



**MINUTES OF THE OPEN MEETING OF THE
BOARD OF DIRECTORS OF UNITED LAGUNA WOODS MUTUAL
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

Tuesday, February 13, 2018

The Regular Meeting of the Board of Directors of United Laguna Woods Mutual, a California Non-Profit Mutual Benefit Corporation, was held on Tuesday, February 13, 2018, at 9:30 a.m. at 24351 El Toro Road, Laguna Woods, California.

Directors Present: Juanita Skillman, Janey Dorrell, Don Tibbets, Maggie Blackwell, Gary Morrison, Cash Achrekar, Manuel Armendariz, Reza Bastani, Pat English, Steve Leonard and Andre Tornig

Directors Absent: None

Staff Present: Open Session: Lori Moss, Cheryl Silva and Kurt Weimann

Executive Session: Brad Hudson and Cheryl Silva

Others Present: Jeff Beaumont, Esq. of Beaumont Tashjian
VMS: Dick Rader and Mary Stone
Carrie Weldon and Eileen Paulin

1. Call Meeting to Order/Establish Quorum

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

2. Pledge of Allegiance

Director Dorrell led the Pledge of Allegiance.

3. Acknowledge Media

A representative of the Laguna Woods Globe was present for the meeting, and the Village Television Camera Crew, by way of remote cameras, was acknowledged as present.

4. Approval of Agenda

President Skillman asked for approval of the agenda.

Director Blackwell made a motion to approve the minutes as presented. The motion was seconded by Director Dorrell and it passed unanimously.

5. Approval of Minutes

5a. January 9, 2018 – Regular Open Session

Director Achrekar made a motion to approve the minutes as corrected. The motion was seconded by Director Dorrell and it passed unanimously.

6. Report of the Chair

President Skillman read a plaque and presented it to Lori Moss, Community Manager, for her service to the community.

7. Open Forum

Several Members made comments keeping assessment low, against too many renters in the community, changing the minimum age to 65+, the maintenance of the stairwell planters on some buildings, the color pallet for the manors, exception to the two car rule, support of Andre Torng, background information regarding the Mardi Gras King Cake and about LWV Foundation.

8. Responses to Open Forum Speakers

Several Directors responded to Member comments.

9. Update from VMS - Director Stone

Director Stone gave an update from the VMS Board meetings. At the last meeting Bruce Hartley gave an update from the General Services Division which includes the buses, fleet management, streets/paving, landscaping, purchasing and warehouse.

10. CEO Report

Lori Moss, Community Manager, reported on special events planned for February, pool renovation at Clubhouse 4, gate house renovations, gate arm technology updates, new clubhouse signs, epoxy waste-line update and work to be done by the prior-to-paint program and alterations.

Lori Moss introduced Carrie Weldon, the new Director of Human Resources and Eileen Paulin, the new Director of Communications and Marketing.

11. Consent Calendar

11a. Architectural Control and Standards Committee Recommendations:

The Board upheld the recommendations of the Architectural Control and Standards Committee:

- (1) 105-C (San Sebastian, 7) - Extend Living Room onto Existing Patio

RESOLUTION 01-18-15 **Variance Request**

WHEREAS, Mr. Ohsoon Chun of 105-C Via Estrada of United Laguna Woods Mutual, submitted a request for a variance to extend the living room by enclosing the Exclusive Use Common Area front patio; and

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected Units on January 9, 2018, 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 January 17, 2018.

NOW THEREFORE BE IT RESOLVED, on February 13, 2018, the Board of Directors hereby approves the request with the condition that the proposed alterations are constructed in accordance with the following criteria:

1. No improvement shall be installed, constructed, modified or altered at Unit **105-C**, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Manor Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member's ("Member ") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
2. A Mutual Consent for Unit Alterations has been granted at **105-C** for **Living Room Extension**, 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 Member.
3. Member hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 105-C and all future Mutual Members at 105-C.
5. Member 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. Member acknowledges and agrees that all such persons are his/her invitees. Member shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations. Member 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.
6. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.
7. Member'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.
8. 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.
9. A City of Laguna Woods permit is required, which may include the requirement to obtain

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

10. Prior to the issuance of a Mutual Consent for Unit Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
11. Prior to the issuance of a Mutual Consent for Unit Alterations, if required, a Mutual Roof Alteration Notification ("Tie-In Form") must be submitted to the Division. All roof tie-ins must be performed by a C-39 Licensed Contractor. The Member may hire a C-39 Licensed Contractor of his/her own choice to perform roof tie-ins for the installation of solar panels on all roof types except PVC Cool Roofs. For PVC Cool Roofs, regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member's expense. All tie-ins may only be made to sound structural elements. Existing structural elements proposed to be tied to, which exhibit signs of dry rot or other structural defects, must be repaired at the Mutual's expense prior to installation.
12. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall request a Landscape Department inspection in order to assure all landscape, irrigation, and drainage modifications associated with the improvements are identified and completed by the Landscape Department at the expense of the Member. 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 Manor 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.
14. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. Conformance Deposit will be held until both a Final Mutual Consent for Unit Alterations and a Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
15. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member or the Property, to cover and/or recoup any costs whatsoever, including, but not limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the

Conformance Deposit.

16. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Member agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.
17. Any remaining Conformance Deposit is refundable if the Member notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member's address of record with the Mutual. Under no circumstances shall Member be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.
18. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.
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 Unit 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. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
23. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, unpaid assessments, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
24. Mutual Member shall indemnify, defend and hold harmless United and its officers, directors, committee Members and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual Member's improvements and installation, construction, design and maintenance of same.

(2) 317-D (Madrid, 4) - Kitchen Wall Revision and Relocate Bedroom Closet

RESOLUTION 01-18-16
Variance Request

WHEREAS, Ms. Judy Gu of 317-D Avenida Castilla of United Laguna Woods Mutual, submitted a request for a variance to perform a kitchen wall revision and relocate a bedroom closet; and

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected Units on January 9, 2018, 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 January 17, 2018.

NOW THEREFORE BE IT RESOLVED, on February 13, 2018, the Board of Directors hereby approves the request with the condition that the proposed alterations are constructed in accordance with the following criteria:

1. No improvement shall be installed, constructed, modified or altered at Unit **317-D**, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Manor Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member's ("Member") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
2. A Mutual Consent for Unit Alterations has been granted at **317-D** for **Kitchen Wall Revision and Relocate Bedroom Closet**, 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 Member.
3. Member hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 317-D and all future Mutual Members at 317-D.
5. Member 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. Member acknowledges and agrees that all such persons are his/her invitees. Member shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations. Member 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.
6. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.

7. Member'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.
8. 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.
9. A City of Laguna Woods permit is required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a Mutual Consent for Unit Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.
10. Prior to the issuance of a Mutual Consent for Unit Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
11. Prior to the Issuance of a Mutual Consent for Unit Alterations, **the Member must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed.** The inspection will be a chargeable service to the Member. 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 Unit Alterations staff to review.
12. Prior to the issuance of a Mutual Consent for Manor 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.
13. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. Conformance Deposit will be held until both a Final Mutual Consent for Unit Alterations and a Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
14. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member or the Property, to cover and/or recoup any costs whatsoever, including, but not limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member's contractor or other invitee; costs incurred by the Mutual in

curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.

15. If at any time the amount of the Conformance Deposit falls below three-fourths of the amount originally required to be posted, Member agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an "automatic stop work order" shall be in effect.
16. Any remaining Conformance Deposit is refundable if the Member notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member's address of record with the Mutual. Under no circumstances shall Member be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.
17. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.
18. 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.
19. During construction, both the Mutual Consent for Unit Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
20. 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.
21. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
22. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, unpaid assessments, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
23. Mutual Member shall indemnify, defend and hold harmless United and its officers, directors, committee Members and agents from and against any and all claims, demands, costs, fines,

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judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual Member's improvements and installation, construction, design and maintenance of same.

(3) 566-B (Cordoba 1A4) - Wall Revision on Previously Enclosed Atrium

RESOLUTION 01-18-17
Variance Request

WHEREAS, Mr. Lee of 566-B Avenida Sevilla of United Laguna Woods Mutual, submitted a request for a variance to revise his existing enclosed atrium by replacing all windows and one sliding glass door with drywall and replacing the remaining sliding glass door with a French door; and

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected Units on January 9, 2018, 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 January 17, 2018.

NOW THEREFORE BE IT RESOLVED, on February 13, 2018, the Board of Directors hereby approves the request with the condition that the proposed alterations are constructed in accordance with the following criteria:

1. Prior to the Issuance of a Mutual Consent for Alterations, acoustical impacts shall be considered and will require noise reducing material such as sound dampening drywall on common walls of the alteration (such as QuietRock® drywall panels or similar approved products).
2. No improvement shall be installed, constructed, modified or altered at Unit 566-B, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Manor Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member s ("Member ") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
3. A Mutual Consent for Unit Alterations has been granted at 566-B for Revisions to Atrium walls, 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 Member.
4. Member hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.

5. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 566-B and all future Mutual Members at 566-B.
6. Member 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, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, damage to Mutual property, and use of Mutual property for storage of equipment or materials without prior approval. Member acknowledges and agrees that all such persons are his/her invitees. Member shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations. Member 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.
7. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.
8. Member'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.
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 is required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336. Prior to the issuance of a Mutual Consent for Unit Alterations, the appropriate City of Laguna Woods permit number(s), must be submitted to the Division office located in the Laguna Woods Village Community Center. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.
11. Prior to the issuance of a Mutual Consent for Unit Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
12. Prior to the issuance of a Mutual Consent for Unit Alterations, if required, a Mutual Roof Alteration Notification ("Tie-In Form") must be submitted to the Division. All roof tie-ins must be performed by a C-39 Licensed Contractor. The Member may hire a C-39 Licensed Contractor of his/her own choice to perform roof tie-ins for the installation of solar panels on all roof types except PVC Cool Roofs. For PVC Cool Roofs, regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member's expense. All tie-ins may only be made to sound structural elements. Existing structural elements proposed to be tied to, which

exhibit signs of dry rot or other structural defects, must be repaired at the Mutual's expense prior to installation.

13. Prior to the issuance of a Mutual Consent for Manor 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.
14. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. Conformance Deposit will be held until both a Final Mutual Consent for Unit Alterations and a Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
15. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member or the Property, to cover and/or recoup any costs whatsoever, including, but not limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.
16. If at any time the amount of the Conformance Deposit falls below three-fourths of the amount originally required to be posted, Member agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.
17. Any remaining Conformance Deposit is refundable if the Member notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member's address of record with the Mutual.
18. Under no circumstances shall Member be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.
19. All improvements must be installed in accordance with the California State Building Code, and

the published Mutual Architectural Alterations Standards. (See <http://www.lagunawoodsvillage.com>).

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

(4) 2003-A (Valencia, FG04) - Kitchen, Bedroom and Atrium Wall Revision and Closet Relocation

RESOLUTION 01-18-18
Variance Request

WHEREAS, Mr. Il Lae Cho of 2003-A Via Mariposa West of United Laguna Woods Mutual, submitted a request for a variance for a kitchen, bedroom and atrium wall revision and closet relocation; and

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected Units on January 9, 2018, 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 January 17, 2018.

NOW THEREFORE BE IT RESOLVED, on February 13, 2018, the Board of Directors hereby approves the request with the condition that the proposed alterations are constructed in accordance with the following criteria:

1. No improvement shall be installed, constructed, modified or altered at Unit **2003-A**, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for

Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Manor Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member s ("Member ") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.

2. A Mutual Consent for Unit Alterations has been granted at **2003-A for Kitchen, Bedroom and Atrium Wall Revision and Closet Relocation**, 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 Member.
3. Member hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 2003-A and all future Mutual Members at 2003-A.
5. Member 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. Member acknowledges and agrees that all such persons are his/her invitees. Member shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations. Member 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.
6. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.
7. Member'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.
8. 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.
9. A City of Laguna Woods permit is required, which may include the requirement to obtain

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

10. Prior to the issuance of a Mutual Consent for Unit Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
11. Prior to the Issuance of a Mutual Consent for Unit Alterations, **the Member must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed.** The inspection will be a chargeable service to the Member. 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 Unit Alterations staff to review.
12. Prior to the issuance of a Mutual Consent for Manor 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.
13. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. Conformance Deposit will be held until both a Final Mutual Consent for Unit Alterations and a Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
14. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member or the Property, to cover and/or recoup any costs whatsoever, including, but not limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.
15. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Member agrees to immediately deposit additional sums with the Mutual in

an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.

16. Any remaining Conformance Deposit is refundable if the Member notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member's address of record with the Mutual. Under no circumstances shall Member be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.
17. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.
18. 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.
19. During construction, both the Mutual Consent for Unit Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
20. 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.
21. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
22. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, unpaid assessments, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
23. Mutual Member shall indemnify, defend and hold harmless United and its officers, directors, committee Members and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual Member's improvements and installation, construction, design and maintenance of same.

11b. Landscape Committee Recommendations

- (1) Approve Request for Tree Removal at 135-C Avenida Majorca (Garsha)—Canary Island Pine

RESOLUTION 01-18-19
Tree Removal Approval

WHEREAS, February 12, 2013, that the Board of Directors adopted Resolution 01-13-17 tree removal guidelines:

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

WHEREAS, on February 8, 2018, the Landscape Committee recommended to approve the request to remove the tree located at 135-C; and

NOW THEREFORE BE IT RESOLVED, February 13, 2018, the Board of Directors approve a request for the removal of one Canary Island Pine tree because it does not comply with the tree removal guidelines;

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

(2) Deny Request for Tree Removal at 360-A Avenida Castilla (Strousse) – Carrotwood

RESOLUTION 01-18-20
Tree Removal Denial

WHEREAS, February 12, 2013, that the Board of Directors adopted Resolution 01-13-17 tree removal guidelines:

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

WHEREAS, on February 8, 2018, the Landscape Committee recommended to deny the request to remove the tree located at 360-A; and

NOW THEREFORE BE IT RESOLVED, February 13, 2018, the Board of Directors denied a request for the removal of one Carrotwood tree because it does not comply with the tree removal guidelines;

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

(3) Deny Request for Tree Removal at 943-B Avenida Majorca (Dye) – Aleppo Pine

RESOLUTION 01-18-21
Tree Removal Denial

WHEREAS, February 12, 2013, that the Board of Directors adopted Resolution 01-13-17 tree removal guidelines:

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

WHEREAS, on February 8, 2018, the Landscape Committee recommended to deny the request to remove the tree located at 943-B; and

NOW THEREFORE BE IT RESOLVED, February 13, 2018, the Board of Directors denied a request for the removal of one Aleppo Pine tree because it does not comply with the tree removal guidelines;

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

11c. Finance Committee Recommendations

The Board upheld the recommendations of the Finance Committee to:

(1) Approve Resolution to Record a Lien against Member's ID; 947-381-35

RESOLUTION 01-18-22
Recording of a Lien

WHEREAS, Member ID 947-381-35; is currently delinquent to United Laguna Woods Mutual with regard to the monthly assessment; and

WHEREAS, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

NOW THEREFORE BE IT RESOLVED, February 13, 2018, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-381-35 and;

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

(2) Approve Resolution to Record a Lien against Member's ID; 947-377-01

RESOLUTION 01-18-23
Recording of a Lien

WHEREAS, Member ID 947-377-01; is currently delinquent to United Laguna Woods Mutual with regard to the monthly assessment; and

WHEREAS, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

NOW THEREFORE BE IT RESOLVED, February 13, 2018, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-377-01 and;

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

Director English made a motion to approve the Consent Calendar. The motion was seconded by Director Torng and the motion passed unanimously.

12. Unfinished Business

12a. Entertain a Motion to Introduce a Resolution to Approve Modifications to Financial Qualifications Policy (**DECEMBER Initial Notification – 30 day notification to comply with Civil Code §4360 has been satisfied**)

Director Blackwell read the following resolution:

RESOLUTION 01-18-24
FINANCIAL QUALIFICATIONS POLICY

WHEREAS, it is in the best interest of the Corporation to protect and preserve the financial integrity of the Corporation;

WHEREAS, selling prices within the Village are within the County's affordable housing limits; and,

WHEREAS, guarantors in the committee have increased and some have been allowed to guarantee multiple units with the same sources of income and asset requirements.

NOW THEREFORE BE IT RESOLVED, February 13, 2018, that the Board of Directors of this Corporation hereby adopts amendments to Financial Qualifications Policy including the minimum income requirement for prospective Shareholders and transferees is increased from \$36,000 to \$40,000; and the ability to qualify in United with a guarantor is eliminated.

RESOLVED FURTHER, that Staff is hereby directed to disseminate this information to the realty community serving Laguna Woods Village; and

RESOLVED FURTHER, that Resolution 01-17-134, is hereby superseded and canceled; and

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

December initial notification

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

Director Blackwell made a motion to approve the Resolution for Modifications to the Financial Qualifications Policy with the change to add "upon close of escrow" to the policy. The motion was seconded by Director Leonard.

Discussion ensued among the Directors.

Director Leonard made a correction to the staff report; units sold should be 8% not 50%.

Director Blackwell made an amendment to the motion to increase the financial qualification amount to \$30,000 for singles and \$45,000 for couples. The motion failed for lack of a second.

Several Members spoke in favor and against the Resolution.

President Skillman called for the vote and the motion passed by a vote of 6-5-0 (Directors Armendariz, Achrekar, Bastani, English, and Torng opposed).

12b. Entertain a Motion to Introduce a Resolution establishing an Anti-Discrimination Policy (DECEMBER Initial Notification – 30 day notification to comply with Civil Code §4360 has been satisfied)

Director Blackwell read the following resolution:

RESOLUTION 01-18-25
Anti-discrimination Policy

WHEREAS, UNITED LAGUNA WOODS MUTUAL ("United") is a non-profit mutual benefit corporation, existing under and by virtue of the laws of the State of California, organized for the purpose of providing its Members with senior housing on a cooperative non-profit basis pursuant to the provisions set forth in its Occupancy Agreement, Articles of Incorporation and Bylaws;

WHEREAS, United, through its volunteer Board of Directors, is responsible for management, maintenance and administration of a residential stock cooperative common interest development (the "Development") under United's governing documents (which include, without limitation, the Occupancy Agreement, Articles of Incorporation, Bylaws, Operating Rules and Board Resolutions) which grant United the authority to manage and govern the affairs of the properties within United, and all applicable law;

WHEREAS, California Civil Code Section 4760(a)(2) provides in part that a member may modify his or her separate interest, at his or her expense, to facilitate access for persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to these persons. These modifications may also include modifications of the route from the public way to the door of the separate interest;

WHEREAS, federal law prohibits discrimination in housing based on race, color, religion, sex, national origin, familial status and disability;

WHEREAS, federal law also provides that discrimination includes a refusal to permit, at the expense of the handicapped person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises;

WHEREAS, California law prohibits the owner of any housing accommodation to discriminate against or harass any person because of the race, color, religion, sex, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information of that person;

WHEREAS, California law also prohibits (i) the owner of any housing accommodation to make or to cause to be made any written or oral inquiry concerning the race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, disability, or genetic information of any person seeking to purchase, rent, or lease any housing accommodation; (ii) any person to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a housing accommodation that indicates any preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information or an intention to make that preference, limitation, or discrimination; and (iii) to otherwise make unavailable or deny a dwelling based on discrimination because of race, color, religion, sex, gender identity, gender expression, sexual orientation, familial status, source of income, disability, genetic information, or national origin;

February 13, 2018

WHEREAS, Article 3 of the Articles of Incorporation provides that United shall have and exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Mutual Benefit Corporation Law may now or hereafter have or exercise;

WHEREAS, Sections 1 and 2 of the Bylaws provides that United has the express power and duty to manage, maintain, preserve and administer the business of the Development, and to promote the health, safety, and welfare of the residents within the Development;

WHEREAS, the Board has the power to adopt, amend, or repeal, in its discretion, rules and regulations not consistent with the provisions of the governing documents, respectively; and,

WHEREAS, United desires to strengthen, clarify and confirm its anti-discrimination policy pursuant to applicable law.

NOW, THEREFORE BE IT RESOLVED, February 13, 2018, that the Board of Directors of this Corporation hereby adopts the Anti-discrimination Policy; and

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

DECEMBER initial notification
30-days to comply with Civil Code §4360 has been satisfied.

Director Blackwell made a motion to approve the Resolution establishing an Anti-discrimination Policy. The motion was seconded by Director Tibbitts.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed by a vote of 9-1-1 (Director Torng opposed, Director Morrison absent).

12c. Entertain a Motion to Adopt Revisions to the United Mutual's Standard 43: Bathroom Splits (DECEMBER Initial Notification – 30 day notification to comply with Civil Code §4360 has been satisfied)

Director Blackwell read the following resolution:

RESOLUTION 01-18-26
United Mutual's Standard 43: Bathroom Splits

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 has reviewed numerous Variance Requests to remodel bathrooms, specifically to create a

second bathroom in the footprint of the original bathroom, this type of alteration is commonly referred to as a bathroom split; and

WHEREAS, the Architectural Controls and Standards Committee recognizes the need to create a new Standard for these alterations, eliminating the need for Members to apply for a Variance Request for a common alteration;

NOW THEREFORE BE IT RESOLVED, February 13, 2018, that the Board of Directors of this Corporation hereby adopts the following Standard Section 43 of the Alteration Standards for Bathroom Splits;

SECTION 43 BATHROOM SPLITS

FOR GENERAL REQUIREMENTS SEE SECTION 1: GENERAL REQUIREMENTS FOR ALTERATION STANDARDS

2.0 APPLICATIONS

- 2.1 Bathroom splits are prohibited in Units with two bathrooms.
- 2.2 Units with two bathrooms may reconfigure walls and doors within the same footprint only.
- 2.3 Units with one full bathroom may split bathroom into two bathrooms as follows:
 - a. The original footprint may be extended up to three feet, in one direction.
 - b. The extension of a bathroom footprint may not involve a load bearing wall or supporting columns.
 - c. The extension of a bathroom footprint may not extend into adjacent hallways.
- 2.4 Prior to connecting into any plumbing work, the **waste line is to be inspected by the Mutual at the Member(s) expense.**
- 2.5 Detailed architectural or engineered plans, including plumbing plans for all piping for bathroom split alterations, shall be submitted to the Alterations Department for approval. These plans shall include: pipe penetrations, location of plumbing connections and vents, pipe sizes, and types. As-builts shall be submitted if any changes are made to the approved plans.
- 2.6 Sewer line connections will consist of a minimum 2" waste-line tied into a minimum 2" waste line. All existing cast iron waste line connections shall be replaced with cast iron. All exposed underground cast iron shall be replaced.
- 2.7 All water supply lines shall be of Type M copper; minimum 1/2" diameter.
- 2.8 All pressure lines shall be securely strapped to prevent movement or knocking.

- 2.9 All piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations thorough framing.
- 2.10 The Mutual Member assumes all responsibility for any damage that may occur due to construction.

3.0 ADDITIONAL REQUIREMENTS FOR INSTALLATIONS

- 3.1 Alterations involving common walls shall be fire rated per current California Building Code.
- 3.2 All exhaust fans must be installed per the Exhaust Fan/Vent Installation Standard.
- 3.3 All penetrations through walls shall be properly sealed to prevent water intrusion.
- 3.4 The waterproof integrity of the roof, including the selection and use of appropriate flashing and sealers, must be maintained.
- 3.5 Roof tie-ins for vents on PVC Cool Roofs must be made by an approved roofing contractor. A Roofing Contractor Verification Form will be required prior to the issuance of a permit.
- 3.6 Cutting or altering roof trusses for the installation of vents in attic spaces are strictly prohibited.

4.0 OBLIGATIONS

- 4.1 Member is responsible for damages to roof or other structures caused by any alteration.
- 4.2 The Mutual Member is responsible for, and will bear all costs associated with, clean-up or repair of Mutual owned or controlled property made necessary by or resulting from the alteration.

Director Blackwell made a motion to approve a Resolution adopting revisions to the United Mutual's Standard 43: Bathroom Splits. The motion was seconded by Director Dorrell.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed by a vote of 10-1-0 (Director Bastani opposed).

13. New Business

- 13a.** Entertain a Motion to Approve a Resolution for Martin & Chapman as Inspector of Election for 2018 of Directors.

Director Blackwell read the following resolution:

RESOLUTION 01-18-27
Approve Inspector of Election Services

WHEREAS, Civil Code §5110 requires an association to select an independent third party as an inspector of elections;

WHEREAS, for transparency purposes and due to the number of ballots received it is necessary to contract for an Inspector of Elections;

WHEREAS, an Inspector of Elections is used, among other tasks, to print and mail voter packages, inspect and tabulate ballots, and certify results; and,

NOW THEREFORE BE IT RESOLVED, February 13, 2018, that the Board of Directors of United Mutual hereby approves single-sourcing a contract to Martin and Chapman to perform Inspectors of Election services for the 2018 Annual Meeting of the Corporate Members; and

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

Director Blackwell made a motion to approve a Resolution approving Martin and Chapman to perform Inspector of Elections Services. The motion was seconded by Director English.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed unanimously.

13b. Entertain a Motion to Introduce a Resolution for Closets and Interior Partition Walls Policy (FEBRUARY Initial Notification—must postpone 30 days to comply with Civil Code §4360)

Director Blackwell read the following resolution:

RESOLUTION 01-18-XXX
Closets and Interior Partition Walls Policy

WHEREAS, The Architectural Control and Standards Committee directed Staff to create a policy pertaining to closets and interior partition walls for members who are proposing to repurpose or relocate any closet or partition wall within their Unit.

NOW THEREFORE BE IT RESOLVED, February 13, 2018, The Board of Directors introduces resolution 01-18-XXX (Closets and Interior Partition Walls Policy); and

RESOLVED FURTHER, Architectural drawings shall be provided for approval to the Alterations Department Office for review and to meet the intent of this policy, for all non-load-bearing wall (partition wall) revisions including but not limited to closets or panel walls, prior to issuance of a Mutual Consent from the Alterations Department and before construction begins; and

RESOLVED FURTHER, Staff shall thoroughly review the submitted drawings, if Staff determines that the proposed alteration does not affect load-bearing walls or alter the original purpose of the room(s), meets the intent of this policy, and conforms to all pertinent Alteration Policies, Staff may issue a Mutual Consent; and

RESOLVED FURTHER, if Staff determines that the proposed alteration does not meet the intent of this policy and the Member desires to pursue the proposed alteration, Staff shall process the request as a Variance for review by the Architectural Controls and Standards Committee; and

RESOLVED FURTHER, All proposals of load-bearing wall revisions will require Board approval via the Variance process; and

RESOLVED FURTHER, Any proposed wall revision that would create a new room or change the use of a room will require Board approval through the Variance process; 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.

FEBRUARY Initial Notification

Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 30-days from the postponement to comply with Civil Code §4360.

Director Blackwell made a motion to introduce a Resolution for a policy pertaining to closets and interior partition walls. The motion was seconded by Director Dorrell.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed unanimously.

- 13c.** Entertain a Motion to Introduce a Resolution Establishing a Policy for Directors' Access to Corporate Books and Records (**FEBRUARY Initial Notification—must postpone 30 days to comply with Civil Code §4360**)

Director Blackwell read the following resolution:

RESOLUTION 01-18-XX

Director Access to Corporate Books, Records and Documents

WHEREAS, United Laguna Woods Mutual ("United") is a non-profit mutual benefit corporation, existing under and by virtue of the laws of the State of California, organized for the purpose of providing its Members with housing on a cooperative non-profit basis pursuant to the provisions set forth in its Articles of Incorporation and Bylaws;

WHEREAS, United, through its volunteer Board of Directors ("Board"), is responsible for management, maintenance and administration of a residential stock cooperative common interest development under United's governing documents (which include, without limitation, the Articles of Incorporation, Bylaws, Occupancy Agreement, operating rules and Board resolutions), which

grant United the authority to manage and govern the affairs of the properties within United;

WHEREAS, pursuant to Corporations Code Section §8334, every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation of which such person is a director;

WHEREAS, while every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of the corporation, the manner and extent of the director's inspection and copying rights may be subject to reasonable regulations based on balancing the interests of United and its Members and employees, including privacy and other Constitutional rights, as well as those rights of the director to inspect corporate documents on just and proper conditions. (*Chantiles v. Lake Forest II Homeowners Association*, 37 Cal.App.4th 914 (1995).); and

WHEREAS, the duty of loyalty involves not only the duty to avoid conflicts of interest, but requires full disclosure of any interests potentially adverse to United.

WHEREAS, the Board desires to adopt clear guidelines and procedures for access to certain United records by directors, and directors' handling of corporate records and information, to uphold the rights of directors while protecting United from liability claims arising from the review, copying and dissemination of sensitive, corporate records.

NOW, THEREFORE BE IT RESOLVED, February 13, 2018, that the Board of Directors of this Corporation hereby introduces a Policy Governing Directors Access to Corporate Books, Records and Documents and other governing documents regarding access to United's records; and

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

FEBRUARY INITIAL NOTIFICATION

Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 30-days from the postponement to comply with Civil Code §4360.

Director Blackwell made a motion to introduce a Resolution that provides clear guidelines and procedures for access to certain United records by directors, and directors' handling of corporate records and information. The motion was seconded by Director Achrekar.

Discussion ensued among the Directors.

Director Blackwell made an amendment to add "**WHEREAS**, the duty of loyalty involves not only the duty to avoid conflicts of interest, but requires full disclosure of any interests potentially adverse to United" to the resolution. The motion was seconded by Director

Tibbitts and passed unanimously.

President Skillman called for the vote and the original motion and it passed by a vote of 7-4-0 (Directors Armendariz, English, Torng and Bastani opposed).

13d. Entertain a Motion to Introduce a Resolution Establishing a Policy and Application for Co-occupants (FEBRUARY Initial Notification—must postpone 30 days to comply with Civil Code §4360)

Director Blackwell read the following resolution:

RESOLUTION 01-18-XX
Co-Occupancy Policy

WHEREAS, United Laguna Woods Mutual (ULWM) is an independent-lifestyle and age-restricted senior citizen community, as defined by California Civil Code §51.3; no form of healthcare or assisted living is provided by ULWM; and each resident is responsible for his/her own health, safety, care and welfare;

WHEREAS, authorization for Co-occupancy is effective only when approved in writing by ULWM and issued in writing by an authorized VMS staff member(s);

WHEREAS, ULMW and Shareholder(s) have the right to terminate Co-Occupant status at any time, without cause; however, Civil Code §51.3 may be interpreted to inhibit this right of termination under certain circumstances;

WHEREAS, Shareholder(s) and Co-occupant cannot have a landlord-tenant relationship and no remuneration will be paid or collected during the duration of the Co-occupancy;

WHEREAS, Shareholder(s) and Co-occupant will reside in the Unit; and when necessary, the Board reserves the right to require proof of residency;

WHEREAS, Shareholder(s) shall be responsible for the conduct and deportment of the Co-occupant;

WHEREAS, the Board has received concerns expressed by Shareholders regarding individuals who are circumventing the sublease process, room rentals, shareholders failing to vet their roommates, and nuisance issues from Co-occupants;

WHEREAS, 432 units are occupied without a Shareholder in residence;

WHEREAS, ULWM is authorized to take disciplinary action against a Shareholder(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;

February 13, 2018

WHEREAS, this policy itemizes, consolidates and clarifies procedures, including the administrative handling of Co-occupancy applications;

NOW THEREFORE BE IT RESOLVED, February 13, 2018, the Board of Directors of this Corporation hereby introduces amendments to the Co-Occupancy Policy as attached to the official minutes; and

RESOLVE FURTHER, that his policy supersedes all existing Co-Occupancy Documents; and

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

FEBRUARY INITIAL NOTIFICATION

Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 30-days from the postponement to comply with Civil Code §4360.

Director Blackwell made a motion to introduce a Resolution amending the Co-Occupancy Policy. The motion was seconded by Director Dorrell.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed by a vote of 8-1-1 (Director Tornø opposed and Director Leonard absent).

14. Committee Reports

14a. Report of the Finance Committee / Financial Report – Director Morrison presented the Treasurer's Report and reviewed the resale and leasing reports. The committee did not meet in February. Next meeting March 27, 2018, 2:00 p.m. in the Sycamore Room

14b. Report of the Architectural Control and Standards Committee – Director Dorrell reported that all alterations must comply with building codes and all handymen and contractors must be licensed. Resident should go to the Manor Alterations window before they start any work on their unit. Next meeting February 15, 2018, 9:30 a.m. in the Sycamore Room.

14c. Report of the Communications Committee – Director Blackwell reported that communication to the residents happens through Village Television and the Village Breeze. Next meeting TBA.

14d. Report of Executive Hearings Committee - President Skillman reported that compliance cases have increased. Next meeting February 22, 2018, 9:00 a.m. in the Willow Room.

14e. Report of the Governing Documents Review Committee - President Skillman reported that the committee is reviewing resale documents and investors as purchasers. Next meeting February 26, 2018, 2:00 p.m. in the Sycamore Room.

14f. Report of the Landscape Committee - Director Blackwell reported that the committee is looking at the "yellow stake program." Next meeting April 12, 2018, 9:00 a.m. in the Board Room.

14g. Report of the Maintenance & Construction Committee - Director Tibbitts reported that there are 17 projects on the schedule. They are looking at adding shepherd crooks to some walls. Next meeting February 28, 2018, 9:00 a.m. in the Board Room

14h. Report of the Resident Advisory Committee – Director Tibbitts encouraged residents to this meeting to get information and ask questions. Next meeting February 15, 2018, 3:00 p.m. in the Sycamore Room

15. GRF Committee Highlights

15a. Report of the Finance Committee—Director Morrison reported on upcoming events. Next meeting February 21, 2018, 1:30 p.m. in the Board Room.

15b. Report of the Community Activities Committee—Director Dorrell reported on upcoming events. Next meeting March 8, 2018, 2:00 p.m. in the Board Room.

15c. Report of the Maintenance & Construction Committee—Director Leonard. Next meeting February 14, 2018, 9:30 a.m. in the Board Room.

15d. Report of the Media and Communication Committee—Director Blackwell commented that the committee is working on a new orientation video. Next meeting February 15, 2018, 1:30 p.m. in the Board Room.

15e. Report of the Mobility and Vehicles Committee—Director Achrekar. Next meeting February 7, 2018, 1:30 p.m. in the Board Room.

15f. Report of the Security and Community Access Committee—Director Tibbitts. Next meeting February 22, 2018, 1:30 p.m. in the Board Room.

- Laguna Woods Village Traffic Hearings – Director Achrekar
Next meeting February 21, 2017, 9:00 a.m. in the Board Room and 1:00 p.m. in the Cypress Room
- Disaster Preparedness Task Force—Director Achrekar. Next meeting February 27, 2018, 9:30 a.m. in the Cypress Room.

16. Future Agenda Items

February 13, 2018

16a. Entertain a Motion to Introduce a Resolution for Closets and Interior Partition Walls Policy (**FEBRUARY Initial Notification—must postpone 30 days (April) to comply with Civil Code §4360**)

16b. Entertain a Motion to Introduce a Resolution Establishing a Policy for Directors' Access to Corporate Books and Records (**FEBRUARY Initial Notification—must postpone 30 days (April) to comply with Civil Code §4360**)

16c. Entertain a Motion to Introduce a Resolution Establishing a Policy and Application for Co-occupants (**FEBRUARY Initial Notification—must postpone 30 days (April) to comply with Civil Code §4360**)

17. Director's Comments

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

The meeting recessed at 1:29 p.m. into the Executive Session.

Closed Executive Session Agenda

Approval of Agenda

Approval of the Following Meeting Minutes;

(a) January 3, 2017 – Special Closed Session (Strategic Planning-Part 2)

(b) January 9, 2017 - Regular Executive Session

Discuss and Consider Member Matters


Discuss Personnel Matters

Discuss and Consider Contractual Matters

Discuss and Consider Litigation Matters

19. Adjourn

The meeting was adjourned at 4:30 p.m.


Maggie Blackwell, Secretary of the Board
United Laguna Woods Mutual

February 13, 2018

FINANCIAL QUALIFICATIONS POLICY

Revised February 13, 2018

Prospective Shareholders of Units in (United) are required to meet minimum financial requirements for Membership as set forth below. All income and assets claimed must be verified by presenting documentation acceptable to the Mutual Board of Directors.

All applicants shall submit the most recent year's Federal income tax return, signed and dated, including Schedules A and B, in addition to other verification documents. If income is derived from an owned business, the appropriate business tax schedules and a profit and loss statement are required.

Where there is more than one prospective Shareholder, income and assets can be calculated collectively, if each is eligible and intends to reside.

Membership applicants to United are required to submit a completed Financial Statement/Credit Information form, together with satisfactory verification of identity, income and assets.

ASSET REQUIREMENT

The prospective Shareholder shall submit satisfactory verification of assets equal to the purchase price of the Unit plus \$125,000. Prospective transferees (i.e., outside escrow) are required to demonstrate a minimum asset base of \$125,000 only.

Acceptable assets will be those that are considered to be liquid, marketable or income producing. Only aged accounts (180 days) will be considered. Acceptable assets include, among others:

- Equity in U.S. residential property
- Savings accounts in U.S. financial institutions
- Cash value life insurance
- Certificates of deposit, money market accounts in U.S. financial institutions.
- IRA, SEP, 401(k) and Keogh accounts
- US, state or municipal government bonds - valued at current market prices
- American traded investments, (NYSE, Amex, OTC, NASDAQ, etc.) valued at current market prices
- Mortgages and promissory notes, provided that interest is reported on the applicant's tax return
- Mobile Homes
- Recreational vehicles, boats and trailers
- Vacant land
- Automobiles
- Artwork, jewelry, furs and collections such as coins, dolls, stamps and other

similar items

- Term life insurance
- Annuity funds, which cannot be withdrawn in lump sum
- Anticipated bequests or inheritances
- Promissory Notes whose income is not reported on the perspective transferee tax return
- Community property

INCOME REQUIREMENTS

Prospective Shareholders shall submit from a recognized Credit Reporting Agency (e.g. Equifax, TransUnion, Experian), a full credit report and FICO score dated within 60 days prior to the application submittal.

Prospective Shareholders and transferees must provide satisfactory verification of income of at least \$40,000 per year at the time of purchase.

1. Acceptable verifications include, among others:

- The most recent Federal Tax returns
- W - 2 Forms or paycheck stubs
- Bank, credit union or investment account statements
- Letters from bankers
- Notices of annuities and Social Security payments
- Pensions
- Trust income
- Disability income
- Residential / commercial property rental income

2. Unacceptable income verifications include, among others:

- Letters from employers, accountants, bookkeepers and attorneys
- Income not reported on Federal income tax returns
- Funds held outside US borders

OWNERSHIP OF MULTIPLE MEMBERSHIPS

United does not permit ownership of more than one cooperative Membership, except under an interim dual Membership agreement which is issued for six months.

FINANCIAL QUALIFICATION WAIVERS

Shareholders who purchase a replacement Unit do not have to re-qualify financially for Membership, if there is no change to the Membership vesting and the dual interim agreement is in effect.

Current members of one Mutual who wish to purchase in another Mutual are required to

meet the financial requirements of the Mutual in which they are purchasing.

A former member may obtain a waiver of financial qualifications if the replacement Membership is purchased within 90 days of the closing of the sale of the previously owned Membership, and vesting in the new Unit is exactly the same as the vesting in the Unit previously owned.

DISCRETIONARY AUTHORITY

United Board of Directors may, but is not obligated to, deny or approve applications for Membership based on the conditions herein. The Board of Directors, exercising prudent business judgement, may also deny or approve, in its sole and absolute discretion, applications based on other material factors, such as, but not limited to, history of bankruptcy, excess liabilities, or history of non-compliance as a member in United, GRF, or other Mutuals in Laguna Woods Village.

MEMBERSHIP

Membership in United is created, and starts, with the later occurring of the following:

- Written approval of Membership by the United Mutual Board of Directors;
- Issuance of a Membership Stock Certificate; and
- The signing of an Occupancy Agreement.

Upon Membership approval the Occupancy Agreement entitles the Member to occupy the Unit for three years, which is automatically renewed for three-year terms per Article 4 of the Occupancy Agreement, unless terminated by transfer or United's non-renewal or termination by the Board of Directors.

UNITED LAGUNA WOODS MUTUAL

Anti-Discrimination Policy

Adopted February 13, 2018

Resolution 01-18-25

I. Purpose

The purpose of this document is to strengthen, clarify and confirm United Laguna Woods Mutual's (ULWM) anti-discrimination policy pursuant to applicable law.

II. Definitions

For the purposes of this policy:

- a. Resident is defined as a Member or Lessee who has been approved by the Board of Directors for occupancy.
- b. Protected Class is defined to mean one's race, color, religion, sex, national origin or ancestry, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability or genetic information.

III. Policy

- a. The officers, directors, committee members and/or any agent of United, including, but not limited to, management, shall not discriminate in employment, contracting, compensation, termination, upgrading, promotions, or enjoyment of services, amenities, privileges and other conditions against any Resident, employee, contractor, subcontractor, or guest on the basis of his or her Protected Class.
- b. United is an equal opportunity corporation and will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the basis of his or her Protected Class.

- c. United will be committed to providing an inclusive and welcoming environment for all Residents, guests, employees, contractors, subcontractors and vendors.
- d. If a Resident, guest, employee, contractor, subcontractor, or vendor feels that he or she has been discriminated against and/or harassed on the basis of his or her Protected Class, he or she should immediately report the matter to management. If that person is not available or the individual feels that it would be unproductive to inform that person, he or she should immediately contact the President or member of the Board of Directors. Once the matter has been reported, it will be promptly investigated and any necessary corrective action will be taken where appropriate.
- e. Residents with a "disability" as defined by applicable law may request, in writing, that United make reasonable accommodations to rules or policies or allow reasonable modifications to property in order to allow the Resident full access to his or her Unit and or United's Common Areas. Once the request is submitted, the Board will promptly review same and issue a response in a timely manner, under the circumstances.
- f. Should the Board approve a reasonable modification to a Resident's Unit and/or United's Common Area, the Board may require the Resident to bear the cost of making the modification. The Board may also require the Resident to return the Unit and/or the Common Area to its original condition once he or she vacates the Unit or the disability ceases to exist.
- g. All complaints of unlawful discrimination and/or harassment will be handled in as discreet and confidential a manner as is possible under the circumstances.

SECTION 43 BATHROOM SPLITS

FOR GENERAL REQUIREMENTS SEE SECTION 1 GENERAL REQUIREMENTS FOR ALTERATION STANDARDS

2.0 APPLICATIONS

- 2.1 Bathroom splits are prohibited in Units with two bathrooms.
- 2.2 Units with two bathrooms may reconfigure walls and doors within the same footprint only.
- 2.3 Units with one full bathroom may split bathroom into two bathrooms as follows:
 - a. The original footprint may be extended up to three feet, in one direction.
 - b. The extension of a bathroom footprint may not involve a load-bearing wall or supporting columns.
 - c. The extension of a bathroom footprint may not extend into adjacent hallways.
- 2.4 Prior to connecting into any plumbing work, the waste line is to be inspected by the Mutual at the Member(s) expense.
- 2.5 Detailed architectural or engineered plans, including plumbing plans for all piping for bathroom split alterations, shall be submitted to the Alterations Department for approval. These plans shall include: pipe penetrations, location of plumbing connections and vents, pipe sizes, and types. As-builts shall be submitted if any changes are made to the approved plans.
- 2.6 Sewer line connections will consist of a minimum 2" waste line tied into a minimum 2" waste line. All existing cast iron waste line connections shall be replaced with cast iron. All exposed underground cast iron shall be replaced.
- 2.7 All water supply lines shall be of Type M copper; minimum 1/2" diameter.
- 2.8 All pressure lines shall be securely strapped to prevent movement or knocking.
- 2.9 All piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations thorough framing.
- 2.10 The Mutual Member assumes all responsibility for any damage that may occur due to construction.

3.0 ADDITIONAL REQUIREMENTS FOR INSTALLATIONS

- 3.1 Alterations involving common walls shall be fire-rated per current California Building Code.
- 3.2 All exhaust fans must be installed per the Exhaust Fan/Vent Installation Standard.

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- 3.3 All penetrations through walls shall be properly sealed to prevent water intrusion.
- 3.4 The waterproof integrity of the roof, including the selection and use of appropriate flashing and sealers, must be maintained.
- 3.5 Roof tie-ins for vents on PVC Cool Roofs must be made by an approved roofing contractor. A Roofing Contractor Verification Form will be required prior to the issuance of a permit.
- 3.6 Cutting or altering roof trusses for the installation of vents in attic spaces are strictly prohibited.

4.0 OBLIGATIONS

- 4.1 Member is responsible for damages to roof or other structures caused by any alteration.
- 4.2 The Mutual Member is responsible for, and will bear all costs associated with clean-up or repair of Mutual owned or controlled property made necessary by or resulting from the alteration.