Approve the Reserve Study
  - b. Recommendation from the Architectural Control and Standards Committee:
    - (1) Approve a Variance Request: 157-B Avenida Majorca (Madrid, Plan 4) Bathroom Alteration with 2 Toilets
    - (2) Approve a Variance Request: 250-H Calle Aragon (Granada, Plan 10A) Bathroom Alteration, Kitchen Remodel and French Doors
    - (3) Approve a Variance Request: 773-C Avenida Sevilla (Cordoba, 1A4R) Room Addition on Existing Front Patio, A Bathroom Addition and Enlarged Bedroom Window
    - (4) Approve an Extension to a Previous Variance and Entitlements (729-D) (Will be Sent under Separate Cover)
- 5. Director's Comments**
- 6. Adjournment**

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## STAFF REPORT

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**DATE:** October 14, 2021  
**FOR:** Board of Directors  
**SUBJECT:** 2022 Reserve Fund Resolution

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### **RECOMMENDATION**

Staff recommends the Board approve the attached 2022 Reserve Fund Resolution (Att1).

### **GOVERNING AUTHORITY**

California Civil Code § 5550 Reserve Study Requirements

- (a) A least once every three years, the board shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the major components that the association is obligated to repair, replace, restore, or maintain as part of a study of the reserve account requirements of the common interest development, if the current replacement value of the major components is equal to or greater than one-half of the gross budget of the association, excluding the association's reserve account for that period. The board shall review this study, or cause it to be reviewed, annually and shall consider and implement necessary adjustments to the board's analysis of the reserve account requirement as a result of that review.

California Civil Code § 5300 Annual Budget Report

- (b) Unless the governing documents impose more stringent standards, the annual budget report shall all of the following information:
  - (2) A summary of the association's reserves.

### **BACKGROUND**

In 2019, United contracted a vendor, Association Reserves™, to provide a reserve study. The study was updated last year and the update was adopted by Resolution 01-20-69 during the business planning process. This year the same vendor was contracted to update the study and a summary of the study is attached for Board adoption. The summary is planned to be included in the annual mailout in November and information found in the reserve study will be used to provide further disclosure statements, as required by Civil Code § 5570.

## **DISCUSSION**

Each year, United approves a 30-Year Reserve Plan that provides a general roadmap of anticipated revenues and expenditures into and out of the Reserve Fund. Although the plan is approved in concept, the Board approves specific contributions to and expenditures from the Reserve Fund only for the upcoming year. On September 14, 2021, the Board approved the 2022 Business Plan through Resolution 01-21-61, which included a contribution of \$142.02 per manor per month to the United Reserve Fund. The resolution further approved expenditures from reserves in the sum of \$14,349,385. The contracted reserve study was updated with the information to provide consistency. In addition to providing a reserve study, Association Reserves™ also provides disclosures that are required to be provided to owners.

The reserve study also provides a determination of reserve fund strength, shown as percent funded, which is required to be disclosed each year. The current study shows that United is 44.7% funded, which is a fair position, as indicated by the reserve study in the attached resolution. The reserve specialist uses proprietary software and industry best practices to determine the percent funded. With the lack of industry best practices and specialized software, in-house staff is unable to calculate an accurate percent funding level.

## **FINANCIAL ANALYSIS**

As stipulated in Civil Code § 5550, at least every three years a visual inspection of components is required. The reserve study for the 2022 Business Plan was a “No-Site-Visit” study and cost \$5,500, which was paid from the Operating Fund.

**Prepared By:** Jose Campos, Financial Services Manager

**Reviewed By:** Jeff Parker, Chief Executive Officer  
Steve Hormuth, Interim Financial Services Director

## **ATTACHMENT(S)**

**ATT1 – United 2022 Reserves Funding Plan Resolution**



**RESOLUTION 01-21-xx**

**2022 RESERVE FUND RESOLUTION**

**WHEREAS**, Civil Code § 5570 requires specific reserve funding disclosure statements for common interest developments; and

**WHEREAS**, planned assessment or other contributions to reserves must be projected to ensure balances will be sufficient at the end of each year to meet the Corporation's obligations for repair and/or replacement of major components during the next 30 years;

**NOW THEREFORE BE IT RESOLVED**, October 14, 2021, that pursuant to Civil Code § 5570 the Board hereby adopts the 30-Year Alternate Reserve Funding Plan (attached) prepared by Association Reserves™ for fiscal year 2022; and

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

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## 30-Year Reserve Plan Summary (Alternate Funding Plan)

Report # 36560-2  
No-Site-Visit

Fiscal Year Start: 2022

Interest:

2.00 %

Inflation:

3.00 %

Reserve Fund Strength: as-of Fiscal Year Start Date

Projected Reserve Balance Changes

Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	Reserve Contribs.	Loan or Special Assmts	Interest Income	Reserve Expenses
2022	\$17,352,960	\$38,844,374	44.7 %	Medium	\$10,776,240	\$0	\$314,182	\$14,350,900
2023	\$14,092,482	\$41,208,705	34.2 %	Medium	\$11,853,864	\$0	\$245,770	\$15,686,282
2024	\$10,505,834	\$42,640,925	24.6 %	High	\$13,039,250	\$0	\$189,161	\$15,307,620
2025	\$8,426,626	\$44,642,981	18.9 %	High	\$14,343,175	\$0	\$155,861	\$15,752,643
2026	\$7,173,019	\$45,898,499	15.6 %	High	\$14,773,471	\$0	\$142,624	\$14,987,388
2027	\$7,101,726	\$48,537,289	14.6 %	High	\$15,216,675	\$0	\$139,614	\$15,586,208
2028	\$6,871,807	\$51,139,424	13.4 %	High	\$15,673,175	\$0	\$136,515	\$15,889,970
2029	\$6,791,527	\$54,041,189	12.6 %	High	\$16,143,370	\$0	\$142,400	\$15,616,446
2030	\$7,460,851	\$57,720,762	12.9 %	High	\$16,627,671	\$0	\$157,539	\$15,939,388
2031	\$8,306,673	\$61,461,436	13.5 %	High	\$17,126,502	\$0	\$176,930	\$16,208,414
2032	\$9,401,691	\$65,586,671	14.3 %	High	\$17,640,297	\$0	\$198,617	\$16,763,341
2033	\$10,477,264	\$69,609,125	15.1 %	High	\$18,169,506	\$0	\$220,413	\$17,284,098
2034	\$11,583,084	\$73,819,744	15.7 %	High	\$18,714,591	\$0	\$226,471	\$19,440,535
2035	\$11,083,611	\$76,512,006	14.5 %	High	\$19,276,028	\$0	\$214,192	\$20,219,653
2036	\$10,354,178	\$75,618,631	13.7 %	High	\$19,854,309	\$0	\$236,558	\$17,122,969
2037	\$13,322,076	\$78,439,755	17.0 %	High	\$20,449,939	\$0	\$290,807	\$18,279,009
2038	\$15,783,813	\$80,700,468	19.6 %	High	\$21,063,437	\$0	\$333,033	\$19,631,979
2039	\$17,548,303	\$82,223,937	21.3 %	High	\$21,695,340	\$0	\$373,176	\$19,815,164
2040	\$19,801,656	\$84,184,130	23.5 %	High	\$22,346,200	\$0	\$428,875	\$19,453,703
2041	\$23,123,028	\$87,172,527	26.5 %	High	\$23,016,586	\$0	\$477,928	\$21,906,376
2042	\$24,711,166	\$88,339,329	28.0 %	High	\$23,707,084	\$0	\$516,050	\$21,995,726
2043	\$26,938,575	\$90,082,559	29.9 %	High	\$24,418,296	\$0	\$557,990	\$23,006,077
2044	\$28,908,784	\$91,522,459	31.6 %	Medium	\$25,150,845	\$0	\$589,414	\$24,565,404
2045	\$30,083,639	\$92,043,841	32.7 %	Medium	\$25,800,000	\$0	\$638,991	\$22,651,839
2046	\$33,870,790	\$95,244,180	35.6 %	Medium	\$25,800,000	\$0	\$617,793	\$32,326,508
2047	\$27,962,075	\$89,921,052	31.1 %	Medium	\$25,800,000	\$0	\$531,744	\$29,035,465
2048	\$25,258,353	\$88,581,480	28.5 %	High	\$25,800,000	\$0	\$448,550	\$31,871,400
2049	\$19,635,504	\$85,094,551	23.1 %	High	\$25,800,000	\$0	\$351,470	\$30,245,071
2050	\$15,541,902	\$83,978,627	18.5 %	High	\$25,800,000	\$0	\$251,519	\$31,961,663
2051	\$9,631,757	\$81,885,646	11.8 %	High	\$25,800,000	\$0	\$114,542	\$33,713,969



United Laguna Woods Mutual

Laguna Woods, CA

Level of Service: Update "No-Site-Visit"

Report #: 36560-2

# of Units: 6,323

January 1, 2022 through December 31, 2022

## Findings &amp; Recommendations

as of January 1, 2022

Projected Starting Reserve Balance .....	\$17,352,960
Current Full Funding Reserve Balance .....	\$38,844,374
Average Reserve Deficit (Surplus) Per Unit .....	\$3,399
Percent Funded .....	44.7 %
Recommended 2022 "Annual Full Funding Contributions" .....	\$14,168,800
Alternate minimum contributions to keep Reserve above \$0 .....	\$10,776,240
Most Recent Reserve Contribution Rate .....	\$10,776,240

Reserve Fund Strength: 44.7%

Weak

Fair

Strong

&lt; 30%

&lt; 70%

&gt; 130%



Risk of Special Assessment:

High

Medium

Low

## Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves ..... 2.00 %

Annual Inflation Rate ..... 3.00 %

This is an Update "No-Site-Visit", and is based on a prior Report prepared by Association Reserves for your 2021 Fiscal Year. No site inspection was performed as part of this Reserve Study.

This Reserve Study was prepared by a credentialed Reserve Specialist, Sean Erik Andersen RS #68.

The Reserve Fund is between the 30% funded level and the 70% funded level at 44.7 % Funded, which is a fair position for the fund to be in. This means that the Mutual's special assessment & deferred maintenance risk is currently medium. The objective of your multi-year Funding Plan is to Fully Fund Reserves and ultimately achieve a position of strength in the fund, where the Mutual will enjoy a low risk of Reserve cash flow problems.

Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to increase your Reserve contributions to \$14,168,800.

\*The Alternative Contribution rate, also called Threshold Funding will keep the Reserve Funds above \$0. This figure for your Mutual is \$10,776,240.

To receive a copy of the full Reserve Study, contact the Mutual.



# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
<b>Paving</b>			
200 Asphalt - Annual Seal Coat	1	0	\$39,000
201 Asphalt - Resurface (2022)	25	0	\$200,400
201 Asphalt - Resurface (2023)	25	1	\$257,500
201 Asphalt - Resurface (2024)	25	2	\$202,000
201 Asphalt - Resurface (2025)	25	3	\$278,000
201 Asphalt - Resurface (2026)	25	4	\$282,000
201 Asphalt - Resurface (2027)	25	5	\$301,000
201 Asphalt - Resurface (2028)	25	6	\$278,000
201 Asphalt - Resurface (2029)	25	7	\$303,000
201 Asphalt - Resurface (2030)	25	8	\$358,000
201 Asphalt - Resurface (2031)	25	9	\$266,000
201 Asphalt - Resurface (2032)	25	10	\$341,000
201 Asphalt - Resurface (2033)	25	11	\$267,000
201 Asphalt - Resurface (2034)	25	12	\$285,000
201 Asphalt - Resurface (2035)	25	13	\$355,000
201 Asphalt - Resurface (2036)	25	14	\$262,000
201 Asphalt - Resurface (2037)	25	15	\$305,000
201 Asphalt - Resurface (2038)	25	16	\$335,000
201 Asphalt - Resurface (2039)	25	17	\$335,000
201 Asphalt - Resurface (2040)	25	18	\$274,000
201 Asphalt - Resurface (2041)	25	19	\$191,000
201 Asphalt - Resurface (2042)	25	20	\$68,000
201 Asphalt - Resurface (2043)	25	21	\$66,000
201 Asphalt - Resurface (2045)	25	23	\$59,000
201 Asphalt - Resurface (2046)	25	24	\$102,000
201 Asphalt - Resurface (2047)	25	25	\$224,000
201 Asphalt - Resurface (2048)	25	26	\$235,000
201 Asphalt - Resurface (2049)	25	27	\$233,000
201 Asphalt - Resurface (2050)	25	28	\$278,000
201 Asphalt - Resurface (2051)	25	24	\$282,000
<b>Asphalt &amp; Concrete Repair/Replace</b>			
103 Concrete - Repair/Replace	1	0	\$150,000
203 Concrete & Paving - R/R (2022)	10	0	\$60,900
203 Concrete & Paving - R/R (2023)	10	1	\$90,800
203 Concrete & Paving - R/R (2024)	10	2	\$72,600
203 Concrete & Paving - R/R (2025)	10	3	\$58,200
203 Concrete & Paving - R/R (2026)	10	4	\$48,200

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
203 Concrete & Paving - R/R (2027)	10	5	\$47,000
203 Concrete & Paving - R/R (2028)	10	6	\$69,400
203 Concrete & Paving - R/R (2029)	10	7	\$33,900
203 Concrete & Paving - R/R (2030)	10	8	\$21,400
203 Concrete & Paving - R/R (2031)	10	9	\$53,100
<b>Roofs - Built-Up</b>			
1302 Built-Up/PVC - Replace (2022)	0	0	\$775,000
1302 Built-Up/PVC - Replace (2023)	0	1	\$710,000
1302 Built-Up/PVC - Replace (2024)	0	2	\$724,000
1302 Built-Up/PVC - Replace (2025)	25	3	\$720,000
1302 Built-Up/PVC - Replace (2026)	25	4	\$715,000
1302 Built-Up/PVC - Replace (2027)	25	5	\$721,000
1302 Built-Up/PVC - Replace (2028)	25	6	\$705,000
1302 PVC Cool Roof - Replace (2034)	25	12	\$1,020,000
1302 PVC Cool Roof - Replace (2035)	25	13	\$1,031,000
1302 PVC Cool Roof - Replace (2036)	25	14	\$1,237,000
1302 PVC Cool Roof - Replace (2037)	25	15	\$1,716,000
1302 PVC Cool Roof - Replace (2038)	25	16	\$2,146,000
1302 PVC Cool Roof - Replace (2039)	25	17	\$1,916,000
1302 PVC Cool Roof - Replace (2040)	25	18	\$1,487,000
1302 PVC Cool Roof - Replace (2041)	25	19	\$1,040,000
1302 PVC Cool Roof - Replace (2042)	25	20	\$1,083,000
1302 PVC Cool Roof - Replace (2043)	25	21	\$1,310,000
1302 PVC Cool Roof - Replace (2044)	25	22	\$693,000
1302 PVC Cool Roof - Replace (2045)	25	23	\$544,000
1302 PVC Cool Roof - Replace (2046)	25	24	\$700,000
1302 PVC Cool Roof - Replace (2047)	25	25	\$775,000
1302 PVC Cool Roof - Replace (2048)	25	26	\$710,000
1302 PVC Cool Roof - Replace (2049)	25	27	\$724,000
1302 PVC Cool Roof - Replace (2050)	25	28	\$719,000
1302 PVC Cool Roof - Replace (2051)	25	29	\$715,000
1360 Emergency & Preventative Repairs	1	0	\$245,500
<b>Roofs - Comp Shingle</b>			
1308 Comp Shingle Roof - Replace (2023)	40	1	\$592,000
1308 Comp Shingle Roof - Replace (2041)	40	19	\$1,483,000
1308 Comp Shingle Roof - Replace (2042)	40	20	\$1,313,000
1308 Comp Shingle Roof - Replace (2043)	40	21	\$875,000
1308 Comp Shingle Roof - Replace (2044)	40	22	\$1,670,000
1308 Comp Shingle Roof - Replace (2045)	40	23	\$942,000
1308 Comp Shingle Roof - Replace (2046)	40	24	\$4,168,000
1308 Comp Shingle Roof - Replace (2047)	40	25	\$2,091,000
1308 Comp Shingle Roof - Replace (2048)	40	26	\$3,052,000

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
1308 Comp Shingle Roof - Replace (2049)	40	27	\$1,827,000
1308 Comp Shingle Roof - Replace (2050)	40	28	\$1,477,000
1308 Comp Shingle Roof - Replace (2051)	40	29	\$1,965,000
1308 Comp Shingle Roof - Replace (2052)	40	30	\$1,141,000
1308 Comp Shingle Roof - Replace (2053)	40	31	\$488,000
<b>Roofs - Tile</b>			
1311 Tile Roof - Replace (2044)	40	22	\$466,000
1311 Tile Roof - Replace (2046)	40	24	\$928,000
1311 Tile Roof - Replace (2047)	40	25	\$542,000
1311 Tile Roof - Replace (2048)	40	26	\$582,000
1311 Tile Roof - Replace (2049)	40	27	\$602,000
1311 Tile Roof - Replace (2050)	40	28	\$583,000
1311 Tile Roof - Replace (2051)	40	29	\$583,000
1311 Tile Roof - Replace (2052)	40	30	\$580,000
1311 Tile Roof - Replace (2053)	40	31	\$626,000
1311 Tile Roof - Replace (2054)	40	32	\$482,000
<b>Infrastructure/Buildings</b>			
151 Balcony Inspections	1	0	\$50,000
151 Damage Restoration	1	0	\$795,100
1330 Gutter/Downspouts - New Install	1	0	\$50,000
1330 Gutter/Downspouts - Repair/Replace	1	0	\$76,900
2004 Smoke Alarms - Replace (2023)	10	1	\$72,000
2004 Smoke Alarms - Replace (2024)	10	2	\$300,000
2004 Smoke Alarms - Replace (2025)	10	3	\$300,000
2006 Windows - Replace	1	0	\$103,900
2007 Sliding Screen Doors	1	0	\$30,000
2008 Vertical Lifts R & R - 2023	20	1	\$301,500
2008 Vertical Lifts R & R - 2024	20	2	\$60,300
2008 Vertical Lifts R & R - 2025	20	3	\$30,200
2008 Vertical Lifts R & R - 2026	20	4	\$30,200
2008 Vertical Lifts R & R - 2027	20	5	\$120,600
2008 Vertical Lifts R & R - 2029	20	7	\$90,500
2008 Vertical Lifts R & R - 2030	20	8	\$30,200
2008 Vertical Lifts R & R - 2031	20	9	\$30,200
2008 Vertical Lifts R & R - 2035	20	13	\$60,300
2008 Vertical Lifts R & R - 2041	20	19	\$30,200
<b>Carport Siding Renovation</b>			
1112 Carport Siding Renovations (2032)	35	10	\$101,000
1112 Carport Siding Renovations (2033)	35	11	\$138,000
1112 Carport Siding Renovations (2034)	35	12	\$132,000
1112 Carport Siding Renovations (2035)	35	13	\$153,000
1112 Carport Siding Renovations (2036)	35	14	\$162,000

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
1112 Carport Siding Renovations (2037)	35	15	\$139,000
1112 Carport Siding Renovations (2038)	35	16	\$158,000
1112 Carport Siding Renovations (2039)	35	17	\$162,000
1112 Carport Siding Renovations (2040)	35	18	\$103,000
1112 Carport Siding Renovations (2041)	35	19	\$54,000
1112 Carport Siding Renovations (2042)	35	20	\$112,000
<b>Manor Components</b>			
983 Heat Pumps - Replace	1	0	\$5,700
984 Wall Heater - Replace	1	0	\$3,800
3001 Cooktops - Replace	1	0	\$70,500
3002 Dishwashers - Replace	1	0	\$97,600
3003 Fixtures - Bath Basins	1	0	\$33,900
3004 Fixtures - Faucets - Replace	1	1	\$85,400
3004 Fixtures - Faucets (2022) - Replace	1	0	\$129,400
3005 Fixtures - Kitchen Sinks	1	0	\$55,200
3006 Fixtures - Toilets	1	1	\$21,200
3006 Fixtures - Toilets (2022)	1	0	\$7,000
3007 Garbage Disposals - Replace	1	0	\$117,700
3008 Manor Hoods - Replace	1	0	\$40,000
3009 Bath Counters - Replace	1	1	\$186,000
3009 Bath Counters (2022) - Replace	1	0	\$223,400
3009 Kitchen Counters - Replace	1	1	\$293,000
3009 Kitchen Counters (2022) - Replace	1	0	\$426,500
3010 Bathroom Flooring - Wk Cntr #910	1	0	\$20,000
3010 Bathroom Flooring - Wk Cntr #917	1	0	\$52,900
3010 Kitchen Flooring - Wk Cntr #910	1	0	\$17,000
3010 Kitchen Flooring - Wk Cntr #917	1	0	\$34,400
3010 Kitchen/Bath Flooring - Abatement	1	0	\$329,000
3011 Bath Mirrors - Replace	1	0	\$33,000
3012 Bath Enclosure Doors - Replace	1	0	\$118,000
3013 Bathroom Tile - Replace& Abate	1	0	\$97,100
3014 Ovens - Replace	1	0	\$134,100
3015 Ranges - Replace	1	0	\$12,700
3016 Refrigerators - Replace	1	0	\$223,900
3017 Water Heaters Replace - Annually	1	0	\$759,600
<b>Lighting &amp; Electrical</b>			
340 Electrical Panels - Replace	1	0	\$25,000
340 Pushmatic Panels - Replace/Upgrade	1	0	\$626,100
340 Solar Inverters - 2027-2034	1	5	\$14,500
340 Solar Inverters - 2037-2044	1	15	\$14,500
340 Solar Systems Replace -2047-2054	1	25	\$302,000
362 Exterior Lighting - Replace	1	0	\$25,000

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
362 Walkway Lights - Additional New	1	0	\$50,700
378 Energy Consultant	1	1	\$50,000
<b>Laundry Rooms</b>			
332 Laundry Water Heaters - Replace	1	10	\$10,200
332 Laundry Water Heaters 2022-2031	1	0	\$2,500
800 Doors - Replace	1	1	\$4,000
908 Counter Tops - Replace	1	0	\$12,600
909 Laundry Sinks (2022) - Replace	25	0	\$6,900
909 Laundry Sinks (2023) - Replace	25	1	\$26,600
909 Laundry Sinks (2024) - Replace	25	2	\$40,500
951 Bathrooms - Refurbish	24	1	\$14,500
991 Washers - Replace	1	0	\$91,400
992 Dryers - Replace	1	0	\$38,300
1110 Interior Laundry - Repaint	10	1	\$110,000
<b>Off Cycle Decking</b>			
150 Off Cycle Deck Top Coat - Annual	1	0	\$57,400
152 Off Cycle Common Decks - Annual	1	0	\$59,800
153 Off Cycle Balcony Decks - Annual	1	0	\$9,000
<b>Prior To Painting</b>			
148 Lead - Testing PTP - Annual	1	0	\$5,000
149 Asbestos - Testing PTP - Annual	1	1	\$33,400
149 Asbestos - Testing PTP (2022)	1	0	\$50,000
152 Full Cycle Decking - Repairs (2022)	1	0	\$98,400
152 Full Cycle Decking Repairs - Annual	1	1	\$136,000
153 Full Cycle Balcony Dry Rot - Annual	1	1	\$7,300
153 Full Cycle Balcony Dry Rot (2022)	1	0	\$9,600
1119 Full Cycle Dry Rot PTP - Annual	1	1	\$451,000
1119 Full Cycle Dry Rot PTP (2022)	1	0	\$603,100
<b>Interior &amp; Exterior Painting</b>			
150 Deck Top Coat Reseal (Annual)	1	1	\$31,500
150 Deck Top Coat Reseal- 2022	1	0	\$55,800
1113 Metal Railings (building) - Repaint	1	1	\$130,000
1115 Full Cycle Exterior Paint - 2022	1	0	\$1,413,100
1115 Full Cycle Exterior Paint (Annual)	1	1	\$1,100,000
1116 Exterior Paint Touch-Up (Annual)	1	0	\$95,400
1119 Interior Paint Touch-Up (Annual)	1	0	\$124,100
1901 Lead Testing and Abatement	1	0	\$7,500
1903 Lexan Bldg. Signs (2022) - Repl	1	0	\$43,500
<b>Walls, Fencing, Railings &amp; Gates</b>			
501 Walls - Perimeter Top Rail - 2022	1	0	\$35,000
501 Walls - Perimeter Top Rail - R&R	1	1	\$162,000
502 Walls - Perimeter Block - R&R	1	0	\$8,000

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
503 Walls - Common Area Block - R&R	1	0	\$7,400
<b>Grounds &amp; Miscellaneous</b>			
1020 Tree Maintenance - 2022-2025	1	0	\$947,700
1020 Tree Maintenance - 2026-2028	1	4	\$785,000
1020 Tree Maintenance - 2029-2033	1	7	\$800,000
1020 Tree Maintenance - 2034-2038	1	12	\$817,000
1020 Tree Maintenance - 2039-2043	1	17	\$833,000
1020 Tree Maintenance - 2044-2048	1	22	\$850,000
1020 Tree Maintenance - 2049-2053	1	27	\$867,000
1022 Landscape Improve/Restore - Annual	1	9	\$50,000
1022 Landscape Improve/Restore (2022)	1	0	\$323,300
1022 Landscape Improve/Restore (2023-30)	1	1	\$250,000
1022 Landscape Improve/Restore (2031)	5	9	\$100,000
1023 Landscape Renovation - Annual	1	2	\$50,000
1023 Landscape Renovation (2022)	1	0	\$15,000
1023 Landscape Renovation (2023)	1	1	\$75,000
1024 Slope - Renovations	1	0	\$85,900
1026 Turf Reduction & Irrigation	1	0	\$61,100
<b>Building Structures</b>			
1901 Lead Testing and Abatement	1	0	\$5,000
2001 Bldg Structures - Projects (2022)	1	0	\$80,000
2001 Building Structures - Projects	1	1	\$135,000
2001 Building Structures Dry Rot Repairs	1	0	\$5,000
2002 Building Structures Maint Ops	1	0	\$300,000
2003 Bldg Structures Carpentry (2022)	1	0	\$257,900
2003 Building Structures Carpentry	1	1	\$195,000
2006 Building Foundations - Repair	1	0	\$43,500
<b>Plumbing</b>			
328 Plumbing (Annual) - Repair/Replace	1	0	\$646,800
328 Waste Lines - Repair	1	14	\$50,000
328 Waste Lines Epoxy Re-Line (2022)	1	0	\$2,300,000
328 Waste Lines Epoxy Re-Line 2023-2035	1	1	\$2,300,000
329 Copper Water Lines Re-Pipe - Annual	1	1	\$280,000
329 Copper Water Lines Re-Pipe (2022)	1	0	\$100,000

## 223 Total Funded Components



	Useful Life		2022 Rem. Useful Life		Estimated Replacement Cost in 2022	2022 Expenditures	01/01/2022 Fully Funded Balance	2022 Contributions
	Min	Max	Min	Max				
Paving	1	25	0	28	\$7,261,900	\$239,400	\$3,542,480	\$173,196
Asphalt & Concrete Repair/Replace	1	10	0	9	\$705,500	\$210,900	\$491,380	\$108,566
Roofs - Built-Up	0	25	0	29	\$24,881,500	\$1,020,500	\$8,852,113	\$603,480
Roofs - Comp Shingle	40	40	1	31	\$23,084,000	\$0	\$9,071,575	\$304,809
Roofs - Tile	40	40	22	32	\$5,974,000	\$0	\$1,900,975	\$78,883
Infrastructure/Buildings	1	20	0	19	\$2,562,100	\$1,105,900	\$2,217,845	\$640,309
Carport Siding Renovation	35	35	10	20	\$1,414,000	\$0	\$818,114	\$21,338
Manor Components	1	1	0	1	\$3,628,000	\$3,042,400	\$3,042,400	\$1,916,211
Lighting & Electrical	1	1	0	25	\$1,107,800	\$726,800	\$726,800	\$585,110
Laundry Rooms	1	25	0	10	\$357,500	\$151,700	\$327,392	\$91,672
Off Cycle Decking	1	1	0	0	\$126,200	\$126,200	\$126,200	\$66,655
Prior To Painting	1	1	0	1	\$1,393,800	\$766,100	\$766,100	\$736,167
Interior & Exterior Painting	1	1	0	1	\$3,000,900	\$1,739,400	\$1,739,400	\$1,584,994
Walls, Fencing, Railings & Gates	1	1	0	1	\$212,400	\$50,400	\$50,400	\$112,184
Grounds & Miscellaneous	1	5	0	27	\$6,910,000	\$1,433,000	\$1,433,000	\$3,607,420
Building Structures	1	1	0	1	\$1,021,400	\$691,400	\$691,400	\$539,476
Plumbing	1	1	0	14	\$5,676,800	\$3,046,800	\$3,046,800	\$2,998,331
					\$89,317,800	\$14,350,900	\$38,844,374	\$14,168,800

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## STAFF REPORT

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**DATE:** October 14, 2021  
**FOR:** United Mutual Board  
**SUBJECT:** Variance Request: Mr. Sam Rahmani of 157-B Avenida Majorca  
(Madrid, Plan 4) Bathroom Alteration with 2 Toilets

---

### **RECOMMENDATION**

The United Architectural Control and Standards Committee recommends the United Mutual Board approve the request for a bathroom alteration with 2 toilets with the conditions stated in Appendix A.

### **BACKGROUND**

Mr. Rahmani of 157-B Avenida Majorca, a Madrid style manor, requests Board approval of a variance for a bathroom alteration with 2 toilets.

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

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

### **DISCUSSION**

Mr. Rahmani is proposing to remodel the existing full bath in the manor and install a second toilet.

The existing bathroom will be expanded to include the space currently occupied by the 3' x 6' hall. The entry to the bathroom will be relocated to the wall adjacent to the dining room. A new shower stall will be installed between the two toilets to provide privacy separation. A dual basin vanity will be installed at the far wall of the bathroom as well.

Currently, there is one Mutual Consent open for the manor, which is the Alteration application regarding this bathroom remodel. The second toilet is a design field revision.

Staff seeks guidance from the Board regarding the variance request for the following reasons: the additional toilet within a split bathroom deviates from the standard fixtures. A standard plan for the bathroom split was permitted for this manor. The primary concern is that the layout is atypical for a narrow bathroom of this size. Proper fixture clearances will need to be verified by the City during plan check. Also, although it is not adding an additional bathroom to the manor, the additional toilet has the potential to have similar additional load to the waste plumbing. This existing plumbing lines need to meet size and slope fall of current code to accommodate the additional load.

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

A Neighbor Awareness Notice was sent to Units 157-A, 157-C, and 157-D, on September 7, 2021 due to sharing common walls, having line of sight, or being potentially affected during construction.

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

Variances for bathroom additions in the atrium have been approved by the Board for Manors 159-B in October 2014, 588-B and 729-B in November 2013 and 407-A in February 2008. and March 2017. Although not the same variance, they indicate approval of additional plumbing fixtures.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at **157-B**.

**Prepared By:** Richard de la Fuente, Alterations Inspector II

**Prepared By:** Gavin Fogg, Inspections Supervisor

Robbi Doncost, Manor Alterations Manager

#### **ATTACHMENT(S)**

Appendix A:	Conditions of Approval
Attachment 1:	Scope
Attachment 2:	Variance Application
Attachment 3:	Photos
Attachment 4:	Map
Attachment 5:	Resolution 01-21-xx

## APPENDIX A

### CONDITIONS OF APPROVAL

1. This approval does not change the number of bedrooms or the original maximum occupants permitted in the Unit.
2. Any piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations through framing.
3. No improvement shall be installed, constructed, modified or altered at **157-B**, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Manor Owner or Owners ("Manor Owner") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
4. A Variance for Alterations has been granted at **157-B** for a **Bathroom Alteration with two toilets**, subject to the attached plans stamped approved and is subject to a final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Manor Owner.
5. The resident is responsible for the submission of a valid mutual consent no later than 2 weeks from the date of the Variance approval. The expiration date of the Variance will then match the expiration date of the issuance of the Manor Alterations Mutual Consent for the improvements. If a valid Mutual Consent application is not submitted within said 2 weeks, then this Variance shall expire 180 days following the date of the Board approval of the Variance.
6. All construction must be completed within 180 days or 6 months from the later date of Board approval of the Variance and issuance of the Mutual Consent for start of demolition or construction work.
7. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Manor Owner at **157-B** and all future Mutual Manor Owners at **157-B**.

8. Prior to the issuance of a Mutual Consent for Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
9. Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
10. A City of Laguna Woods permit may be required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a Mutual Consent for Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.
11. Prior to the Issuance of a Mutual Consent for Alterations, the Shareholder must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed. The inspection will be a chargeable service to the Shareholder. Inspection appointments are to be made with Resident Services, by authorized persons only. Findings from the video inspection will be recorded on the chargeable service ticket for Alterations staff to review.
12. Prior to the Issuance of a Mutual Consent for Alternations, if required, the Manor Owner shall verify with Plumbing if the manor plumbing has been treated with an ePIPE Epoxy Barrier, to assure that Mutual property is appropriately addressed during construction. Any repair or connection to the epoxy coated pipe should be performed in such a manner that the repair or the remodel of the existing system does not damage the epoxy barrier. Before repairing or remodeling any ACE Duraflo epoxy barrier, call 800-359-6369 to ensure the proper technique is used for the specific repair or remodel.
13. Prior to the Issuance of a Mutual Consent for Alternations, the Manor Owner shall request a Maintenance and Construction Department inspection to assure that Mutual property is appropriately addressed during construction.
14. Manor Owner hereby consents to and grants to the Mutual and the Maintenance and Construction Department , and their representatives, a right of entry upon the

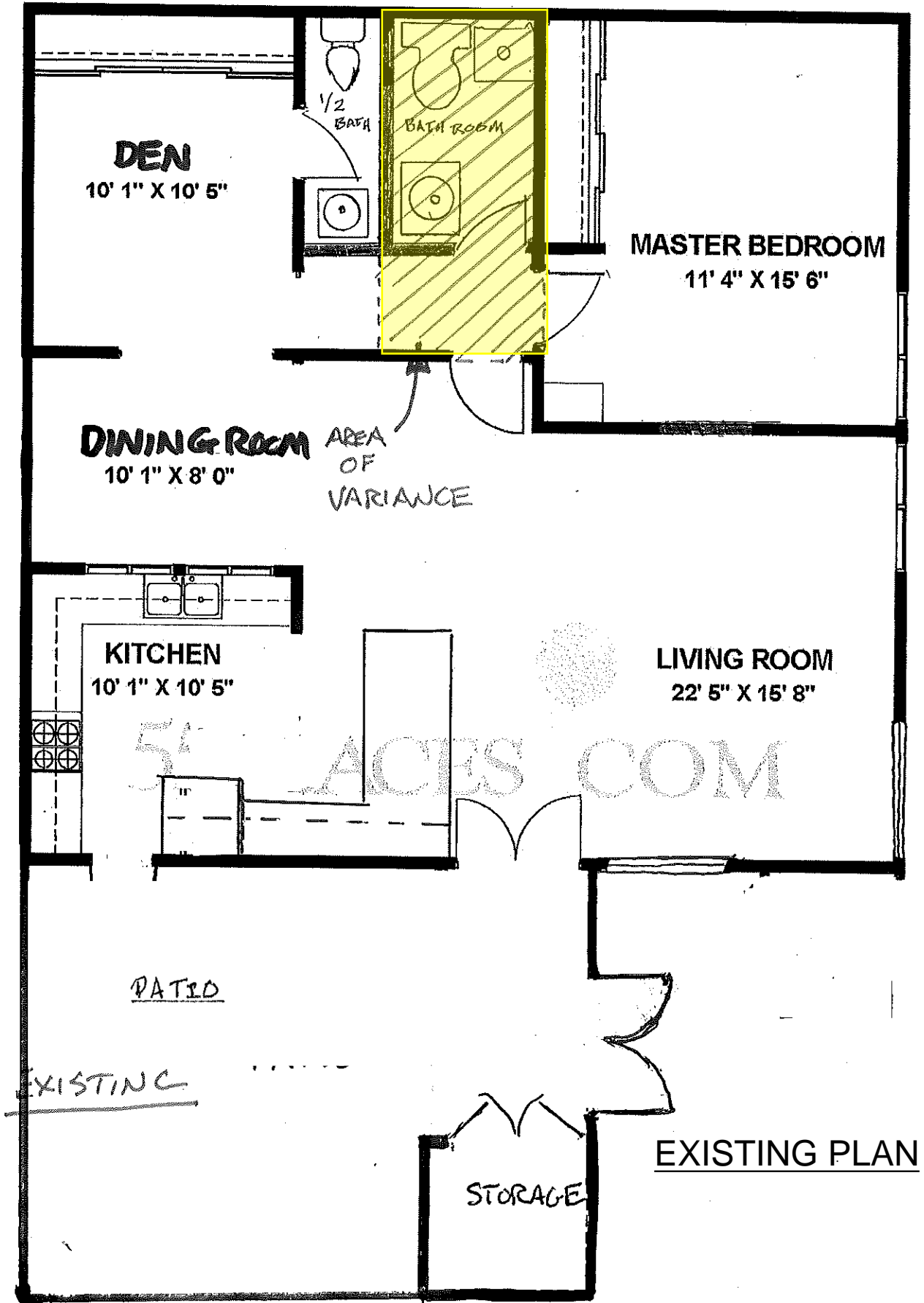
Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Department , and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.

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

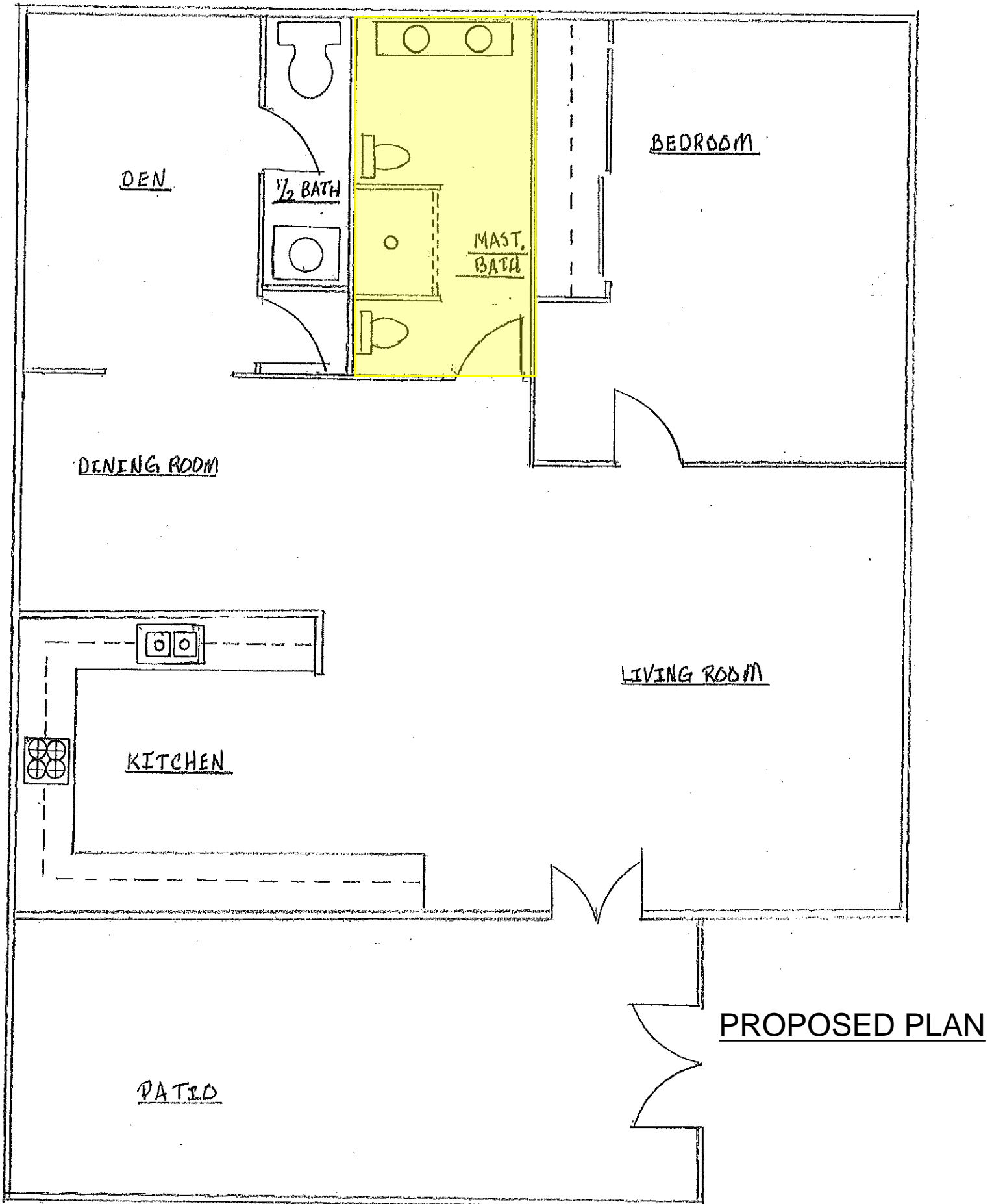
calling 949-580-1400. All dumpsters must conform to the Policy for Temporary Containers. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.

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

ATTACHMENT 1  
SCOPE OF WORK



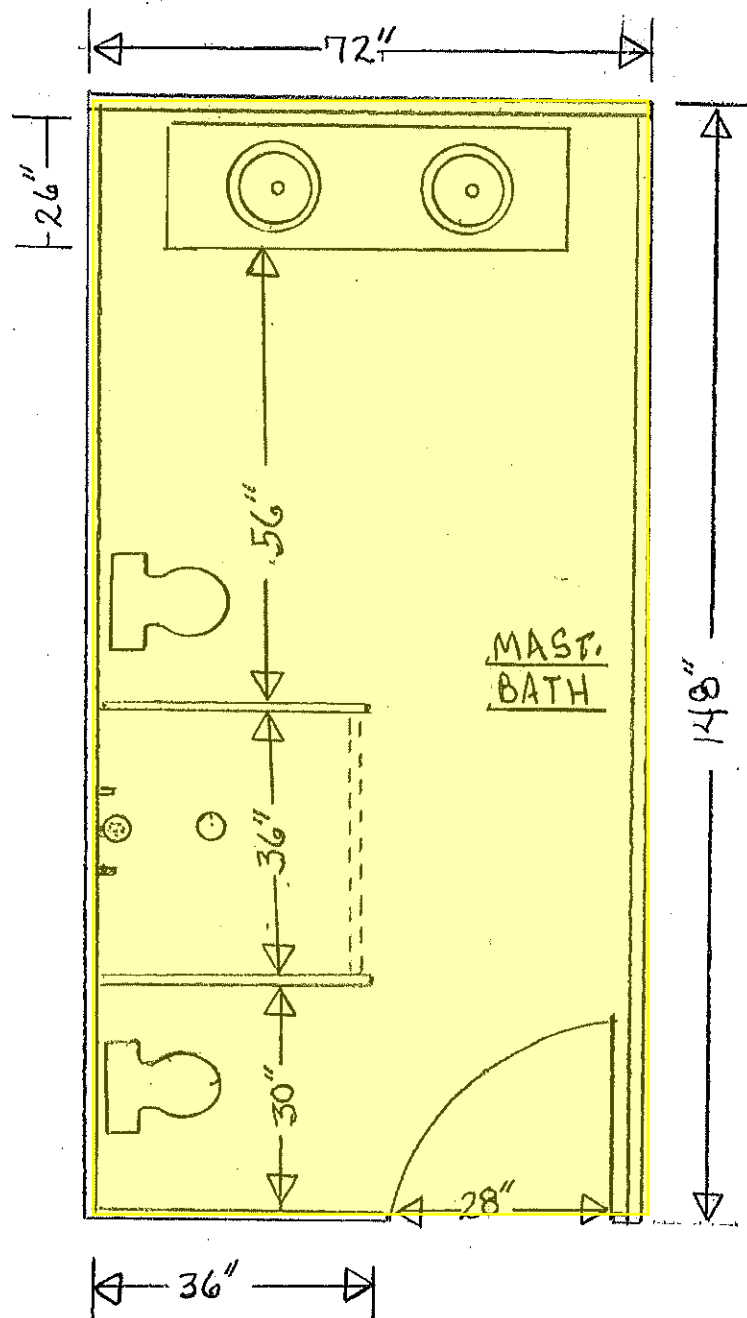
Page 8 of 14  
Proposed alteration plan. Master bath is broken out on next page.



✓



Proposed alteration to master bath



PROPOSED PLAN (ENLARGED)

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ATTACHMENT 2  
APPLICATION



MANOR # 157-B

☒ ULWM

☐ TLHM

Variance Request Form

SA 8161447

Model: Madrid	Plan: 4	Date: 8-20-21
Member Name: Sam Rahmani	Signature	
Phone: 702-587-4374	E-mail: samrmn@gmail.com	
Contractor Name/Co: Terry Dungan / Coastal Construction	Phone: 949-510-4101	E-mail: terry@coastalriskmanagement.com
Owner Mailing Address: (to be used for official correspondence) 157-B Avenida Majorca, Laguna Woods, CA 92637		

PAID  
08-30-21

Description of Proposed Variance Request ONLY:

Expand existing main bathroom to include the 3'x6' hall. Remove doorway to master bedroom and wall up. The bathroom will have a 56"x26" double sink vanity, 36"x36" shower and two (2) standard toilets.

Dimensions of Proposed Variance Alterations ONLY:

Remodeled bathroom that was 6'x9' will be increase to 6'x12'.

FOR OFFICE USE ONLY

RECEIVED BY: RJIF DATE RECEIVED: 08/23/21 Check# CC BY: NA

Alteration Variance Request

Check Items Received:

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

Complete Submittal Cut Off Date:

Meetings Scheduled:

Third AC&S Committee (TACSC): \_\_\_\_\_

United M&C Committee: \_\_\_\_\_

Board Meeting: \_\_\_\_\_

- ☐ Denied
- ☐ Approved
- ☐ Tabled
- ☐ Other: \_\_\_\_\_

(308465)

v.1.18

1. No person shall make any alteration of, make any addition to, or remove any portion of any real property owned, managed or controlled by the Corporation without the prior written approval of the Corporation as evidenced by a Mutual Consent for Manor Alteration Issued by the Corporation.
2. Concurrently with this application the following documents shall be submitted together with the required fee pursuant to Clause 10 herein.
  - a) A description of the proposed work to be performed.
  - b) If the proposed work is to be performed by a contractor, a copy of the written agreement covering the proposed work, executed by the member and the contractor.
  - c) If applicable, a building permit issued by the City of Laguna Woods, County of Orange, State of California.
  - d) Upon its submission, each of said documents shall be incorporated by reference and become a part of this application.
3. Any contractor who proposes to perform the work:
  - a) Shall be licensed as a contractor as required by the laws of the State of California, and shall present evidence thereof to the Corporation.
  - b) Shall maintain in force Commercial General Liability Insurance and Workers Compensation Insurance satisfactory to the Corporation. A performance bond and a labor and material bond may be required at the option of the Corporation.
  - c) Shall complete, verify and file with the Corporation, a Construction Contractor Pass Application, and shall promptly notify the Corporation of any change in the information provided in such application until such time as any warranties required in Clause 5 shall expire.
  - d) Shall identify all vehicles and persons with involved in performance of the work in a manner satisfactory to the Corporation, and surrender upon demand of the Corporation all identification credentials (such as passes which may have been supplied to them); such credentials remaining at all times the property of the Corporation.
  - e) Hereby warrants that all work to be performed shall be free from defective workmanship and materials for a period of not less than one year from the date of final inspection by the Corporation as provided herein.
  - f) Shall perform all work to the satisfaction of the Corporation, subject to the inspection of the Corporation as provided in Clause 10 herein.
  - g) Shall indemnify and hold harmless the Corporation, Golden Rain Foundation of Laguna Woods, their officers, directors, agents and sureties pursuant to Clause 7 herein.
  - h) Shall keep the real property on which the work is to be performed free of all liens or claims pursuant to Clause 11 herein.
  - i) Shall comply with all applicable laws, plans, rules and regulations pursuant to Clause 4 herein.
  - j) Shall promptly commence the work and diligently prosecute the same to completion without unduly inconveniencing the member and neighboring residents and upon completion, file a request for final inspection with the Corporation on a form provided by the Corporation.
4. The member and contractor, shall comply at all times with:
  - a) All federal, state and local laws, ordinances, codes and regulations.
  - b) The plans and specifications or other description(s) of the work submitted to and approved by the Corporation.
  - c) All rules and regulations of the Corporation and all other corporations owning, controlling or managing real property in Laguna Woods Village®, Laguna Woods, California.
5. The member and the contractor, if any, hereby agree that any defects due to faulty materials or workmanship which appear within one year, or such greater period may be guaranteed by the contractor, if any, after final inspection by the Corporation, shall be corrected by and at the expense of the member and/or the contractor, if any, as the Corporation may, in its sole discretion, determine.
6. The member and the contractor, if any: understand that Village Management Services, Inc. is the Management Agent for the Corporation and is authorized act on behalf of the Corporation and to approve any application for Mutual Consent for Manor Alteration, if it complies with the requirements established by the Corporation. Notwithstanding any other provision herein, the Managing Agent is authorized to disapprove any application or revoke any approval after issuance if, in the sole judgment of the Management Agent, such disapproval or revocation may be in the best interest of the Corporation.
7. The member and the contractor, if any, agree to indemnify, defend and hold harmless the Corporation, Golden Rain Foundation of Laguna Woods, their officers, directors, agents and sureties from any and all claims, liens, liabilities, costs, expenses, fines, penalties or fees arising out of the work, including attorney's fees and court costs as may be incurred in defending against any such claims, liens, liabilities, costs, expenses, fines, penalties or fees.
8. Approval of this application shall not be deemed to create any right to approval of any other such application on the part of the member.
9. Approval of this application shall not create any right to the approval of any other application involving the same or similar work proposed to be performed by such contractor.
10. Concurrent with this application the member shall pay the current fee pursuant to the schedule of fees as determined by the Corporation from time to time. The Corporation may inspect and inquire into the status the work and may make a final inspection within 30 days after receipt of a written request for final inspection on a form provided by the Corporation from the member or contractor. No inspection by the Corporation shall constitute a waiver of any right of the Corporation or a release of any obligation or duty of the contractor or member hereunder, or warranty that the work has been completed properly or complies with applicable laws, ordinances, codes or regulations.
11. The real property on which the work is performed shall be kept free from liens or claims of mechanics, material men, subcontractors and others connected with the work. The contractor, if any, agrees to waive all rights for liens for any amount claimed to be due to the contractor from the member and agrees to execute release(s) of liens or other documents as requested by the Corporation, converting all work, labor and materials, including equipment and fixtures of all kinds, performed or furnished in connection with the work.
12. The contractor, if any, agrees that the issuance of a Mutual Consent for Manor Alteration shall constitute permission to the contractor, his subcontractors, agents and employees to Laguna Woods Village®, Laguna Woods, for such purposes and times as are reasonable and necessary for the prompt and efficient performance of the work. Such permission may be revoked by the Corporation at any time, with or without cause, as to the contractor, his subcontractors, agents and employees, or as to any of them.
13. The member hereby agrees to be responsible for the maintenance and repair of all additions or alterations created by the work, except for damage caused by or resulting from the gross negligence or willful misconduct of the Corporation, its officers, directors or agents. Notwithstanding any provision of any agreement between the contractor and the member to the contrary, no more than ninety per cent (90%) of the contract price for the work shall be paid by the member until the work has been completed and inspected as provided herein. In the event that legal proceedings are instituted by or against the Corporation in connection with this application or the work, the member and the contractor jointly and severally agree to pay the Corporation all costs and expenses of such proceedings including reasonable attorney's fees. The member and the contractor, if any, understand that Village Management Services, Inc. is the Management Agent for the Corporation and is authorized act on behalf of the Corporation and to approve any application for Mutual Consent for Manor Alteration, if it complies with the requirements established by the Corporation. Notwithstanding any other provision herein, the Managing Agent is authorized to disapprove any application or revoke any approval after issuance if, in the sole judgment of the Management Agent, such disapproval or revocation may be in the best interest of the Corporation.

Signature of Member: \_\_\_\_\_

Date: 8-20-21

Page 2 of 2

## ATTACHMENT 3 PHOTOS



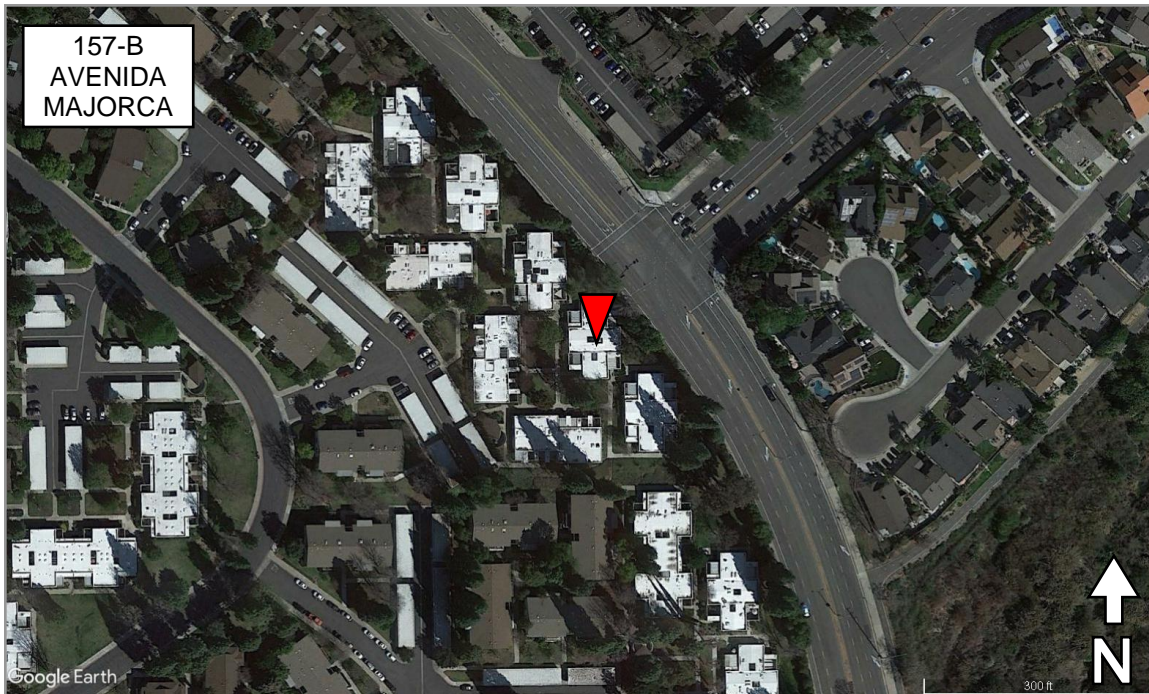
EXISTING HALL CLOSET AND BATHROOM



EXISTING BATHROOM



## ATTACHMENT 4 AERIALS



**RESOLUTION 01-21-XX**

**Variance Request**

**WHEREAS**, Mr. Rahmani of 157-B Avenida Majorca, a Madrid style manor, is requesting Board approval of a variance to remodel a bathroom with two toilets, and,

**WHEREAS**, a Neighborhood Awareness Notice was sent to Owners of affected units September 7, 2021, notifying them that an application to make an alteration to a neighboring unit had been made and that comments or objections could be made in writing to the Architectural Controls and Standards Committee or in person at the Architectural Controls and Standards Committee Meeting on September 16, 2021.

**NOW THEREFORE BE IT RESOLVED**, on October 14, 2021, the Board of Directors hereby approves/denies the request to remodel a bathroom with two toilets;

**RESOLVED FURTHER**, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 157-B Avenida Majorca and all future Mutual members at 157-B Avenida Majorca;

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

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## STAFF REPORT

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**DATE:** October 14, 2021  
**FOR:** United Mutual Board  
**SUBJECT:** Variance Request: Mr. Blake Stephens of 250-H Calle Aragon  
(Granada, Plan 10A) 250-H Bathroom Alteration, Kitchen Remodel,  
and French Doors

---

### **RECOMMENDATION**

The United Architectural Control and Standards Committee recommends the United Mutual Board approve the request for a bathroom addition, kitchen remodel, and French doors with the conditions stated in Appendix A.

### **BACKGROUND**

Mr. Stephens of 250-H Calle Aragon, a Granada style manor, requests Board approval of a variance for a bathroom addition, kitchen remodel, and French doors.

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

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

### **DISCUSSION**

Mr. Stephens is proposing to remodel the existing kitchen, split the bathroom and install (2) sets of French doors into the sunroom, as part of a large remodel project.

The existing bathroom will be expanded to include the space currently occupied by the Bedroom 1 closet, and be split into 2 bathrooms. The entry to one bathroom will be located in bedroom 1, making it a master suite. This bathroom will include a new shower enclosure. The entry to the other bathroom will be located in roughly the existing location. This bathroom will include a tub/shower.

The kitchen cabinetry and appliances are to be remodeled to accommodate new French doors opening into the existing sunroom. This will include a new window above the relocated sink.

The existing door to the sunroom from Bedroom 1 is to be infilled and new French doors are to be installed adjacent to it as the new access to the sunroom.

Additionally, the dual entry doors shall be replaced with a single 42" wide entry door, which is allowed by standards.

Currently, there is one Mutual Consent open for the manor, which is the Alteration application regarding this remodel.

Staff recommends approval from the Board regarding the variance request for the following reasons. Although this bathroom addition expands the area of the bathrooms,

there is a standard plan for the bathroom split available for this manor. The new French doors into the existing sunroom, although technically “exterior” doors, are functioning as interior doors allowing access from one enclosed space to another. The new kitchen window faces onto the entry porch and is screened by the existing storage cabinet.

The existing plumbing lines need to meet size and slope fall of current code to accommodate the additional load.

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

A Neighbor Awareness Notice was sent to Units 250-A, 250-B, 250-G, 251-A, and 251-D on September 7, 2021 due to sharing common walls, having line of sight, or being potentially affected during construction.

In 2007, a variance was approved for converting a kitchen window to a French door for manor 407-A.

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

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at **250-H**.

**Prepared By:** Richard de la Fuente, Alterations Inspector II

**Prepared By:** Gavin Fogg, Inspections Supervisor

Robbi Doncost, Manor Alterations Manager

#### **ATTACHMENT(S)**

Appendix A:	Conditions of Approval
Attachment 1:	Scope
Attachment 2:	Variance Application
Attachment 3:	Photos
Attachment 4:	Map
Attachment 5:	Resolution 01-21-xx

## APPENDIX A

### CONDITIONS OF APPROVAL

1. This approval does not change the number of bedrooms or the original maximum occupants permitted in the Unit.
2. Any piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations through framing.
3. No improvement shall be installed, constructed, modified or altered at **250-H**, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Manor Owner or Owners ("Manor Owner") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
4. A Variance for Alterations has been granted at **250-H** for a **Bathroom Alteration, Kitchen Remodel, French Doors and Entry Door**, subject to the attached plans stamped approved and is subject to a final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Manor Owner.
5. The resident is responsible for the submission of a valid mutual consent no later than 2 weeks from the date of the Variance approval. The expiration date of the Variance will then match the expiration date of the issuance of the Manor Alterations Mutual Consent for the improvements. If a valid Mutual Consent application is not submitted within said 2 weeks, then this Variance shall expire 180 days following the date of the Board approval of the Variance.
6. All construction must be completed within 180 days or 6 months from the later date of Board approval of the Variance and issuance of the Mutual Consent for start of demolition or construction work.
7. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Manor Owner at **250-H** and all future Mutual Manor Owners at **250-H**.

8. Prior to the issuance of a Mutual Consent for Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
9. Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
10. A City of Laguna Woods permit may be required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a Mutual Consent for Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.
11. Prior to the Issuance of a Mutual Consent for Alterations, the Shareholder must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed. The inspection will be a chargeable service to the Shareholder. Inspection appointments are to be made with Resident Services, by authorized persons only. Findings from the video inspection will be recorded on the chargeable service ticket for Alterations staff to review.
12. Prior to the Issuance of a Mutual Consent for Alternations, if required, the Manor Owner shall verify with Plumbing if the manor plumbing has been treated with an ePIPE Epoxy Barrier, to assure that Mutual property is appropriately addressed during construction. Any repair or connection to the epoxy coated pipe should be performed in such a manner that the repair or the remodel of the existing system does not damage the epoxy barrier. Before repairing or remodeling any ACE Duraflo epoxy barrier, call 800-359-6369 to ensure the proper technique is used for the specific repair or remodel.
13. Prior to the Issuance of a Mutual Consent for Alternations, the Manor Owner shall request a Maintenance and Construction Department inspection to assure that Mutual property is appropriately addressed during construction.
14. Prior to the issuance of a Mutual Consent for Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or

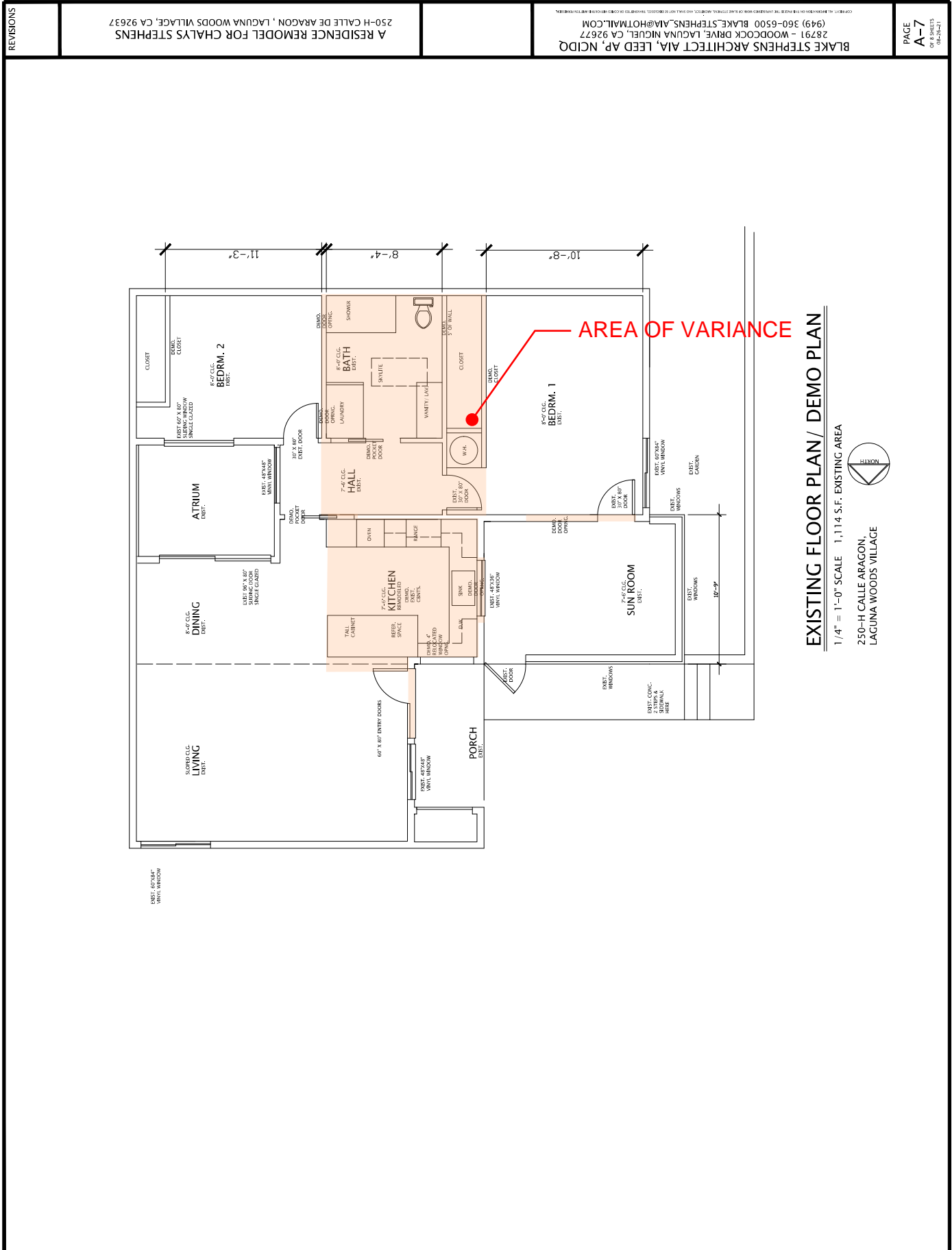
taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "United Laguna Woods Mutual Color Selections" at Resident Services, located at the Community Center first floor.

15. Manor Owner hereby consents to and grants to the Mutual and the Maintenance and Construction Department, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Department, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
16. Manor Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, damage to Mutual property, and use of Mutual property for storage of equipment or materials without prior approval. Manor Owner acknowledges and agrees that all such persons are his/her invitees. Manor Owner shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations. Manor Owner shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment or other charge levied in connection therewith.
17. Manor Owner is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.
18. Manor Owner's contractors and other invitees shall travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
19. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards, Policies and Guidelines. See <http://www.lagunawoodsvillage.com>.
20. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
21. During construction, both the Mutual Consent for Alterations and the City Building Permit must be on display for public view at all times in a location approved by the

Division.

22. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
23. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. All dumpsters must conform to the Policy for Temporary Containers. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
24. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
25. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
26. The Mutual Consent for Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
27. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, unpaid assessments, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Manor Owner. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
28. Mutual Manor Owner shall indemnify, defend and hold harmless United and its officers, directors, committee Manor Owners and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual Manor Owner's improvements and installation, construction, design and maintenance of same.

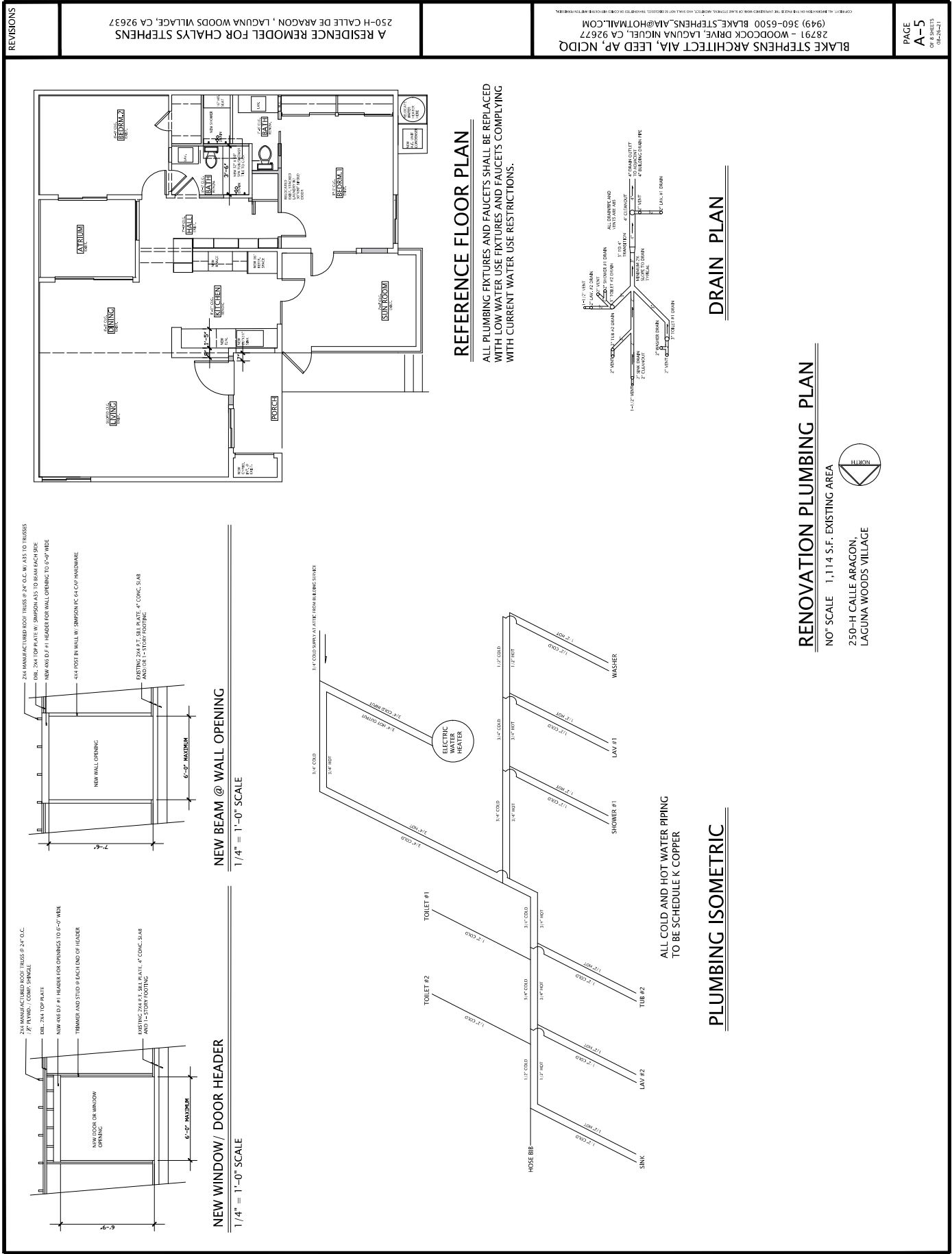
# ATTACHMENT 1 SCOPE OF WORK

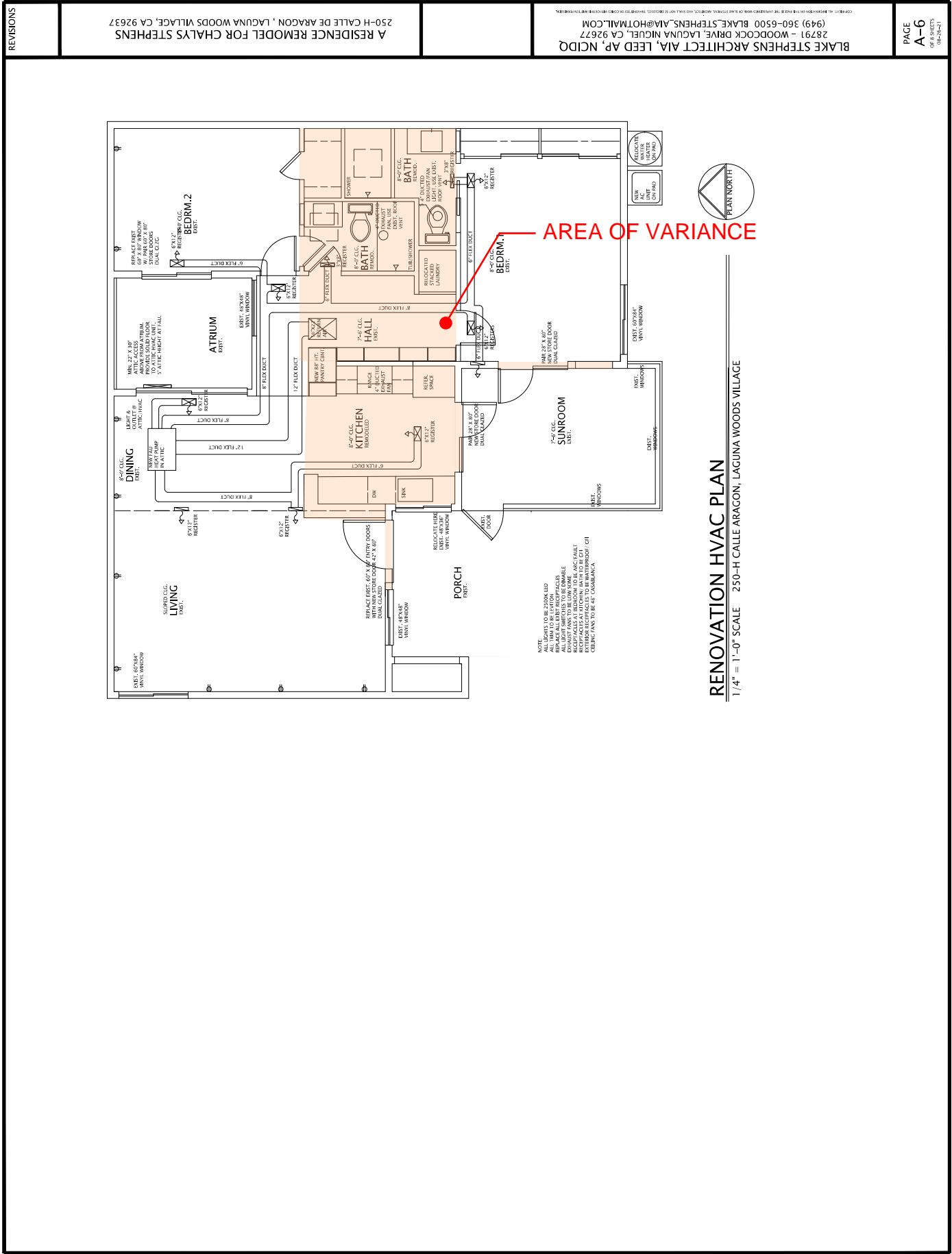












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ATTACHMENT 2  
APPLICATION

MANOR # 250-H

☐ ULWM ☐ TLHM

Variance Request Form

SA \_\_\_\_\_

Model:	Plan:	Date:
Member Name: <b>CHALYS &amp; BLAKE STEPHENS</b>	Signature 	
Phone: <b>949-360-6500</b>	E-mail: <b>BLAKE-STEPHENS-AIA@HOTMAIL.COM</b>	
Contractor Name/Co: <b>COASTAL CONST. SERVICES</b>	Phone: <b>949-831-7809</b>	E-mail: <b>FRED@COASTALRISKMANAGEMENT.COM</b>
Owner Mailing Address: (to be used for official correspondence) <b>250-H CALLE ARAGON, LAGUNA WOODS, CA. 92637</b>		

Description of Proposed Variance Request ONLY: ① REMOVE DOUBLE ENTRY DOOR & REPLACE WITH A SINGLE FRONT DOOR. ② RELOCATE WINDOW FROM WALL ABOVE ORIGINAL KET. SINK LOCATION & INSTALL IN WALL NEXT ENTRANCE & ABOVE NEW SINK LOCATION. ③ CUT OPENINGS IN 2 WALLS NEXT TO SUN ROOM & INSTALL 2 FRENCH DOORS. ④ REMOVE CLOSE CABINET & CLOSET IN MASTER BED. ADD LAUNDRY, TOILET & VANITY w/ ACCESS FROM M.B. NEW WALL TO DIVIDE ORIGINAL M. BATH & CREATE A SECOND BATH ROOM (GUEST BATH) STRUCTURAL BEAM ADDED TO SUPPORT TRUSS ENDS.

Dimensions of Proposed Variance Alterations ONLY:

- ① NEW ENTRY DOORS - 42" x 84"
- ② KITCHEN SINK WINDOW - 36" x 48"
- ③ 2 NEW FRENCH DOORS - ~~ONE~~ PAIR 28" x 80" EACH
- ④ LAUNDRY - 2'8" x 2'7", NEW M. BATH 45.4 SQ FT, NEW GUEST BATH 39.1 SQ FT  
NEW GUEST CLOSET - 15 SQ FT

FOR OFFICE USE ONLY

RECEIVED BY: \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_ Check# \_\_\_\_\_ BY: \_\_\_\_\_

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



ATTACHMENT 3  
PHOTOS



EXISTING ENTRY AND SUNROOM



EXISTING ENTRY APPROACH



EXISTING KITCHEN



EXISTING BATHROOM





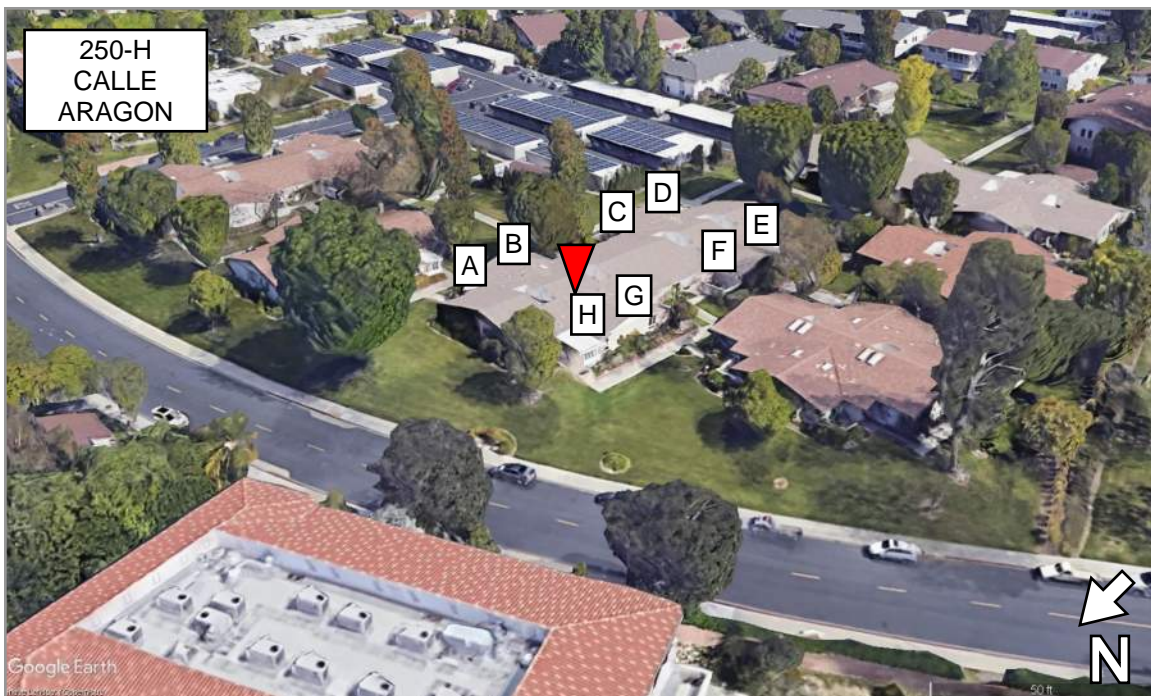
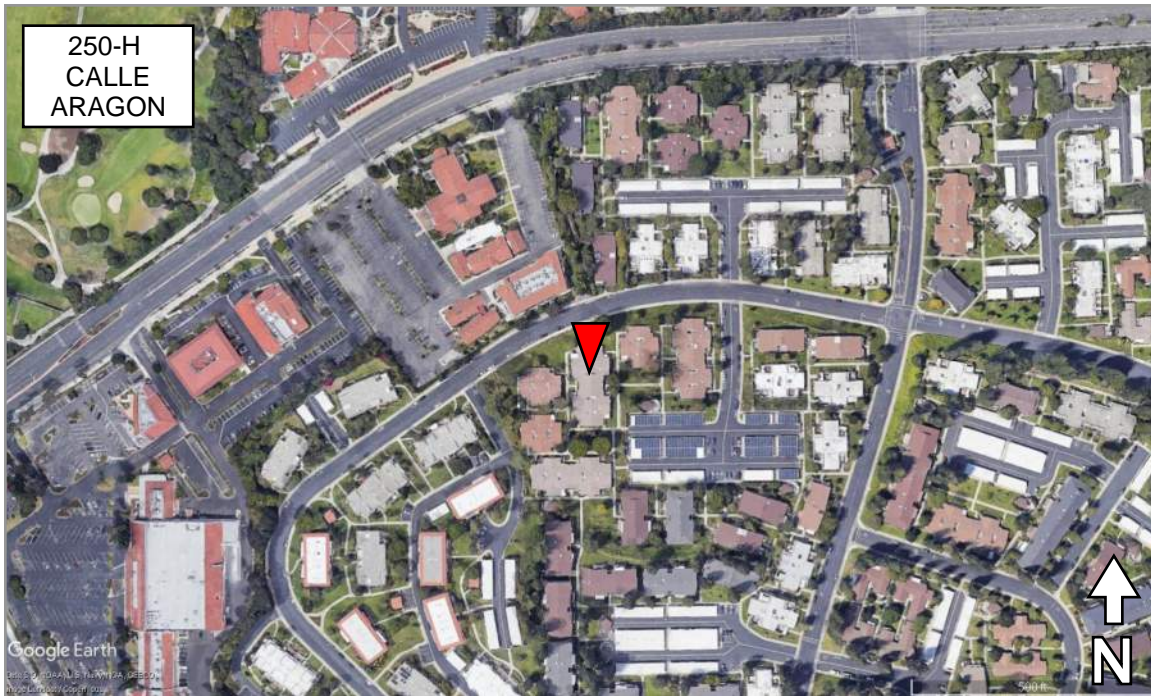
EXISTING WASHER AND DRYER



EXISTING SUNROOM INTERIOR



## ATTACHMENT 4 AERIALS



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**RESOLUTION 01-21-XX**

**Variance Request**

**WHEREAS**, Mr. Stephens of 250-H Calle Aragon, a Granada style manor, is requesting Board approval of a variance to add a bathroom addition, kitchen remodel, and french doors, and,

**WHEREAS**, a Neighborhood Awareness Notice was sent to Owners of affected units September 7, 2021, notifying them that an application to make an alteration to a neighboring unit had been made and that comments or objections could be made in writing to the Architectural Controls and Standards Committee or in person at the Architectural Controls and Standards Committee Meeting on September 16, 2021.

**NOW THEREFORE BE IT RESOLVED**, on October 14, 2021, the Board of Directors hereby approves/denies the request to add a bathroom addition, kitchen remodel, and french doors;

**RESOLVED FURTHER**, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 250-H Calle Aragon and all future Mutual members at 250-H Calle Aragon;

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

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## STAFF REPORT

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**DATE:** October 14, 2021  
**FOR:** United Mutual Board  
**SUBJECT:** Variance Request: Ms. Bernice Lawton of 773-C (Cordoba, 1A4R)  
Room Addition on Existing Front Patio, a Bathroom Addition, and  
Enlarged Bedroom Window

---

### **RECOMMENDATION**

The United Architectural Control and Standards Committee recommends the United Mutual Board approve the request for a room addition on the front patio, a bathroom addition, and an enlarged bedroom window with the conditions stated in Appendix A.

### **BACKGROUND**

Ms. Lawton of 773-C Avenida Sevilla, a Cordoba style manor, requests ACSC and Board approval of a variance for a room addition on the front patio, a bathroom addition, and an enlarged bedroom window.

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

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

### **DISCUSSION**

Ms. Lawton is proposing to create a room addition extending the kitchen into the existing enclosed front patio by retaining the existing walls, windows, and roof, pouring a new concrete slab to raise the floor to match the rest of the unit and installing a new wood framed wall with stucco to match the existing wall. Walls and ceiling will be insulated.

The 12'-11" X 10'-4" room addition extends the kitchen by removing the existing wall with the kitchen sink. The sink will be relocated. A new wall adjacent to the entry gate will enclose the new kitchen space. Where the new wall intersects the exterior patio wall, the screen block will be removed and the wall patched and painted to match existing. Access from the kitchen extension to the patio will be through a new 8' x 6'-8" sliding folding door.

Also, a new master bathroom is to be built into the existing enclosed atrium. Along with the proposed bathroom split of the existing Jack-and-Jill bathroom, this will result in a Master Suite, a Guest Suite, and a powder room.

Additionally, the existing narrow casement window will be removed and the opening enlarged to accommodate a new 5'-2" x 5'-7" window to match the guest bedroom.

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

Staff recommends approval of the variance request for the following reasons: the existing casement window at the master bedroom is narrow, and by enlarging the window it

provides for better fire egress; the new window provides a consistent window size across the exterior elevation; the kitchen extension/addition is very similar to a standard plan for the Cordoba style manor (breakfast nook addition).

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

A Neighbor Awareness Notice was sent to Units 758-C, 758-D, 771-B, 771-C, 772-B, and 772-C, on August 27, 2021 due to sharing common walls, having line of sight, or being potentially affected during construction.

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

Variances for bathroom additions in the atrium have been approved by the Board for Manors 159-B in October 2014, 588-B and 729-B in November 2013 and 407-A in February 2008. Whole patio room additions can be approved via Architectural Standard plan 8 for Cordoba AB04 models and breakfast room additions approved via Architectural Standard plan 4 for 1A4 models.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 773-C.

**Prepared By:** Richard de la Fuente, Alterations Inspector II

**Prepared By:** Gavin Fogg, Inspections Supervisor

Robbi Doncost, Manor Alterations Manager

#### **ATTACHMENT(S)**

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

## APPENDIX A

### CONDITIONS OF APPROVAL

1. This approval does not change the number of bedrooms or the original maximum occupants permitted in the Unit.
2. Any piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations through framing.
3. No improvement shall be installed, constructed, modified or altered at **773-C**, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Manor Owner or Owners ("Manor Owner") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
4. A Variance for Alterations has been granted at **773-C** for a **Breakfast Room Addition and to Enlarge Master Bedroom Window**, subject to the attached plans stamped approved and is subject to a final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Manor Owner.
5. The resident is responsible for the submission of a valid mutual consent no later than 2 weeks from the date of the Variance approval. The expiration date of the Variance will then match the expiration date of the issuance of the Manor Alterations Mutual Consent for the improvements. If a valid Mutual Consent application is not submitted within said 2 weeks, then this Variance shall expire 180 days following the date of the Board approval of the Variance.
6. All construction must be completed within 180 days or 6 months from the later date of Board approval of the Variance and issuance of the Mutual Consent for start of demolition or construction work.
7. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Manor Owner at **773-C** and all future Mutual Manor Owners at **773-C**.



8. Prior to the issuance of a Mutual Consent for Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
9. Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
10. A City of Laguna Woods permit may be required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a Mutual Consent for Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.
11. Prior to the issuance of a Mutual Consent for Alterations, if required, a Mutual Roof Alteration Notification ("Tie-In Form") must be submitted to the Division. All roof tie-ins must be performed by a C-39 Licensed Contractor. The Manor Owner may hire a C-39 Licensed Contractor of his/her own choice to perform roof tie-ins for the installation of solar panels on all roof types except PVC Cool Roofs. For PVC Cool Roofs, regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Manor Owner's expense. All tie-ins may only be made to sound structural elements. Existing structural elements proposed to be tied to, which exhibit signs of dry rot or other structural defects, must first be replaced or repaired at the Manor Owner's expense during construction of the improvement.
12. Prior to the Issuance of a Mutual Consent for Alterations, the Manor Owner shall request a Landscape Department inspection in order to assure all landscape, irrigation, and drainage modifications associated with the improvements are identified and completed by the Landscape Department at the expense of the Manor Owner. All gutter drainage shall be directed away from structures, free standing walls, foundations, and pedestrian walkways.
13. Prior to the Issuance of a Mutual Consent for Alterations, the Shareholder must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed. The inspection will be a chargeable service to the Shareholder. Inspection appointments are to be made with Resident Services, by



authorized persons only. Findings from the video inspection will be recorded on the chargeable service ticket for Alterations staff to review.

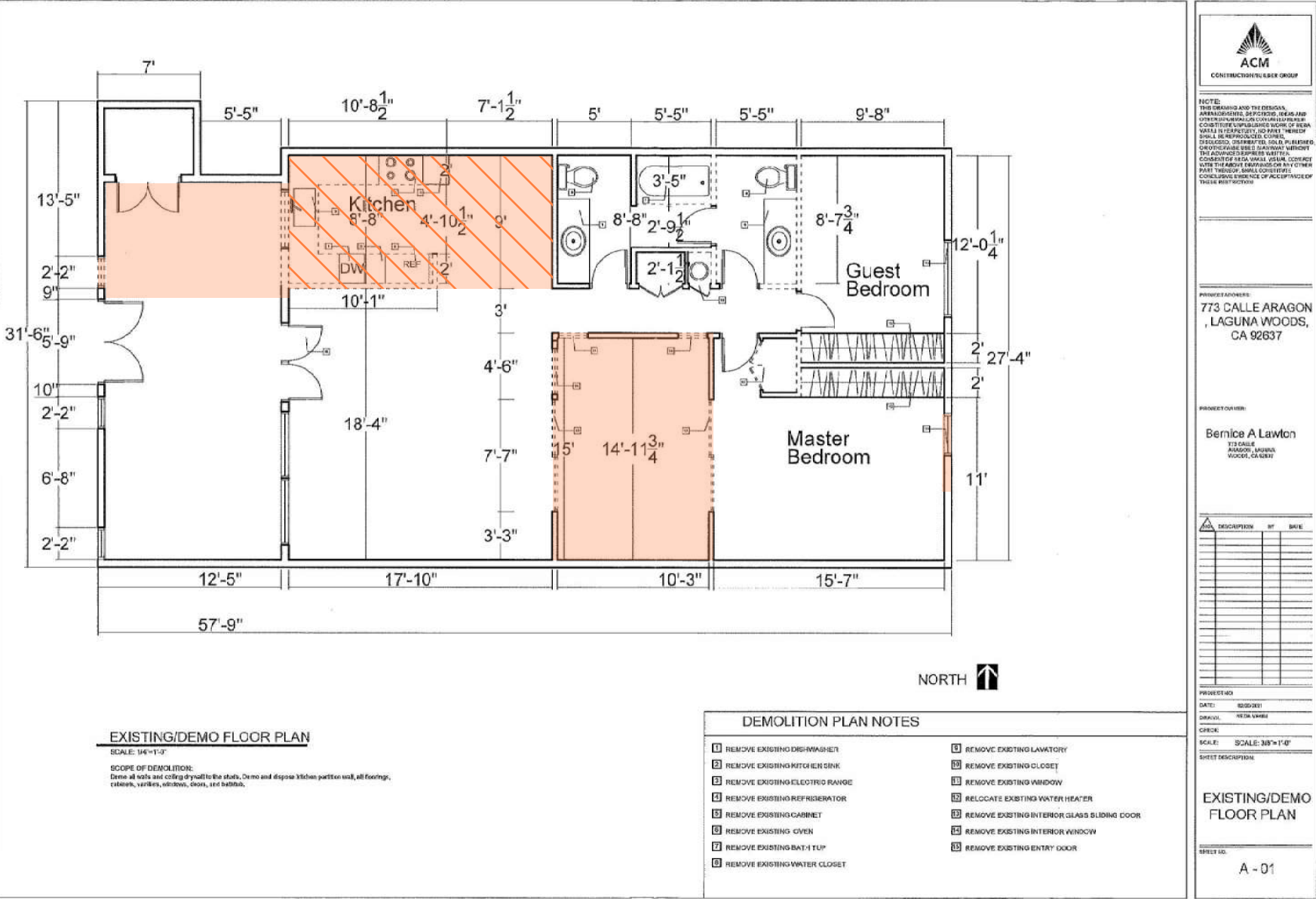
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15. Prior to the Issuance of a Mutual Consent for Alternations, if required, the Manor Owner shall verify with Plumbing if the manor plumbing has been treated with an ePIPE Epoxy Barrier, to assure that Mutual property is appropriately addressed during construction. Any repair or connection to the epoxy coated pipe should be performed in such a manner that the repair or the remodel of the existing system does not damage the epoxy barrier. Before repairing or remodeling any ACE Duraflo epoxy barrier, call 800-359-6369 to ensure the proper technique is used for the specific repair or remodel.
16. Prior to the issuance of a Mutual Consent for Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "United Laguna Woods Mutual Color Selections" at Resident Services, located at the Community Center first floor.
17. Manor Owner hereby consents to and grants to the Mutual and the Maintenance and Construction Department , and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Department , and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
18. Manor Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, damage to Mutual property, and use of Mutual property for storage of equipment or materials without prior approval. Manor Owner acknowledges and agrees that all such persons are his/her invitees. Manor Owner shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations. Manor Owner shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment or other charge levied in connection therewith.
19. Manor Owner is responsible for following the gate clearance process

(<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.

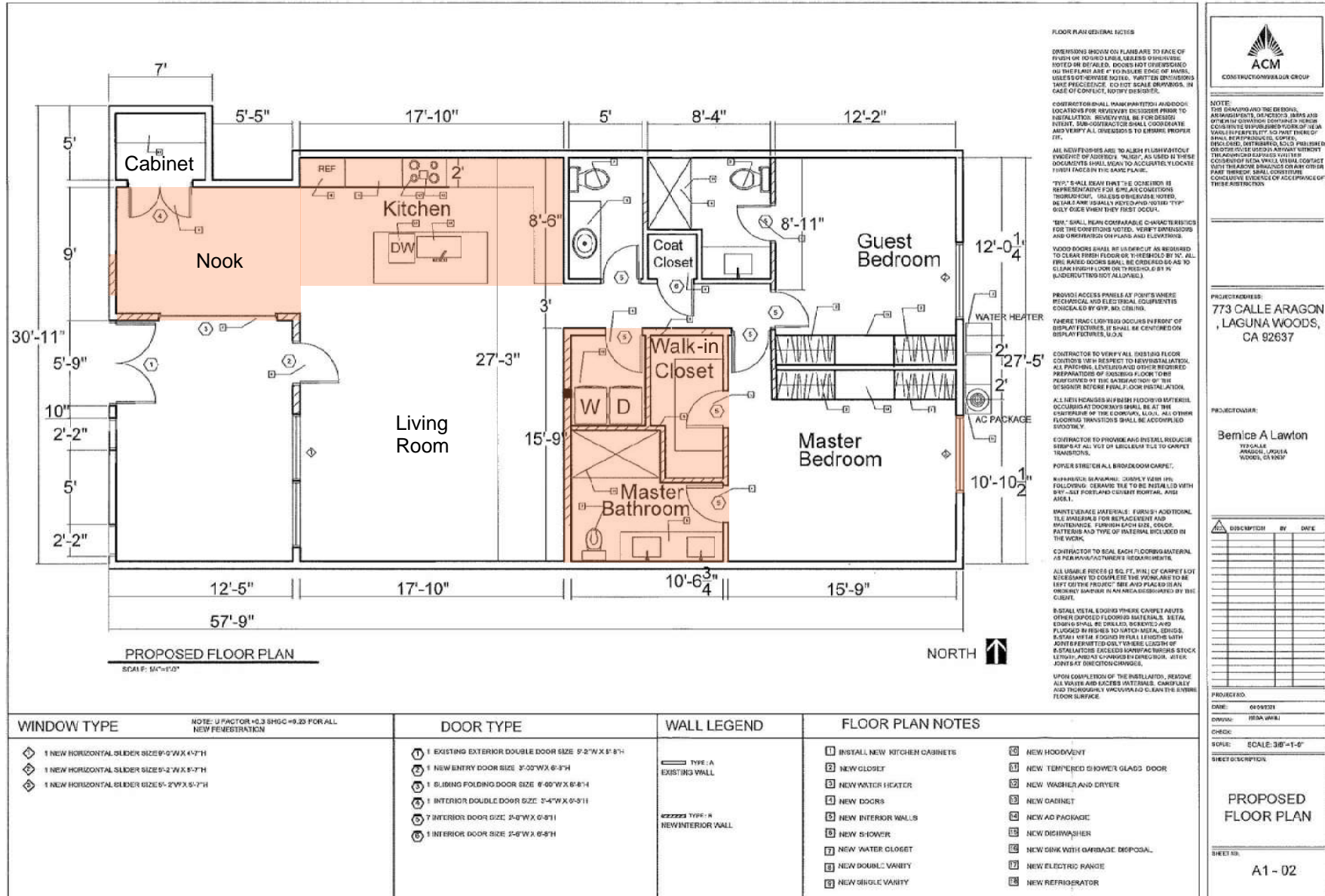
20. Manor Owner's contractors and other invitees shall travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
21. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards, Policies and Guidelines. See <http://www.lagunawoodsvillage.com>.
22. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
23. During construction, both the Mutual Consent for Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
24. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
25. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. All dumpsters must conform to the Policy for Temporary Containers. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
26. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
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28. The Mutual Consent for Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
29. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, unpaid assessments, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Manor Owner. Such fines lef

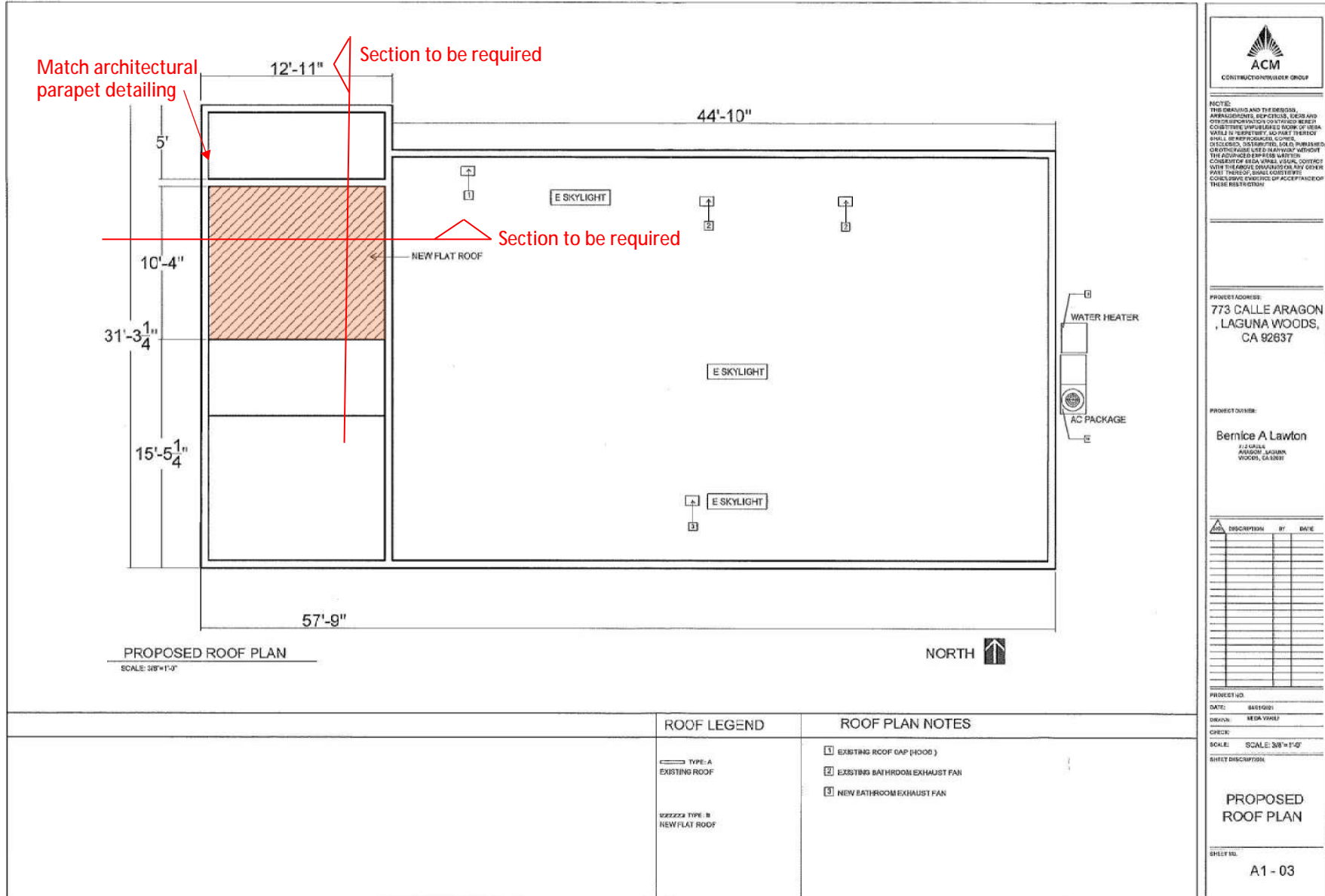
t unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.

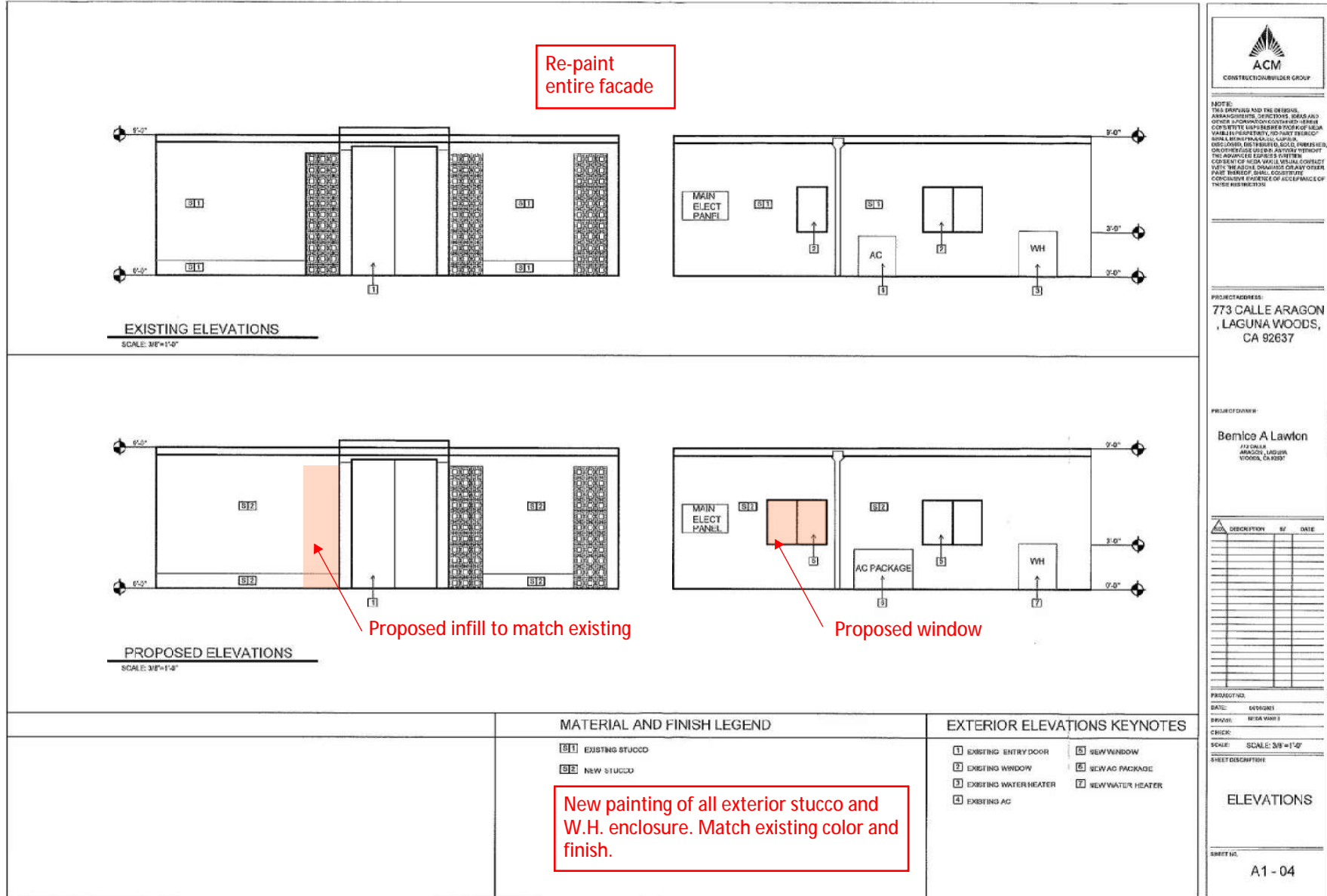
30. Mutual Manor Owner shall indemnify, defend and hold harmless United and its officers, directors, committee Manor Owners and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual Manor Owner's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



ATTACHMENT 1  
SCOPE OF WORK







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ATTACHMENT 2  
APPLICATION

MANOR # 773-C

☒ ULWM ☐ TLHM

Variance Request Form

SA

<b>Model:</b> Cordoba	<b>Plan:</b>	<b>Date:</b> 03/29/2021
<b>Member Name:</b> Bernice A Lawton	<b>Signature</b> <i>Bernice A Lawton</i>	
<b>Phone:</b> 559-288-1826	<b>Email:</b> jbmaningo@sbcglobal.net	
<b>Contractor Name/Co:</b> ACM Construction/ Builder Group	<b>Phone:</b> 949-892 9908	<b>Email:</b> neda@acmbuilder.com

**Description of Proposed Variance Request ONLY:**

1- kitchen extension/ addition. 2- In large the existing bedroom window. 3- Bathroom addition.

4 - New patio entry way revision.

**Dimensions of Proposed Variance Alterations ONLY:**

124 sq. ft. nook, 162 sq. ft. kitchen and 181 sq. ft. bathroom

**FOR OFFICE USE ONLY**

RECEIVED BY: \_\_\_\_\_ DATE RECEIVED: 04/09/21 Check# \_\_\_\_\_ BY: \_\_\_\_\_

<b>Alteration Variance Request</b>	<b>Complete Submittal Cut Off Date:</b>
<b>Check Items Received:</b> <input type="checkbox"/> Drawing of Existing Floor Plan <input type="checkbox"/> Drawing of Proposed Variance <input type="checkbox"/> Dimensions of Proposed Variance <input type="checkbox"/> Before and After Pictures <input type="checkbox"/> Other: _____	<b>Meetings Scheduled:</b> Third AC&S Committee : _____ United AC&S Committee: <u>09/16/21</u> Board Meeting: _____ <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other _____

March 3, 2021

United Laguna Woods Mutual  
Board Members

Re: Architectural variances  
773 Calle Aragon Unit C  
Laguna Woods, Ca. 92637

Board Member's,

I am writing this letter in regarding my plans of remodeling my Cordoba unit. I have hired ACM Construction Builder Group. ACM Construction Builder Group is an approved company from a list provided to residents of Laguna Woods.

I am asking for a variances approval for extending my kitchen area as others have also already done with their Cordoba units in Third Mutual of Laguna Woods.

I want to enjoy a new open kitchen design with modern appliances. I understand that any interior changes will become my responsibility not Third Mutual of Laguna Woods.

Thank you, for the consideration of my request for the architectural Variations.



Bernice A Lawton  
773 Calle Aragon Unit C  
Laguna Woods, Ca  
jbmaningo@sbcglobal.net

ATTACHMENT 3  
PHOTOS



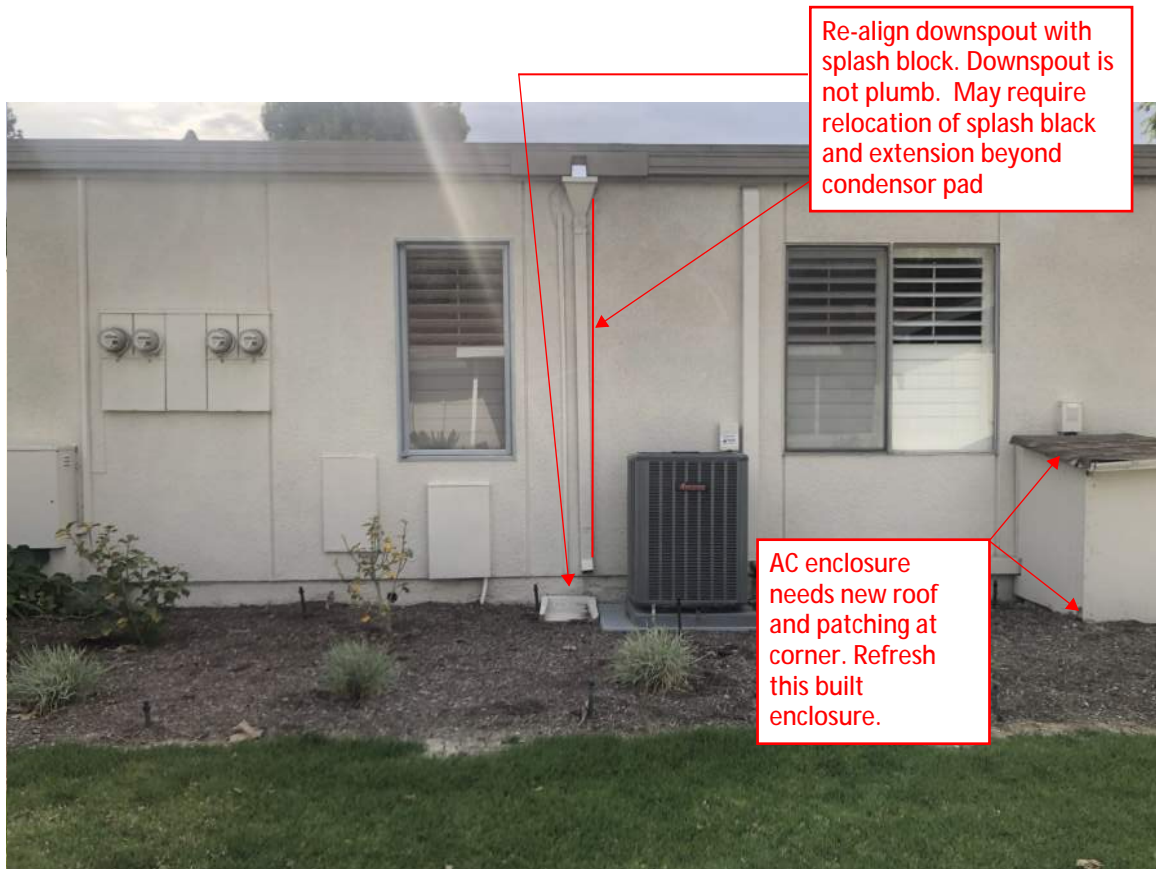
ENTRY ELEVATION



Alteration landscaping  
and entry door are  
not apart of this approval.

EXAMPLE OF ALTERED ELEVATION (588-B)



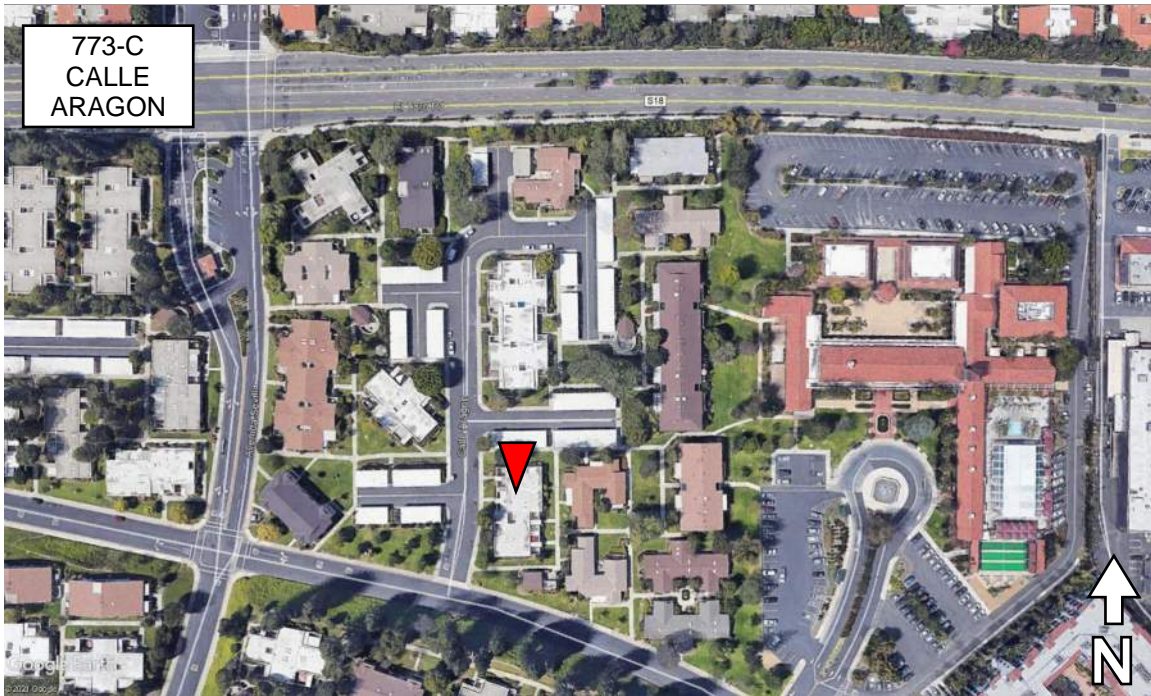


MASTER BEDROOM WINDOW TO BE ENLARGED



AREA OF PROPOSED ADDITION

## ATTACHMENT 4 AERIALS



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## **RESOLUTION 01-21-XX**

### **Variance Request**

**WHEREAS**, Ms. Lawton of 773-C Avenida Sevilla, a Cordoba style manor, is requesting Board approval of a variance to add a a room addition on the front patio, a bathroom addition, and an enlarged bedroom window, and,

**WHEREAS**, a Neighborhood Awareness Notice was sent to Owners of affected units August 27, 2021, notifying them that an application to make an alteration to a neighboring unit had been made and that comments or objections could be made in writing to the Architectural Controls and Standards Committee or in person at the Architectural Controls and Standards Committee Meeting on September 16, 2021.

**NOW THEREFORE BE IT RESOLVED**, on October 14, 2021, the Board of Directors hereby approves/denies the request to add a a room addition on the front patio, a bathroom addition, and an enlarged bedroom window;

**RESOLVED FURTHER**, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 773-C Avenida Sevilla and all future Mutual members at 773-C Avenida Sevilla;

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



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