



OPEN MEETING

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

**Tuesday, January 23, 2024 – 9:30 A.M.
24351 El Toro Road, Laguna Woods, CA 92637
Board Room and Virtual with Zoom**

Laguna Woods Village owner/residents are welcome to participate in committee meetings in-person and virtually. To submit comments or questions virtually for committee meetings, please using one of following options:

1. Join the Committee meeting via Zoom at: <https://us06web.zoom.us/j/84903327041> or by dialing 669-900-6833 Access Code: 849 0332 7041
2. Via email to meeting@vmsinc.org any time before the meeting is scheduled to begin or during the meeting. Please use the name of the committee in the subject line of the email. Name and manor number must be included.

NOTICE AND AGENDA

This Meeting May Be Recorded

1. Call Meeting to Order
2. Approval of the Agenda
3. Approval of the Meeting Report for November 29, 2023
4. Remarks of the Chair
5. Member Comments (Items Not in the Agenda)
6. Response to Member Comments
7. Department Head Update
8. Items for Discussion and Consideration:
 - a. Additional Dwelling Unit (ADU) Policy
 - b. Co-Occupancy Policy (Remove Proof of Income)
 - c. Caregiver Policy
 - d. Temporary Storage: Pod Policy
 - e. Third Traffic Rules and Regulations
 - f. Disciplinary Letters
 - g. Operating Rules (Oral Discussion)
9. Future Agenda Items: *All matters listed under Future Agenda Items are items for a future committee meeting. No action will be taken by the committee on these agenda items at this meeting.*
 - a. Financial Qualifications for Purchasing in Third Mutual
 - b. Chronic Complaints
 - c. Review of Compliance Department against updated Davis-Stirling Laws
 - d. LH21 Storage Areas
10. Committee Member Comments
11. Date of Next Meeting – Tuesday, February 27, 2024

*A quorum of the Third Board or more may also be present at the meeting.

Third Laguna Hills Mutual
Resident Policy and Compliance Committee
Regular Open Session
January 23, 2024
Page 2 of 2

Mark Laws, Chair
Jacob Huanosto, Staff Officer
Telephone: 949-268-2407



**REGULAR OPEN MEETING OF THE THIRD LAGUNA HILLS MUTUAL
RESIDENT POLICY AND COMPLIANCE COMMITTEE**

Wednesday, November 29, 2023 at 9:30 A.M.
Board Room/Virtual Meeting
Laguna Woods Village Community Center
24351 El Toro Road, Laguna Woods, CA 92637

MEMBERS PRESENT: Mark Laws - Chair, Cris Prince, Andy Ginocchio and Nathaniel "Ira" Lewis (via Zoom), S.K. Park (alternate; left meeting at 10:26 a.m.)

MEMBERS ABSENT: Moon Yun (not-excused)

ADVISORS PRESENT: Stuart Hack and Theresa Keegan

ADVISORS ABSENT: None

STAFF PRESENT: Blessilda Wright and Ruby Rojas

OTHERS PRESENT: None

1. Call to Order

Mark Laws, Chair, called the meeting to order at 9:32 a.m.

2. Approval of Agenda

Director Prince made a motion to approve the agenda. Director Ginocchio seconded the motion.

By unanimous consent, the motion passed.

3. Approval of Meeting Report

Director Prince made a motion to approve the October 24, 2023 meeting report. Director Park seconded the motion.

By unanimous consent, the motion passed.

4. Remarks of the Chair

None.

5. Members Comments (Items Not on Agenda)

None.

6. Response to Members Comments

None.

7. Department Head Update

None.

8. Items for Discussion and Consideration

a. Barbecue Policy

Chair Laws, presented the Barbecue Policy for discussion. The Committee discussed the matter and asked questions.

Member made comments regarding barbecue grills being used in three-story buildings.

Chair Laws made a motion to direct staff to update the Barbecue Policy with minor corrections and forward the matter to the Third Board for consideration. Additionally, amended the motion to include clarifying language. Director Lewis seconded the motions.

By way a vote of 4-1 (Director Prince voted No) the motions passed.

b. Disciplinary Notices

Chair Laws presented the Determination Notices for discussion. The Committee discussed the matter, asked questions and tabled the matter for further review at next committee meeting. Staff was directed to edit the existing notices and produce updated notices at the next Committee meeting.

9. Items for Future Agendas

- a. Caregiver Policy
- b. Temporary Storage-Pod Policy
- c. RV Parking Policy
- d. Clutter Policy
- e. Operating Rules
- f. Financial Qualifications for Purchasing in Third Mutual
- g. Review of Compliance Department against updated Davis-Stirling laws
- h. Accessory Dwelling Unit (ADU)
- i. Chronic Complainants

10. Committee Member Comments

None.

11. Date of Next Meeting

Tuesday, December 26, 2023 holiday canceled
Tuesday, January 23, 2023 at 9:30 a.m.

12. Adjournment

With no further business before the Committee, the meeting was adjourned at 11:26 a.m.

Signature: Mark W. Laws

Mark W. Laws (Dec 5, 2023 16:47 PST)

Email: thirdmutual@lagunawoodsvillage.com

Mark W. Laws, Chair
Third Laguna Hills Mutual



STAFF REPORT

DATE: January 23, 2024
FOR: Resident Policy and Compliance Committee
SUBJECT: Enact A Policy to Prohibit the Construction of Accessory Dwelling Units (ADU) & Junior Accessory Dwelling Units (JADUs) in Third Mutual

RECOMMENDATION

Staff and the Mutual's Legal Counsel recommend that the Third Resident Policy and Compliance Committee endorse enacting a policy to prohibit the construction of Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADUs) via Resolution 03-24-XX.

BACKGROUND

The Manor Alterations Division received a Variance Request for the construction of a JADU in a garage. The request and associated documents were reviewed by the Mutual legal team and the Board and determined that ADUs and JADUs will not be allowed in Third Mutual.

DISCUSSION

The proposed policy to prohibit the construction of ADUs and JADUs is intended to reaffirm the decision made by the Board for the first application and to provide clear direction for future applications for these type of improvements. If adopted, it will be made a part of the Operating Rules of the corporation and referenced when denying future applications.

FINANCIAL ANALYSIS

It is not anticipated that the adoption of this policy will have a financial impact on the budget.

Prepared By: Baltazar Mejia, Maintenance & Construction Assistant Director

Reviewed By: Alan Grimshaw, Manor Alterations Manager
Roseman Law, APC

ATTACHMENT(S)

Attachment 1 – Proposed Resolution 03-24-XX
Attachment 2 – Prohibition on ADU and JADU Policy

RESOLUTION 03-24-XX**PROHIBITION ON THE CONSTRUCTION OF ACCESSORY DWELLING UNITS (ADU) & JUNIOR ACCESSORY DWELLING UNITS (JADU)**

WHEREAS, the Third Laguna Hills Mutual recognize the need to amend policies and create new policies as necessary; and

WHEREAS, the Third Laguna Hills Mutual recognizes the need to revise the Operating Rules of the corporation and enact a new policy prohibiting the construction of Accessory Dwelling Units (ADU) & Junior Accessory Dwelling Units (JADUs); and

WHEREAS, the Mutual is a condominium project and each of the units located herein are condominium units; therefore, California Civil Code § 4751, does not apply to the Mutual and the condominium units located therein; and

WHEREAS, this policy is designed to confirm that owners are not permitted to construct an ADU or JADU within their units located in the Mutual. In addition, garages shall not be converted to a dwelling structure, nor converted to be used for living purposes;

NOW THEREFORE BE IT RESOLVED, [DATE], that the Board of Directors of Third Laguna Hills Mutual Corporation hereby adopt the Prohibition of Construction of Accessory Dwelling Units (ADU) & Junior Accessory Dwelling Units (JADU) policy; and

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

FEBRUARY INITIAL NOTIFICATION: Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 28-days from the postponement to comply with Civil Code §4360



Prohibition on ADU and JADU Policy
Resolution 03-24-XX; Adopted [DATE]

I. Purpose

The purpose of this policy is to provide direction to members and staff on the Board's intent to not allow the construction of Accessory Dwelling Units (ADU) & Junior Accessory Dwelling Units (JADU).

II. Policy

Third Laguna Hills Mutual ("Mutual") has adopted this *Prohibition on ADU and JADU Policy* ("Policy"). The Mutual is a condominium project and each of the units located herein are condominium units; therefore, California Civil Code § 4751, does not apply to the Mutual and the condominium units located therein. This policy is designed to confirm that owners are not permitted to construct an ADU or JADU within their units located in the Mutual. In addition, garages shall not be converted to a dwelling structure, nor converted to be used for living purposes.



STAFF REPORT

DATE: January 23, 2024
FOR: Third Resident Policy and Compliance Committee
SUBJECT: Proof of Income Requirements for Co-Occupants

RECOMMENDATION

Staff recommends that the Board President, or other designated board representative, submit the question to counsel to review the CC&R provision(s) that requires co-occupants to satisfy income requirements in order to reside in the unit with a member, and to opine on whether or not Third Mutual should continue to require such requirement.

BACKGROUND

Third's CC&Rs, Article II, Section 2(b) requires co-occupants applying to reside in the same unit as a qualifying resident to satisfy applicable financial income requirements. It is further explained under Section 5(b) that "all persons seeking to acquire ownership interest in or to reside in the condominium as residents (other than lessees) shall submit written evidence satisfactory to the board that, individually or collectively, they have at the time of the application to the Board an average monthly income in excess of their monthly housing expenses." If the person(s) seeking to co-occupy are unable to satisfy the required average monthly income level, another financially responsible person (Guarantor) may enter into a contract with the Mutual.

DISCUSSION

Third's CC&Rs were recorded with the county in 1988, after Civil Code §51.3 of the Unruh Act became effective in 1985. At that time, the code defined a "qualified permanent resident" as a person who met the following three requirements (1) was residing with the qualifying resident prior to death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the qualifying resident; (2) was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the qualifying resident; and (3) has an ownership interest in or is in expectation of an ownership interest in the unit. Today, the third requirement is no longer part of the code.

Based on the criteria above, and through section (e) of Civil Code §51.3, the qualified permanent resident shall be entitled to continue to reside in the unit as an occupant until the unit is sold or the occupant passes. However, the co-occupant/qualified permanent resident would still need to meet the Mutual's current financial qualifications in order to become a member, thus making the financial requirement as a condition of approval of a co-occupant's application moot. Additionally, unless a lease is executed, there isn't a landlord/tenant relationship between the member and co-occupant, and no rents are paid or collected during the duration of applicant's occupancy, thus rendering the financial requirement unnecessary.



It would make sense that if the co-occupant applying to reside with the qualified resident claims to provide primary economic support for the qualifying resident, the applicant would have the burden to provide such financial income. However, without such proof of income, the applicant would be deemed to be a permitted health care resident as defined in Civil Code 51.3.

As requested by President Laws, staff has researched the board's ability to remove such income requirement from its co-occupancy applications, however, staff lacks the legal training to determine whether such requirement, as stated in the CC&Rs can be removed from the co-occupancy application without legal opinion.

FINANCIAL ANALYSIS

None.

Prepared By: Patty Kurzet, Membership Services Coordinator

Reviewed By: Pamela Bashline, Community Services Manager
Jeff Spies, Community Services Supervisor

ATTACHMENT(S) -

None.



Private Caregiver Instructions and Checklist for Hiring

<input type="checkbox"/> United
<input type="checkbox"/> Third
Unit No. _____

The board of directors of United Laguna Woods Mutual and Third Laguna Hills Mutual adopted a Private Caregiver Policy to reasonably address caregivers who provide care for Residents. **Every Private Caregiver Application for Permit must be approved in writing prior to commencing support.** Please follow this checklist to ensure a smooth and efficient process.

Omission of any required items will result in delay or denial of the Private Caregiver Permit.

1. Review the Private Caregiver Policy and submit the required paperwork.

- ☐ Register the Private Caregiver with the California Department of Social Services and complete the Live Scan requirements, which include background check and fingerprinting;
- ☐ Complete the Application for Private Caregiver Permit;
- ☐ Provide a copy of the private caregiver's state-issued driver's license or ID;
- ☐ Submit Private Caregiver Application to Community Services.

2. Documentation Review

The board of directors or authorized designee will review the submitted documentation for approval or denial. Community Services will notify the Resident of the outcome within 10 business days.

- a. If approved, the private caregiver will be issued an ID, which must be worn in clear sight at all times and obtain a gate pass, which may include an overnight parking pass.
- b. If denied, the Owner/Member and private caregiver will be notified by Community Services.

Important Information

- ☐ All documents must be received by Community Services before the application can be processed;
- ☐ The private caregiver cannot commence work until a permit is obtained. Special circumstances may be granted;
- ☐ Only completed applications with the required paperwork will be reviewed;
- ☐ The private caregiver must be registered with the California Department of Social Services Home Care Services Bureau;
- ☐ The Private Caregiver Permit is approved for a period of up to one year and must be renewed annually;
- ☐ Community Services must be informed in writing of any deviations from an approved Private Caregiver Permit;
- ☐ Owner/Member is responsible for ensuring that rules, regulations and policies are followed by anyone he or she allows into the Community;
- ☐ Failure to abide by the rules, regulations and policies may result in disciplinary action, including monetary fines, suspension of Owner/Member privileges and/or legal action.

ATTACHMENTS

Private Caregiver Policy
Application for Permit
Policy Frequently Asked Questions
Private Caregiver / Home Care Aide Application Process

Private Caregiver Policy

I. Purpose

The purpose of this document is to define the policy of Third Laguna Hills Mutual (Third) and United Laguna Woods Mutual (United) regarding individuals who provide care to Residents.

II. Definitions

For the purposes of this policy:

- a. Activities of Daily Living (ADL) are defined as a series of basic activities performed by individuals on a daily basis necessary for independent living at home or in the community. There are many variations on the definition of the activities of daily living, including, without limitation:
 - i. Personal hygiene: Bathing/showering, grooming, nail care and oral care
 - ii. Dressing: The ability to make appropriate clothing decisions and physically dress/undress oneself
 - iii. Eating: The ability to feed oneself, though not necessarily the capability to prepare food
 - iv. Maintaining continence/toileting: Both the mental and physical capacity to use a restroom, including the ability to get on and off the toilet and cleaning oneself
 - v. Transferring/Mobility/Ambulating: Moving oneself from seated to standing, getting in and out of bed, and the ability to walk independently from one location to another
- b. Instrumental ADL are not necessary for fundamental functioning, but they let an individual live independently in a Community.
 - i. Companionship and mental support
 - ii. Transportation and shopping
 - iii. Preparing meals
 - iv. Managing household
 - v. Managing medications and finances
 - vi. Communicating with others
- c. Application is the form prescribed by Third and United to apply for a private caregiver.
- d. Community is Laguna Woods Village.
- e. Community Facilities are defined as the facilities and services operated by the Golden Rain Foundation (GRF).
- f. Community rules are defined as the Bylaws, Articles of Incorporation, CC&Rs, Occupancy Agreement and any rules and regulations of Third, United, and GRF.
- g. GRF: The nonprofit mutual benefit corporation organized to manage and

maintain Community Facilities and services for the Community.

- h. A live-in private caregiver is defined as an individual who will stay overnight for more than 60 days in any 12-month period, including individuals who are related to the Resident/Member.
- i. A live-in private caregiver can be a family member, paid or not paid. All rules in the Private Caregiver Policy apply.
- j. Member is a person who has been approved by Third or United as being entitled under the governing documents of Third or United to membership in Third or United and has an appurtenant right of membership in GRF.
- k. Private caregiver, also known as a home care aide or care provider, is a person who has been approved by Third, United or authorized designee in writing on the basis of being a provider of primary caregiver support to the Resident. A private caregiver is a helper who assists an individual with activities of daily living or nonmedical services. Nonmedical home care is provided by caregivers. Unlike home health, caregivers are considered nonclinical and are not covered by insurance and does not need a physician order.
- l. Private caregiver services include, but are not limited to, assistance with the following:
 - i. ADL as defined in Section II(a).
 - ii. Instrumental ADL as defined in Section II(b).
- m. An affiliated caregiver is a person who is employed by a licensed Home Care Organization/Agency (HCO) who provides homecare services to a Resident(s).
- n. A private caregiver is an independent Home Care Aide and is not employed by a HCO.
- o. In-home supportive service (IHSS) caregivers are part of the Medi-Cal program and are required to adhere to this policy.
- p. Resident is defined as any person who has been approved by the board of directors for occupancy.

III. Conditions

- a. Private caregivers must be approved by the board or authorized designee in writing prior to commencing support. Special circumstances may be granted.
- b. Private caregivers must be 18 years old or older.
- c. Private caregivers must be registered with the California Department of Social Services Home Care Services Bureau.
- d. Private caregivers must provide a copy of a driver's license or passport with the application.
- e. Private caregivers must provide a copy of their driver's license, vehicle registration, and proof of vehicle insurance with the application if he/she will be operating a vehicle within Laguna Woods Village.
- f. A Private Caregiver Permit is approved for a period of up to one year. Residents are required to reapply for approval.

- g. The total number of persons residing in a unit shall not exceed the number of bedrooms, plus one or no more than two persons in a one-bedroom unit; no more than three persons in a two-bedroom unit, etc.
- h. Each private caregiver shall not have been convicted of a felony or a misdemeanor involving moral turpitude (e.g., fraud, perjury, criminal threats).
- i. The Member is responsible for the conduct of the private caregiver and shall ensure that he/she complies with all community rules, regulations, and policies.
- j. Upon approval by the board or authorized designee, a gate pass shall be issued to the private caregiver that will permit gate access into the community. If a gate pass is supplied, it must be displayed on their car dashboard at all times. This pass may include an overnight parking pass when necessary.
- k. The private caregiver must wear in clear sight the Laguna Woods Village picture ID at all times.
- l. The private caregiver's ID and gate pass may not be transferred or lent to anyone.
- m. The private caregiver is authorized to use the Community facilities only as necessarily incidental to provide support to the Resident.
- n. Part-time private caregivers may only use the laundry facilities for the Resident's use. Live-in private caregivers may use the laundry facilities for their limited personal use and the Resident's use.
- o. The live-in private caregiver requires written permission from the board of directors to remain in the unit without the Resident only if both of the following are applicable:
 - i. The Resident is absent from the unit due to hospitalization or other necessary medical treatment and expects to return to the unit within 90 days from the date the absence began; and
 - ii. The Resident submits a written request to the board of directors desiring the live-in private caregiver be allowed to remain in order to be present when the Resident returns to reside in the unit ((Civil Code §51.11(b)(7)).
- p. Private caregivers are not permitted to bring family members, pets or guests into the Community. The sole purpose of the private caregiver is to provide care for the Resident.
- q. The Resident must surrender the private caregiver ID and vehicle pass to Community Services at the conclusion of the care service or be subject to charges.
- r. The private caregiver shall meet all applicable GRF requirements relating to operating a motor vehicle within the community.
- s. All caregivers employed by a licensed Home Care Organization/Agency (HCO) are required to obtain a business pass.

- t. A person living in the residence to provide short term care must obtain a 60-day caregiver pass. Any person providing care beyond 60 days must adhere to the Private Caregiver Policy.
- u. If applicant employs an IHSS caregiver and receives any correspondence related to ineligibility or violations that have occurred involving caregiver, the applicant must notify Community Services immediately.

IV. Enforcement

Third and United are authorized to take disciplinary action against a Member who is found in violation of the Private Caregiver Policy. When a violation occurs, the board of directors are obligated to evaluate and impose, if appropriate, Member discipline as set forth in the governing documents. The boards have the authority to impose monetary fines, suspend Member privileges, and/or bring forth legal action. The Member is entirely responsible for ensuring that the community rules and policies are followed by anyone they allow into the Community.

- a. The Member and private caregiver must read and agree to comply with and be bound by all the governing documents and the community rules.
- b. Nothing contained herein shall relieve Member of the performance of any obligation owed to Third, United and/or GRF under the governing documents.

V. Procedures

- a. The Resident must complete and submit Application for Private Caregiver Permit for review. The application is available for download at lagunawoodsvillage.com or upon request from Community Services.
- b. Application can be submitted to Community Services located in the Laguna Woods Village Community Center.
- c. Upon receipt of an application, Community Services will research whether the Member and/or private caregiver has received notices of violations or has any outstanding charges and assessments before approval of the application.
- d. The boards or authorized designee will review the application and approve or deny request.
- e. Community Services will notify the Resident of the results within 10 business days. Special circumstances may be granted.
- f. Community Services hours of operation are Monday through Friday, 8 a.m. to 5 p.m., phone number 949-268-2393.
- g. Mailing address is P.O. Box 2220, Laguna Hills, CA 92654-2220.



Private Caregiver Application for Permit

☐ United
☐ Third

Unit No. _____

Return completed application to Community Services Department – 240, 24351 El Toro Road, Laguna Woods, CA 92637; 949-268-2393; sally.munson@vmsinc.org

Resident Information					
Name		<input type="checkbox"/> Member <input type="checkbox"/> Occupant			
Address					
Telephone		Cell phone			
Email					
What is the expected schedule of the private caregiver? <input type="checkbox"/> Daytime only <input type="checkbox"/> Nighttime only <input type="checkbox"/> 24 hours, number of days per week _____					
What is the service the private caregiver is expected to provide? Check all that apply. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Personal hygiene (bathing) <input type="checkbox"/> Continence management <input type="checkbox"/> Dressing <input type="checkbox"/> Feeding <input type="checkbox"/> Ambulating <input type="checkbox"/> Toileting </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Companionship and mental support <input type="checkbox"/> Transportation and shopping <input type="checkbox"/> Preparing meals <input type="checkbox"/> Managing household <input type="checkbox"/> Managing medications and finances <input type="checkbox"/> Communicating with others </td> </tr> </table>				<input type="checkbox"/> Personal hygiene (bathing) <input type="checkbox"/> Continence management <input type="checkbox"/> Dressing <input type="checkbox"/> Feeding <input type="checkbox"/> Ambulating <input type="checkbox"/> Toileting	<input type="checkbox"/> Companionship and mental support <input type="checkbox"/> Transportation and shopping <input type="checkbox"/> Preparing meals <input type="checkbox"/> Managing household <input type="checkbox"/> Managing medications and finances <input type="checkbox"/> Communicating with others
<input type="checkbox"/> Personal hygiene (bathing) <input type="checkbox"/> Continence management <input type="checkbox"/> Dressing <input type="checkbox"/> Feeding <input type="checkbox"/> Ambulating <input type="checkbox"/> Toileting	<input type="checkbox"/> Companionship and mental support <input type="checkbox"/> Transportation and shopping <input type="checkbox"/> Preparing meals <input type="checkbox"/> Managing household <input type="checkbox"/> Managing medications and finances <input type="checkbox"/> Communicating with others				
Is the Resident an in-home supportive services (IHSS) recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list the seven-digit county IHSS case number _____					
Private Caregiver Information					
Name					
Address					
Telephone		Cell phone			
Email					
Driver's license		Expiration date			
Vehicle color	Make	Model	License plate		
Vehicle insurance company		Policy number, expiration date			
Private caregiver's personal state identification number Expiration date					
Is the live-in private caregiver a family member? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, relationship to Resident _____					

Private Caregiver Permit Agreement

The undersigned acknowledges that the issuance of a private caregiver permit does not constitute approval of the private caregiver nor does it represent any direct or indirect liability on behalf of United Laguna Woods Mutual (United), Third Laguna Hills Mutual (Third) and the Golden Rain Foundation of Laguna Woods (GRF), all California nonprofit mutual benefit corporations, and Village Management Services Inc. (VMS), a California corporation, and each of their respective directors, officers, employees and agents. Further, I/we have read and received a copy of the Private Caregiver Policy and agree to wear the ID in clear sight and display the pass at all times while in this Community. I/we also understand that falsification of any information related to this application is subject to disciplinary action.

***** Member is aware of and agrees to pay to the mutual an additional sum each month for each occupant of the unit in excess of two, at the rate prescribed by the mutual and GRF. A schedule of fees is available upon request and is subject to change annually. Additional fee is added to the member's account.**

Initial: _____

Resident signature	Date
Member signature	Date
Private caregiver signature	Date

For Office Use Only

Received by	SA No.
Requirements <input type="checkbox"/> ID <input type="checkbox"/> Gate pass <input type="checkbox"/> Overnight pass <input type="checkbox"/> Other	
Will approval cause the unit to exceed the number of occupants permitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
State status of the private caregiver: <input type="checkbox"/> Pending <input type="checkbox"/> Registered <input type="checkbox"/> Other _____	
Has the Resident received notices of rules violation? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Verified IHSS caregiver form SOC 2271 <input type="checkbox"/> Yes <input type="checkbox"/> No	
Does staff recommend approval of this application? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If, no, state reason _____	

For Board of Directors or Authorized Designee Use Only

<p>Application DENIED</p> <p>The Board of Directors of this mutual corporation or authorized designee has reviewed this application. Based on the information provided, the application is denied.</p>	<p>Application APPROVED</p> <p>The Board of Directors of this mutual corporation or authorized designee has reviewed this application. Based on the information provided, the application is approved.</p>
Signature	Signature
Signature	Signature
Signature	Signature

For Office Use Only

Resident notified by:

Date _____ ☐ SA No. updated/closed ☐ Documents scanned

Private Caregiver Policy Frequently Asked Questions

1. Who is a private caregiver?

A private caregiver also known as a home care aide or care provider, is a person who has been approved by Third Laguna Hills Mutual (Third), United Laguna Woods Mutual (United) or authorized designee in writing on the basis of being a provider of primary caregiver support to the Resident. Private caregiver services include, but are not limited to, assistance with the following:

- i. Activities of Daily Living as defined in Section II(a) of the Private Caregiver Policy.
- ii. Instrumental Activities of Daily Living as defined in Section II(b) of the Private Caregiver Policy

2. What if my private caregiver is already registered with the California Department of Social Services (CDSS)?

If your private caregiver is already registered with the CDSS, you will need to provide proof of registration, with expiration date, along with the completed Private Caregiver Application to Community Services.

3. How does a Private Caregiver get registered with the CDSS?

The Private Caregiver can apply as a Home Care Aide by visiting the CDSS website <http://www.cdss.ca.gov>:

- a. Click on *Information & Resources* at the top of the page
- b. Select *Home Care Services* listed under *Community Care Licensing*.
- c. Scroll down to Quick Links and select *Home Care Aide Application Process*.

If you have questions, please phone California Department of Social Services, Home Care Service Bureau at 877-424-5778.

4. How does a private caregiver get a background check?

Complete the request for Live Scan fingerprinting service, form LIC 9163. Take form to a Live Scan location for processing. A criminal background check will be performed, and the results will be electronically sent to the CDSS.

5. What are the costs to get registered?

The CDSS currently charges a registration fee of \$35. Other fees involved are Live Scan fingerprinting and government criminal history background checks. The Live Scan fingerprinting operator's fee will vary depending on location of your choice and can run from \$10 up to \$49. Government fees for state and federal background checks for private caregivers will cost \$49. Costs are subject to change.

6. Who pays the registration costs?

That is held to the Resident's discretion. You can pay the private caregiver's registration fees or require the private caregiver that you hire pay his/her own registration fees.

7. When did the mandate take place?

The new policy began March 1, 2017.

8. Why do I have to obtain a Private Caregiver Permit?

The board of directors of each mutual recognized a need to provide a systematic, fair and reasonable manner to address individuals who provide care to the residents.

9. Who is expected to abide by the amended Private Caregiver Policy?

All residents who hire a private caregiver must abide by the amended policy. Residents with existing private caregivers must abide by the amended policy when their current permit expires.

10. How do I find out when my current permit is up for renewal?

Call Community Services at 949-268-2393 or email sally.munson@vmsinc.org.

11. Are there any exemptions or exceptions to the policy?

There is no set list of exemptions. If there are special circumstances that the Owner/Member would like to have taken into account, the Owner/Member may file this request in writing to the board of directors stating why they cannot abide by the policy. This statement will be reviewed by the board for consideration.

12. How can I file an exception/exemption to the policy?

Owner/Members may file for an exception/exemption by submitting a written request to Community Services located on the first floor of the Community Center.

13. What if I hire a caregiver from a licensed agency?

Caregivers from a licensed agency are exempt from this process because agencies are required by law to do background checks on all their caregivers. Agencies are required to obtain a business pass.

14. Who is an in-home supportive services (IHSS) recipient?

The IHSS program provides in-home assistance to eligible persons of 65 years of age and over, or disabled or blind individuals as an alternative to out-of-home care. The IHSS Program enables recipients to remain safely in their own homes.

To Be Completed by Private Caregiver for State Registration

Private Caregiver / Home Care Aide Application Process

Revised August 21, 2023

All private caregivers hired to work in Laguna Woods Village are required to register with the California Department of Social Services as a home care aide (HCA). Private caregivers can apply online or by mail. Applying online is the quickest way to obtain a personal ID. Applying by mail can take up to four weeks to process.

Applicants can contact the Home Care Services Bureau at 877-424-5778 to check on the status of the application, or status can be obtained online at [California Home Care Aide Registry](http://www.cclld.dss.ca.gov/hcsregistry/registrysearch.aspx) (www.cclld.dss.ca.gov/hcsregistry/registrysearch.aspx). The Home Care Aide application fee is currently \$35; and the registration is valid for two years and must be renewed to remain a Home Care Aide. The fee is subject to change.

Private caregivers must also complete a request for Live Scan fingerprinting. A criminal background check will be performed, and results will be sent electronically to the California Department of Social Services Home Care Service Bureau. The Live Scan fingerprinting operator fee will vary depending on location of your choice and can range from \$10 to \$49. Costs are subject to change.

To apply online for Home Care Aide registration, please have a credit card ready and follow the steps below:

1. Access the Guardian Applicant Portal at <https://guardian.dss.ca.gov/Applicant>.
2. Create an account by clicking "Register as a new user." A temporary password will be sent to your email account. Your login username is your email address.
3. Once a temporary password is received, log onto the Guardian and fill out the application. When prompted for a PIN (Personal Identification Number), enter **R38XKSPE (the PIN for independent home care aides)**.

You will be required to pay a fee of \$35.00 to register; payment can be made by debit or credit card. At the end of the application process you will receive a **Personal ID / HCA ID**. This ID is required on the **Laguna Woods Village Private Caregiver Application for Permit** in the Private Caregiver Information section. It also allows you to access the Home Care Aide Registry to check status or for inquiries. It is important to always keep available.

4. Print and complete the pre-populated Request for Live Scan Service [LIC 9163](#) form and take it to an authorized Live Scan vendor to submit fingerprints and initiate the background check. In section 6 of the form, enter the Facility/Organization No. **349855555** (this number represents the California Department of Social Services). For a list of approved Live Scan vendors in your area, please visit the [California Department of Justice](#) website.

For questions regarding the application process in Guardian, please contact the Care Provider Management Bureau (CPMB) at 1-888-422-5669 or guardian@dss.ca.gov

To apply via mail for Home Care Aide registration, please have a check or money order ready and complete the following steps:

1. Print and complete the following form:

Application for Home Care Aide Registration or Renewal [HCS 100](#) (also available in [Spanish](#))

2. Mail the completed application (HCS 100) and the \$35.00 application fee (via check or money order) to the HCSB at:

California Department of Social Services
Home Care Services Bureau
744 P Street, M.S. 9-14-90
Sacramento, CA 95814

3. Print and complete the Request for Live Scan Service [LIC 9163](#) form and take it to an authorized Live Scan vendor to initiate the background check. In section 6 of the form, enter the Facility/Organization No. **349855555** (this number represents the California Department of Social Services). For a list of approved Live Scan vendors in your area, please visit the [California Department of Justice](#) website.
4. Applicants can contact the Home Care Services Bureau at 877-424-5778 to check on status of the application and to obtain their Personal ID/HCA ID.
5. A letter will be mailed to the applicant within four weeks of the post mark date with a status of their application.

Home Care Aide Registration Renewal

To renew your registration online, please have a credit card ready and follow the steps below:

1. Access the Guardian Applicant Portal at <https://guardian.dss.ca.gov/Applicant>.
2. If you have not created an account before, please click "Register as a new user". Your login username is your email address. A temporary password was sent to the email account you used to register.
3. Fill out Application. For "Request Type" select "Home Care Aide Registry Renewal".
4. When prompted for a PIN, enter **R38XKSPE (the PIN for independent home care aides)**.

You will be required to pay a fee of \$35.00 to renew your registration; payment can be made by debit or credit card.

For questions regarding the renewal process in Guardian, please contact the Care Provider Management Bureau (CPMB) at 1-888-422-5669 or guardian@dss.ca.gov

To renew via mail, please have a check or money order ready and complete the following steps:

1. Print and complete both pages of the following form:

Application for Home Care Aide Registration or Renewal Form [HCS 100](#), (also available in [Spanish](#))

2. Review the HCS 100 form for renewal application instructions.
3. Mail the completed HCS 100 form and the \$35.00 renewal fee (via check or money order) to the HCSB at:

California Department of Social Services
Home Care Services Bureau
744 P Street, M.S. 9-14-90
Sacramento, CA 95814

Disclosure of HCA Personal Information

For all registrations and renewals, the Department is required to provide the name and telephone numbers of Registered HCAs who do not opt-out of this requirement to labor organizations when the labor organization asks for the information. This means that if you do not opt-out of this requirement, your full name and any telephone numbers on file with the Department may be released to a labor organization.

The law states that the labor organization can only use your information for employee organizing, representation, and assistance activities and it also states that the labor organization cannot disclose your information to any other party. However, the Department has no authority over labor organizations or control over what they do with the information. Additionally, if you opt-in at any point during your registration, there is a chance that your name and phone numbers may be provided to a labor organization and the Department cannot retract any personal information once it has been released to the labor organizations. For further information, see [Health and Safety Code section 1796.29\(d\)-\(f\)](#).



RESOLUTION 03-18-111

Policy for Temporary Containers

WHEREAS, the placement of temporary containers such as dumpsters, (see attached policy for size limitations); portable storage units (PODS), (see attached policy for size limitations), and contractor trailers has caused safety and mobility concerns throughout the Village; and,

WHEREAS, Staff has developed a policy that addresses these concerns.

NOW THEREFORE BE IT RESOLVED, July 17, 2018, that the Board of Directors hereby adopts the Proposed Temporary Container Policy as attached to the official meeting minutes;

RESOLVED FURTHER, after a 24 hour notice from the contractor or Member, the Security Division will provide members and contractors locations to place these items;

RESOLVED FURTHER, the safety, placement, and housekeeping of these items are the responsibility of the member;

RESOLVED FURTHER, the Mutual reserves the right to remove or relocate any item to remedy an unsafe condition; 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.

(SEE POLICY ATTACHED)



Policy for Temporary Containers

This policy is intended to regulate the location, identification and maintenance of temporary containers such as dumpsters, contractor trailers, and portable storage containers (PODs). All references to temporary container s shall include all of the aforementioned items.

No dumping of building materials, construction/remodeling debris, carpet, or large, bulky items is allowed in/around any trash receptacle provided by Laguna Woods Village. It is the resident's responsibility to ensure such materials are properly removed from the community by themselves or their contractor. This rule applies to residents performing their own work, contractors, vendors, service companies, and delivery personnel.

Temporary containers may be permitted with the following conditions:

- 24 hour notice is given by the contractor or Member to Security @ 949-580-1400; provide building, unit number, and the name of resident.
- Temporary container must be clearly marked at all times, by the contractor or Member, with the unit number from which the debris is sourced. The marking must be legible and able to withstand the elements (permanent marker on duct tape, waterproof label etc.)
- Location of temporary container must be authorized by the on-duty Watch Commander or designee.
- Temporary container must be covered at the end of each work day. The area around the temporary container shall be kept clean and free of debris and dirt. The area shall be cleaned promptly upon removal of the temporary container.
- Contractor and Owner shall be responsible for placing and maintaining adequate warning signs, lights, barricades and devices at all times in order to promote the safe movement of traffic.
- Contractor and Owner shall be responsible to ensure temporary containers are equipped with reflectors on all sides. Warning devices shall be placed in advance of each temporary container as directed by Watch Commander or designee. All warning signs, barriers, barricades, flags and other devices shall comply with or exceed the standards required in the Manual of Uniform Traffic Devices (MUTCD). All traffic devices shall be removed promptly upon removal of temporary container.
- Temporary containers may be in place for a maximum of seven days or until full, whichever occurs first.

- Dumpsters may be limited to 3 yard size (6'x4'x4'); roll off dumpsters may be permitted if space allows, with prior approval of staff.
- Temporary Storage Containers (PODs) may be limited to eight feet in length. Larger sizes may be permitted if space allows, with prior approval of staff.
- No hazardous materials can be disposed of in temporary containers.
- Temporary containers with wheels must have wheel chocks to prevent movement.

Inquiries will be referred to on-duty Watch Commander for direction as to where the container can be placed. Staff will be assigned to meet with the resident or their contractor to determine an appropriate location for the container.

Key considerations for temporary container placement:

- Traffic safety.
- Sufficient room to place / retrieve the container.
- Protection of hardscape and landscape assets; placement on landscaped areas, walkways or sidewalks is prohibited.
- Placement in any parking spaces, e.g. guest spaces and carports, is prohibited.
- Proximity to the unit and efficiency for the contractor.

Failure of the Member or their contractor to cooperate in placement of the container as directed by Staff may result in a disciplinary hearing before the Board. Members will be responsible for damages caused by temporary container placement. Removal of encroachments to protect public safety:

- Whenever the Watch Commander or designee determines that a temporary container or other encroachment located in the community causes a dangerous condition or obstruction, he or she may cause the immediate removal, relocation and/or remedy of that condition without prior notice to the responsible owner or permittee of that encroachment.
- The Watch Commander or designee may remove or cause to be removed any temporary container or other encroachment that is placed on the community that is in violation of these conditions, provided that a reasonable attempt has been made to contact the owner and to give twenty-four (24) hours' notice of the intent to remove the bin.
- The responsible property owner and/or operator shall pay all costs incurred by the Mutual for removal, storage or clean up resulting from the placement of a temporary container.

If a resident is concerned about the placement of safety of a temporary container, they should immediately contact Security @ 949-580-1400.



Vehicle, Traffic, and Parking Rules

Resolution 03-19-85, adopted August 20, 2019; Resolution 03-49-50, adopted May 21, 2019; Resolution 03-17-152, adopted December 19, 2017; Resolution 03-15-42, adopted April 21, 2015; and Resolution 03-14-43, adopted April 15, 2014

The following Vehicle, Traffic, and Parking Rules are strictly enforced and are applicable to all pedestrians and persons controlling or operating vehicles on any real property regulated by Third Laguna Hills Mutual (Third). This generally refers to the cul-de-sacs, parking areas, sidewalks, and grounds regulated by Third.

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1 **PREFACE**

(See Section 2 – Definitions, for words appearing in ALL CAPITAL LETTERS.)

To promote safety, the BOARD requires that all drivers and vehicles in THIRD follow the same rules for driving and parking as are expected on public streets, unless otherwise specified in herein.

Enforcement is the responsibility of the Laguna Woods Village Security Division, unless otherwise designated by law. All persons must stop when directed or signaled by a member of the Security Services Division and provide all items of identification as requested, such as GRF identification card, driver's license, vehicle registration, gate pass, etc.

Security Officers will issue Notices of Violation for violation of these rules. Drivers in violation may be subject to a fine and other disciplinary action. Vehicles parked in violation may be subject to a fine, and towed-away at the vehicle owner's expense.

The BOARD kindly reminds everyone that parking space is a valuable and limited resource.

- RESIDENTS are encouraged to limit their number of vehicles kept in THIRD.
- Please remind your guests to use UNASSIGNED PARKING or your own ASSIGNED PARKING space. Use of another RESIDENT'S ASSIGNED PARKING space without their permission can result in a Notice of Violation, fine, and tow-away at the vehicle owner's expense.
- The use and control of an ASSIGNED PARKING space rests exclusively with the RESIDENTS of the associated UNIT.
- A NON-RESIDENT party to a UNIT such as a MEMBER, owner, leasing agent, power of attorney, successor trustee, conservator, etc. may not keep any vehicle in the Village when the subject UNIT is occupied by a RESIDENT.

The MEMBER is responsible for any violation occurring in their ASSIGNED PARKING.

The MEMBER is responsible for any violation committed by their delegate, invitee, renter or lessee, and any invitee of a delegate, renter or lessee.

2 DEFINITIONS

Words appearing in ALL CAPITAL LETTERS are defined in this section.

2.1 ABANDONED VEHICLE

A MOTOR VEHICLE having either of the following attributes:

- Appears deserted, neglected, unsightly, or INOPERABLE.
- If in UNASSIGNED PARKING, has not been moved within a 21 day period unless previously receiving written authorization from the Security Department. (See Section 7.5 - Resident's Extended Parking.)

2.2 ASSIGNED PARKING

A defined parking location such as a carport, parking garage space, or UNIT driveway or garage that has both of the following attributes:

- Is regulated by Third.
- Is allotted as an exclusive use area of a particular UNIT.

2.3 BOARD

The Board of Directors or its delegated Committee.

2.4 BICYCLE

A device, upon which a person can ride, propelled by human power through pedals, a belt, chain, or gears and having one or more wheels.

- A motorized bicycle is classified as a MOTOR VEHICLE, not a BICYCLE.

2.5 COMMERCIAL VEHICLE

A vehicle displaying any of the following attributes:

- Of a type used or maintained for the transportation of persons for hire, compensation, or profit.

Examples: taxi cab, limousine, any vehicle originally designed to carry 12 or more passengers.

- Designed, used, or maintained primarily for the transportation of property.
 - Includes any vehicle mounted with a utility body/bed. However, a carrier designed for specific sports or athletic equipment (e.g. bicycle or ski rack) is acceptable.

- Used, specially equipped, or advertised for commercial purposes.

Examples: MOTOR TRUCK, cargo trailer, PICKUP TRUCK with a ladder rack or utility body or carrying visible tools or merchandise, van with business advertising displayed or carrying visible tools, chests, racks or merchandise.

EXCEPTIONS:

- PICKUP TRUCKS and passenger vehicles (including commuter carpooling vans of up to 11 passenger capacity) are not COMMERCIAL VEHICLES unless used, specially equipped, or advertised for commercial purposes.

2.6 EMPLOYEE

A person who is employed by the managing agent.

2.7 GRF

The Golden Rain Foundation of Laguna Woods.

2.8 GOLF CART

A MOTOR VEHICLE having all of the following attributes:

- Having not less than three wheels in contact with the ground.
- Having an unladen weight of less than 1,300 pounds.
- Designed to be operated at no more than 20 mph.
- Designed to carry golf equipment and passengers.
- Is exempt from California Motor Vehicle Registration.

2.9 GOLF CAR

A MOTOR VEHICLE that has all the attributes of a Low Speed Vehicle (LSV) or Neighborhood Electric Vehicle (NEV):

- Having 4 wheels.
- Having a gross vehicle weight rating of less than 3,000 pounds.
- Designed to attain a speed of more than 20 miles per hour and not more than 25 miles per hour on a paved level surface.
- May legally be driven on public streets with a maximum speed limit of 35 miles per hour.
- Requires government motor vehicle registration on a public street.

2.10 GUEST

A NON-RESIDENT approved for entry into LAGUNA WOODS VILLAGE by an authorized party for a MANOR, or by the managing agent.

2.11 GUEST PARKING

A parking location that is marked as such by a sign, or curb or pavement marking is reserved for GUEST use only.

2.12 LOW SPEED VEHICLE (LSV)

See GOLF CAR.

2.13 IN LAGUNA WOODS VILLAGE

Any real property governed by GRF or a Mutual Corporation IN LAGUNA WOODS VILLAGE.

2.14 IN THIRD

Any real property governed by THIRD.

2.15 INOPERABLE VEHICLE

A partial or complete vehicle displaying **any** of the following attributes:

- Does not show current, government issued license and registration for on-street operation.
- Is government registered with a classification of non-operational, or for a use other than on-street.

Examples: "Planned Non Operation," "Off Highway Vehicle," and watercraft registrations.

EXCEPTION:

- The above registration provisions do not apply to GOLF CARTS. See Section 5.2 – Vehicle Registration Required.
- Lacks any original and complete design component. (Examples: motor, fender, hood, wheel, light.)
- Appears unable to legally or safely operate on the street in its present condition.
Examples: does not run, significant disassembly or collision damage, leaking fluids, flat tire, tire off ground, vehicle up on blocks.
- Presents a nuisance or hazard as determined by the BOARD.

2.16 MANOR

A dwelling unit IN LAGUNA WOODS VILLAGE.

2.17 MEMBER

The person having legal accountability to GRF and THIRD for a UNIT.

2.18 MOTOR TRUCK

A MOTOR VEHICLE designed, used, or maintained primarily for the transportation of property.

2.19 MOTOR VEHICLE

A vehicle that is self-propelled.

EXCEPTIONS:

- A self-propelled wheelchair, invalid tricycle, electric personal assistive mobility device (example: Segway) or motorized quadricycle.

2.20 NEIGHBORHOOD ELECTRIC VEHICLE (NEV)

See GOLF CAR.

2.21 NON-RESIDENT

A person who is not a legal occupant of a UNIT in LAGUNA WOODS VILLAGE.

2.22 NON-RESIDENT VEHICLE

Any vehicle not registered as a RESIDENT VEHICLE with GRF.

2.23 PICKUP TRUCK

A MOTOR TRUCK having **all** of the following attributes:

- Is equipped with an open box-type bed not exceeding 9 feet in length.
- Has an overall vehicle length not exceeding 22 feet.
- Has only 2 axles.
- Has an unladen weight of less than 8,001 pounds.
- Has a manufacturer's gross vehicle weight rating of less than 11,500 pounds in single rear wheel configuration, or 14,000 pounds in dual rear wheel configuration.

PICKUP TRUCK does not include a vehicle otherwise meeting the above definition that is equipped with a bed-mounted storage compartment unit commonly called a "utility body" or "utility bed."

A vehicle otherwise meeting the above definition that is mounted with an equipment rack or storage chest, or displays advertising is deemed to be a COMMERCIAL VEHICLE.

A PICKUP TRUCK mounted with a camper unit extending over the cab or equipped with food preparation and sleeping areas is deemed to be a RECREATIONAL VEHICLE. See Section - 7.8 Recreational Vehicles Restricted.

2.24 PEDESTRIAN

A person who is **either** of the following:

- On foot or using a means of conveyance propelled by human power other than a BICYCLE.
- Operating a self-propelled or motorized wheelchair, invalid tricycle, electric personal assistive mobility device (example: Segway) or motorized quadricycle.

2.25 RECREATIONAL VEHICLE (RV)

A vehicle so defined in the GRF Recreational Vehicle (RV) Parking Areas Rules and Regulations.

2.26 RESERVED PARKING

A parking location that is marked as such by a sign, or curb or pavement marking is set-aside for use only by the named user(s).

2.27 RESIDENT

A BOARD approved, legal occupant of a UNIT in LAGUNA WOODS VILLAGE.

2.28 RESIDENT VEHICLE

A vehicle that has **all** of the following attributes:

- A RESIDENT has exclusive use thereof.
- Is of a type approved by GRF.
- Is registered with GRF.

2.29 SAFELIST

A register maintained by the Security Services Department to document vehicles granted a limited exception to certain parking rules. Examples: Extended RESIDENT'S absence, overnight RV parking, late night calls for overnight guests without a parking permit.

2.30 SPONSOR

A RESIDENT, MEMBER or delegate for a MANOR, who approves the admission of any NON-RESIDENT into Laguna Woods Village,

OR,

A person representing an organization or business entity for the purpose of requesting entry for themselves or another into Laguna Woods Village.

2.31 UNASSIGNED PARKING

A proper parking location having **both** of the following attributes:

- Not an ASSIGNED PARKING space for a particular UNIT or RESIDENT.
- Not designated as GUEST PARKING or RESERVED PARKING.

2.32 UNAUTHORIZED VEHICLE

A vehicle having **both** of the following attributes:

- NON-RESIDENT VEHICLE.
- Parked IN THIRD at any time between the hours of 12:00 a.m. (midnight) and 6:00 a.m. without displaying a valid GRF Overnight Parking Permit.

2.33 VISITOR PARKING

See GUEST PARKING.

3 BOARD AUTHORITY and ENFORCEMENT

3.1 BOARD AUTHORITY

The BOARD establishes and from time to time updates these rules, and decides upon fines and other disciplinary actions for violations.

The BOARD will appoint a Laguna Woods Village Traffic Hearings Committee comprised of three (3) BOARD members. The Laguna Woods Village Traffic Hearings Committee will schedule traffic hearings as necessary to adjudicate Notices of Violation. The Laguna Woods Village Traffic Hearings Committee is an open meeting that the alleged violator is invited to attend.

Notices of violation, traffic hearings, assessment of fines and other disciplinary actions are administrative processes of GRF and THIRD.

Fines and other disciplinary actions may be greater for repeated violations within a 3 year period.

The BOARD at its discretion may approve case-by-case exceptions to these rules.

The BOARD endorses the traffic rules of GRF and the other Mutual Corporations. Notices of Violation issued in another Mutual's area to RESIDENTS of THIRD will be adjudicated as if the violation had occurred in THIRD.

3.1.1 MEMBER

A MEMBER is subject to the payment of a fine and other disciplinary action imposed by the BOARD for any violation committed by the MEMBER, or any delegate, occupant, lessee, renter, invitee or guest of the MEMBER.

3.1.2 RESIDENT

A RESIDENT is subject to the payment of a fine and other disciplinary action imposed by the BOARD for any violation committed by the RESIDENT, or any delegate, occupant, lessee, renter, invitee or guest of the RESIDENT. Responsibility for non-compliance with any such disciplinary action transfers to the applicable MEMBER.

3.1.3 NON-RESIDENT

A NON-RESIDENT is subject to confiscation of their gate pass and other loss of community access privileges as determined by the Community Access Division, and assessment of a fine and other disciplinary action imposed by the BOARD for any violation committed by the NON-RESIDENT.

3.1.4 SPONSOR OF A GUEST

If a GUEST fails to pay a fine or comply with other disciplinary requirements determined by the BOARD, responsibility transfers to the RESIDENT SPONSOR who authorized

the violator into Laguna Woods Village. Responsibility for non-compliance with any such disciplinary action by the SPONSOR transfers to the applicable MEMBER.

3.1.5 ON-DUTY EMPLOYEE

An on duty EMPLOYEE of the managing agent is held to the same standard of safe driving as all others.

A violator is subject to disciplinary action, including potential loss of driving privileges, in accordance with the managing agent's Human Resources policy and procedure.

3.1.6 OFF DUTY EMPLOYEE

The Notice of Violation is unrelated to work and adjudicated under BOARD authority as a RESIDENT or NON-RESIDENT.

3.2 SECURITY SERVICES DEPARTMENT ENFORCEMENT

Enforcement of these rules is the responsibility of the Laguna Woods Village Security Services Department, unless otherwise designated by law.

Security Officers will issue a Notice of Violation for any violation of these rules.

All persons must stop when directed or signaled by any member of the Security Services Department, and provide all items of identification as requested, such as GRF identification card, driver's license, vehicle registration, and gate pass.

3.3 NOTICE OF VIOLATION PROCESSING - RESIDENTS, MEMBERS, OWNERS, and NON-RESIDENTS

Traffic hearings for RESIDENTS and NON-RESIDENTS will be held by the Laguna Woods Village Traffic Hearings Committee.

3.3.1 TRAFFIC HEARING NOTICE

Following a Notice of Violation, the alleged violator will be sent a letter scheduling a traffic hearing date and time. This letter will be sent at least 15 days before the hearing.

3.3.2 TRAFFIC HEARING

The traffic hearing will be an open meeting. The Committee will hear testimony and consider evidence from the alleged violator and Security staff.

If an alleged violator chooses not to attend their hearing, the Committee will make its decision based on the Notice of Violation and other evidence presented.

After each hearing, the Committee will render its decision.

The Laguna Woods Village Traffic Hearings Committee will be documented by a written report of the proceedings.

A letter stating the Committee's decision will be sent to the alleged violator within 10 days following the hearing. If the Committee finds the individual guilty, the letter will inform the violator of the penalty and present the choice of paying the scheduled fine, or attending Traffic School, if eligible.

3.3.3 TRAFFIC SCHOOL

The Laguna Woods Village Traffic School will be a 2 hour class addressing traffic safety topics, and designed for Laguna Woods Village drivers.

Traffic School is available to a violator once during any 3 year period.

The Security Services Department will provide instructors to teach Traffic School.

Every attendee must pay an administrative fee prior to attending Traffic School.

The following citations are ineligible for Traffic School: Parking, RV Lot Parking, Handicap Parking, and specific Moving Violations (Hit and Run, Valid Driver's Licenses Not Produced and Reckless Driving.

3.3.4 FINES

THIRD adopts the fine structure of GRF for traffic violations. Fines are set by the latest GRF schedule.

3.4 NOTICE OF VIOLATION PROCESSING – ON DUTY EMPLOYEES

The Notice of Violation will be forwarded to the managing agent's Director of Human Resources for handling according to the managing agent's disciplinary policy.

4 TOWING POLICY

The California Vehicle Code authorizes private property tow-away at the vehicle owner's expense. The Security Services Department has been authorized by the BOARD to enforce these rules in compliance with California Vehicle Code § 22658 (a).

Violations may result in tow-away at the vehicle owner's expense. Vehicles may be towed immediately or after a 96 hour waiting period as indicated below.

4.1 IMMEDIATE TOW AWAY

4.1.1 SECURITY SERVICES DEPARTMENT TOWING

The Security Services Department is authorized to **immediately tow-away at the vehicle owner's expense** any vehicle parked under **any** of the following conditions:

- In a space designated for handicapped parking while not displaying a valid disabled (handicapped) license plate or placard.
- In a no parking zone.
- Within 15 feet of a fire hydrant.
- Blocking an entrance or exit.
- Blocking a roadway or posing a hazard to traffic.
- Posing a safety or environmental hazard.

4.1.2 RESIDENT'S PRIVATE TOWING

An ASSIGNED PARKING space (e.g. carport, driveway, garage) is provided for the exclusive use of the RESIDENT who controls (is in lawful possession of) that location.

No vehicle may be parked in any ASSIGNED PARKING location without that controlling RESIDENT'S **written** permission.

California Vehicle Code §22658 (a) allows a person in lawful possession of private property (the controlling RESIDENT) to order the immediate tow-away of any vehicle parked without permission in that person's ASSIGNED PARKING space. Tow-away is made at the vehicle owner's expense.

Because the tow-away is made from a restricted use common area location, the towing is a private matter between the RESIDENT ordering tow-away, the vehicle owner, and the towing company. THIRD , GRF, and the Security Services Department are not parties to, and assume no authority or liability in the matter.

4.2 TOW AWAY AFTER 96 HOURS NOTICE

4.2.1 NON-RESIDENT VEHICLE IN ASSIGNED PARKING

Except as provided above, the Security Services Department is authorized to tow-away at the vehicle owner's expense a NON-RESIDENT vehicle, in an ASSIGNED PARKING location, for any violation of these rules, upon meeting **all** of the following requirements:

- Receiving specific direction from the BOARD.
- Requesting compliance to correct the violation or remove the vehicle from the Village.
- Compliance is not made within **96 hours** of written notification.

4.2.2 NON-RESIDENT VEHICLE IN OTHER THAN ASSIGNED PARKING

Except as provided above, the Security Services Department is authorized to tow-away at the vehicle owner's expense an UNAUTHORIZED VEHICLE or NON-RESIDENT vehicle, not in ASSIGNED PARKING, for any violation of these rules, upon meeting **both** of the following requirements:

- Requesting compliance to correct the violation or remove the vehicle from the Village.
- Compliance is not made within **96 hours** of written notification.

4.2.3 RESIDENT VEHICLE IN ANY LOCATION

Except as provided above, the Security Services Department is authorized to tow-away at the vehicle owner's expense a RESIDENT VEHICLE for any violation of these rules, upon meeting the following requirements:

- Receiving specific authorization from the BOARD.
- Requesting compliance to correct the violation or remove the vehicle from the Village.

- Compliance is not made within 96 hours of written notification.

5 LICENSE AND REGISTRATION REQUIREMENTS

5.1 DRIVERS LICENSE REQUIRED

Any person operating a MOTOR VEHICLE is required to have a valid driver's license in their possession and present it to any member of the Security Services Department upon request.

EXCEPTIONS:

- GOLF CART

5.2 VEHICLE REGISTRATION REQUIRED

Every MOTOR VEHICLE in THIRD is required to display current on-street license plate and registration, and the person in control thereof must present current registration documentation to any member of the Security Services Department upon request.

EXCEPTIONS:

- GOLF CART

5.3 AUTHORIZED RESIDENT VEHICLE TYPES

THIRD authorizes any vehicle type that is eligible to receive a GRF decal.

5.4 GRF VEHICLE DECALS

All RESIDENT MOTOR VEHICLES must be registered with GRF and properly display the current GRF vehicle decal while in THIRD.

5.5 Resident Vehicle Decal Limit

Each UNIT is allowed to receive a limited number of GRF decals based on the number of original construction bedrooms.

- 1 Bedroom UNIT up to 2 decals
- 2 Bedroom UNIT up to 3 decals
- 3 Bedroom UNIT up to 3 decals

Each UNIT is allowed to receive up to a total of 2 decals for GOLF CARTS and/or GOLF CARS regardless of the number of original bedrooms in the UNIT.

Decal counts do not include motorhomes and commercial vehicles stored in the GRF Recreational Vehicle Storage Area.

6 RULES FOR DRIVING

6.1 STAY ON PAVEMENT

Vehicles may only be driven on streets, cul-de-sacs, driveways, and designated parking areas designed for such use. Vehicles may not be driven or parked off pavement.

EXCEPTIONS:

Certain specific and limited exceptions are detailed in

- Section 8 - Special Rules for Golf Carts and Golf Cars
- Section 9 - Special Rules for Bicycles

6.2 TRAFFIC CONTROL DEVICES

Drivers must obey all posted traffic signs, and pavement and curb markings.

6.3 SPEED LIMITS

Vehicles may never be driven faster than is safe for the prevailing conditions.

Vehicles may not exceed the posted speed limit.

- 25 MPH: All streets, unless otherwise posted
- 15 MPH: All cul-de-sacs and parking areas, unless otherwise posted
- 10 MPH: All inbound gate entrances

6.4 STOP SIGNS

When approaching a stop sign, drivers must stop at the limit line, if marked, otherwise before entering the crosswalk on the near side of the intersection.

- The limit line is a white line painted across the driver's lane just before the stop sign or crosswalk.
- If there is no limit line or crosswalk, drivers must stop at the entrance to the intersecting roadway.
- If visibility is restricted at the limit line or crosswalk, drivers may need to pull forward and stop again before safely passing through the intersection.

Drivers must always make a full and complete stop.

- So called "California stops" or "rolling stops" are not allowed; the wheels of the vehicle must stop turning.

6.5 RIGHT OF WAY

6.5.1 Emergency Vehicles

Drivers must yield to any law enforcement, fire or ambulance vehicle with emergency lights illuminated or siren in use.

6.5.2 Pedestrians

The driver of a vehicle must yield the right-of-way to a PEDESTRIAN crossing the roadway. The driver of a vehicle approaching a PEDESTRIAN must exercise all due care and reduce the speed of the vehicle or take any other action relating to the operation of the vehicle as necessary to safeguard the safety of the PEDESTRIAN.

No PEDESTRIAN may suddenly leave a curb or other place of safety and walk or run into the path of a vehicle that is so close as to constitute an immediate hazard. No PEDESTRIAN may unnecessarily stop or delay traffic.

6.5.3 Side Road

A driver entering a through road from a cul-de-sac or side road must yield to vehicles on the through road.

6.5.4 Stop Sign

At an intersection controlled by a stop sign, the first vehicle to arrive has the right of way. If two vehicles arrive at the same time, the vehicle to the right has the right of way.

6.5.5 Travel Lanes

Do not drive to the left of center of the road, even when no center line is present.

6.5.6 Turns

A driver making a left turn or U-turn must yield to oncoming traffic.

6.6 WIRELESS COMMUNICATIONS

Drivers may not operate a cell phone without the use of a hands-free device.

Drivers may not use a wireless device to write, send or read communications, or view images.

6.7 SEAT BELTS

Drivers must wear a seat belt when driving.

Adult passengers must wear seat belts.

Younger passengers must be secured in a seat belt or child passenger restraint system of the type required by law on a public street.

6.8 USE OF LIGHTS

MOTOR VEHICLES must operate head lamps and tail lamps from ½ hour after sunset to ½ hour before sunrise. This includes GOLF CARTS.

MOTOR VEHICLES approaching and entering any Laguna Woods Village gate at night must use low beam headlamps.

For safety, any PEDESTRIAN or BICYCLE on a roadway at night must shine a flashlight or otherwise display lighting sufficient to be plainly visible in any direction within 200 feet.

- This includes any vehicle using human power, or a self-propelled or motorized wheelchair, invalid tricycle, electric personal assistive mobility device (e.g. Segway) or motorized quadricycle.

7 RULES FOR PARKING

7.1 VEHICLES PROHIBITED

GRF specifies the types of vehicles prohibited from parking in LAGUNA WOODS VILLAGE. THIRD requires that any vehicle parked in THIRD must adhere to the GRF restrictions.

7.2 ASSIGNED PARKING

The use and control of an ASSIGNED PARKING space rests exclusively with the RESIDENT of a UNIT.

- A NON-RESIDENT party to a UNIT such as a MEMBER, owner, leasing agent, power of attorney, successor trustee, conservator, etc. may not keep any vehicle in the Village when the subject UNIT is occupied by a RESIDENT.

A RESIDENT must utilize their ASSIGNED PARKING space before using UNASSIGNED PARKING.

A NON-RESIDENT VEHICLE may not be stored in ASSIGNED PARKING.

- A NON-RESIDENT vehicle parked more than 7 days in ASSIGNED PARKING is deemed to be stored, unless the person in possession is a GUEST who is listed for the same time period in the GRF Gate Clearance System and the vehicle is properly displaying a valid GRF Overnight Parking Permit.

7.3 GENERAL PARKING RULES

7.3.1 Park Safely

At no time may a vehicle be parked in a manner creating a traffic hazard.

7.3.2 Fire Hydrant

At no time may a vehicle be parked within 15 feet of a fire hydrant. Vehicles in violation are subject to immediate tow-away at owner's expense. See Section 4 – Towing Policy.

7.3.3 Sidewalk

Except to safely cross on a roadway or driveway, no vehicle may be driven or parked with any portion of it on a sidewalk.

7.3.4 Off Pavement

At no time may a vehicle be driven or parked with any portion of it off pavement.

EXCEPTIONS:

Certain specific and limited exceptions are detailed in

- Section 8 - Special Rules for Golf Carts and Golf Cars.
- Section 9 - Special Rules for Bicycles.

7.3.5 Curb or Parking Stall

Vehicles may park in a designated parking stall or along a curb or sidewalk.

- Parking along a curb or sidewalk:
 - Vehicles on a 2-way travel roadway must be parked with the passenger side wheels alongside the curb or sidewalk.
 - Vehicles on a 1-way travel roadway may park alongside the curb or sidewalk on either side of the roadway.
 - The front and rear wheels alongside must be within 18" of the curb or sidewalk edge.
 - Vehicles may not be parked in, or within 20 feet of a street intersection.
- Parking in a marked stall:
 - Vehicle must fit and be parked completely within the marked boundaries of a parking space.
- Parking in an unmarked stall:
 - A vehicle may be parked in a location that is not marked; however, at no time may it be parked in a manner that creates a traffic hazard, interferes with other vehicle access, PEDESTRIAN traffic, or access to facilities or equipment.

7.3.6 Inoperative Vehicle

At no time may an INOPERATIVE VEHICLE be parked IN THIRD.

7.3.7 Abandoned Vehicle

At no time may an ABANDONED VEHICLE be parked IN THIRD.

7.3.8 Unauthorized Vehicle

At no time may an UNAUTHORIZED VEHICLE be parked IN THIRD.

7.4 TIME LIMITED PARKING

7.4.1 ASSIGNED PARKING

There is no time limit that a RESIDENT VEHICLE may be parked in the ASSIGNED PARKING location for RESIDENT'S MANOR, provided that the vehicle's GRF vehicle decal, government registration, mechanical condition and appearance are properly maintained.

- A vehicle that appears INOPERABLE or ABANDONED is subject to tow-away at vehicle owner's expense. See Section 2 - Definitions, and Section 4 - Towing Policy.

7.4.2 UNASSIGNED PARKING

Signs and curb and pavement markings that limit or prohibit parking apply at all times.

- Red zone: No stopping, standing or parking.

EXCEPTIONS:

- A driver may stop to avoid conflict with other traffic.
- An attended vehicle may stop for passenger transfers.
- An attended vehicle may stop for use of a mailbox.
- An attended vehicle may stop or stand while necessarily engaged in work.

Examples: moving or delivery truck.

- An unattended vehicle or piece of equipment may park when necessary and is authorized by the Security Services Department.
- Blue zone: Parking is permitted only when the vehicle is displaying a valid government issued disabled (handicapped) license plate or placard.
- Fire hydrant zone: No person shall stop, park, or leave standing any vehicle within 15 feet of a fire hydrant. Vehicles in violation are subject to immediate tow-away at owner's expense. See Section 4 – Towing Policy.
- Green zone: Parking may not exceed 10 minutes, or as posted by sign or curb marking.

EXCEPTION:

- Unlimited time parking in a Green Zone is permitted only when the vehicle is displaying a valid government issued disabled (handicapped) license plate or placard.
- Grey zone: Same as Unpainted.
- Handicapped zone: See "Blue zone."
- White zone: Loading and unloading only.
- Yellow zone: Commercial vehicle loading and unloading only.
- Unpainted: Parking is permitted for up to 7 continuous days, unless otherwise restricted. Parking is always prohibited within 15 feet of a fire hydrant even if the curb is unpainted. See Fire hydrant zone above.

EXCEPTION:

- Resident's extended absence parking. See Section 7.5 following.
- GUEST PARKING zone: RESIDENT VEHICLES are prohibited from using the location between 8:00 a.m. and 10:00 p.m.
- RESERVED PARKING zone: Parking is prohibited by a vehicle not carrying a party designated by the sign.
- VISITOR PARKING zone: RESIDENT VEHICLES are prohibited from using the location between 8:00 a.m. and 10:00 p.m.

7.5 RESIDENT'S EXTENDED ABSENCE PARKING

Due to a RESIDENT'S extended absence from the Village, a RESIDENT VEHICLE may be parked in UNASSIGNED PARKING for more than 7 days under the following conditions:

- RESIDENT'S ASSIGNED PARKING space must be occupied during the same time period by another RESIDENT VEHICLE.
- As a courtesy to fellow RESIDENTS, vehicle must be parked as far as practicable from MANORS, preferably on a named street rather than in a numbered cul-de-sac.
- RESIDENT must arrange to keep the vehicle's GRF vehicle decal, government registration, appearance and operating condition up to date. Vehicles that become INOPERABLE, or appear neglected or ABANDONED become subject to tow-away at owner's expense. See Section 4 - Towing Policy.
- The RESIDENT must SAFELIST the vehicle with the Security Services Department.
- NON-RESIDENT vehicles are not eligible for extended parking privileges.

7.6 CONTRACTOR and SERVICE VEHICLE PARKING

Contractor and service vehicles, including personal vehicles driven by workers, must be parked on named streets and are prohibited from parking within numbered cul-de-sacs or assigned parking spaces.

- Contractors may park on a SPONSORING RESIDENT'S driveway with the RESIDENT'S permission, but may not obstruct the sidewalk.

EXCEPTIONS:

- Vehicles, equipment and materials immediately and directly required for the performance of work.
- Vehicles immediately loading or unloading.

7.7 OVERNIGHT PARKING PERMITS

GRF has rules regarding overnight parking for NON-RESIDENTS. THIRD requires that any vehicle parked overnight adhere to GRF's rules.

7.8 RECREATIONAL VEHICLES (RV) RESTRICTED

Daily parking is limited to the GRF Recreational Vehicle Storage Area. Refer to the GRF Recreational Vehicle (RV) Parking Areas Rules and Regulations.

An RV may park in THIRD only when meeting **all** of the following conditions:

- RV is parked only for the purpose of loading or unloading. Other activities such as sleeping or resting in the RV, and vehicle maintenance are not allowed.
- RV is parked with engine and accessory equipment (e.g. exterior lights, generator, air conditioner, audio and video equipment) shut off.
- Extensions such as slide-outs, tilt-outs, and awnings must be closed.
- RV may not be attached to any external power supply.

- Leveling jacks, if used, must include a base plate sufficient to prevent damage to pavement.
- RV is parked for no more than 6 hours at a time.

EXCEPTION:

- Permission to park overnight immediately before or after a road trip will be reasonably granted by the Security Services Department. Vehicle must be removed no later than 12:00 noon the following day.

7.9 FOR SALE SIGNS

RESIDENT VEHICLES may display a maximum of two (2) "For Sale" signs advertising that vehicle. Each sign may be up to 9" x 12" in size. No signage may be on the exterior of the vehicle.

7.10 ADVERTISING

Any signage advertising a business or organization is prohibited on a vehicle parked overnight. Displaying a name or contact information such as a physical or communications address constitutes advertising.

EXCEPTIONS:

- Commercial vehicle or equipment displaying a valid GRF Overnight Parking Permit issued by the managing agent.
- License plate frames, and vehicle manufacturer's incidental identification and accessory items (example: vehicle brand and model nameplates.)
- Signs allowed in Section 7.9 – For Sale Signs.
- GRF vehicles.

7.11 REPAIRS

Vehicles may not be rebuilt or rehabilitated, major service may not be performed, and fluids may not be changed.

7.12 WASHING

In the interest of water conservation, vehicle washing is prohibited.

7.13 PLUG IN ELECTRIC VEHICLES (PEV)

Non-resident and guest PEVs are prohibited from connecting to common area outlets.

Any PEV connected to a common area outlet without authorization may be disconnected and/or owner contacted by Security staff, in addition to the other enforcement actions allowed in these rules.

Owners of PEVs are solely responsible for the proper use and maintenance of their vehicle and any associated equipment used in charging the vehicle and may not make any unauthorized alterations to Mutual outlets, wiring, circuit breakers or electric service panels.

Resident PEVs of other types (e.g. battery electric and plug-in hybrid vehicles) are allowed to connect to Mutual common area electricity upon payment of the electricity

user fee set by the Mutual Board, and Resident must properly display a Mutual issued Electric Vehicle (EV) decal on the vehicle.

- A pro-rated annual electricity usage fee, as set forth on the Mutual fee sheet, registered to any UNIT that does not have a private garage per the requirements of the BOARD approved Alteration Standard, Section 44, Electric Vehicle Charging Stations.
- Participating PEVs will be issued a Mutual authorized EV decal, affixed by staff to the exterior of the rearmost window in the lower corner furthest from the driver.
 - The EV decal is the property of THIRD and may be revoked upon expiration, withdrawal or termination from program, or non-compliance with these rules.



- The EV decal authorized to connect common area only.
 - Connection to outlets controlled by GRF, United, or Mutual Fifty is prohibited, except for self-contained, fee-per-use charging stations.
 - Connection to an outlet metered at any individual THIRD UNIT is prohibited without the controlling Resident's express permission.
 - Residents may request to "opt-out" of the Mutual EV Decal program by submitting a signed waiver at Resident Services indicating they will not be using Mutual common area electric to charge their Plug-in Electric Vehicle (PEV), and that they understand the consequences (fines) if they violate the Mutual EV Decal policy.
 - PEV's are equipped with charging cords, which for the purpose of this Policy are not "extension cords".

signifies the PEV is to outlets in the THIRD

UNATTENDED EXTENSION CORDS

Unattended extension cords may not be used in THIRD for any purpose. Residents found with unattended extension cords will be subject to fines.

Electrical use charges shall be computed in the following manner:

- The total miles driven since the last odometer mileage recorded by staff will be divided by 3.5 to calculate the kilowatt hours usage of common area electricity used to charge the PEV (3.5 equates to miles driven per KW charged). This value will be multiplied by the existing electrical common area billing rate of Southern California Edison, or other electric service provider if applicable.

NOTE: According to the Third Mutual Energy Committee chair, Third pays SCE commercial electric rates that as of 7-15-2015 are about 17 cents per kilowatt hour. This is in between the comparable residential user rates of Tier 1 at 15 cents and Tier 2 at 19 cents per kilowatt hour.

- This calculation assumes that all energy use attributed to the PEV during the enrollment period was received by connection to Third Mutual common area outlets. No deduction will be considered for the PEV charging at any other location, or charging or motive power received from a PEV onboard source (e.g. hybrid engine, integrated solar panel)

7.14 EXTENSION CORDS

In the interest of safety, unattended extension cords may not be used IN THIRD for any purpose. Any unattended extension cord may be disconnected by Security staff, in addition to the other enforcement actions allowed in these rules.

7.15 FINES

Refer to the THIRD Fee Sheet and the Schedule of Traffic and Monetary Penalties as it applies.

8 SPECIAL RULES FOR GOLF CARTS and GOLF CARS

8.1 GOLF CART

Unless exempted in this Section, all THIRD Vehicle, Parking and Traffic Rules, including stop sign, speed limit, parking, and GRF vehicle decal rules, apply to GOLF CARTS, just as any other MOTOR VEHICLE.

8.1.1 DRIVERS LICENSE

A driver's license is not required to operate a GOLF CART.

8.1.2 MINIMUM AGE

A NON-RESIDENT driving a GOLF CART must be both

- Age 16 years or older.
- Accompanied by a RESIDENT.

8.1.3 VEHICLE REGISTRATION

No government vehicle registration is required.

8.1.4 LIGHTS

Must operate head lamps and tail lamps from ½ hour after sunset to ½ hour before sunrise.

8.1.5 STAY ON PAVEMENT

Driving off pavement is prohibited.

EXCEPTION:

- Limited driving off pavement is allowed at the GRF 27-hole golf course, in accordance with golf course rules.

8.1.6 SIDEWALKS AND PATIOS

Driving or parking is not allowed on sidewalks, breezeways, or patios.

8.1.7 CART PATHS

Driving on paved cart paths is permissible. On a cart path the driver must:

- Travel at a slow speed that is reasonable and prudent.
- Exercise due regard for the safety of all PEDESTRIANS.
- Yield the right-of-way to all PEDESTRIANS.

Parking on a cart path is prohibited, except in a marked parking stall.

8.2 GOLF CAR

Unless exempted in this Section, all THIRD Vehicle, Parking and Traffic Rules apply to GOLF CARS, just as any other MOTOR VEHICLE.

8.2.1 CART PATHS

May be driven on a paved cart path.

On a cart path the driver must:

- Travel at a slow speed that is reasonable and prudent.
- Exercise due regard for the safety of all PEDESTRIANS.
- Yield the right-of-way to all PEDESTRIANS.

Parking on a cart path is prohibited, except in a marked parking stall.

9 SPECIAL RULES FOR BICYCLES (NON-MOTORIZED)

Unless otherwise specified in this Section, all requirements of Section 6 - Rules for Driving, including stop sign and speed limit rules, and Section 7 - Rules for Parking, apply to BICYCLES.

9.1 STAY ON PAVEMENT

BICYCLES may not be ridden off pavement.

9.2 SIDEWALKS

Riding on a sidewalk is allowed only between a point of origin or destination and the nearest connector to a street or cul-de-sac.

EXCEPTION:

- When delivering newspapers, a BICYCLE may be ridden an unlimited distance on a sidewalk.

While riding on a path or sidewalk, the cyclist must:

- Exercise due regard for the safety of all PEDESTRIANS.
- Travel at a speed that is reasonable and prudent.
- Yield the right-of-way to all PEDESTRIANS.
- Walk the BICYCLE when inside a building or on any covered passageway.

9.3 LIGHTS

For safety, at night a BICYCLE must operate lighting sufficient to be plainly visible in any direction within 200 feet.

9.4 PARKING

Bicycles may not be parked in any manner interfering with foot or vehicle traffic.

Bicycles must be parked utilizing parking racks where provided.

Attended BICYCLES may be parked off pavement, but only in such a manner as not to damage landscaping.

10 SPECIAL RULES FOR PEDESTRIANS

10.1 SIDEWALKS

For safety considerations, PEDESTRIANS may not walk upon a roadway.

EXCEPTIONS:

- When crossing a roadway.
- When there is no adjacent sidewalk available that is at least two (2) feet wide.

When upon any roadway, PEDESTRIANS must:

- Walk facing the flow of traffic, unless upon a 1-way roadway.
- Avoid stopping or delaying traffic.
- Shine a flashlight or otherwise display lighting at night sufficient to be plainly visible in any direction within 200 feet.

10.2 SKATEBOARDS

No person may ride or propel a skateboard or other riding device.

EXCEPTION:

- A person operating a self-propelled or motorized wheelchair, invalid tricycle, electric personal assistive mobility device (ex: Segway) or motorized quadricycle.

11 SPECIAL RULES FOR MANAGING AGENT

MOTOR VEHICLES and equipment used by the managing agent are permitted to operate and park on roadways, sidewalks, paths and landscape in a manner such as needed to efficiently provide services, such as maintenance, landscaping and security.

Except as necessary to efficiently provide services, MOTOR VEHICLES and equipment must be parked so as not to block access, walkways, or carports.

Except for fire hydrant and handicapped parking zones, all parking locations may be used by the managing agent as needed to efficiently provide services.

Visitor/unassigned parking locations may be used by the managing agent only in an emergency and/or to drop off heavy equipment.

12 RULES FOR REPORTING COLLISIONS

12.1 INJURY TO A PERSON

For a collision that causes injury or death to a person:

- Driver must stop and remain at the scene to provide their identity and information about the collision.
- Notify local authorities (Call 911.)
- Notify the Laguna Woods Village Security Department.

12.2 NO INJURY TO A PERSON

For a collision with no injuries that causes damage to any property, including damage solely to the driver's own MOTOR VEHICLE or BICYCLE:

- Driver must stop and remain at the scene to provide their identity and information about the collision.
- Driver must identify themselves to the owner or individual in control of the damaged property.
- Notify the Laguna Woods Village Security Services Department
- Any involved party may request the sheriff's department respond for a report.



STAFF REPORT

DATE: January 23, 2024
FOR: Resident Policy and Compliance Committee
SUBJECT: Disciplinary Notices

RECOMMENDATION

Review and file.

BACKGROUND

The Board is obligated to evaluate and impose if appropriate, member-discipline under its Bylaws and California Civil Code. On July 20, 2004, the Board of Directors (Board) established a member-discipline process for the purposes of holding disciplinary hearings in a timely manner and ensuring progressive discipline (Attachment 1, Resolution 03-04-12).

The member-discipline process is coordinated by the Compliance Division. Upon notice of an alleged violation, staff investigates and should staff identify objective evidence of a violation by a member or their guests, staff will send a courtesy notice to the offending party describing the allegation(s) and the disciplinary action that may ensue if not corrected. Staff will monitor the situation and if compliance is not evident, staff will send a final notice requesting compliance. Additionally, the matter is scheduled for a disciplinary hearing with the Board of Directors to determine if member-discipline is merited. If the alleged violation has been resolved, no further action is required.

If a disciplinary hearing is merited, and in some cases after review and approval of the Executive Hearings Committee, staff will proceed with noticing the Member for a hearing. During a Member Disciplinary Hearing the member has the right to meet before the Board of Directors in executive session. If the board finds the member to be in violation of the governing documents, the board may impose a fine based on the Monetary Fee Schedule, suspend Member privileges for delinquency, and/or consider legal action.

The Executive Hearings Committee meets for four hours on a monthly basis for damage restoration and disciplinary hearings. For 2023, the Committee averaged 5 disciplinary hearings per monthly meeting.

From August 2022 to May 2023, the Committee reviewed the following samples of disciplinary notices mailed to Members: courtesy notices, final notices, hearing notices and determination notices.

The Committee made changes to soften the language. The updated disciplinary notices were revised and approved by Legal Counsel and implemented in May.

Disciplinary Notices

January 23, 2024

Page 2

On November 29, 2023, the Committee discussed the disciplinary notices and directed staff to edit the existing notices and produce updated notices at the next Committee meeting.

DISCUSSION

At the direction of the Committee, staff drafted a friendly notice for unsubstantiated dog barking and nuisance violations. Additionally, the clutter and nuisance letters were updated to reflect changes from Third's legal counsel. An example of a hearing and determination notice was also included.

FINANCIAL ANALYSIS

None

Prepared By: Blessilda Wright, Compliance Supervisor

Reviewed By: Francis Gomez, Operations Manager

ATTACHMENT(S)

Attachment 1: Friendly Notice – Unsubstantiated Dog Barking Letter

Attachment 2: Friendly Notice – Nuisance Letter

Attachment 3: Interim Notice - Nuisance Letter

Attachment 4: Redline - Courtesy Clutter Letter

Attachment 5: Clean – Courtesy Clutter Letter

Attachment 6: Redline – Final Clutter Letter

Attachment 7: Clean – Final Clutter Letter

Attachment 8: Redline – Courtesy Nuisance Letter

Attachment 9: Clean – Courtesy Nuisance Letter

Attachment 10: Redline – Final Nuisance Letter

Attachment 11: Clean – Final Nuisance Letter

Attachment 12: Hearing Notice

Attachment 13: Determination Notice



**Friendly Notice
Request for Compliance**

DATE

Via First Class Mail and Email

NAME

ADDRESS

Laguna Woods, CA 92637

**Re: Request for Compliance
Resolution No. 03-23-24, Pet Policy**

Dear Member:

This is a friendly notice that you may be in violation of the governing documents. The Third Laguna Hills Mutual (Third) Board of Directors has received a report alleging that you may be in violation of the community rules. It has been reported a dog is heard barking from your unit, creating a nuisance to neighboring residents. Subsequently, the Security Services Department responded on DATE at TIME but did not verify the report. However, we would like to take this opportunity and make you aware of the rules as they pertain to pets.

Be advised, Resolution 03-23-24, Pet Policy states: "...No Member shall keep, maintain, or permit within any dwelling unit under his control, or within any other real property owned or managed by Third Mutual, any Pet which by any persistent sound or cry shall disturb the peace and comfort of the inhabitants of the neighborhood or interfere with any person in the reasonable and comfortable enjoyment of life or property..."

As a Third Member, please be advised that you are personally responsible for ensuring that the rules, regulations, and policies are followed by anyone you allow into the community. This includes any Co-occupant, Lessee, or Guest. On behalf of the Third Board of Directors, we are requesting that you take the necessary action to ensure compliance to the cited rules.

The Compliance Division coordinates the rules enforcement program in the Village and is willing to help or answer any questions if needed. Please feel free to reach out via email at compliance@vmsinc.org; or telephone call at 949-268-2255; or in writing to the Compliance Division, PO Box 2220, Laguna Hills, CA 92654.

Sincerely,
FOR THE BOARD OF DIRECTORS

NAME

Compliance Coordinator, VMS, Inc.

cc: Security Supervisors IR



**Friendly Notice
Request for Compliance**

DATE

Via First Class Mail and Email

Name

address

Laguna Woods, CA 92637

**RE: Friendly Notice Request for Compliance
CC&Rs Article III, Section 6, Use Restrictions
Resolution 03-23-02, Nuisance Policy**

Dear Member:

This is a friendly notice that you may be in violation of the Governing Documents. You may not be aware that the Third Laguna Hills Mutual (Third) Board of Directors has received a complaint of excessive noise coming from the above-referenced property. It is alleged that your television was loud and emanating outside your unit. The Security Services Department responded on DATE at TIME and was unable to verify the report. However, staff would like to take this opportunity and advise you of the quiet hours.

Be advised the hours of 10:00 pm – 7:00 am have been established as “Quiet Hours” by the City of Laguna Woods. In addition, CC&Rs, Article III, Section 6 Use Restrictions states: No Owner or Resident shall permit anything to be done within the Project which will obstruct or interfere with the rights of other persons in the Project or annoy them by unreasonable noises or otherwise, nor commit or permit any nuisance.

Please be further advised that Resolution 03-23-02, Nuisance Policy states “...Noise: Things that interfere with quiet enjoyment such as improperly installed hardwood floors, residents playing their music or TV at an excessively loud volume, overly loud conversations, yelling or shouting, barking dogs, excessively loud vehicles, etc. Excessive and overly loud characteristics are measured against what a reasonable person in the same or similar circumstance would consider to be excessive or overly loud...”

As a Third Member, please be advised that you are personally responsible for ensuring that the rules, regulations, and policies are followed by anyone you allow into the community. This includes any Co-occupant, Lessee, or Guest. On behalf of the Third Board of Directors, we are requesting that you take the necessary action to ensure compliance with the cited restrictions.

Name
Date
Page 2 of 2

The Compliance Division coordinates the rules enforcement program in the Village and is willing to help or answer any questions if needed. Please feel free to reach out via email at compliance@vmsinc.org; or telephone call at 949-268-2255; or in writing to the Compliance Division, PO Box 2220, Laguna Hills, CA 92654.

Sincerely,
FOR THE BOARD OF DIRECTORS

NAME
Compliance Coordinator, VMS, Inc.
cc: Security Supervisors IR 00-00000



Third Mutual Compliance Notice

Date

Via First Class Mail and Email

Name

Address

Laguna Woods, CA 92637

**Re: Request for Compliance
CC&Rs, Article III, Section 6, Use Restrictions
Resolution 03-23-02, Nuisance Policy**

Dear Member:

The purpose of this notice is to advise that you may be in continued violation of the Third Laguna Hills Mutual ("Third") Governing Documents. As you recall a disciplinary hearing was held on DATE to address your guest's vehicle that emanates loud sound while in the community, creating a nuisance to neighbors. Subsequently, the Security Department responded and verified the allegation as documented above. Staff would like to remind you and your guest to be mindful of the noise restrictions in the community.

In addition, the hours of 10:00 pm – 7:00 am have been established as "Quiet Hours" by the City of Laguna Woods.

As a Member of Third, you are required to take the necessary action to ensure compliance to the cited restrictions.

Failure to comply may result in a disciplinary hearing before the Third Board of Directors ("Board"). Pursuant to Section 4.5 of Third's Bylaws, the Third Board has the authority to impose monetary penalties, suspend Member privileges and bring forth legal action. Member privileges include, but are not limited to, deactivation of cable TV services, denial of access to GRF facilities, denial of lease authorization requests and/or denial of alteration permits and variance requests. (See Section 4.5.3 of Third's Bylaws).

Be advised that pursuant to CC&Rs Article III, Section 6 states: "No Owner or Resident shall permit or suffer anything to be done or kept within the Project which will increase insurance rates on any Building or contents thereof, or which will obstruct or interfere with the rights of other persons in the Project or annoy them by unreasonable noises or otherwise, nor shall any Owner or Resident commit or permit any nuisance or commit or permit any illegal act within the Project. An Owner and each Resident shall comply with the requirements of all governmental authorities. If by reason of any act of any Owner insurance rates should be increased, the Owner shall be personally liable for the additional premium."

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Nuisance in General: Anything which is injurious to health, indecent or offensive to the senses, causes an unreasonable disturbance or annoyance, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, is a nuisance. (Civ. Code § 3479) To be considered a nuisance, the behavior has to be repeated or continuous; single instances of an action or activity will not be considered a nuisance. ...”

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If you feel that this allegation is sent to you by mistake or if you would like to make a statement, you may send your written correspondence at compliance@vmsinc.org or PO Box 2220, Laguna Hills, CA 92654. If you have further inquiries, you may call at 949.268.2255.

Sincerely,
For the Board of Directors

STAFF
Compliance Coordinator, VMS, Inc.

cc: Security Supervisors, IR 2300000



Third Mutual Compliance Courtesy Notice

DATE

Via First Class Mail and Email

NAME

ADDRESS

Laguna Woods, CA 92637

Re: Request for Compliance

Resolution 03-23-18, Care & Maintenance of Patios, Balconies, Breezeways & Walkways

Resolution 03-11-47, Common Area Breezeway Planter Pots

Dear Member:

The purpose of this notice is to advise that you may be in violation of the Third Laguna Hills Mutual ("Third") Governing Documents. The Third Board of Directors ("Board") has received a report alleging that personal items stored in/on the LOCATION have been deemed unsightly or unsuitable. Subsequently, the site was inspected by management and the allegations were verified as documented below. ~~observations were documented.~~

[Insert photo here]

As managing agent for Third, we are requesting that you take the necessary action to ensure compliance to the cited restrictions. **Please remove the following items within 10 days of the date of this Courtesy Notice, on or before [Date]: [Description of items that are out of compliance and need to be removed].**

Be advised that pursuant to Resolution 03-23-18, Care & Maintenance of Patios, Balconies, Breezeways & Walkways states "...Common areas are for the use and enjoyment of all residents and while limited common areas permit exclusive use of the area, it is essential that all residents be aware of the need for the safety, attractiveness, and the prevention of damage to the building by items placed by the residents in or on the common or limited common areas... Items, including plants, statues, furniture, etc., may be placed directly outside a manor's front door on the floor and shall be limited. Adequate clearance is required to allow for easy walkway access along the area (at least in number and size to allow for a 48-inch clearance as required by law)..."

Additionally, Resolution 03-11-47, Common Area Breezeway Planter Pots states "...limits the number of potted plants for two and three story buildings on breezeways to six (6) feet out on either side of the front door with a 4-foot width clearance between foliage and breezeway railing."

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NAME

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Page 2 of 2

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FOR THE BOARD OF DIRECTORS

STAFF

Compliance Coordinator, VMS, Inc.

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FOR THE BOARD OF DIRECTORS

STAFF

Compliance Coordinator, VMS, Inc.

cc: Security Supervisors, NOV 2300000



Third Mutual Compliance Final Notice

DATE

Via First Class Mail and Email

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[Insert Updated photo here]

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FOR THE BOARD OF DIRECTORS

STAFF
Compliance Coordinator, VMS, Inc.

cc: Security Supervisors, NOV 2300000



Third Mutual Compliance Courtesy Notice

Date

Via First Class Mail and Email

Name

Address

Laguna Woods, CA 92637

**Re: Request for Compliance
CC&Rs, Article III, Section 6, Use Restrictions
Resolution 03-23-02, Nuisance Policy**

Dear Member:

The purpose of this notice is to advise that you may be in violation of the Third Laguna Hills Mutual ("Third") Governing Documents. The Third Board of Directors ("Board") has received a report alleging that you **Describe the violation**, creating a nuisance to neighbors. Subsequently, the Security Department responded and verified the allegation as documented above.

Be advised that pursuant to CC&Rs Article III, Section 6 states: "No Owner or Resident shall permit or suffer anything to be done or kept within the Project which will increase insurance rates on any Building or contents thereof, or which will obstruct or interfere with the rights of other persons in the Project or annoy them by unreasonable noises or otherwise, nor shall any Owner or Resident commit or permit any nuisance or commit or permit any illegal act within the Project. An Owner and each Resident shall comply with the requirements of all governmental authorities. If by reason of any act of any Owner insurance rates should be increased, the Owner shall be personally liable for the additional premium."

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P.O. BOX 2220, LAGUNA HILLS, CA 92654-2220

Agenda Item 8f

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Name
Date
Page 2 of 2

Attachment 8

to the Compliance Department, P.O. Box 2220, Laguna Hills, CA 92654. Alternatively, you may email at compliance@vmsinc.org or via phone at 949.268.2255. Thank you for your anticipated compliance.

Sincerely,
For the Board of Directors

Staff Name
Compliance Coordinator, VMS, Inc.

cc: Security Supervisors IR 00-00000



Third Mutual Compliance Courtesy Notice

Date

Via First Class Mail and Email

Name

Address

Laguna Woods, CA 92637

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P.O. BOX 2220, LAGUNA HILLS, CA 92654-2220

Agenda Item 8f

Page 18 of 28

Name
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Page 2 of 2

Attachment 9

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Sincerely,
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Staff Name
Compliance Coordinator, VMS, Inc.

cc: Security Supervisors IR 00-00000



Third Mutual Compliance Final Notice

Date

Via First Class Mail and Email

Name

Address

Laguna Woods, CA 92637

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CC&Rs, Article III, Section 6, Use Restrictions
Resolution 03-23-02, Nuisance Policy**

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STAFF
Compliance Coordinator, VMS, Inc.

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Sincerely,
For the Board of Directors

STAFF
Compliance Coordinator, VMS, Inc.

cc: Security Supervisors, IR 2300000



Third Mutual Compliance Notice of Disciplinary Hearing

September 13, 2023

Via Certified and First-Class Mail

[REDACTED]
[REDACTED]
Laguna Woods, CA 92637

**Re: CC&Rs Article III, Section 6
Resolution 03-23-02, Nuisance Policy**

Dear Member:

The purpose of this notice is to advise that you may be in violation of the Third Laguna Hills Mutual ("Third") Governing Documents. The Third Board of Directors ("Board") has received a report alleging that on [REDACTED] at or around 10:44 a.m. you called Security Dispatch very irate, upset and made threats of spraying the tree trimmers that were in the area with a garden hose. A Security Officer responded and attempted to deescalate the situation. However, you walked back and forth and told both the Dispatcher and Security Officer that they were "useless", "good for nothing", and should "just go home". It was further reported that you had your hose hanging over your wall with the water running. A neighbor stepped in to help diffuse the situation and the backup Security Officer left to avoid further escalation.

Shortly after, a Landscape Supervisor arrived on scene and requested Security to stand by. While on scene, the Security Officer saw you walk the perimeter of the building and begin watering the bushes by your manor. As the Security Officer walked past you sprayed the hose to the left side of him. The Security Officer asked what you were doing and the you responded jokingly that he should smile more and started yelling unintelligible statements. The Landscape Supervisor advised the Security Officer and others that they will skip the area to avoid further escalation. While having this conversation, it is alleged that the you made the following statements to the Security Officer: "hey a**hole", "why don't you smile more", and "I pay your f**** salary". It is further alleged that the you continued to yell obscenities at the Security Officer while he was engaging the neighbor who originally assisted in deescalating the situation and stepped in between them so that they could not continue speaking. The Security Officer left without further incident. The foregoing is a violation of CC&Rs Article III, Section 6 and Resolution 03-23-02, Nuisance Policy.

Due to the seriousness of the reported incident, the Third Executive Hearings Committee hereby calls you to a Disciplinary Hearing to address this matter. The Disciplinary Hearing will take place as follows:

Date: Thursday, September 28, 2023
Time: 10:05 AM
Location: Laguna Woods Village Community Center Building
24351 El Toro Road, Laguna Woods, CA 92637

If the Board/Committee determines that a violation(s) occurred, it will consider imposing disciplinary action against you, including monetary fines of up to five hundred dollars (\$500) for each incident and violation; suspension of Member privileges and/or the commencement of legal action against you, pursuant to Section 4.5 of Third's Bylaws and other related provisions of Third's Governing Documents. Member privileges include, but are not limited to, deactivation of cable TV services, denial of lease authorization requests and/or denial of alteration permits and variance requests (*See Section 4.5.3 of Third's Bylaws*).

You are strongly urged to attend the hearing, as you have a right to be heard and to present argument and evidence on your behalf. You also have a right to present and submit any statements or evidence in writing. If you do choose to be represented by counsel, please notify our office at least seven (7) days before the hearing date. Likewise, if you will be attending without counsel, please notify us at least seven (7) days before the hearing date. Failure to confirm attendance seven (7) days in advance of the hearing may result in you being unable to be heard by the Board/Committee. If you elect not to attend the hearing, a decision may be made in your absence. The Board/Committee will conduct the hearing in executive session.

The hearing will be conducted in accordance with Article 4 of the Bylaws, and specifically, Sections 4.4, 4.5 and 4.6 of the Bylaws, a copy of which is enclosed. These sections identify the procedures that will be followed in the hearing and the disciplinary action the Board/Committee may take against a Member for violations of Third's Governing Documents. Please read these sections carefully before the hearing.

In addition to the remedies specified herein, a Member found to be in violation may be liable for costs of suit and a reasonable sum for attorneys' fees incurred in enforcing the Governing Documents of Third, including without limitation, the Bylaws, the CC&Rs or the Rules and Regulations of Third. Be advised that CC&R's Article XXI, Attorney Fees, provides, in pertinent part, as follows:

"If an Owner defaults...in the performance or observance of any provision of these Restrictions, and the Mutual has obtained the services of an attorney...the Owner covenants and agrees to pay to the Mutual any costs or fees involved, including reasonable attorneys' fees..."

As a reminder and pursuant to CC&Rs Article III, Section 6: "No Owner or Resident shall permit or suffer anything to be done or kept within the Project which will increase insurance rates on any Building or contents thereof, or which will obstruct or interfere with the rights of other persons in the Project or annoy them by unreasonable noises or otherwise, nor shall any Owner or Resident commit or permit any nuisance or commit or permit any illegal act within the Project. An Owner and each Resident shall comply with the requirements of all governmental authorities. If by reason of any act of any Owner insurance rates should be increased, the Owner shall be personally liable for the additional premium."

September 13, 2023
Page 3 of 3

Additionally, Resolution 03-23-02, Nuisance Policy states: "...Nuisance in General: Anything which is injurious to health, indecent or offensive to the senses, causes an unreasonable disturbance or annoyance, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, is a nuisance. (Civ. Code § 3479)..."

Moreover, pursuant to Third Meeting Rules, Section IV(C), you will have five (5) minutes to address the Board/Committee on the matter referenced above. After the Disciplinary Hearing, the Board/Committee will deliberate as to what action to take if any. You will be advised in writing of the Board's/Committee's decision within fifteen (15) days of the Disciplinary Hearing.

Please contact us at 949.268.2255 or at compliance@vmsinc.org to confirm your attendance at the hearing at least seven (7) days prior or to ask any questions you may have regarding the hearing procedure. Failure to confirm attendance within the allowable time may result in you being unable to be heard by the Board. **Upon your arrival, please check in with the Concierge Desk and wait in the lobby of the Community Center until you are called to address the Board.**

Sincerely,
FOR THE BOARD OF DIRECTORS
The Compliance Division
Agent for Third Laguna Hills Mutual

Enclosure

cc: Third Laguna Hills Mutual Board of Directors



Third Mutual Compliance Disciplinary Hearing Determination Notice

October 13, 2023

Via Certified and First-Class Mail

[REDACTED]
[REDACTED]
Laguna Woods, CA 92637

**Re: CC&Rs Article III, Section 6
Resolution 03-23-02, Nuisance Policy**

Dear Member:

On [REDACTED], the Third Laguna Hills Mutual (“Third”) Board of Directors (“Board”) noticed and held a disciplinary hearing during the Committee Closed Executive Session to consider an allegation that you violated Third’s Governing Documents. As you were advised, it was reported that on August 1, 2023 at or around 10:44 a.m. you called Security Dispatch very irate, upset and made threats of spraying the tree trimmers that were in the area with a garden hose. A Security Officer responded and attempted to deescalate the situation. However, you walked back and forth and told both the Dispatcher and Security Officer that they were “useless”, “good for nothing”, and should “just go home”. It was further reported that you had your hose hanging over your wall with the water running. A neighbor stepped in to help diffuse the situation and the backup Security Officer left to avoid further escalation.

Shortly after, a Landscape Supervisor arrived on scene and requested Security to stand by. While on scene, the Security Officer saw you walk the perimeter of the building and begin watering the bushes by your manor. As the Security Officer walked past you sprayed the hose to the left side of him. The Security Officer asked what you were doing and the you responded jokingly that he should smile more and started yelling unintelligible statements. The Landscape Supervisor advised the Security Officer and others that they will skip the area to avoid further escalation. While having this conversation, it is alleged that the you made the following statements to the Security Officer: “hey a**hole”, “why don’t you smile more”, and “I pay your f**** salary”. It is further alleged that the you continued to yell obscenities at the Security Officer while he was engaging the neighbor who originally assisted in deescalating the situation and stepped in between them so that they could not continue speaking. The Security Officer left without further incident, in violation of CC&Rs Article III, Section 6 and Resolution 03-23-02, Nuisance Policy.

The Board reviewed information presented by Village Management Services, Inc. (VMS) Staff, managing agent for Third. The Committee also reviewed a written statement from you.

Following the disciplinary hearing, the Committee deliberated and voted and found that you failed to comply with Third’s Governing Documents. As such, the Committee voted to take the following actions:

- 1. Impose a \$250 monetary penalty for violation of nuisance restrictions;**
- 2. Advise you to not interfere with landscape operations and be courteous to staff; and**

P.O. Box 2220, Laguna Hills, CA 92654-2220

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3. Advise you that failure to comply may result in additional disciplinary action up to and including additional disciplinary action and potential legal action.

An invoice reflecting the \$250 monetary penalty will be mailed to you separately. The invoiced amount is due and payable to Golden Rain Foundation (GRF) upon receipt.

As a reminder, CC&Rs Article III, Section 6: “No Owner or Resident shall permit or suffer anything to be done or kept within the Project which will increase insurance rates on any Building or contents thereof, or which will obstruct or interfere with the rights of other persons in the Project or annoy them by unreasonable noises or otherwise, nor shall any Owner or Resident commit or permit any nuisance or commit or permit any illegal act within the Project. An Owner and each Resident shall comply with the requirements of all governmental authorities. If by reason of any act of any Owner insurance rates should be increased, the Owner shall be personally liable for the additional premium.”

Additionally, Resolution 03-23-02, Nuisance Policy states: “...Nuisance in General: Anything which is injurious to health, indecent or offensive to the senses, causes an unreasonable disturbance or annoyance, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, is a nuisance. (Civ. Code § 3479)...”

Furthermore, be advised that CC&R's Article XXI, Attorney Fees, provides, in pertinent part, as follows:

If an Owner defaults...in the performance or observance of any provision of these Restrictions, and the Mutual has obtained the services of an attorney...the Owner covenants and agrees to pay to the Mutual any costs or fees involved, including reasonable attorneys' fees...

Be further advised that Third's Appeal Policy provides, in pertinent part, as follows:

“...It is the stated policy that Members shall have the right to appeal decisions made by a committee whose membership is made up of less than the full board and have their appeal considered by the Board, after which the Board will make a decision and provide notice of same in accordance with Third's Governing Documents and applicable statute...”

In the event you have any questions regarding the Board's disposition of this matter, please do not hesitate to contact us at compliance@vmsinc.org or at 949.268.2255.

Sincerely,
FOR THE BOARD OF DIRECTORS
The Compliance Division
Agents for Third Laguna Hills Mutual

cc: Third Laguna Hills Mutual Board of Directors