



## Laguna Woods Village®

### UNITED MUTUAL CONSENT APPLICATION INSTRUCTIONS

To obtain a Mutual Consent, print out and/or download required attachments. Follow the list of requirements below necessary to provide a complete permit submission. All submissions must be sent to Manor Alterations Department ([alterations@vmsinc.org](mailto:alterations@vmsinc.org)).

1. Complete the **Mutual Consent for Application**

- Include the homeowner's property address within the community, signature, and valid email address **United Alteration Sample Packet available online:**  
<https://www.lagunawoodsvillage.com/residents/resident-services#manor-alterations> (See ATTACHMENT A)
- The Contractor information and signature will be required
- Review the Standards for Alterations for your proposed alteration. If a proposed alteration does not follow the standard provided, a Variance Request will be required in advance of alterations. **United Alteration Sample Packet available online:**  
<https://www.lagunawoodsvillage.com/residents/resident-services#manor-alterations> (See ATTACHMENT B)
- Include specifications of any products/items to be installed in your unit as related to your proposed alteration. **United Alteration Sample Packet available online:**  
<https://www.lagunawoodsvillage.com/residents/resident-services#manor-alterations> (See ATTACHMENT C)

2. Provide a copy of the floor plan that corresponds to your unit/manor including-

- Scope of work inclusive of all proposed alterations
- Highlighted location of all proposed permit items within scope of work noted on floor plan **United Alteration Sample Packet available online:**  
<https://www.lagunawoodsvillage.com/residents/resident-services#manor-alterations> (See ATTACHMENT D)
- Manor Alterations will determine if Structural Drawings will be required dependent upon the proposed project

3. If the **General Contractor** listed on your application has not conducted work within the community, we will require a **Certificate of Liability** indicating the appropriate parties as "Additionally Insured", minimum coverages noted for General Liability, Worker's Compensation, and Automobile Insurance. (ATTACHMENT E)

4. Payment will be obtained after your completed permit is approved by a Manor Alterations Inspector.

5. Please email complete submission to initiate the processing of your documents.

Once approved, Manor Alterations will contact the applicant via the information provided to collect credit card payment for the permit fees. An email will be sent with your approved documents to all parties involved to continue the process at the city.

# UNITED: MUTUAL CONSENT FOR MANOR ALTERATION(S)

Manor: \_\_\_\_\_  
 Street: \_\_\_\_\_  
 Mutual Consent#: \_\_\_\_\_  
 Final Inspection: \_\_\_\_\_  
**A copy of the signed City Final Inspection is required for final acceptance by the Mutual**  
 City Demo Permit#: \_\_\_\_\_  
 Final Inspection: \_\_\_\_\_  
 City Permit#: \_\_\_\_\_  
 Final Inspection: \_\_\_\_\_  
 NAF: \_\_\_\_\_  
 Expiration Date of Mutual Consent: \_\_\_\_\_

The undersigned, a member of United Laguna Woods Mutual, a California nonprofit corporation (hereafter referred to as the "Corporation"), hereby requests permission of the Corporation to make the alteration described below to the Manor. Said alteration (hereafter sometimes referred to as the "Work") shall be performed subject to the terms and conditions printed on the reverse side hereof, and the latest version of the Contractor Violation Policy, which terms and conditions set out the responsibilities of the member and the below named contractor.

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

MANOR MODEL NAME: \_\_\_\_\_ PLAN #: \_\_\_\_\_

**PROPERTY OWNER / APPLICANT INFORMATION**  Check Box if You Are Providing Fee Payment

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

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

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

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

**CONTRACTOR INFORMATION**  Check Box if You Are Providing Fee Payment

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

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

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_

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

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


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

PER MUTUAL APPROVED STANDARD PLAN(S) #

PER MUTUAL APPROVED VARIANCE RESOLUTION #

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

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

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

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

► Signature of Member: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR: IMPORTANT, PLEASE READ CAREFULLY**

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

► Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

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

**FOR OFFICE USE ONLY**

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

Alteration Code(s): \_\_\_\_\_

**Exhibit A – Construction Rules & Obligations**

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

1. Mutual consent (MC) approvals: No improvement shall be installed, constructed, modified or altered at any manor (property) within United Laguna Woods Mutual (mutual) without obtaining the proper demolition and new improvement permits in the forms of MCs for alterations and demolitions made to and approved in writing by Village Management Services Inc. (VMS), Manor Alterations Division (MA) or, in the event of a variance from the mutual's alteration standards, the Architectural Control and Standards Committee (ACSC) and the United board. In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the property, the shareholder/member agrees to comply with the mutual's governing documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
2. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the property's shareholder/member and/or all future mutual shareholders/members. Contractor may be held responsible to repair mutual property damaged and/or modified in the course of its work without having obtained the approval to do so via a duly executed MC.
3. Parking of contractors' or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible, contractors' or other invitees' vehicles should be limited in number.
4. A City of Laguna Woods permit may be required as well as a clearance requirement from the South Coast Air Quality Management District (SCAQMD) (asbestos hotline, 909-396-2336). Prior to the issuance of an MC for alterations and/or demolition, the appropriate City of Laguna Woods permit number(s) must be submitted to the MA office located in the Laguna Woods Village Community Center. The city permit must be approved within the prescribed time frame, and a copy of the final permit must be submitted to MA.
5. Shareholder/member hereby consents and grants to the mutual, MA, the Maintenance and Construction Department and their representatives a right of property entry at any time to inspect said property and its improvements and for the mutual and the department, including its representatives and contractors, to remedy any violation upon the property, including, but not limited to, removing trash and/or any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
6. Subject to the Contractor Violation Policy, shareholder/member and contractor shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents, any others who perform work on the property and any violation of the mutual's governing documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, damage to mutual property and use of mutual property for storage of equipment or materials without prior approval. shareholder/member acknowledges and agrees that all such persons are his/her invitees. shareholder/member shall be responsible for informing all his/her invitees of the mutual's rules and regulations; however, that does not relieve contractor from compliance with the rules due to ignorance or otherwise, as contractor will sign the MC for alterations and/or demolition as a condition to and requirement of any approval. shareholder/member shall be liable for any violation of the mutual's governing documents or for any damage caused by any invitee, including any fine, assessment or other charge levied in connection therewith; however, contractor is also responsible to repair all damage that was done in the execution of the alteration, consistent with item number two in this exhibit.
7. Shareholder/member and contractor are responsible for following the gate clearance process in place to admit contractors and other invitees. See <http://www.lagunawoodsvillage.com>.
8. Shareholder's/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 Laguna Woods Village for performance of work in connection with the property.
9. All improvements must be installed in accordance with California State building code, and the published mutual architectural alterations standards, policies and guidelines. See <http://www.lagunawoodsvillage.com>.
10. During construction, work hours established by the mutual and the noise ordinance set forth in the City of Laguna Woods municipal code must be adhered to at all times. Except in an emergency, work hours from 7 a.m. to 5 p.m. on weekdays, (quiet work permitted 7 a.m. to 8 a.m.), Saturdays 9 a.m. to 3 p.m.; no work is permitted on holidays and Sundays.
11. During construction, both the MC for demolition, alterations and the city building permit must be on display for public view at all times in a location approved by MA.
12. No waste or materials associated with the construction may be dumped in Laguna Woods Village trash bins; such waste or materials associated with the construction must be disposed of off-site by the contractor.
13. Call the Security Services Department at 949-580-1400 to receive dumpster location approval. All dumpsters must conform to the policy for temporary containers. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
14. Call Security at 949-580-1400 for portable bathroom placement approval.
15. The MC for alterations is expected to be completed within 90 calendar days after the date of approval, unless an application is submitted with fees and approved by MA for an extension or documentation is submitted with the MC that justifies the need for a period longer 90 days and MA has agreed to this extension in writing. If the MC has an established completion period of more than 90 days but less than 180 days, the date established by the MC shall govern. An extension for a maximum of an additional 90 calendar days beyond the maximum 180-day period may be granted at the request of the shareholder/member prior to expiration and at the discretion of MA. The contractor shall not perform any work beyond this 180-day period or six months unless authorized by MA in writing.
16. Violations of the forgoing conditions or the mutual's governing documents (see <http://www.lagunawoodsvillage.com>), including, but not limited to, unpaid assessments, work outside the approved plans, excessive noise, illegal dumping or working after hours, will result in disciplinary action, which could result in a stop-work notice, loss of privileges and/or severe fines to the shareholder/member as presented in the Contractor Violation Policy.
17. Mutual shareholder/member and his/her contractor shall indemnify, defend and hold harmless United and its officers, directors, committee members, employees and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from the mutual shareholder's/member's improvements and installation, construction, design and maintenance of same.

**Signature of Shareholder/Member:** \_\_\_\_\_

**Date :** \_\_\_\_\_



# Laguna Woods Village®

## Certificate of Insurance Sample

CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 5/25/2023		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER ACME Insurance & Associates Insurance 10148 Riverside Drive Toluca Lake, CA 91602		CONTACT NAME: Manor Alterations PHONE (949) 597-4616 FAX (949) 597-4316 E-MAIL alterations@vmsinc.org ADDRESS: _____				
INSURED Smith, John 123 Main St Anytown, CA 90001		INSURER(S) AFFORDING COVERAGE		NAIC #		
		INSURER A : Insurance Company		00000		
		INSURER B :				
		INSURER C :				
		INSURER D :				
		INSURER E :				
		INSURER F :				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	XYZ1234	6/4/2016	6/6/2016	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000 MED EXP (Any one person) \$ 500,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY				COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 250,000 PROPERTY DAMAGE (Per accident) \$ 100,000
	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Rented/Leased Equipment					Limit: \$50,000 Deductible: \$500 Example limit and deductible
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER			CANCELLATION			
Certificate Holder Golden Rain Foundation of Laguna Woods Village Management Services Inc. Third Laguna Hills Mutual United Laguna Woods Mutual P.O. Box 2220 Laguna Hills, CA 92654			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Sign here			

- 1 Producer**  
Your insurance agent; please contact your insurance carrier to have a document produced for you
- 2 Insured**  
Your name and address
- 3 Insurance Carrier**
- 4 Policy Number**
- 5 Effective Dates**
- 6 Liability Insurance Limits**  
Limits (maximum coverage) purchased for each coverage  
**General liability:** \$500,000/\$1,000,000  
**Auto (personal vehicle):** \$250,000/\$500,000  
**Auto (commercial vehicle):** \$500,000/\$1,000,000
- 7 Workers' Compensation**  
Workers' compensation and employment liability: \$500,000/\$500,000.  
For exceptions to workers' comp requirements, provide statement of no employees on company letterhead.
- 8 Certificate Holder**  
Golden Rain Foundation of Laguna Woods Village Management Services Inc.  
Third Laguna Hills Mutual  
United Laguna Woods Mutual  
P.O. Box 2220  
Laguna Hills, CA 92654

### What is a certificate of insurance?

A certificate of insurance (COI) is issued by an insurance company or broker and verifies the existence of an insurance policy.

### What is a "certificate holder?"

A certificate holder is someone who takes receipt or evidence of the COI. The certificate holder is the party to which the COI is provided.

### Contact Manor Alterations

8 a.m. to 5 p.m., Monday through Friday • 949-597-4616 • alterations@vmsinc.org  
lagunawoodsvillage.com/residents/resident-services#manor-alterations

## CONTRACTOR VIOLATION POLICY

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

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

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

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

### Moderate Violation

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

### Severe Violations

1. Any violation by a contractor performing demolition or initiating renovation work without all appropriate governmental and MA approvals inclusive of mutual consents issued by MA and City of Laguna Woods approvals, and
2. Any contractor performing work contrary to the work specifically noted on the mutual consent (MC) issued by MA for the following:
  - a. Performing any structural removal or modification, including, but not limited to, the widening of an opening of a doorway, passageway or window or removal or modification of a structural building element (inclusive of columns, bearing walls, shear walls, foundations, exterior walls, any work that would have required a variance approval from the board or lapse of any insurance coverage so disclosed by the contractor on the mutual standard certificate of liability insurance [COLI]).
  - b. Performing any work that is beyond the scope of work as defined by the mutual consent (MC). This expanded work will include, but not be limited to, installing a larger quantity of materials, amending the parameters initially identified, revised layout, increased dimensions of an approved renovation or using differing materials as was indicated on the MC.
3. Any expansion of the MC description for demolition or improvement work previously issued without further authorization from MA. Any unauthorized asbestos release contrary to city code, SCAQMD or Cal/OSHA regulations, or
4. The reluctance to complete the approved MC scope of work within 90 calendar days of permit issuance, or such reasonable time for the work so described on the MC as agreed to with MA when the MC was initially issued, exempting therefrom, any reasonable extension of time for force majeure condition affecting the timely completion of the work. See Exhibit A – Construction Rules & Obligations Contractor, Item 17, for complete terms relating to time of completion. A force majeure event shall be defined as an event beyond the control of the contractor affecting the timely completion of the work. Allowable force majeure events shall be considered as an event(s) affecting the entire local contracting community that would include major material shortages, war, strike, riot, catastrophic weather event, labor disputes or governmental orders relating to a pandemic. The contractor's time shall only be extended for the duration of the force majeure event. Contractor shall notify MA within 3 business days of knowledge of such delay or the potential of a force majeure event to allow consideration of an appropriate extension of time.

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

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

## **Contractor Violations**

### **Also see the contractor violation description below:**

1. Moderate first violations – Any violation of the Exhibit A – Construction Rules & Obligations unless noted as a severe violation. Contractor and shareholder/member will be notified of the first violation. All subsequent violations in this category will then escalate to a severe violation as described below.
2. Severe violations – If the first violation is a severe first violation (or a second moderate violation) then MA shall issue a potential violation notice. MA shall allow the contractor the opportunity to explain the circumstances of the violation. Under special circumstances shall the contractor be allowed to continue work. MA shall then determine if the potential violation notice shall become a violation notice and invoke those actions described in the contractor violation description.
3. In the event a suspension is issued, the contractor will no longer be allowed to do work within United. After the second suspension, board approval is necessary for contractor reinstatement. Thereafter, any violation would result in permanent suspension from United.
  - a. The shareholder/member is responsible for any supplemental cost to mitigate the actions of his/her contractor that might be attributable to the consequences of damage, including, but not limited to, remediation of emergency asbestos cleanup and mitigation, damage to mutual property and fines established by governmental agencies.
  - b. The shareholder/member is responsible for any increased costs in replacing a suspended contractor from an existing project, subject to No. 4 below.
4. Upon issuance of a notice of severe violation, the contractor shall not be allowed to submit any new application(s), and existing applications will be refused and/or the contractor will not be allowed to perform any further work in the mutual. However, the shareholder/member of the manor issued the offense and any shareholder/member who is currently using this contractor shall be allowed, with consultation, under special circumstances and only with the express written approval of MA to continue to use the offending contractor to finish an existing contract at the discretion of MA and in consideration of code compliance.

### **Contractor Violation Description**

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

#### **Moderate Violation**

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

#### **Severe Violation**

1. First offense – Notice of potential violation. Pending conference with MA (i.e., contractor will discuss with MA the basis for what was done so that MA can determine if there was a violation or a misunderstanding). The result of this conference will be the basis a 30-calendar-day suspension.
  2. Second offense – Notice of violation and mandatory 90-day suspension.
  3. Third offense – Notice of violation and mandatory termination of contractor from all work within the mutual. Only board reinstatement can result in the contractor continuing to work in the mutual.
- Suspensions resulting from the second and third offense violations will occur after a conference is held between MA and the contractor to determine if there was a violation or a misunderstanding. It shall also be determined if the shareholder/member of the manor issued the offense and any shareholder/member that is currently using this contractor, shall be allowed, under special circumstances, to continue to use the offending contractor to finish their existing contract at the discretion of MA and in consideration of code compliance.

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

### **Contractor Right to Dispute**

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

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

**Signature of Shareholder/Member:** \_\_\_\_\_

**Date :** \_\_\_\_\_

Red Highlighted Section indicates location of Asbestos Removal

X Mark indicates location of skylights

### San Sebastian

Approximate Gross Internal Area = 88.5 sq m / 953 sq ft

**SAMPLE**

<https://www.lagunawoodsvillage.com/neighborhoods/floorplans>

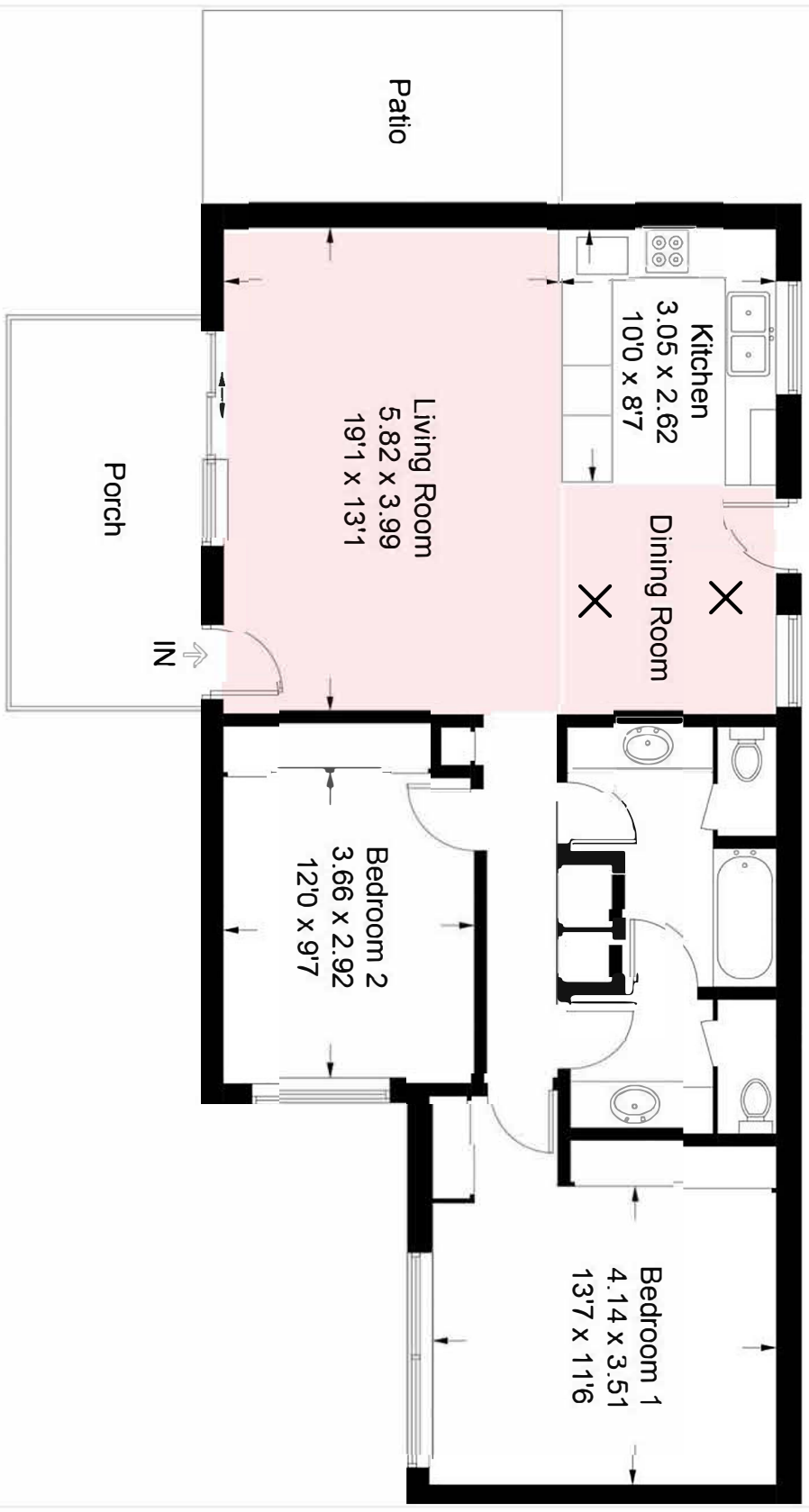


Illustration for identification purposes only. Measurements are approximate, not to scale. FloorplansUSketch.com ©2017 (ID367257)



# Laguna Woods Village®

## MEMBER NOTICE

### ASBESTOS AND LEAD HAZARDOUS MATERIALS

All homes in Laguna Woods Village were constructed in the 1960s and 1970s. At that time, asbestos and lead-containing materials met local codes as well as state and federal regulations. These materials, known to be hazardous, were used extensively throughout many building products.

**Asbestos Containing Materials include but are not limited to:**

- Ceiling tile
- Floor tile/linoleum and mastic
- Textured wall surfaces
- Stucco & Tex-coat
- Cove Base Mastic
- Transite Panels behind bathroom shower walls
- Sprayed acoustical ceilings & attic overspray
- Fire doors
- Structural fireproofing
- Pipe/boiler insulation
- Attic insulation
- Heating duct material/insulation

**Lead Containing Materials include:**

- Lead Based Paint
- Lead containing ceramic tiles

Disturbing these hazardous materials without proper safeguards can be hazardous to your individual health, the worker's health and the environment.

Prior to any disturbance of such suspect materials, it is required that they first be tested and categorized by CA-State Certified Asbestos/Lead consultants. Based on such determination based on the levels of lead and asbestos content, the proposed renovation activities may have to be assigned to a contractor specifically licensed for asbestos/lead work in compliance with federal, state and local laws, codes and regulations. Work performed without providing the required documentation may result in exposure, costly cleanup process, legal liability, fines & penalties to the member. Violators also may be reported to CAL-OSHA and EPA/AQMD.

There are major legal consequences and fines set forth by city, state and federal regulations in addition to the legal liability concerning the health effects on contractors and workers conducting the work.

Mutual members and their contractors are required to abide by all applicable federal, state and local laws, ordinances, codes and regulations relating to disturbance, removal, transportation and disposal of asbestos and lead containing materials in their homes, in addition to any requirements set forth by the member's Mutual. Members must check with the Manor Alterations Division at Laguna Woods Village prior to performing any upgrades or renovations to the unit.

