

Voices Community Meeting Agenda
April 9, 2024
6:00 pm
Old Woodside Clubhouse
and virtual via Zoom (link in email)

Meeting Norms: Please raise hand to speak; no personal criticism will be allowed; to ensure everyone gets a chance to speak, please limit each instance of speech to 3 minutes; please note that meetings are open and your comments may be repeated outside the meeting

Voices Vision Statement: To provide a forum for discussion of positive outcomes focused on improving and enhancing the quality of life at Woodside.

A. Welcome and Meeting Norms (6:00–6:05)

B. Introductions (6:05–6:20)

C. Discussion (6:20–7:30)

1. Security (6:20–6:45)

- What steps should Woodside be taking to improve safety and security?

2. Compliance with CC&Rs and Bylaws (6:45–7:10)

- Have you read the Association’s governing documents?

3. Election (7:10–7:30)

- Incumbent Hassan Pejuhesh has withdrawn his candidacy
- Two virtual Meet the Candidates via Zoom events have been scheduled; all candidates were invited; details will be mailed to all homeowners
- **UPDATE:** Homeowners can submit questions for candidates to nomcomwoodside@gmail.com (Candidates Night, May 2; questions due by April 15) and to team@empowerwdsd.com (Meet the Candidates via Zoom, May 2 and May 15)

D. Adjournment (7:30)

Woodside Covenants, Conditions, and Restrictions (CC&Rs)

https://woodsidehoa.com/wp-content/uploads/2023/07/cc_rs_restated.pdf

Woodside Bylaws

https://woodsidehoa.com/wp-content/uploads/2023/07/restated_bylaws.pdf

Assembly and Meetings. Effective January 1, 2018, associations cannot prohibit members and residents from peacefully assembling or meeting with other members, residents, or their respective invitees or guests for purposes relating to (i) CID [Common Interest Development] living, (ii) association elections, (iii) legislation, (iv) elections to public office, or (v) the initiative, referendum, or recall processes. (Civ. Code § 4515(b)(1).)

Canvassing and Petitioning. Associations cannot prohibit members or residents from canvassing or petitioning (1) members, (2) the association’s board, and (3) residents to participate in permitted activities (assembling, meeting, speaking with public figures, etc.). (Civ. Code § 4515(b)(4).)

Distributing Flyers. Members cannot be prohibited from distributing or circulating, without permission, information about (1) CID living, (2) association elections, (3) legislation, (4) election to public office, (5) the initiative, referendum, or recall processes, or (6) other issues of concern to members and residents. This is by far the broadest and most overreaching portion of the new law. The scope of information which may be distributed, without permission, is effectively unlimited. It need only be any matter which concerns a member or resident. (Civ. Code § 4515(b)(5).)

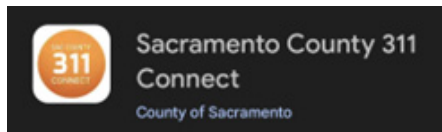
Source: <https://www.davis-stirling.com/HOME/P/Political-Activities-Flyers>

Sac 311 Connect: Your Link to

Did you know that there is a system to report non-emergency issues in the wider County of Sacramento? Potholes, illegal dumping, broken streetlights, and more can all be reported to the city or county using Sac 311.

Sacramento County’s Sac 311 system (and the City of Sacramento’s 311 system, which covers issues inside city limits) can be accessed from a mobile app, a website, and a phone number. If you download the app, you can create an account very quickly and use their “Report” button to quickly find the GPS location of the issue on a map, add a photo and any details about the issue, and send your report off to 311 to be directed to the appropriate county department.

If you don’t want to download the app, visit the website at 311.saccountry.gov or call 3-1-1 to report by phone or learn about other county services.



Above: The icon for the mobile app

Right: The welcome screen of the mobile app



Grounds Patrol Report

Two vehicles were stolen in Old Woodside and one in East Woodside. All vehicles were found. The window of one vehicle was broken before it was ransacked.

Please keep your doors locked, refuse to open your door to strangers, ask workers for identification, install a security system, lock your car, and prepare for emergencies.

- All residents, please contact the grounds patrol for any security issue at the time of the incident.
- Make sure all contractors and multiday visitors get a pass from the office.
- Make sure all vehicles (only 2 are allowed) are registered at the office in accordance with the Rules & Regulations.

Mike White, Grounds Patrol Supervisor

Vehicle Theft – 3

Vehicles Towed – 3

Auto Vandalized/Ransacked – 7

Mailbox Break-In – 7

Suspicious Person – 13

Checked Parking Lot – 126

Catalytic Converter – 0

Violation, Green Space – 14

Violation, Deeded Space – 21

Security Follow-Up – 24

To report crimes, always call 9-1-1 first

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California's Leader in Community Association Law

April 4, 2024

WATER DAMAGE AND INSURANCE FOLLOW-UP

Laurie and I want to thank the 1,300 attendees to our webinar. Many of you had questions we could not answer in the allotted time. Fortunately, our Director of Client Relations Miranda Ward was able to compile them. A lot of questions covered the same or similar issues. I will answer those that are most representative.

Water Protocol. Should the association consult legal counsel when adopting a water intrusion protocol?

RESPONSE: It wouldn't hurt. You want to make sure it's thorough and conforms to your governing documents. We developed a fairly comprehensive protocol for our clients.

Insurance Deductible. Can an association pursue payment of the deductible from the owner who caused the damage?

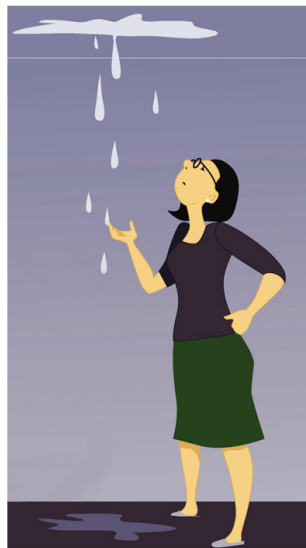
RESPONSE: If a loss can be attributed to an owner's negligence or intentional acts which results in a claim against the association's insurance, the owner that caused is normally responsible for the deductible. You should adopt a written policy for [how deductibles are handled](#).

Neighbor to Neighbor. Some HOAs stay clear of unit-to-unit leaks saying that repairs are between the two owners. Is this correct?

RESPONSE: No it's not. The association has a role in the matter because the water travels through common areas. If the board refuses to get involved and the two owners deadlock, a lawsuit will likely follow. It's a virtual guarantee the association will be named. It is better to be proactive. That means keeping a remediation company on speed dial to clean up water and dry out ceilings and walls to prevent mold. Once everything is dry and repairs are made, the association has the power to special assess the responsible party if appropriate. Legal counsel will need to get involved to review the CC&Rs and guide the board through the process.

Inspection Policy. Does an inspection policy really reduce liability to the HOA?

RESPONSE: I don't know what



neighbor
to
neighbor



I join Adrian in inviting you to [contact us](#) for your association's legal needs.

Larry

Hon. Lawrence W. Stirling, Senior Partner and author of the Davis-Stirling Act



MARCH CLIENTS

- 188 West St. James
- Ashford Highlands
- Barcelona Maintenance
- Blue Lake Springs
- Creekside North
- East Hilton Drive
- Highpoint
- Lafayette Park Place
- Las Flores II
- Marvin Gardens
- Mesa Verde Collection
- Monticello Park
- Oaks at Lake
- Forest Park Place Bluffs
- Sagewood
- Seaview Estates
- Smoketree Stanton
- Stetson Ranch
- Vista Catalina
- Westmoreland Chateau



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inspection policy you are referring to, but "Yes" inspections reduce potential liability.

Insurance policies should be reviewed by your broker to make sure they comply with your CC&R requirements--do you have bare walls coverage or all in? Roofs should be inspected and repaired before they leak. Balconies should be inspected and repaired before they collapse. Common areas should be inspected for safety hazards. I could go on, but I think you get the point. It's like going to the doctor for annual checkups to find and treat problems early on. Not going could be fatal.



Insurance Demand. Who is responsible for making a claim on the HOA's insurance? The board, management or the homeowner?

RESPONSE: The association is the policy holder. The board or its managing agent, at the direction of the board, should make the claim. It gives them the opportunity to manage losses. If the deductible is high and the damage minor, they may choose not to make a claim and cover it out of pocket to keep premiums down.

Maintenance Chart. If we can't get our CC&Rs amended and we create a matrix, what overrides what?

COMPONENT(S) O = Owner, A = Association "Full" means maintain, clean, paint, repair, and replace. "Maintain" means keep clean and attractive.		Full	Maintain
1.	Balcony and Patio drains	O	
2.	Ceiling surfaces surrounding Units (including, but not limited to, "popcorn" texturing and any "asbestos containing materials" (ACM) in texturing and drywall on ceiling.	O	
3.	Clogs and blockages - garbage disposals, sinks, toilets, showers, bathtubs and any other drains, excluding the main drain lines	O	
4.	Drains – landscape drains in Common Area	A	

RESPONSE: Creating a maintenance chart and adding it to your rules is perfectly acceptable. It makes it easy for owners (and board members) to determine who is responsible for what. You want to make sure it matches

responsibilities defined in your CC&Rs. This is where legal counsel may be needed since maintenance duties are not always clear--especially in older documents. If there is a conflict between your chart and your CC&Rs, [your CC&Rs control](#).

Access to Unit. If the only way a leak can be repaired is through a unit and the owner refuses to let the plumber in, what option does the association have?

RESPONSE: I recommend everyone amend their CC&Rs to exile such owners. Short of that, CC&Rs always provide a right of entry to make repairs. If it's a flood and the water can't be turned off, the fire department can force entry into the unit. If it's a slow leak, the association's legal counsel can make a written demand for access and threaten legal action if it's not given. See [Right of Entry](#).



Waterproofing. Is the HOA responsible for waterproofing underground



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POLICIES & RULES
Accessory Dwellings
Anti-Harassment
Collection Rules
Communications
Disability Guidelines
Election Rules
Electric Vehicles
Elevated Structures
Emergency Rules
Employee Handbook
Maintenance Chart
Membership List
Rent Restrictions
Signage Rules
Solar Panel Policy
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Litigation

parking?

RESPONSE: Over time, waterproofing will fail (roofs, balcony decks, planter boxes, etc.). Parking structures are part of the common areas for which the association is responsible to maintain, repair and replace. ([Civ. Code § 4775.](#)) If water is coming through the walls, it creates two problems. The first is it will damage the structure. Reinforcing steel in the concrete will rust, expand, crack the concrete, and weaken the structure (the same as happened to Champlain Towers in Florida before it collapsed killing 98 people). The second problem will be potential slip and falls from water pooling on the floor. The board should find out what it costs to waterproof the walls and then find a way to pay for it.

Door Maintenance. We have an owner with mild damage from poor door maintenance on their part and on the part of their upstairs neighbor, but they continue to threaten to involve the HOAs insurance and or sue us. What is the best way to proceed?

RESPONSE: You should have a legal counsel review your documents to see if maybe the association is responsible for maintaining the doors. It would be better to hear it from the association's attorney than from a judge. If the owners are responsible for door repairs and waterproofing, then a letter from your attorney to the two owners would be a good start.

No Key. We have a homeowner who refuses to leave a key with the board for emergency entry. They do not live in the unit. The unit is empty for several months at a time. There was an emergency overflow coming from this unit and it was protracted because nobody could access the unit to check for source of leak from above. Does this affect responsibility?



RESPONSE: Yes, it does. I sense a lawyer letter in the offing.

Remodel. If a homeowner added new sinks, bath shower which included new plumbing pipes inside the common area walls then in the future such areas leak, is this still the association's responsibility to fix? Or are remodels with new plumbing the homeowner's problem?

RESPONSE: The Pottery Barn has a policy of "you break it, you bought it." The same rule applies to remodels. You should put it into your architectural rules that if members change the association's common areas, they are responsible for the changes. You should also put it in the architectural application signed by members. For things like enclosing a balcony or installing a skylight in the association's roof, I like [recording a covenant](#) so all future owners of the unit know they are responsible for maintenance of the alterations and any damage they might cause.

HIRING ATTORNEYS

We are hiring experienced HOA attorneys as well as those new to this area of the law. We offer a [collegial work environment](#), [excellent benefits](#) and flexible work schedules.

If you are interested, or know someone who may be a good candidate, you can contact me confidentially [by email](#) or by phone at (800) 464-2817.



Department We handle all HOA litigation needs. [Contact Us](#)

UPDATE!

CC&Rs and Bylaws
[Contact Us](#)

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A handwritten signature in blue ink, appearing to read "Adrian Adams".

[Adrian J. Adams, Esq.](#)
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DISCLAIMER. Our newsletter provides commentary, not legal advice. Boards need to retain an attorney to review all the facts and give a legal opinion on the issues they face. We serve as corporate counsel to California associations only. [Request a proposal to represent your association.](#)

PAST NEWSLETTERS. Readers can find current and prior year newsletters [posted here](#). Older newsletters are not posted since the information they contain can change over time with new statutes and case law. The website, however, is kept updated with current information which can be found via the "[Index](#)" or through our website's internal "Google Search" feature.

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Los Angeles, CA 90064

CC&Rs

2.5 Mechanic's Liens. In the event there shall be filed against the Common Area a Notice of Mechanic's Lien for, or purporting to be for, labor or materials alleged to have been furnished or delivered for any Owner within the Project or his or her Condominium, such Owner shall forthwith cause such lien to be discharged by payment, bond, or otherwise. If the Owner fails to cause the lien to be discharged, the Board may send written notice to the Owner specifying that unless the Owner causes the lien to be discharged within five (5) days from the date of such notice, the Board may cause the lien to be discharged. Within such five (5) day period, the Owner shall be permitted a hearing before the Board regarding the validity of such lien and any offsets or defenses thereto. At that time, the Board shall determine whether the lien adversely and improperly affects and encumbers the rights and interests of the Association or the other Owners. If the Board of Directors determines that the lien does adversely and improperly affect and encumber such rights and interests and that adequate protection of such rights and interests has not been provided, the Board may cause the lien to be discharged by payment, bond, or otherwise. The Board shall have the right to levy a Reimbursement Assessment against the Owner responsible for causing the lien to be discharged in an amount equal to all amounts paid by the Association together with interest thereon at the legal rate and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' fees.

3.5 Maintenance and Repair Easements. The Association shall have the right to enter into any Unit for the purposes of performing permissible installation, alterations or repairs to mechanical and electrical services with respect to the Owner's Unit, the Common Areas or other Units. Such right shall be subject to the requirement that the Association (i) notify the Owner of the Unit to be entered at least twenty-four (24) hours in advance, and (ii) make such entry at a time convenient to such Owner. However, in the case of an emergency, such right of entry shall be immediate.

5.15 Access. The Board and its duly authorized agents or representatives shall have the right, after reasonable notice to the Owner thereof, to enter any Unit for the purpose of performing the maintenance authorized herein or for any other purpose reasonably related to the performance by the Association or the Board of their responsibilities.

6.7 Reimbursement Assessments. The Association shall levy a Reimbursement Assessment against any Owner and his or her Condominium (1) if a failure by such Owner, or any person or pet for whom the Owner is responsible, to comply with any provision of the Governing Documents necessitates or results in an expenditure of funds by the Association to deal with such lack of compliance or to bring such Owner or his Condominium into compliance, or (2) if the Owner fails or refuses to pay the contribution required pursuant to Section 7.3 of this Declaration. A Reimbursement Assessment shall include any costs incurred by the Association, including attorneys' fees, to collect from an Owner any amount which the Owner is obligated to pay to the Association. A Reimbursement Assessment shall be due and payable to the Association when levied.

6.8 Enforcement Assessments. The Board may levy an Enforcement Assessment (and any fine imposed by the Board in accordance with the provisions of the Governing Documents shall be deemed to be such an Enforcement Assessment), for violation of any of the provisions of the Governing Documents. Any Enforcement Assessment shall be due and payable to the Association when levied.

6.10 Offsets. All Assessments levied by the Board shall be payable in the full amount specified, including any Additional Charges imposed as provided by the terms of this Declaration, and no

Mechanic's Lien, Association Right to Enter

offsets against any such amounts shall be permitted for any reason whatsoever, including without limitation a claim that the Association has failed to properly exercise its duties of maintenance or enforcement.

7.10 Negligently or Willfully Caused Damage.

(a) Any Owner or other person negligently or willfully causing damage to any portion of the Project shall be liable therefor, and shall be subject to a Reimbursement Assessment for the costs of repairing such damage.

8.2 Authority for Entry of Unit or Exclusive Use Common Area. The Association or its agents may enter any Unit or any portion of Exclusive Use Common Area which has been designated or assigned for the exclusive use of the Residents of a particular Unit, whenever such entry is necessary, in the Board's sole discretion, in connection with the performance of any maintenance, repair, construction, or replacement for which the Board is responsible or which it is authorized to perform, including without limitation the authorization provided in Section 8.6. Although under no obligation to do so, the Board, in its complete and sole discretion, may enter or may authorize the Association's agents to enter any Unit or any portion of Exclusive Use Common Area to effect emergency repairs where such repairs are necessary for safety reasons or to prevent or discontinue damage to the entered Unit or Exclusive Use Common Area, any other Unit or the Common Area. The cost of performing any such emergency repairs shall be charged to the Owner as a Reimbursement Assessment. Such entry shall be made with as little inconvenience to the Residents as practicable and only upon reasonable advance written notice of not less than twenty-four (24) hours, except in emergency situations.

8.3 Association Liability. The Association shall not be responsible or liable for any maintenance, repair, or replacement of a Unit, except to the extent that the need for such maintenance, repair, or replacement results from the negligence or fault of the Association, its employees, contractors, or agents.

8.7 Owner Liability. In the event the need for any maintenance, repair, or replacement is caused by the willful or negligent act or omission of an Owner or the members of an Owner's household or an Owner's tenants, contract purchaser, guests, invitees, or household pets, the cost of such maintenance, repair, or replacement, including the cost of materials, labor, supplies, and services shall be charged to, and paid by, such Owner in the form of a Reimbursement Assessment.

Bylaws

8.1.8 Entry for Repairs. Enter any Unit, whenever such entry is necessary, in the Board's sole discretion, in connection with the performance of any maintenance, repair, construction, or replacement for which the Association is responsible or which it is authorized to perform, including without limitation the authorization provided in Section 8.2 and Section 8.6 of the Declaration. Although under no obligation to do so, the Board, in its complete and sole discretion, may enter or may authorize the Association's agents to enter any Unit to effect emergency repairs where such repairs are necessary for safety reasons or to prevent or discontinue damage to the entered Unit, any other Unit or the Common Area. Such entry shall be made with as little inconvenience to the Residents as practicable and only upon reasonable advance written notice of not less than twenty-four (24) hours, except in emergency situations;

Architectural Changes, Washer & Dryer Placement

Law

Civil Code § 4765. Procedures for Architectural Review. (a) (1) The association shall provide a fair, reasonable, and expeditious procedure for making its decision. The procedure shall be included in the association's governing documents. The procedure shall provide for prompt deadlines. **The procedure shall state the maximum time for response to an application or a request for reconsideration by the board.** (2) A decision on a proposed change shall be made in good faith and may not be **unreasonable, arbitrary, or capricious.**

CC&R Prohibitions. Architectural committees cannot approve submittals that clearly violate the CC&Rs. (Woodridge v. Nielsen; wooden deck in an easement). <https://www.davis-stirling.com/HOME/A/Architectural-Case-Law>

CC&Rs

4.5 Offensive Conduct, Nuisances, Noise. No noxious, harmful, or offensive activities shall be conducted upon or within any part of the Project, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any Residents of the Project, or which shall in any way interfere with their use of the Common Area and facilities thereon or the use and enjoyment of their Condominiums or Units. Without limiting any of the foregoing, **no Resident shall permit noise, including but not limited to the barking of dogs, to emanate from the Resident's Unit, which would unreasonably disturb another Resident's enjoyment of his or her Unit** or of the Common Area. The determination of whether noise levels are excessive is completely within the discretion of the Board.

4.8 Requirement of Architectural Approval. As addressed in greater detail in Article 10, construction, installation, modification, or alteration of buildings, outdoor structures, landscaping, and outdoor lighting are subject to approval of the Board.

10.1. Architectural Committee Approval Required For All Improvements. No building, exterior wall or other structure or improvement of any kind (including, without limitation, patio or balcony covers, skylights, spas and/or antennas) shall be erected, constructed, installed, placed upon or maintained within the Project, and no common wall or ceiling of any Unit shall be penetrated (collectively such projects shall be referred to as "Improvements") until plans and specifications for the Improvement showing the nature, location, color, kind, height, shape, materials (and, in the case of a spa Improvement, information on the noise level of the equipment) have been submitted to, and approved by, the Association's Architectural Committee in accordance with this Article 10. Any decision of the Architectural Committee shall be furnished, in writing, to the Board of Directors for ratification at the Board's next regularly scheduled meeting.

10.6. Criteria For Approval of Improvements. When a proposed work of Improvement has been submitted to the Architectural Committee for review and approval, the Committee shall grant the requested approval, and send their determination to the Board for ratification, only if the Committee makes each of the following determinations:

- (a) That the information submitted by the Owner is complete and in compliance with the requirements of this Article 10;
- (b) That the proposed Improvement is (1) in conformity with these restrictions, (2) in harmony with the external design and construction standards of other similar improvements within the Project, and (3) **that the Improvement will not unreasonably interfere with the rights of quiet enjoyment of the Owners of other Condominiums within the Project;** and
- (c) That the proposed improvement would otherwise be consistent with the architectural and aesthetic standards prevailing within the Project and with the purposes of this Declaration. While it is recognized that this aspect of the Architectural Committee's determination will, of necessity, be subjective to some degree, in reaching a decision the members of the Committee shall give the greatest weight to the factors specifically enumerated in this Section 10.6 and they shall act in a uniform and non-discriminatory manner (although **the Committee shall be entitled to make reasonable**

Architectural Changes, Washer & Dryer Placement

distinctions between similar proposals based upon such factors as the location of the Unit in relation to other Units, previous maintenance or compliance problems with the requesting Owner, and the like).

10.9. Waivers. The approval by the Architectural Committee of any plans, drawings or specifications for any Improvement, or in connection with any other matter requiring the approval of the Architectural Committee under this Declaration or **the granting of a variance in any particular instance, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification, requested variance** or other matter whenever subsequently or additionally submitted to the Committee for approval by the same or some other Owner.

10.10. Variances. The Architectural Committee, with ratification by the Board, shall be entitled to allow reasonable variances in any procedures specified in this Article 10 in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships, provided the following conditions are met:

(a) **The Architectural Committee conducts a public hearing on the proposed variance after giving at least 10 days' prior written notice to the Board and to all Owners residing within 300 feet of the subject Unit.**

(b) The Architectural Committee makes a good faith written determination that: (1) the requested variance does not constitute a material deviation from any restriction contained herein or that the proposal allows the objectives of the violated requirement(s) to be substantially achieved despite noncompliances; or (2) that the variance relates to a requirement hereunder that is unnecessary or burdensome under the circumstances; or (3) that **the variance, if granted, will not result in a material detriment or create an unreasonable nuisance with respect to any other Unit, Common Area or Owner** with the Project.

10.12. Limitation on Liability. Neither the Architectural Committee nor any member thereof shall be liable to the Association, or to any Member, Owner or other person or body for any damage, loss or prejudice suffered or claimed on account of (a) the approval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development or manner of development of any property within the Project, **provided, however, that such committee member has, with the actual knowledge possessed by him, acted in good faith.** Without in any way limiting the generality of the foregoing, the Architectural Committee, or any member thereof, shall consult with the Board of the Association, if requested, with respect to any plans, drawings or specifications, or any other proposal submitted to the Architectural Committee.

Rules (2020)

9.1.2 Owners desiring to make changes or modifications to their units or to the exclusive use common area must submit a request to the architectural committee. One of the purposes of the review is to protect other homeowners from safety hazards, fires caused by potentially hazardous electrical changes or from water damage by plumbing changes. Changes to plumbing in interior walls or relocation of existing plumbing fixtures, changes to electrical systems in a common wall, projects necessitating cutting holes in a common wall, or relocation of existing electrical outlets and switches are all examples of architectural changes that must be submitted to the committee and approved by the Board prior to commencement of construction. The review is to determine if the changes and/or modifications are up to code and necessary permits have been acquired.

48. WASHERS/DRYERS – INDIVIDUAL UNITS

Installation of washer/dryer hookups (electrical/plumbing) in individual units requires architectural approval. Dryers must be ventless. Venting may not extend through roofing or any exterior wall.

Washers and dryers may not be installed on common walls. They may be side-by-side, stackable, or a combination washer and dryer (all-in-one).