



OPEN MEETING

**REGULAR MEETING OF THE THIRD LAGUNA HILLS MUTUAL
RESIDENT POLICIES AND COMPLIANCE TASK FORCE**

**Thursday, August 29, 2019– 1:00 P.M.
Laguna Woods Village Community Center Board Room
24351 El Toro Road**

AGENDA

- | | |
|---|-----------------|
| 1. Call to Order | Roy Bruninghaus |
| 2. Acknowledgment of Media | Roy Bruninghaus |
| 3. Approval of the Agenda | Roy Bruninghaus |
| 4. Approval of Meeting Report for July 24, 2019 | Roy Bruninghaus |
| 5. Chair's Remarks | Roy Bruninghaus |
| 6. Member Comments (Items Not on the Agenda) | Roy Bruninghaus |

Reports:

- | | |
|----------------------------------|------------------|
| 7. Vacant Manor Updated List | Brett Crane |
| 8. Disciplinary Report | Blessilda Wright |
| 9. Expired Lease – 15 Day Letter | Pamela Bashline |

Items for Discussion and Consideration:

- | | |
|------------------------|------------------|
| 10. Non-Smoking Policy | Blessilda Wright |
| 11. Solicitation | Blessilda Wright |
| 12. Census | Blessilda Wright |

Items for Future Agendas:

- | | |
|----------------------|--|
| 13. To Be Determined | |
|----------------------|--|

Concluding Business:

- | | |
|---|--|
| 14. Committee Member Comments | |
| 15. Date of Next Meeting – To Be Determined | |
| 16. Adjournment | |

Roy Bruninghaus, Chair
Blessilda Wright, Staff Officer
Telephone: 597-4254



OPEN MEETING

REGULAR MEETING OF THE THIRD LAGUNA HILLS MUTUAL RESIDENT POLICY AND COMPLIANCE TASK FORCE

Wednesday, July 24, 2019 – 2:00 p.m.
Laguna Woods Village Community Center, Board Room – 24351 El Toro Road

MEMBERS PRESENT: Roy Bruninghaus, Chair, Bunny Carpenter, Reza Karimi, and Steve Parsons

MEMBERS ABSENT: Rosemarie diLorenzo

ADVISORS PRESENT: Stuart Hack and Cindy Baker

ADVISORS ABSENT: None

STAFF PRESENT: Pamela Bashline, Blessilda Wright, Gavin Fogg, Francis Gomez, and Debbie Ballesteros

CALL TO ORDER

Roy Bruninghaus, Chair, called the meeting to order at 2:01 p.m.

ACKNOWLEDGEMENT OF PRESS

The Media was not present.

APPROVAL OF AGENDA

Director Karimi made a motion to approve the agenda as presented. Advisor Hack seconded the motion.

By unanimous vote the motion carried.

APPROVAL OF MEETING REPORTS

Director Karimi made a motion to approve the June 12, 2019 meeting report as presented. Director Carpenter seconded the motion.

By unanimous vote the motion carried.

CHAIRMAN'S REMARKS

Chair Bruninghaus stated that before a matter is sent to legal, he would like to have everything in order, finalized, and ready to go. Chair Bruninghaus added three items for future agendas. He also commented that today's meeting will focus on the Leasing Policy Amendment and Co-Occupancy Policy. Chair Bruninghaus welcomed everyone in the room and thanked them for attending the meeting.

MEMBER COMMENTS ON NON-AGENDA ITEMS

Ben Brown (3130-D) had some trouble with flooding. He is concerned with the maintenance and the follow up procedures.

Sunny Young (2380-E) commented on his delinquent account.

Phyllis Waite (3428-M) commented on parking issues and common area clutter (landscape / balcony).

Steve Parsons entered the meeting at 2:15 p.m.

RESPONSE TO MEMBER COMMENTS ON NON-AGENDA ITEMS

Chair Bruninghaus responded to Mr. Brown informing him that he will bring the issue to the attention of the COO, Siobhan Foster.

Francis Gomez, Compliance Manager, responded to Mr. Young that she would look into his issue and contact him.

Director Parsons responded to Ms. Waite and informed her that Third has a Parking Task Force to work on parking issues over time.

Chair Bruninghaus responded to Ms. Waite and explained that there is a process for detecting clutter. If she sees something, she should contact Security to start the Compliance process.

REPORTS

Vacant Manor Updated List

Gavin Fogg, Inspections Supervisor, presented the Vacant Manor Updated List. He explained the different statuses. The Task Force members commented and asked questions.

Disciplinary Report

Blessilda Wright, Compliance Supervisor, presented the Disciplinary Report. The Task Force members commented and asked questions.

The Task Force directed Staff to add two more items to the report: active cases per month and average case load per coordinator.

Expired Lease – 15 Day Letter

Pamela Bashline, Community Services Manager, presented a report on the success of the Expired Lease – 15 Day Letter. She explained that in June, 26 letters were sent out and only two (2) cases remain open. 24 cases were resolved. The Task Force members commented and asked questions.

ITEMS FOR DISCUSSION AND CONSIDERATION

Leasing Policy Amendment

Ms. Bashline presented the proposed Leasing Policy changes. She explained that if a landlord wants to make changes to a lease during the term of the lease, the proposed change to the leasing policy will require the landlord to write a new lease and apply for a new lease authorization. Doing so makes it easier to track who is living in the unit. The Task Force members commented and asked questions.

Director Parsons made a motion to approve the proposed changes to the Leasing Policy. Director Karimi seconded the motion.

By unanimous vote, the motion carried

Co-Occupancy Policy Study Group

Chair Bruninghaus presented the Co-Occupancy Policy Study Group report. The Task Force members commented and asked questions. The Study Group members also commented on the report.

Director Karimi made a motion to approve the Co-Occupancy Policy. Director Parsons seconded the motion.

By unanimous vote, the motion carried

ITEMS FOR FUTURE AGENDAS

- Smoking Policy
- Solicitations (Political)
- Census (Federal)

CONCLUDING BUSINESS

Task Force Member Comments

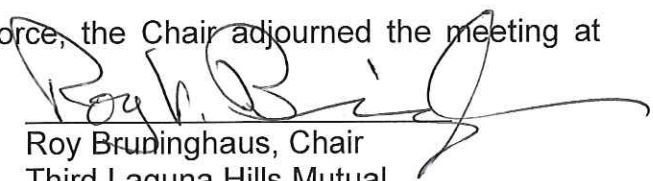
There were no Task Force Member Comments.

Date of Next Meeting

The next meeting is scheduled for Thursday, August 29, 2019 at 1:00 p.m. in the Board Room.

Adjournment

With no further business before the Task Force, the Chair adjourned the meeting at 3:02 p.m.


Roy Bruninghaus, Chair
Third Laguna Hills Mutual

Third Mutual Unoccupied Units Summary

Status	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<i>Inspected</i>		14					13	8				
<i>In Process/Letter to be sent</i>		47					0	0				
<i>For Sale/Sold (<6month)</i>		25					31	33				
<i>Escrow</i>		6					0	0				
<i>Letter Sent</i>		12					12	12				
<i>Under Construction</i>		26					25	21				
<i>Denied Entry</i>		2					1	2				
<i>Activity at Unit</i>		0					10	8				
<i>Scheduled for Inspection</i>							20	25				
<i>Total Qualify for Inspection</i>		59					32	37				
<i>Total Vacant</i>		132					112	109				

Examples of Activity: Owner/PoA/STTE responded with details of their frequenting the unit. Active open maintenance tickets inside unit e.g. rain event leak.



Laguna Woods Village®

MEMORANDUM

To: Third Laguna Hills Mutual Board of Directors
From: Blessilda Wright, Compliance Supervisor
Date: August 20, 2019
Re: Disciplinary Hearing Update

Below is a breakdown of the disciplinary cases:

	May	Jun	Jul
Total Number of Cases:	362	379	383
Allegations:			
Abandoned Vehicle:	15	13	15
Alteration - Failure to Maintain:	8	10	20
Animal Nuisance:	21	23	40
Alteration Standards:	37	35	37
Business in Manor:	0	0	0
Clutter:	146	150	123
<i>Balcony Clutter:</i>	15	17	16
<i>Breezeway Clutter:</i>	26	27	26
<i>Carport Clutter:</i>	42	38	30
<i>Common Area Clutter:</i>	30	32	34
<i>Interior Clutter:</i>	4	4	8
<i>Patio Clutter:</i>	28	32	9
Care Provider Policy:	17	12	9
Delinquent Accounts:	29	28	5
Illegal Occupancy	37	43	36
Landscape:	6	9	17
Maintenance:	13	9	0
Nuisance:	22	29	35
Real Estate Signs:	4	2	29
Short-Term Rentals:	1	1	0
Smoking Policy:	2	5	7
Traffic Rules:	6	10	6
Vehicle Oil:	0	0	4



MEMORANDUM

To: Resident Policies and Compliance Task Force
From: Pamela Bashline, Community Services Manager
Date: August 29, 2019
Re: Expired Lease – 15 Day Letter

Distribution of the 15-day letter continues to be an effective tool to decrease the number of holdover leases. During July 2019, 27 letters were mailed, resulting in 22 cases being resolved immediately and five cases remaining open.

Positive results mitigate and decrease the number of active investigations that are pursued by the Compliance and/or Security departments.



STAFF REPORT

DATE: August 29, 2019
FOR: Resident Policies and Compliance Task Force
SUBJECT: Non-Smoking Policy

RECOMMENDATION

Receive and file report.

BACKGROUND

On January 24, 2017, the Non-Smoking Policy was adopted by the Board to provide a fair and reasonable process to address smoking in Laguna Woods Village (Resolution 03-17-05). Since the policy's adoption, the Compliance Division has mailed 46 disciplinary letters regarding smoking violations and nine cases resulted in disciplinary hearings.

DISCUSSION

The current policy defines the areas where smoking is prohibited and the responsibility for remediation costs associated with second-hand smoke infiltration. The purpose of the amendment is to clarify language regarding smoking in Common Area.

FINANCIAL ANALYSIS

There is no financial impact.

Prepared By: Blessilda Wright, Compliance Supervisor

Reviewed By: Francis Gomez, Operations Manager
Tim Moy, Chief of Security

ATTACHMENT(S)

Attachment 1: Proposed Amended Non-Smoking Policy



Non-Smoking Policy

~~Adopted January 24, 2017~~

~~Resolution 03-17-05~~

I. Purpose

The purpose of this document is to define the policies of Third Laguna Hills Mutual (Third) regarding smoking in private Units and common area.

II. Definitions

For the purposes of this policy:

- a. Common area means the area which is available for use by more than one person.
- b. Community Rules are defined as the Bylaws, Covenants, Conditions, and Restrictions (CC&R's), Articles of Incorporation, or any rules and regulations of Third.
- c. Enclosed is defined as an area closed in by a roof and contiguous walls or windows, connected floor to ceiling with appropriate opening for ingress and egress.
- d. Member is defined as any person entitled to membership in Third.
- e. Multi-unit residential facility means a building or portion thereof that contains more than one dwelling Unit.
- f. Private residence is defined as that portion of any Condominium which is not owned in common with other owners.
- g. Smoking is defined as inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, e-cigarette, pipe, cannabis, or other substances in any manner or in any form.
- h. Smoking products are defined as Tobacco and marijuana.

III. Condition

Smoking is prohibited in the following areas:

- a. Enclosed areas of all public places, including lobbies, elevators, hallways and other areas used by members of the public.
- b. Elevators, hallways, recreation rooms, laundry rooms, stairs, and other common areas in multi-unit residential facilities.
- c. Unenclosed hallways, entryways, breezeways, stairways ~~and other common areas~~ accessible and useable by more than one residence.

- d. Balconies and patios in residential facilities. For the purpose of this policy, balconies and patios shall include unenclosed and screened patios and balconies as well as enclosed patios and balconies unless windows and doors are closed to prevent the escape of smoke.
- e. Carports and underground parking areas.
- f. In an enclosed vehicle.
- g. Any common area within 20 feet from any building.
- ~~g.h.~~ Any common area outside of 20 feet where so long as smoke ~~does not enters~~ any enclosed area.
- ~~h.i.~~ Private residence which create a nuisance to adjacent residents. If smoking in private residence, adequate ventilation devises, such as air-purifiers, etc. must be used.
- ~~i.j.~~ Smoking marijuana is only permitted inside a residence.

IV. Enforcement

Third is authorized to take disciplinary action against a Member found to be in violation of the Non-Smoking Policy. When a violation occurs the Board is obligated to evaluate and impose if appropriate, member-discipline as set forth in the governing documents. The Board of Directors has the authority to impose monetary fines, suspend Member privileges, and/or bring forth legal action.

The Member is entirely responsible for ensuring that the rules, regulations, and policies are following by anyone they allow into the community. This includes any Co-occupant, lessee, guest, care provider, vendor, invitee or contactor.

Furthermore, the following guidelines define the responsibility for remediation costs associated with second-hand smoke infiltration:

- a. Remediation costs considered reasonable would be paid for by the Member responsible for the second-hand smoke.
- b. Remediation costs due to defects or damages to property which is Third's responsibility would be paid for by Third.
- c. Remediation costs beyond those which would be construed as reasonable would be borne by the reporting party.

A complaint may be registered with the Compliance Department by calling 949-268-CALL or compliance@vmsinc.org or by calling the Security Department at 949-580-1400.



STAFF REPORT

DATE: August 29, 2019
FOR: Resident Policy & Compliance Task Force
SUBJECT: Assembly and Solicitation Policy

RECOMMENDATION

Adopt the Assembly and Solicitation Policy.

BACKGROUND

In January 2018, the California state legislature enacted 'Civil Code §4515 Assembly for Political Purposes; Flyers' which requires Third Laguna Hills Mutual (Third) to allow Members to peacefully assemble for specific matters (i.e. social, political, or educational purposes) without a fee or obtaining insurance.

At present, the Community only has a policy for Distribution of Publication Material that provides guidelines for Members to distribute materials, conduct petitions and posting of materials (Resolution 03-07-59).

DISCUSSION

In light of the new civil code, Third's legal counsel has created an Assembly and Solicitation Policy. The policy would require the Member to submit an application to reserve the common area and sign a Reservation Agreement prior to the meeting.

The Resident Services Department will be responsible to carry out this policy. The Security Department will patrol the event to ensure a peaceful assembly.

FINANCIAL ANALYSIS

There is no financial impact.

Prepared By: Blessilda Wright, Compliance Supervisor

Reviewed By: Francis Gomez, Operations Manager
Christine Spahr, Resident Services Director
Tim Moy, Chief of Security

ATTACHMENT(S)

Attachment 1: Assembly and Solicitation Policy

Attachment 2: Resolution 03-19-XX, Assembly and Solicitation Policy



Assembly and Solicitation Policy

Resolution 03-19-XX

Adopted xxxx xx, 2019

I. Purpose

The California state legislature has enacted SB 407 (codified as Civil Code Section 4515), which restricts common interest developments such as Third Laguna Hills Third (“Third”) from enforcing certain regulations relating to non-commercial solicitation and assembly in common areas for political and association-related purposes.

The purpose of this document is to set forth Third’s Assembly and Solicitation Policy (“Policy”) in light of Civil Code Section 4515, which went into effect on January 1, 2018; this Policy shall be a governing document of Third and shall be enforceable against all Members.

II. Assembly and Use of Common Area Facilities

Residents of Third are permitted to peacefully assemble with other residents and members, and such residents’ and members’ guests on Third’s common areas and in common facilities under the direct control of Third (rather than that of GRF). Residents shall also be permitted to invite public officials, candidates for public office, or representatives of homeowner organizations to meet with members, residents, or their guests or invitees and speak on matters of public interest. Such gatherings shall be permitted during Third’s hours for use of common areas, but shall not be permitted during quiet hours (10:00 p.m. to 7:00 a.m.), or if such gathering causes a nuisance to other Third residents.

Any resident who wishes to reserve an open common area space or a common area meeting or recreation room, as applicable, must complete and return to Third the attached Application to Reserve Common Area or Common Facilities (“Application”), indicating the proposed date and time of such reservation and the purpose of the event (i.e., related to political/government purposes and election to public office, related to Third business, such as elections, or related to a private event or gathering such as a private club meeting or party).

If the requested common area space or meeting/recreation room is not already reserved at the time requested on the Application, the requested resident will be sent a Common Area and Common Facility Reservation Agreement (“Reservation Agreement”) to sign and return to Third and complete the reservation (“Reservation”), and must agree to abide by the terms of such Agreement.

The reserving resident will be responsible for ensuring that guests and invitees to their event/gathering follow Third's governing documents, including without limitation, the rules on entry into the development and Third's traffic and parking rules. The reserving resident will also be responsible for informing the Resident Services Department of the expected number and names of guests and invitees as per the Gate Clearance Policy.

III. Terms and Conditions of Common Area Reservations

- A. All Reservations must be between the hours of 7:00 a.m. and 10:00 p.m. ("Reservation Hours"). Except as provided herein, no Reservation shall begin before the Start Time or continue after the End Time as indicated in the Application submitted to the Third, and in no event shall any use of reserved common area space or facilities for the event take place outside of the Reservation Hours. No reservation shall extend to the following day; provided however, that cleanup shall be completed no later than 7:00 AM on the following morning of any reservation of a common area recreation or meeting room.
- B. No use of any common area or common area meeting or recreation room shall cause or result in a threat of harm or safety to any property or persons.
- C. It is the requesting resident's responsibility to complete and submit an Application to Third in the manner described in the Application. Upon Third's receipt and acceptance of the completed Application, a Reservation Agreement will be provided. Upon Third's final acceptance of a resident's executed Reservation Agreement, the Resident shall coordinate with Third's designated representative to pick up any key(s), as may be necessary or applicable.
- D. All Owners and residents shall ensure that their guests and invitees, or their tenant's guests and invitees, comply with the terms and conditions of the Reservation Agreement and adhere to the Association's CC&Rs and Rules and Regulations, including, without limitation, this Policy and all parking regulations.
- E. Third may restrict the number of guests or deny a requested reservation due to room size and fire code restrictions, as may be applicable, which limit the amount of persons such rooms may accommodate. In such event, the requesting resident will be informed of such restriction and potential alternative locations for such event, as may be appropriate.
- F. Due to the close proximity of adjacent neighbors, any music and noise must be kept at reasonable levels. Music is to be placed inside reserved common area meeting and recreation rooms with the windows and doors closed. No music, radios or bands will be allowed outside.
- G. Any damage to common areas and/or required clean up arising out of the reserving resident's reservation shall be charged to the such resident (or the

associated Third member, as may be applicable) in accordance with the terms and conditions of the Reservation Agreement and Third's governing documents. In addition, after a noticed hearing before the Board, the Owner or resident may have his or her common area privileges suspended among other disciplinary measures as determined by the Board.

- H. Smoking is strictly prohibited inside any common area meeting rooms or recreation rooms.
- I. An Application to reserve any open common area space or any common area meeting room or recreation room may, to the maximum extent permitted by law, be denied by the Board because of a prior reservation, objection to the general nature of the planned event, delinquent assessments/fees, or because of previous experience of abuse of the reservation privilege by an applicant, or for any reason determined by the Board in its sole and reasonable discretion. Without limiting the foregoing, the Board shall have the right to reserve any of the open common areas or common area meeting or recreation rooms for Third use at any time in its discretion.
- J. The reserving resident shall be responsible for any damage to the common area, including the contents of any meeting or recreation room, caused during the event. Reserving residents are responsible for the disposal of trash and cleaning of all areas used, and shall leave all trash containers empty with a new trash bag. **Failure to comply may result in, without limitation, disciplinary action after a properly noticed hearing before the Board.**
- K. No decorations or other items shall be attached, adhered, or affixed to the common area meeting or recreation room walls, fixtures or furnishings, including, without limitation, tape, nails or any other type of adherence.
- L. After the event, the reserving resident shall meet with a designated Third representative to review the reserved common areas and any adjacent areas, assess any clean up, damage or repairs needed and return keys loaned to the resident, as may be applicable. A lost key may entail a charge to the resident (or the associated Third member, as may be applicable).
- M. Persons using the reserved common area must conduct themselves so as not to offend other Third residents or commit a nuisance, in accordance with Third's governing documents. Sound levels must be maintained so as not to disturb other residents. Reserving residents and any guests or invitees must immediately and appropriately respond to any noise complaint or immediately vacate the area.

- N. All meeting room or recreation room lights shall be turned off at the end of the reservation, and all furniture is to be returned to its original position prior to the reservation/event.
- O. No pets are permitted in any common area meeting room or recreation room, except as required by law.
- P. No alcoholic beverages shall be served to a minor. No alcoholic beverages are to be served to a person judged to be intoxicated. Third shall not be liable for any injury or damage arising from the use of alcoholic beverages at any resident or owner's event.
- Q. No fee of any kind shall be charged or tickets sold for attendance of any function for which a reservation of the common area is made.
- R. Parking for any event shall comply with Third's governing documents and local ordinances.
- S. Each resident is required to execute a Reservation Agreement in connection with the reservation of a common area open space or a common area meeting or recreation room. Except to the extent prohibited by law, Third may require a damage deposit or fee, or require the purchase of liability insurance, in the amounts so described in the Reservation Agreement. Any change in such amounts shall not constitute a change in this §4515 Assembly and Solicitation Policy.

IV. Canvassing and Non-Commercial Solicitation

Pursuant to Civil Code Section 4515, Third residents shall be permitted to canvass and to petition Third members and residents, as well as the Board with regard to peaceful assembly relating to common interest development living, association elections, legislation, election to public office, or the initiative, referendum, or recall processes. In addition, Third residents shall be permitted to distribute and/or circulate to other members and residents information about such matters or other issues of concern to members and residents of Third.

Notwithstanding the foregoing, any such canvassing, petitioning, solicitation, or distribution/circulation of information shall be permitted only during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excluded). **No commercial solicitation shall be permitted at any time within Third's development, nor shall any solicitation not related to the topics enumerated above be authorized by Third.** Any such activities conducted in violation of this Policy will be deemed a nuisance, in violation of Third's governing documents, and may subject the resident (or the associated Third member, as may be applicable) to disciplinary action after a noticed hearing before the Board.

APPLICATION TO RESERVE COMMON AREA OR COMMON FACILITIES

Third has made the open common areas as well as common area meeting/recreation rooms available for use by any current resident through a reservation process. Owners who wish to reserve common area space or facilities must complete and submit this application form ("Application") to Third.

Within five (5) business days of Third's receipt of this Application, Third will check/confirm if the requested event date is available and provide a Reservation Form which must be completed and returned to Third by the resident within one (1) week.

The Reservation Form consists of (1) a Reservation Agreement, and (2) Third's Assembly and Solicitation Policy. Any resident making a reservation shall be subject to the terms and conditions contained in the Reservation Form, as well as any other applicable Third governing documents. No reservation of the common area for any event may take place earlier than fourteen (14) days after this Application is received.

No resident is guaranteed use of such common area or common facilities on the desired reservation date; if another event or reservation has already been made for a desired date, an applying resident must reapply with a new reservation date.

By signing this Application, I hereby certify that I have read the terms of this Application and that the below information is true and correct. I also acknowledge that I will be required to execute a Reservation Agreement, if my application is approved, subsequent to the submission of this Application.

Reservation Date: _____ Start Time: _____ End Time: _____

Owner Name: _____

Address: _____

Telephone: _____ Email: _____

Number of Attendees: _____

Tenant Name (if Unit is Tenant Occupied): _____

Type of Event: _____

Owner Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

COMMON AREA/COMMON FACILITIES RESERVATION AGREEMENT (For Political Purposes)

Third Laguna Hills Third ("Third") has made the open common areas and common area meeting and recreation rooms under Third's (rather than GRF's) control available for use by any current resident through a reservation process. Owners who wish to reserve such areas must complete and submit this reservation agreement ("Agreement") to Third. All reservations shall be subject to the terms and conditions contained in this Reservation Agreement and the Assembly and Solicitation Policy, as well as any other applicable Third governing documents.

RESERVATION AGREEMENT

This Reservation Agreement is intended to govern all reservations of Third's common areas for private events; provided, however, that while the common area is being reserved for any private event, it must remain open and available to all other residents of the Association. Owners who fail to comply with the terms and conditions of this Agreement will be subject to disciplinary action including but not limited to fines and/or other penalties to be determined by the Board of Directors ("Board") after a noticed hearing before the Board. If an Owner's tenant or other resident of the Owner's manor desires to reserve any common area space or facility, the Owner of the respective manor shall be responsible for the acts of his or her tenant or resident, and shall be required to submit this Agreement on behalf of the Owner and tenant/resident. **No reservation of any common area may be made for private events and/or private use as defined in Section 4 below, without the execution of this Agreement AND the prior written approval of the Association's Board.**

This Agreement is also intended to serve as, without limitation, a waiver, release and indemnification agreement by the Owner (and/or resident, as may be applicable) in favor of Third, as described in greater detail below, in consideration of the Association's permission to grant the Owner and/or resident the private use of the designated common areas for the Owner and the Owner's residents, tenants, guests or invitees. This Agreement is not intended nor shall it be construed to allow private use of the common area to the general public; the common areas and common area meeting and recreation rooms may only be reserved for events by and for Third residents.

1. I, _____, owner of _____
(the "Property") within the Association's development (the "Owner"), desire to reserve the use of _____ ("Venue") for a private event and agree at all times to abide by all terms set forth in this Agreement, Third's Assembly and Solicitation Policy, and all other Third governing documents, as well as any and all local, state, and federal laws governing the use of such areas and facilities. I hereby agree that if it is my tenant or resident that requests the use of such Venue, it is my responsibility as the Owner of my Property to submit this Agreement on behalf of my tenant or resident, as described below. I further agree that, as the Owner of my Property, I am fully

responsible for the actions or inactions of my tenant or resident and my tenant/resident's (and tenant/resident's guests/invitees) use of the Venue.

Initial: ()

2. I understand that reservation of the Venue may only be made by and for a Third resident.

Initial: ()

3. I am submitting to Management or the Board of Directors, as applicable, at least fourteen (14) days in advance of the requested reservation date as set forth in the Application submitted to the Association, this completed and signed Agreement.

Initial: ()

4. I understand that this application for the reservation will be reviewed by the Association's Board and/or Management for prior written approval, and that such approval **must** be granted prior to any private use of the Venue. The phrase "private use" and/or "private events" means that no other reservations will be accepted for the same time as this reservation when signed and approved by Third, however Owner and Owner's tenant/resident, as may be applicable, acknowledge and agree that the Venue may be required to remain open and available to all other residents of the Association.

Initial: ()

5. I understand that I, as the Owner of my above referenced Property, am responsible for any and all damage caused to the Venue or its contents by my actions, or the actions of my residents, tenants, and/or guests or invitees, and that I will be charged, as a reimbursement assessment, the actual cost of repair and/or replacement, as well as any legal fees incurred by Third, to the extent permitted by law and the governing documents, in enforcement of this damage provision and/or collection of said amounts owed to Third after a noticed hearing before the Board. Any amounts incurred by Third for damage to Third's common area shall be governed by Third's assessment, lien and collection provisions contained in the Third's CC&Rs and applicable law and that Third may, after a noticed hearing before the Board, levy such reimbursement assessment against me/my Property for the costs for repair of Third's common area. In any litigation or other legal proceeding in which the validity or enforceability of this Agreement is contested, the Owner agrees that the prevailing party will be entitled to receive all attorneys' fees and costs from the losing party. Upon any damage made to Third as a result of my private event and to the extent permitted by law, after a noticed hearing before the Board, the use of the Venue, or other common area facilities generally open for reservation, will be denied to me until the cost of repair is paid in full.

Initial: ()

6. The Owner, for him/herself and his/her heirs, executors, administrators and assigns hereby agrees that in the event any claim for, without limitation, personal injury, property damage, ADA/FEHA discrimination, or wrongful death brought against Third and/or its past, present and/or future directors, officers, members, agents, employees and/or management company(ies) on the Owner's behalf, the Owner shall indemnify, defend and hold harmless Third and its past, present and future directors, officers, members, agents, employees and management company(ies) from any and all claims or causes of action by whomever or wherever made presented for, without limitation, personal injuries, property damage, ADA/FEHA discrimination, or wrongful death. The Owner agrees that he or she will indemnify, defend and hold Third harmless, to the maximum extent allowed by law, from negligence, injury, loss, death, costs or other damages to the Owner, the Owner's family members, heirs or assigns, tenants, guests, invitees, or other third parties for claims, suits, or related causes of action asserted against Third arising from the Owner's conduct and/or the Owner's family's and/or guests', tenants' and invitees' conduct from the use of the Venue.

Initial: ()

7. It is my/our express intention as the Owner and party to this Agreement to exempt and relieve Third and its past, present and future directors, officers, members, agents, employees, attorneys, managers, and management companies from, without limitation, liability for personal injury, property damage, ADA/FEHA discrimination, or wrongful death caused by negligence and related to the use of the Venue and/or facilities equipment by Owner or his/her family or his/her guests, tenants and/or invitees. The Owner hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for, without limitation, personal injury, property damage, ADA/FEHA discrimination, or wrongful death occurring to him/herself or his/her family and his/her guests, tenants, and/or invitees against Third arising as a result of their use of the Venue or any related equipment, and the Owner does for him/herself and his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute or present any claim for, without limitation, personal injury, property damage, ADA/FEHA discrimination, or wrongful death against Third or any of its past, present and/or future directors, officers, members, agents, attorneys, managers, employees or management company(ies) for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise. The Owner hereby assumes all risks of utilizing the Venue and equipment and/or participating in any event, or activity of any nature or description whatsoever in the Venue and releases Third and its past, present and/or future directors, officers, members, agents, employees and management company of any and all responsibilities, obligations and duties of every kind and nature, with respect to the foregoing including, without limitation, to any applicable duty or standard of care.

Initial: ()

8. I further understand and agree to abide by all rules and regulations regarding the restrictions on use of the Venue and the common area space or common area meeting or recreation room (the Assembly and Solicitation Policy"); the "Assembly and Solicitation Policy are expressly incorporated by this reference in their entirety and made a part of this Agreement.

Initial: ()

Owner Signature: _____ Date: _____

Tenant Name (if Reserving for Tenant): _____

Tenant Signature: _____ Date: _____

Tenant Telephone Number: _____

Tenant Email Address: _____

Acknowledgement by the Association ("Third")

Signature: _____

Title: _____

Date: _____

**COMMON AREA/COMMON FACILITIES RESERVATION AGREEMENT
(For Parties-Private Events not Subject to §4515)**

Third Laguna Hills Third ("Third") has made the open common areas and common area meeting and recreation rooms under Third's (rather than GRF's) control available for use by any current resident through a reservation process. Owners who wish to reserve such areas must complete and submit this reservation agreement ("Agreement") to Third. All reservations shall be subject to the terms and conditions contained in this Reservation Agreement and the Assembly and Solicitation Policy, as well as any other applicable Third governing documents.

RESERVATION AGREEMENT

This Reservation Agreement is intended to govern all reservations of Third's common areas for private events; provided, however, that while the common area is being reserved for any private event, it must remain open and available to all other residents of the Association. Owners who fail to comply with the terms and conditions of this Agreement will be subject to disciplinary action including but not limited to fines and/or other penalties to be determined by the Board of Directors ("Board") after a noticed hearing before the Board. If an Owner's tenant or other resident of the Owner's manor desires to reserve any common area space or facility, the Owner of the respective manor shall be responsible for the acts of his or her tenant or resident, and shall be required to submit this Agreement on behalf of the Owner and tenant/resident. **No reservation of any common area may be made for private events and/or private use as defined in Section 4 below, without the execution of this Agreement AND the prior written approval of the Association's Board.**

This Agreement is also intended to serve as, without limitation, a waiver, release and indemnification agreement by the Owner (and/or resident, as may be applicable) in favor of Third, as described in greater detail below, in consideration of the Association's permission to grant the Owner and/or resident the private use of the designated common areas for the Owner and the Owner's residents, tenants, guests or invitees. This Agreement is not intended nor shall it be construed to allow private use of the common area to the general public; the common areas and common area meeting and recreation rooms may only be reserved for events by and for Third residents.

1. I, _____, owner of _____ (the "Property") within the Association's development (the "Owner"), desire to reserve the use of _____ ("Venue") for a private event and agree at all times to abide by all terms set forth in this Agreement, Third's Assembly and Solicitation Policy, and all other Third governing documents, as well as any and all local, state, and federal laws governing the use of such areas and facilities. I hereby agree that if it is my tenant or resident that requests the use of such Venue, it is my responsibility as the Owner of my

Property to submit this Agreement on behalf of my tenant or resident, as described below. I further agree that, as the Owner of my Property, I am fully responsible for the actions or inactions of my tenant or resident and my tenant/resident's (and tenant/resident's guests/invitees) use of the Venue.

Initial: ()

2. I understand that reservation of the Venue may only be made by and for a Third resident.

Initial: ()

3. I am submitting to Management or the Board of Directors, as applicable, at least fourteen (14) days in advance of the requested reservation date as set forth in the Application submitted to the Association, this completed and signed Agreement.

Initial: ()

4. I understand that this application for the reservation will be reviewed by the Association's Board and/or Management for prior written approval, and that such approval **must** be granted prior to any private use of the Venue. The phrase "private use" and/or "private events" means that no other reservations will be accepted for the same time as this reservation when signed and approved by Third, however Owner and Owner's tenant/resident, as may be applicable, acknowledge and agree that the Venue may be required to remain open and available to all other residents of the Association.

Initial: ()

5. I understand that I, as the Owner of my above referenced Property, am responsible for any and all damage caused to the Venue or its contents by my actions, or the actions of my residents, tenants, and/or guests or invitees, and that I will be charged, as a reimbursement assessment, the actual cost of repair and/or replacement, as well as any legal fees incurred by Third, to the extent permitted by law and the governing documents, in enforcement of this damage provision and/or collection of said amounts owed to Third after a noticed hearing before the Board. Any amounts incurred by Third for damage to Third's common area shall be governed by Third's assessment, lien and collection provisions contained in Third's CC&Rs and applicable law and that Third may, after a noticed hearing before the Board, levy such reimbursement assessment against me/my Property for the costs for repair of Third's common area. In any litigation or other legal proceeding in which the validity or enforceability of this Agreement is contested, the Owner agrees that the prevailing party will be entitled to receive all attorneys' fees and costs from the losing party. Upon any damage made to Third as a result of my private event and to the extent permitted by law, after a noticed hearing before the Board, the use of the Venue, or other common area facilities generally open for reservation, will be denied to me until the cost of repair is paid in full.

Initial: ()

6. The Owner, for him/herself and his/her heirs, executors, administrators and assigns hereby agrees that in the event any claim for, without limitation, personal injury, property damage, ADA/FEHA discrimination, or wrongful death brought against Third and/or its past, present and/or future directors, officers, members, agents, employees and/or management company(ies) on the Owner's behalf, the Owner shall indemnify, defend and hold harmless Third and its past, present and future directors, officers, members, agents, employees and management company(ies) from any and all claims or causes of action by whomever or wherever made presented for, without limitation, personal injuries, property damage, ADA/FEHA discrimination, or wrongful death. The Owner agrees that he or she will indemnify, defend and hold Third harmless, to the maximum extent allowed by law, from negligence, injury, loss, death, costs or other damages to the Owner, the Owner's family members, heirs or assigns, tenants, guests, invitees, or other third parties for claims, suits, or related causes of action asserted against Third arising from the Owner's conduct and/or the Owner's family's and/or guests', tenants' and invitees' conduct from the use of the Venue.

Initial: ()

7. It is my/our express intention as the Owner and party to this Agreement to exempt and relieve Third and its past, present and future directors, officers, members, agents, employees, attorneys, managers, and management companies from, without limitation, liability for personal injury, property damage, ADA/FEHA discrimination, or wrongful death caused by negligence and related to the use of the Venue and/or facilities equipment by Owner or his/her family or his/her guests, tenants and/or invitees. The Owner hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for, without limitation, personal injury, property damage, ADA/FEHA discrimination, or wrongful death occurring to him/herself or his/her family and his/her guests, tenants, and/or invitees against Third arising as a result of their use of the Venue or any related equipment, and the Owner does for him/herself and his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute or present any claim for, without limitation, personal injury, property damage, ADA/FEHA discrimination, or wrongful death against Third or any of its past, present and/or future directors, officers, members, agents, attorneys, managers, employees or management company(ies) for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise. The Owner hereby assumes all risks of utilizing the Venue and equipment and/or participating in any event, or activity of any nature or description whatsoever in the Venue and releases Third and its past, present and/or future directors, officers, members, agents, employees and management company of any and all responsibilities, obligations and duties of every kind and

nature, with respect to the foregoing including, without limitation, to any applicable duty or standard of care.

Initial: ()

8. I further understand and agree to abide by all rules and regulations regarding the restrictions on use of the Venue and the common area space or common area meeting or recreation room (the "Assembly and Solicitation Policy"); the "Assembly and Solicitation Policy are expressly incorporated by this reference in their entirety and made a part of this Agreement.

Initial: ()

9. I am submitting my deposit of _____ Dollars (\$_____) with two (2) separate checks made payable to Third Laguna Hills Mutual. I understand one check in the amount of _____ Dollars (\$_____) is a non-refundable use fee, and the second check in the amount of _____ Dollars (\$_____) is a refundable damage deposit fee which may be applied to any damages/charges incurred by Third in returning the Venue to its pre-reservation condition. All trash must be removed from the Venue and deposited in the Owner's trash receptacle upon completion of the private event. Finally, I understand Third will inspect the Venue for any and all damages that may have incurred during my event and that, following deductions for damages, any balance remaining of my _____ Dollar (\$_____) refundable deposit fee will be refunded to me. I agree that if any damages caused to the Venue exceed the refundable deposit described above, Third has the right to seek any such damage/repair amounts incurred by Third in returning the Venue to its pre-reservation condition. Any amounts incurred by Third for damage to Third's common area shall be governed by Third's assessment, lien and collection provisions contained in Third's governing documents and applicable law and that Third may, after a noticed hearing before the Board, levy an assessment against me/my Property for the costs for repair of Third's common area.

Initial: ()

10. I agree that to reserve the Venue for my private event, I must purchase liability insurance for the event to provide coverage for bodily injury, property damage, and personal injuries to third parties while at the Venue. Any such liability insurance policy must be in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence/aggregate and name Third and its directors, officers and managing agents as additional insureds. Evidence of this insurance coverage must be provided to Third at least five (5) business days before a planned private event; failure to provide this evidence will result in cancellation/rescission of an Owner's reservation, even if prior approval was previously granted by Third.

Initial: ()

11.I agree and understand that my application will not be approved if I currently carry any outstanding balance or monies owed to Third.

Initial: ()

Owner Signature: _____ Date: _____

Tenant Name (if Reserving for Tenant): _____

Tenant Signature: _____ Date: _____

Tenant Telephone Number: _____

Tenant Email Address: _____

Acknowledgement by the Association ("Third")

Signature: _____

Title: _____

Date: _____



RESOLUTION 03-19-XX

Assembly and Solicitation Policy

| **WHEREAS**, the Board of Directors (~~the~~ “Board”) of Third Laguna Hills Mutual (“Third”) held a meeting on _____, 2019, at which a quorum of the Board was present;

WHEREAS, pursuant to its duties under Third’s Governing Documents, Third is obligated to manage and maintain Third’s Common Areas, including, without limitation, open areas and common meeting rooms that may be used by owners and residents of Third;

WHEREAS, Third is obligated, under Third’s Governing Documents to monitor and control access to Third’s development by owners, residents, guests, invitees, and others seeking to enter into the development;

| **WHEREAS**, the State of California has ~~recently~~ adopted a new statute, codified as Civil Code Section 4515, which address the rights of residents in common interest developments, such as that of Third, in regard to assembly and speech for certain political and association-related purposes; and

WHEREAS, the Board has, with the assistance of Third’s legal counsel, prepared a new policy to help ensure that Third is in compliance with the new statute regarding assembly and solicitation rights of Third owners and residents;

| **NOW, THEREFORE BE IT RESOLVED**, on _____, 2019 that the Board of Third hereby approves and adopts the ~~§4515~~ Assembly and Solicitation Policy; as attached to the official minutes of this meeting; 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.



STAFF REPORT

DATE: August 29, 2019
FOR: Resident Policy & Compliance Task Force
SUBJECT: United States Census Bureau Procedure

RECOMMENDATION

Receive and file report.

BACKGROUND

The United States Census Bureau is a principal agency of the U.S. Federal Statistical System, responsible for producing data about the American people and economy. By law, Census Bureau Field Representatives are allowed to enter the Village and do so approximately 2-3 times a month.

The Census Bureau does a census of the population every 10 years. However, Census Bureau Field Representatives may come to a home in between years for testing purposes. The test provides insight and guides the Census Bureau to ensure an accurate census.

DISCUSSION

The current procedure requires that Census Bureau Field Representatives obtain a one-day pass to enter the Community. The Gate Ambassadors are trained to refer Census Bureau Field Representatives to the Resident Services Department during regular business hours and the Security Department after hours to obtain a one-day pass. Staff will verify the Census Bureau Field Representatives credentials/identification by entering their name in the Census Bureau's staff search website, or by contacting the Regional Office.

Prepared By: Blessilda Wright, Compliance Supervisor

Reviewed By: Francis Gomez, Operations Manager
Tim Moy, Chief of Security