

### THIRD 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).

- 1. Complete the Mutual Consent for Application
  - Include the homeowner's property address within the community, signature, and valid email address Third 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. Third Alteration Sample Packet available online:
     <a href="https://www.lagunawoodsvillage.com/residents/resident-services#manor-alterations">https://www.lagunawoodsvillage.com/residents/resident-services#manor-alterations</a> (See ATTACHMENT B)
  - Include specifications of any products/items to be installed in your unit as related to your proposed alteration. Third 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 <u>all</u> proposed permit items within scope of work noted on floor plan <u>Third Alteration Sample Packet available online</u>: <u>https://www.lagunawoodsvillage.com/residents/resident-services#manor-alterations</u> (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. Third Alteration Sample Packet available online: <a href="https://www.lagunawoodsvillage.com/residents/resident-services#manor-alterations">https://www.lagunawoodsvillage.com/residents/resident-services#manor-alterations</a> (See 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.

### THIRD: MUTUAL CONSENT FOR MANOR ALTERATION(S) Street: The undersigned, a member of Third Laguna Hills Mutual, a California nonprofit corporation (hereafter Mutual Consent#: referred to as the "Corporation"), hereby requests permission of the Corporation to make the alteration Final Inspection: described below to the Manor. Said alteration (hereafter sometimes referred to as the "Work") shall be A copy of the signed City Final Inspection is performed subject to the terms and conditions printed on the reverse side hereof, which terms and required for final acceptance by the Mutual conditions set out the responsibilities of the member and the below named contractor. Per Resolution City Demo Permit#: 01-10-88, hereby designates that the member below is a representative of the Mutual exclusively for the Final Inspection:\_ purpose of obtaining a City of Laguna Woods building permit for the alteration proposed herein. City Permit#: Final Inspection: NAF: **Expiration Date of Mutual Consent:** MANOR MODEL NAME: PLAN #: **PROPERTY OWNER / APPLICANT INFORMATION Check Box if You Are Providing Fee Payment** Name: Phone: **Street Address:** City: State: Zip Code: Fmail: Check Box if You Are Providing Fee Payment **CONTRACTOR INFORMATION Company Name:** Phone: **Street Address:** City: State: Zip Code: Email: License: Class: **Expires: VALUATION: \$** PROJECT DESCRIPTION: ALTERATIONS TO BE COMPLETED PER MUTUAL RULES & STANDARD SECTION(S): PER MUTUAL APPROVED STANDARD PLAN(S) # PER MUTUAL APPROVED VARIANCE RESOLUTION # MEMBER: IMPORTANT, PLEASE READ CAREFULLY The Mutual's Alteration process requires the Mutual Member receive a I understand and agree that I am responsible for all risks in connection with copy of the Mutual Standard to which the requested Mutual Consent all alteration(s) or improvement(s), including but not limited to, the costs of applies, where applicable. To ensure compliance, the Member's removing, altering, protecting, or replacing the same as may be necessary signature below indicates receipt of the Standard is necessary, and a or appropriate to conduct Corporation business. Mutual Consent will not be issued without this required signature. I understand and agree that I am responsible for, and bear all costs in connection with all alteration(s) or improvement(s), including any costs associated with remediation, clean-up or repair of mutual owned or I understand that I will be in non-conformance if my contractor and/or I do not conform to Mutual Rules and Regulations, and that I may be subject to Member Disciplinary Procedures, including the possibility of controlled property, caused by or resulting from alteration(s) or a fine in accordance with the Schedule of Monetary Penalties. improvement(s) or the installation thereof I understand that I am responsible for the actions of my contractor(s), I understand that I am responsible for any damages, claims, fines, or violations that result from the actions or inactions of my contractor(s) or guest(s). 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 the Mutual Consent will EXPIRE within 180 DAYS. 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 BUIDLING INSPECTOR. I also understand that Mutual Consent will EXPIRE within 180 DAYS. Date: Signature of Contractor: 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. MEMBER AND CONTRACTOR ARE CAUTIONED TO TAKE ALL REASONABLE AND PRUDENT MEASURES TO PROTECT PERSONS AND PROPERTY BEFORE DISTURBING SUCH MATERIALS. MEMBER 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 LISE ONLY

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):											

**Permit Fee** Date VMS, Inc. Penalty Fee (If Applicable) Paid By Revised on 06/06/2024 Page 2 of 6

- No person shall make any alteration of, make any addition to, or remove any portion of any real property owned, managed or controlled by the Corporation without the prior written approval of the Corporation as evidenced by a Mutual Consent for Manor Alteration issued by the Corporation.
- 2. Concurrently with this application the following documents shall be submitted together with the required fee pursuant to Clause 10 herein.
  - a) A description of the proposed work to be performed.
  - b) If the proposed work is to be performed by a contractor, a copy of the written agreement covering the proposed work, executed by the member and the contractor.
  - If applicable, a building permit issued by the City of Laguna Woods, County of Orange, State of California.
  - d) Upon its submission, each of said documents shall be incorporated by reference and become a part of this application.
- 3. Any contractor who proposes to perform the work:
  - Shall be licensed as a contractor as required by the laws of the State of California, and shall present evidence thereof to the Corporation.
  - Shall maintain in force Commercial General Liability insurance and Workers Compensation insurance satisfactory to the Corporation.
     A performance bond and a labor and material bond may be required at the option of the Corporation.
  - c) Shall complete, verify and file with the Corporation, a Construction Contractor Pass Application, and shall promptly notify the Corporation of any change in the information provided in such application until such time as any warranties required in Clause 5 shall expire.
  - d) Shall identify all vehicles and persons with involved in performance of the work in a manner satisfactory to the Corporation, and surrender upon demand of the Corporation all identification credentials (such as passes which may have been supplied to them); such credentials remaining at all times the property of the Corporation.
  - e) Hereby warrants that all work to be performed shall be free from defective workmanship and materials tor a period of not less than one year from the date of final inspection by the Corporation as provided herein.
  - Shall perform all work to the satisfaction of the Corporation, subject to the inspection of the Corporation as provided in Clause 10 herein.
  - g) Shall indemnify and hold harmless the Corporation, Golden Rain Foundation of Laguna Woods, their officers, directors, agents and sureties pursuant to Clause 7 herein.
  - Shall keep the real property on which the work is to be performed free of all liens or claims pursuant to Clause 11 herein.
  - Shall comply with all applicable laws, plans, rules and regulations pursuant to Clause 4 herein,
  - j) Shall promptly commence the work and diligently prosecute the same to completion without unduly inconveniencing the member and neighboring residents and upon completion, file a request for final inspection with the Corporation on a form provided by the Corporation.
- 4. The member and contractor, shall comply at all times with:

Signature of Member:

- All federal, state and local laws, ordinances, codes and regulations.
- The plans and specifications or other description(s) of the work submitted to and approved by the Corporation.
- All rules and regulations of the Corporation and all other corporations owning, controlling or managing real property in Laguna Woods Village@, Laguna Woods, California.
- The member and the contractor, if any, hereby agree that any defects due to faulty materials or workmanship which appear within one year,

- or such greater period may be guaranteed by the contractor, if any, after final inspection by the Corporation, shall be corrected by and at the expense of the member and/or the contractor, if any, as the Corporation may, in its sole discretion, determine.
- 6. The member and the contractor, if any: understand that Village Management Services, Inc. is the Management Agent for the Corporation and is authorized act on behalf of the Corporation and to approve any application for Mutual Consent for Manor Alteration, if it complies with the requirements established by the Corporation. Notwithstanding any other provision herein, the Managing Agent is authorized to disapprove any application or revoke any approval after issuance if, in the sole judgment of the Management Agent, such disapproval or revocation may be in the best interest of the Corporation.
- 7. The member and the contractor, if any, agree to indemnify, defend and hold harmless the Corporation, Golden Rain Foundation of Laguna Woods, their officers, directors, agents and sureties from any and all claims, liens, liabilities, costs, expenses, fines, penalties or fees arising out of the work, including attorney's fees and court costs as may be incurred in defending against any such claims, liens, liabilities, costs, expenses, fines, penalties or fees.
- Approval of this application shall not be deemed to create any right to approval of any other such application on the part of the member.
- Approval of this application shall not create any right to the approval of any other application involving the same or similar work proposed to be performed by such contractor.
- 10. Concurrent with this application the member shall pay the current fee pursuant to the schedule of fees as determined by the Corporation from time to time. The Corporation may inspect and inquire into the status the work and may make a final inspection within 30 days after receipt of a written request for final inspection on a form provided by the Corporation from the member or contractor. No inspection by the Corporation shall constitute a waiver of any right of the Corporation or a release of any obligation or duty of the contractor or member hereunder, or warranty that the work has been completed properly or complies with applicable laws, ordinances, codes or regulations.
- 11. The real property on which the work is performed shall be kept free from liens or claims of mechanics, material men, subcontractors and others connected with the work. The contractor, if any, agrees to waive all rights for liens for any amount claimed to be due to the contractor from the member and agrees to execute release(s) of liens or other documents as requested by the Corporation, converting all work, labor and materials, including equipment and fixtures of all kinds, performed or furnished in connection with the work.
- 12. The contractor, if any, agrees that the issuance of a Mutual Consent for Manor Alteration shall constitute permission to the contractor, his subcontractors, agents and employees to Laguna Woods Village®, Laguna Woods, for such purposes and times as are reasonable and necessary for the prompt and efficient performance of the work. Such permission may be revoked by the Corporation at any time, with or without cause, as to the contractor, his subcontractors, agents and employees, or as to any of them.
- 13. The member hereby agrees to be responsible for the maintenance and repair of all additions or alterations created by the work, except for damage caused by or resulting from the gross negligence or willful misconduct of the Corporation, its officers, directors or agents. Notwithstanding any provision of any agreement between the contractor and the member to the contrary, no more than ninety per cent (90%) of the contract price for the work shall be paid by the member until the work has been completed and inspected as provided herein. In the event that legal proceedings are instituted by or against the Corporation in connection with this application or the work, the member and the contractor jointly and severalty agree to pay the Corporation all costs and expenses of such proceedings including reasonable attorney's fees. The member and the contractor, if any, understand that Village Management Services, Inc. is the Management Agent for the Corporation and is authorized act on behalf of the Corporation and to approve any application for Mutual Consent for Manor Alteration, if it complies with the requirements established by the Corporation. Notwithstanding any other provision herein, the Managing Agent is authorized to disapprove any application or revoke any approval after issuance if, in the sole judgment of the Management Agent, such disapproval or revocation may be in the best interest of the Corporation.



### **Certificate of Insurance Sample**

CERTIFICATE OF LIABILITY INSURANCE									DATE (MM/DD/YYYY) 5/25/2023	
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### 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?"

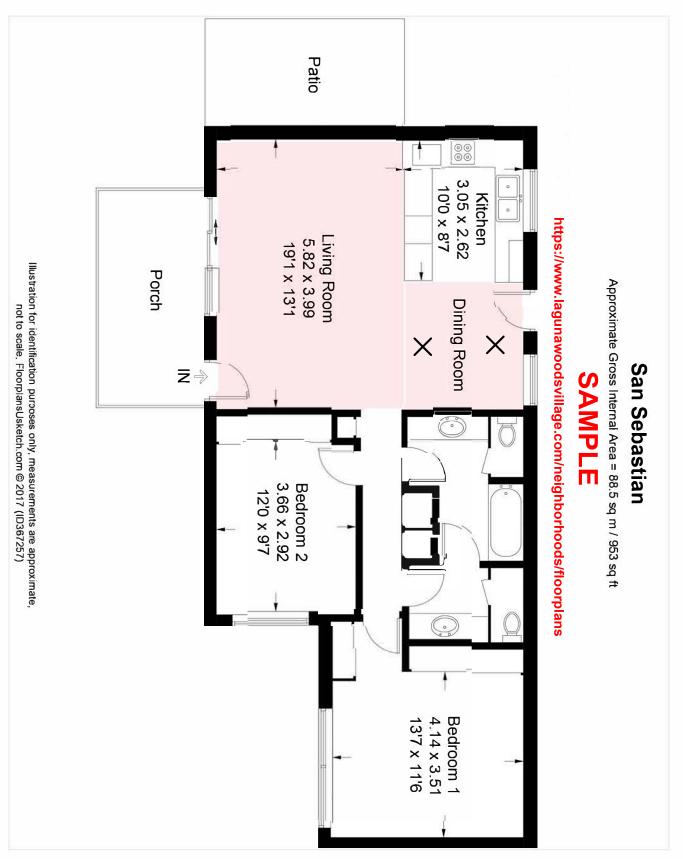
A certificate holder is someone who takes receipt or evidence of the COI. The certificate holder is the party to which the COI is provided.

### **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

# Red Highlighted Section indicates location of Asbestos Removal

## X Mark indicates location of skylights





## 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.







