



Laguna Woods Village owner/residents are welcome to participate in committee meetings and submit comments or questions regarding virtual committee meetings using one of two options:

1. 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.
2. By calling (949) 268-2020 beginning one half hour before the meeting begins and throughout the remainder of the meeting. You must provide your name and manor number.

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

**Thursday, May 14, 2020 – 10:00 A.M.
VIRTUAL MEETING
Laguna Woods Village Community Center
24351 El Toro Road**

AGENDA

- | | |
|--|--------------|
| 1. Call to Order | Lynn Jarrett |
| 2. Acknowledgment of Media | Lynn Jarrett |
| 3. Approval of the Agenda | Lynn Jarrett |
| 4. Approval of Meeting Report for January 15, 2020 | Lynn Jarrett |
| 5. Chair's Remarks | Lynn Jarrett |
| 6. Member Comments (Items Not on the Agenda) | Lynn Jarrett |

Reports:

None

Items for Discussion and Consideration:

- | | |
|--|--------------|
| 7. Lease Cap and Waiting List Rules | Lynn Jarrett |
| 8. Qualifications for Lease Authorization Permit | Lynn Jarrett |
| 9. Guarantors | Lynn Jarrett |
| 10. BBQ Rules | Lynn Jarrett |

Items for Future Agendas:

11. Purchase by Proxy

Concluding Business:

12. Committee Member Comments
13. Date of Next Meeting – To Be Determined
14. Adjournment

Lynn Jarrett, Chair
Blessilda Wright, Staff Officer
Telephone: 597-4254



OPEN MEETING

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

Wednesday, January 15, 2020 – 1:30 p.m.

Laguna Woods Village Community Center, Board Room – 24351 El Toro Road

MEMBERS PRESENT: Lynn Jarrett, Chair, Ralph Engdahl, Robert Mutchnick, and Steve Parsons

MEMBERS ABSENT: Reza Karimi

ADVISORS PRESENT: None

ADVISORS ABSENT: Stuart Hack

STAFF PRESENT: Pamela Bashline, Francis Gomez, Blessilda Wright, Gavin Fogg, and Paul Nguyen

CALL TO ORDER

Lynn Jarrett, Chair, called the meeting to order at 1:30 p.m.

ACKNOWLEDGEMENT OF PRESS

The Media was not present.

APPROVAL OF AGENDA

Director Parsons made a motion to approve the agenda as presented. Director Engdahl seconded the motion.

By unanimous vote the motion carried.

APPROVAL OF MEETING REPORTS

Director Engdahl made a motion to approve the December 2, 2019 meeting report as presented. Director Parsons seconded the motion.

By a vote of 3-1-0 (Director Mutchnick abstained), the motion carried.

CHAIRMAN'S REMARKS

Chair Jarrett stated there is a lot of interesting topics to be covered in today's meeting; commended staff on their work in putting the agenda packet together; and commented that it was good team work.

MEMBER COMMENTS ON NON-AGENDA ITEMS

None

REPORTS

Vacant Manor List Update

Gavin Fogg, Inspections Supervisor, presented the Vacant Manor List Update. The Committee members commented and asked questions.

Mr. Fogg left the meeting at 1:37 p.m.

Disciplinary Report

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

Expired Lease – 15 Day Letter

Pamela Bashline, Community Services Manager, presented the Expired Lease – 15 Day Letter report. The Committee members commented and asked questions.

ITEMS FOR DISCUSSION AND CONSIDERATION

Lease Cap and Lease Waiting List Policy

Ms. Bashline presented the Lease Cap and Lease Waiting List Policy. The Committee commented and asked questions.

Director Parsons made a motion to approve the Lease Cap and Lease Waiting List Policy. Director Engdahl seconded the motion.

By unanimous vote, the motion carried.

Harassment Policy

The Committee discussed the Harassment Policy. The Committee commented and asked questions.

Director Parsons made a motion to approve the Harassment Policy. Director Engdahl seconded the motion.

By unanimous vote, the motion carried.

Nuisance Policy

The Committee discussed the Nuisance Policy. The Committee commented and asked questions.

Director Parsons made a motion to approve the Nuisance Policy with changes. Director Engdahl seconded the motion.

By unanimous vote, the motion carried.

Director Parsons made a motion to approve the Election Rules and directed staff to seek clarifying language from Legal Counsel. Director Engdahl seconded the motion.

By unanimous vote, the motion carried.

Good Standing Policy

The Committee discussed the Good Standing Policy. The Committee commented and asked questions.

Director Parsons made a motion to approve the Good Standing Policy. Director Engdahl seconded the motion.

By unanimous vote, the motion carried.

Designate Smoke Free Building Policy & Procedure

Ms. Wright presented Designate Smoke Free Building Policy & Procedure. The Committee commented and asked questions.

By consensus, the Committee tabled the matter for the next meeting and directed staff to research an internal procedure for notification, during the resale process, when a unit is within a building designated as smoke free; obtain confirmation from Legal Counsel and obtain feedback from members of the real estate community.

ITEMS FOR FUTURE AGENDAS

- Purchase by Proxy
- Designate Smoke Free Building Policy & Procedure
- Rules for Board Meetings

CONCLUDING BUSINESS

Committee Member Comments

Director Mutchnick stated it was a good meeting.

Director Parsons commented on Election Proxies. Staff advised Election Proxies are addressed in the Election Rules.

Date of Next Meeting

To be determined

Adjournment

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


Lynn Jarrett, Chair
Third Laguna Hills Mutual



**Leasing Cap and Lease Waiting List Policy
Resolution 03-20-26; Adopted April 23, 2020**

I. Purpose

Third Laguna Hills Mutual (“Third”) authorizes Members, as defined in the CC&Rs, to lease their manors, subject to the restrictions and procedures in Third’s Governing Documents, including without limitation, the Operating Rules and any policy duly adopted by the Board. The current procedures relating to Lease Authorization are contained in Third’s Lease Policy, as may be amended from time to time. Notwithstanding the right of Members to lease their manors, Third has in place a limit on the total number of manors that may be leased at any given time, which is thirty percent (30%) of the total number of manors in Third (the “Leasing Cap”).

The purpose of this document is to set for the Leasing Cap and Waiting List Policy (the “Policy”), which supplements the Lease Policy by providing additional procedures relating to eligibility of Members to lease their manors once the Leasing Cap is reached.

II. Restriction on Number of Units Leased; Leasing Eligibility

Pursuant to the Leasing Cap, no more than thirty percent (30%) of the manors in Third shall be leased at any given time.

A Member desiring to lease his or her manor must submit to Third a written lease eligibility request for approval of eligibility of the Member to lease his or her manor based on the total number of manors currently leased in Third. No Member will be eligible to lease his or her manor or to submit a Lease Authorization Application prior to receiving written notice of eligibility to lease from Third through an authorized VMS staff member.

Third will respond to any Member’s written request for eligibility to lease the Member’s manor within ten (10) business days of the written submittal of such request to Third.

Third will deny a Member’s request for eligibility to lease the Member’s manor if the number of currently leased manors, plus the number of manors for which other Members have received approval to lease but which are not yet leased, plus the Member’s manor (the “Leased Unit Calculation”) exceeds thirty percent (30%) of the manors in Third. In such event, the Member will be notified in writing of such denial and placed on the lease waiting list, as further described below.

If the Leased Unit Calculation does not exceed thirty percent (30%) of the manors in Third, Third will notify the Member that his or her manor is eligible to lease, and that the Member has ninety (90) days to submit a complete Lease Authorization Application in accordance with the Lease Policy. After ninety (90) days from the notice of eligibility to lease, the Member's eligibility to lease will expire, and the Member must submit a new written request for eligibility.

III. Waiting List

In the event a Member's request for approval to lease is denied because the Leased Unit Calculation exceeds thirty percent (30%), the Member shall be placed on a waiting list maintained by Third, and the Member shall be given an opportunity to submit a Lease Authorization Application to lease his or her manor when such Member's name is first on the waiting list and the Leased Unit Calculation no longer exceeds thirty percent (30%) of the manors in Third. The Member will be contacted by Third in writing when such Member is eligible to lease his or her manor.

If a Member has received notice that such Member is eligible to lease his or her manor, that Member must submit a complete Lease Authorization Application in accordance with the Lease Policy within ninety (90) days of the notice of eligibility to lease. If the Member fails to submit a complete Application within ninety (90) days of the date of notice of lease eligibility, the Member's eligibility to lease shall expire. In such event, the Member shall be required to submit a new written request for eligibility to lease his or her manor in accordance with the foregoing provisions; and, if there is a waiting list, the Member will be placed at the end of such waiting list.

Members who are currently leasing their manors will continue to be eligible to lease their manor for ninety (90) days after the expiration or termination of the current Lease Authorization. If a Lease Authorization for an approved lease of a Member's manor expires or terminates and the Member does not submit a new, complete Lease Authorization Application (in accordance with the requirements of the Lease Policy) for a new lease for the Member's manor within ninety (90) days of the expiration or termination of the prior Lease Authorization, the Member's eligibility to lease his or her manor shall expire. In such event, the Member shall be required to submit a new written request for eligibility to lease his or her manor in accordance with the foregoing provisions of this Policy. Notwithstanding the foregoing, in the event a Member eligible to lease their manor following termination of a lease wishes to make alterations to the Member's manor in accordance with Third's Governing Documents which may inhibit their ability to lease the manor within ninety (90) days, the Member may make a written request for an extension of their ninety (90) day eligibility period; provided, however, that such request must be based on the necessary permits having already been granted by the City and Third. The Board may grant such Member's request in its sole and reasonable discretion.

IV. Exemptions; Enforcement

Upon written request by a Member for eligibility to lease his or her Unit, the Board shall be authorized and empowered, in its sole and reasonable discretion, to grant a hardship exemption for the Member with respect to the Leasing Cap. For purposes of this Policy, a "hardship" shall be defined as the need of a Member to lease his or her manor as a result of an unforeseeable event and/or because enforcement of the Leasing Cap against the Member could reasonably subject the Member to suffer a severe financial difficulty.

If a Member submits a Lease Authorization Application in accordance with the Lease Policy without first requesting and receiving written approval for eligibility to lease, the Application will be rejected and the fee returned, with instructions for the Member to first obtain written approval of eligibility to lease.

If a Member leases his or her manor without approval from the Board, or is otherwise in violation of the provisions of this Policy or the Lease Policy, the Member shall be subject to disciplinary measures, including, but not limited to: (A) a monetary penalty in an amount to be determined by the Board; (B) other disciplinary measures; and/or (C) a reimbursement assessment in an amount equal to the costs incurred by Third related to addressing such violation, including, without limitation, attorneys' fees and costs, irrespective of whether Third is able to obtain a court order to evict the tenant or otherwise effectuate the legal eviction of the non-compliant tenant from the Member's manor.



Application for Lease Permit Checklist

___ Please provide a copy of the executed lease agreement between the Member and Lessee for the current year. (Separate from this application, it is the Member's responsibility to execute a lease agreement, not included within this package, and not provided by Laguna Woods Village Leasing office.)

The information provided must be legible for digital imaging.



This page is intentionally left blank



Lease Authorization Policy Contents

	Page
Section I – Purpose	4
Section II – Definitions	4
Section III – Fees	6
Section IV — Terms and Conditions	7
A. General Information	7
B. Charges	8
C. Assignment of Rents.....	9
D. ID Cards and Privileges	10
E. Occupancy.....	10
F. Move In/Move Out and Bulky Items Delivery/Pickup	12
G. Alteration, Repairs and Maintenance	12
H. Insurance.....	13
I. Rights and Remedies	14
J. Enforcement	15
K. Exhibit A – Asbestos Disclosure Notice	17
L. Exhibit B – Notice of Assignment of Rents	19
M. Exhibit C – Lease Authorization Procedure and Application	20
N. Contact Information Form & Emergency Notification Record	27
O. Declaration Regarding Criminal Record	31
P. Declaration of Understanding	35

To view this lease authorization policy and application package online, visit

lagunawoodsvillage.com and click on Neighborhoods→Sales & Leasing→Third
Laguna Hills→Lease Policy and Application

Agenda Item 8

Page 3 of 35

Lease Policy
Resolution 03-19-93
Adopted September 17, 2019

I. Purpose

Third Laguna Hills Mutual (Third) authorizes Members, as defined in the CC&Rs, to lease their Manors. Any lease by a Member automatically transfers the right to use the Community Facilities from the Member to the Lessee (Bylaws Article 3, Section 3.2 and 3.3).

The purpose of this document is to set forth the Lease Policy; this Lease Policy shall be a governing document of Third and shall be enforceable against all Members.

II. Definitions

- A. Agent – Individual employed by Village Management Services Inc. (VMS) authorized to act on behalf of Third.
- B. Application – The Lease Authorization form prescribed by Third to apply for approval to lease a Manor (Exhibit C).
- C. Approval – Written authorization to lease a Manor in the Community granted by the Third Board or authorized VMS staff member(s).
- D. Assessment – The monthly charge that Third levies against all Members and their Manors and collects monthly pursuant to its Governing Documents.
- E. Charge – Fee, fine and/or monetary penalty that Third and/or GRF may levy upon a Member pursuant to their Governing Documents.
- F. Community – Laguna Woods Village.
- G. Community Rules – The Articles of Incorporation and Bylaws of Third, the recorded Covenants, Conditions, and Restrictions (CC&Rs) applicable to any Manor; and any rules and regulations adopted by Third and/or GRF. Any reference to the “Governing Documents” shall, for purposes of this Lease Policy, be deemed a reference to the Community Rules set forth in this definition.
- H. Co-occupant – Any person who seeks to reside with a Qualifying Resident who is approved, in advance, in writing, by the Board of Directors for occupancy and who shall be at least 45 years of age unless such person is the spouse or cohabitant.
- I. Golden Rain Foundation (GRF) – The nonprofit mutual benefit corporation organized to manage and maintain the Community Facilities and services for the Community.

Agenda Item 8

- J. Identification (ID) Card – Photo ID card issued by GRF to Members, Co-occupants, Lessees and private live in Caregivers of the Community authorizing use and access to the Community Facilities.
- K. Lease Authorization Office – Located in the Resident Services Department in the Community Center, which ensures that a Lease Application comports with the Governing Documents.
- L. Lease Authorization Extension – Parties to the lease may request an extension of time at the end of the lease authorization period if the original period is shorter than 12 months, subject to the Board of Director’s prior written approval.
- M. Lease Authorization Renewal – Parties to the lease authorization may request a renewal no more than 60 days prior to the end of the 12-month period.
- N. Lessee – Individual who leases a Manor from a Member.
- O. Manor – A residential condominium unit in Third.
- P. Member – A person who has been approved by Third as being entitled to membership in Third and has an appurtenant right of membership in GRF.
- Q. Non-Resident Member – A Member who does not personally reside in the Member’s Manor.
- R. Non-Resident Member Pass – Gate entry pass authorizing a non-resident Member access to the Community for the purpose of inspecting his/her property on an as-needed basis. This pass does not authorize use of or access to the Community Facilities during any lease period.
- S. Owner – Person or persons, partnership or corporation, and the successors and assigns of each of the foregoing, in whom title to a Manor is vested, as shown by the official records of the office of the County Recorder of Orange County, California.
- T. Qualifying Resident – Person who resides in the Manor, is at least 55 years of age and has been approved by the Board of Directors for occupancy in accordance with the provisions of the CC&Rs.

- U. Resident – Person who has been approved by the Board of Directors for occupancy.
- V. Rush – Application submitted fewer than 10 business days before the lease effective start date.
- W. Village Management Services Inc. (VMS) – Managing agent for Third and GRF.

III. Fees

Following are the fees associated with this Lease Policy that may be required by Third (the following fees may be changed at any time by Third and such change(s) shall not constitute a rule change to this Lease Policy, which requires notice to the Third Members):

THIRD Fees	
Authorization Processing	\$170
Authorization Rush Fee	\$100
Authorization Renewal (see Section II, M)	\$110
Authorization Extension (see Section II. L)	\$70

GRF Fees	
* Additional Occupant Fee (for each person in excess of two [monthly]. Must be paid in advance for the term of the lease.)	\$100
Non-return of: <ul style="list-style-type: none"> ▪ ID Card(s) ▪ Decal(s) ▪ Pass(es) 	\$125 \$125 \$25

* General charge due from all residents, whether or not a lease is in place.

IV. Terms and Conditions

A. General Information

1. Authorization to Lease (Authorization) shall be effective only when approved in advance, in writing by Third and issued in writing by an authorized VMS staff member(s) of Third; the approval of any Lease shall be limited to the term specified herein. The term may not exceed 12 months subject to Article II Section M above. The copy of a pending and fully executed Lease must be provided to Third prior to the Lessee's move-in to the Member's Manor.
2. Renewal of the Authorization to Lease shall require the prior written approval of Third provided that Third shall not be obligated or have any duty to approve such extension or renewal regardless of a Member or Lessee's circumstances.
3. Third shall, to the extent required by law, provide notice of potential asbestos-containing materials used during construction (Exhibit A). Any changes in the notice in Exhibit A as may be required by law or otherwise shall not be deemed a change to this Lease Policy which requires notice to the Members of Third.
4. Laguna Woods Village is an independent-lifestyle and age-restricted senior citizen housing development (as defined by California Civil Code §51.3). No form of health care or assisted living is provided by Third. Each Resident is responsible for his/her own health, safety, care and welfare, subject to the conditions and restrictions regarding care providers from Third Governing Documents and Third's "Care Provider Policy."
5. Appearance of the Community is important, and Residents are required to keep their balconies, patios, walkways and carports free from clutter, trash and debris per the approved Community Rules and Regulations.
6. Third, GRF and VMS are not parties to the terms of a lease between the Member and Lessee, and will not be involved in resolving any disputes between the Member and Lessee; provided, however that if a Member is in violation of the Community Rules or this Lease Policy, or if a Lessee is violating the Community Rules or this Lease Policy, Third shall have all rights and remedies available to it under the Community Rules and this Lease Policy.
7. The Lease Authorization Office will notify the Member of the Approval/Denial status of the application within 10 business days of its written submittal. A rush fee of \$100 will be imposed by Third on any Member requests for expedited services prior to the routine 10 business days of processing. No representation or warranty is made that Third will be able to complete a Rush Authorization approval request in the Members' requested timeframe.

Agenda Item 8

Page 7 of 35

8. Third has adopted a Non-Smoking Policy and is authorized to take disciplinary action against a Member who is in violation of said Policy including but not limited to a Member's Lessee.
9. **The Member is at all times responsible for the acts or omissions of, without limitation, the Member's Lessee, guest, care provider, vendor, invitee or contractor as well as the guests, care providers, invitees or contractors of the Member's Lessee.**

B. Charges

1. Member and Lessee acknowledge that the Member is obligated to pay Charges and Assessments imposed by GRF and/or Third pursuant to this Lease Policy and the Governing Documents. See Section III of this Lease Policy.
2. The Member may incur additional Charges and fees in connection with facilities and services provided by GRF. Some examples are: golf course fee, room reservation fees and cable services upgrade charges. ALL CHARGES, FEES, FINES, AND ASSESSMENTS ARE SUBJECT TO CHANGE AND ANY SUCH CHANGES SHALL NOT BE DEEMED TO BE A CHANGE IN THIS LEASE POLICY WHICH REQUIRES NOTICE TO THE MEMBERS OF THIRD.
3. Payment for chargeable repair services is the responsibility of the Member who must indicate on the Authorization to Lease application whether Lessee may request such services. In any event, the Member shall be responsible for the chargeable repair services.
4. There is a fee collected by the Lease office to review and process any new/extension/renewal applications, which include, but are not limited to analysis of payment and disciplinary history.
5. An authorized and/or designated VMS staff member(s) for the Third Board of Directors assumes responsibility for obtaining approval and issuing Lessee ID Cards.

C. Assignment of Rents

1. If a Member is delinquent in his or her payment of any GRF and/or Third Charges and/or Assessments, as required under the Governing Documents, Member and Lessee each acknowledge and agree that the Member hereby assigns to and confers upon Third, the right to collect and retain the rent payable by the Lessee and to apply the same to any delinquent Charges and Assessments, as well as any late fees, attorneys' fees, or other costs and expenses permissible by law or the Governing Documents that may be incurred or assessed by Third in connection with the delinquent Assessment and/or GRF and/or Third Charges.
 2. Member and Lessee acknowledge and agree that, concurrent with notice in writing to the Member, Third shall be entitled to directly receive the rent by delivering to the Lessee at the Manor a Notice of Assignment of Rents (Exhibit B). Upon receipt of such Notice, the Lessee shall directly forward all payments of rent required under the Lease to Third at the address set forth in the Notice until the Lessee shall receive a second notice to the effect that the Lessee may again resume making rental payments directly to the Member. Any changes in the Notice of Assignment of Rents form in Exhibit B shall not be deemed a change to this Lease Policy which requires notice to the Members of Third.
 3. To the fullest extent permitted by law, such payments of rent paid directly to Third shall continue until the delinquent Assessments or Charges and any late fees, attorneys' fees, or other collection costs and expenses incurred by the Member are paid in full. In the event that the payment of rent received by Third is in excess of the amounts owed by the Member, then Third shall refund the difference, less any processing fee(s), to the Member within 30 business days of receipt of such rental payment.
 4. Member acknowledges and agrees that the Lessee shall not be in breach of the Lease solely as a result of making rental payments directly to Third, and further that the Member shall not take any other action or avail itself of any other remedies against the Lessee under the Lease or otherwise based on the Lessee's direct payment of rent to Third following receipt of a Notice of Assignment of Rents.
 5. Member and Lessee acknowledge and agree that Third shall not have any obligation either to the Member or the Lessee to fulfill the duties of the Member or the Lessee under their Lease, nor shall Third have any obligations to any other third party based on its direct receipt of the rent to cover delinquent Assessments or Charges and associated costs and expenses as set forth above. It is specifically agreed that Third is not and will not be assuming any of the responsibility of the Member or the Lessee to fulfill any of the terms, conditions and covenants between the Member and the Lessee
- Agenda Item 8

pursuant to the Lease between the Member and the Lessee, and shall not be deemed to be a landlord or party to a landlord-tenant relationship with Member or Lessee for any reason or at any time.

D. ID Cards and Privileges

1. Lessee ID Cards shall be issued for a period not longer than the duration of the Lease Authorization.
2. Lessee ID cards are not issued until all paperwork required pursuant to this Lease Policy is received and the Application has been approved in advance in writing by Third.
3. Lessee ID cards will be available no sooner than seven days prior to the lease start date unless Third approves a Lease under the Rush standards referenced herein under Article IV, Section A(7).
4. Member acknowledges and agrees that the privileges of membership in GRF are granted and assigned to Lessee for the duration of the Authorization to Lease and the Lease itself; and Member hereby surrenders all Resident ID Card(s) and Resident Decal(s) and the right to such privileges while the Authorization and/or Lease is in effect in accordance with the Governing Documents.
5. Lessee may use the facilities and receive the services made available by GRF to all Members. The facilities and services may be modified or discontinued by GRF at any time.
6. At the end of the Lease Authorization period, the Member is required to return all gate entry passes including ID cards, automobile decals, guest passes, business passes and care provider passes in order to avoid a GRF non-return fee. (See Section III, Fees).

E. Occupancy

1. It is highly recommended that Members obtain/perform both background and credit checks on new Lessees as well as check references provided by the Lessee to protect such Member's interests, given that the Member will be held responsible for the acts and/or omissions of their Lessees that violate Third's Governing Documents.
2. No person, including but not limited to a Lessee, may reside in a Manor without the prior written approval of the Third Board of Directors or VMS authorized staff member(s). Contact Resident Services Department at 949-597-4600 for any change in residency status.

3. An application to reside in a Manor shall be made on the form prescribed by the Third Board pursuant to Article II, Section 1 of the CC&Rs. The current form is attached hereto as Exhibit C. Any changes in such form shall not be deemed a change in this Lease Policy which requires notice to the Members of Third.
4. Manor leases must be for a period not less than 60 days.
5. Any leases longer than 12 months will require a Lease Authorization to be renewed annually and is subject to the terms and conditions set forth herein.
6. The Manor, together with the parking space assigned to such Manor, must be made available to the Lessee during the entire term of the Lease Authorization.
7. Relatives and other guests may stay overnight for a total of 60 days in any 12-month period. Relatives and guests may not stay in a Manor during the absence of the Qualifying Resident or Co-Occupant.
8. Unless otherwise required by law, the maximum number of persons allowed to occupy a Manor is equal to the number of original construction bedrooms plus one; no more than two persons in a one-bedroom Manor; no more than three persons in a two-bedroom Manor, no more than four persons in a three-bedroom Manor. There is an additional monthly GRF fee for each person in excess of two.
9. The Manor shall be used and occupied solely as a private residential dwelling and for no other purpose.
10. No person shall reside in a Manor, other than those listed on the approved Authorization to Lease.
11. No business or commercial venture may be conducted in the Manor.
12. The Member and/or Lessee shall not assign any interest therein and shall not sublet the Manor or any part thereof or any right or privilege appurtenant thereto, pursuant to a formal agreement or otherwise, or permit any other person to occupy or use the premises or any portion thereof. To assure compliance with these provisions and the other Third governing documents, leases shall not be amended to add additional lessees to an approved lease during the approved lease period.

13. No room rental arrangements or subleases shall be permitted and no Member or lessee may advertise for any room rental or rent-sharing agreement (for example only, listed on Craigslist, Next door or any similar website), nor shall any Member or Lessee be permitted to obtain a Lease Authorization Amendment to amend a lease for the purpose of adding a roommate and/or other Lessees during the term of an Authorization to Lease. Third will not approve any Lease Authorization Amendment submitted for the purpose of adding additional persons to a Lease during the term of a Lease Authorization.
14. No Manor or any portion thereof may be used for vacation rentals or advertised for such use (for example only, listed on Airbnb, VRBO or any similar website), nor may any Manor be leased to a corporate housing company, including any nonprofit housing organization.

F. Move In/Move Out and Bulky Items Delivery/Pickup

1. When moving into the Community, Lessee(s) must break down and stack moving boxes next to trash dumpsters or at curbside for routine pickup.
2. The use of an elevator, when moving into or out of a multi-story building, requires the placement of elevator protection pads, which can be requested by calling the Security Department 949-580-1400. Similarly, individuals are required to order elevator protection pads when arranging for delivery or removal of bulky items, such as furniture.
3. Each Member is responsible for any damage caused by his or her movers or deliveries to the elevator, lobby furniture, common area and/or other Third property.
4. No oversized furniture, appliances, non-broken down boxes or other similar items may be discarded outside of the Manor at any time, except to the extent permitted by the Community Rules.

G. Alteration, Repairs and Maintenance

1. Member(s) are required to obtain prior written approval in advance of construction from Third for any structural alterations to the building or landscape changes. Applications may be obtained from the Resident Services Department. Resident Services is located at the Community Center and may be reached at 949-597-4600.

The Member and Lessee(s) understand that the Manor shall not be altered, repaired or changed without prior written authorization of Member and Third. Unless otherwise provided by written agreement, all alterations, improvements and changes that may be required shall be performed either by or under the direction of Third; shall be the property of Member; and shall remain upon and be surrendered with the Manor.

2. Lessee shall authorize Third, Member and/or their respective authorized VMS staff member(s) to enter into and upon the Manor at all reasonable times for the purposes of (a) inspection, (b) responding to emergencies, (c) maintaining the building in which the Manor is situated and (d) making repairs, alterations or additions to any portion of the common areas or said building, including but not limited to the erection of scaffolding, props or other mechanical devices.

Lessee shall not be entitled to any abatement of rent payable by Lessee hereunder or to any rebate of rent to Lessee or damages for any loss of occupation or quiet enjoyment of the premises on account of any such entry by Third. No landlord-tenant relationship is created by way of Third's need to enter a Manor or perform work to any common areas accessible only through a Lessee's Manor.

H. Insurance

1. Lessee's personal property is not insured by Third.
2. Renters' insurance is strongly recommended. (See Section I, Rights and Remedies, Item 1, 2 and 3).

I. Rights and Remedies

1. As a material part of the consideration to be rendered to Member under an Authorization to Lease, Lessee hereby waives, to the maximum extent authorized by law, all claims against Member and Third for damages to personal property in, upon or about said Manor and for injuries to persons in, upon or about said premises from any cause arising at any time.
2. Lessee shall, to the fullest extent permissible by law, hold Member, Third, GRF and VMS harmless from any liability on account of any damage or injury to person or personal property arising from the use of the Manor by Lessee arising from the failure of Lessee to keep the Manor in good condition as provided herein or failure to perform or observe any of Lessee's obligations under this Authorization. Third, GRF and VMS shall not be liable to Lessee for any damage caused by any act or negligence of any other occupant of the same building or by any Member or occupant of adjoining or contiguous property. Without limiting the foregoing, the Member shall at all times be responsible for the acts or omissions of his or her Lessee and shall be liable for any damages or financial expenses incurred by Third as a result of the Lessee's use of the Manor or any other portions of the building in which the Manor is located and/or common areas.
3. The Member and Lessee shall be liable for all damages to the Manor, to the building in which the Manor is located and to the Common Areas of the Community, as well as all damage to other occupants thereof caused by the Member's and/or Lessee's misuse or neglect of the premises, equipment, apparatus or appurtenances. The Member and Lessee also shall be liable for all damage or injury done to the Manor, to the building in which the Manor is located or to the Common Areas by any person who may be in or upon the building, the Manor or the Common Areas with the authorization of the Member and/or Lessee. Without limiting the foregoing, the Member shall be primarily liable for all damages, as described in this paragraph, stemming from the acts or omissions of the Lessee.
4. In the event of any total or partial destruction of the Manor during the term of this Authorization from any cause, the Member is solely responsible, to the fullest extent permitted by law, for terminating this Authorization.
5. In the event that the real property upon which the Manor is located or any part thereof shall be acquired by any public body, agency or other entity having the power of eminent domain, whether by voluntary sale, threat of condemnation or by judgment of a court in condemnation proceedings, the Member is

solely responsible, to the extent permitted by law, for terminating this Authorization.

6. In the event of any breach of this Authorization by the Member and/or Lessee, Third shall have the same rights and remedies to enforce this Authorization as are available to Member hereunder, which may be exercised by Third without regard to any exercise thereof by Member. Additionally, Third shall have the same rights to dispossess the Lessee or otherwise act for the Member as may be necessary or appropriate in the event of any breach of the Authorization or the Lessee's failure to vacate following expiration of the Authorization term. Third shall also have the right to bring an unlawful detainer action against the Member and/or Lessee after proper notice has been given as provided in California Civil Code Section 1946 or any successor statute thereto. Nothing contained in this paragraph or otherwise in this Lease Policy shall be deemed to create a landlord-tenant relationship between Third and the Member or Lessee.
7. Any notice to Member, Lessee or Third shall be given by personal service, electronic document notice, or by registered or certified mail addressed to Member: at the address indicated on the Application; to Lessee: at the Manor; and to Third: P.O. Box 2220, Laguna Hills, CA 92654-2220. There is no mail delivery to the street address.
8. The terms and provisions contained herein shall apply to and bind the heirs, successors, personal representatives and assigns of all of the parties hereto.
9. If any legal action or proceeding is commenced by either party or Third to enforce any part of this policy, the prevailing party shall be entitled to recover, in addition to all other relief, reasonable attorney's fees and costs.

J. Enforcement

Third is authorized to take disciplinary action against a Member whose property may be found in violation of the Lease Policy or the Governing Documents. When a complaint is lodged regarding the occurrence of a violation, the Board of Directors has a fiduciary duty to investigate and impose, if appropriate, Member discipline as set forth in the Governing Documents. The Board has the authority to impose monetary fines, suspend Member privileges, and/or bring forth legal action. The Member and Lessee are entirely responsible for ensuring that the Community Rules and policies are complied with by anyone they allow into the Community. This includes, without limitation, any co-occupant, lessee, guest, care provider, vendor, invitee or contractor. Disciplinary action suspending or revoking a Member's privileges shall apply to the Member's Lessee, his or her Co-Occupants as applicable, and their guest and invitees.

1. The Member and Lessee must read and agree to comply with and be bound by all the Governing Documents and the Community Rules.
2. Nothing contained herein shall relieve Member of the performance of any obligation owed to Third and/or GRF under the Governing Documents.
3. The Member and/or Lessee is/are responsible for any visitor or guest who violates any Community Rules, and for any Charges or Assessments incurred.
4. Lessee shall be responsible to the Member to promptly pay when due, all charges and fees incurred by Lessee, guest or invitee for use of facilities or for services rendered by the Third and/or GRF. Notwithstanding the foregoing, whether or not Lessee complies with the foregoing, a Member shall be solely responsible to Third for any and all costs incurred by Third resulting from a Member's Lease including but not limited to costs incurred solely due to the acts or omissions of a Lessee, their Co-Occupants as applicable, their guests and invitees.



Exhibit A
Disclosure Notice

TO: Managing Agent Employees, Contractors Employed by the Laguna Woods Village Associations, Members and Prospective Purchasers of Dwelling Units at Laguna Woods Village, Laguna Woods

FROM: Village Management Services Inc.

SUBJECT: Disclosure Notice: Laguna Woods Village Buildings Constructed With Asbestos-Containing Construction Materials

Health & Safety Codes 25915.2 and 25915.5 require the Mutual to provide annual notice about the existence of asbestos-containing materials (“ACM”) in non-residential “public” buildings in the Mutual to all employees and contractors performing work within said buildings and to all Members of the Mutual.

In addition, the Mutual is required to disclose to new owners, within 15 days of acquiring title to a Manor, the existence of asbestos-containing material in non-residential “public” buildings within the Mutual.

The Managing Agent for the Associations, which own or manage the buildings at Laguna Woods Village, Laguna Woods for their Members, hereby notifies all its Employees, Contractors and all Mutual Members and Transferees, that some buildings within Laguna Woods Village have been surveyed and found to contain asbestos. The analytical method used to determine asbestos content was polarized light microscopy/dispersion staining. Since the community has an active Asbestos Operations and Maintenance program, testing is ongoing. Because of the high cost to conduct a complete asbestos survey and analysis of all buildings, surveys are conducted only upon repair, remodel, addition to or removal of a building or part of a building suspected to contain asbestos materials, as required by Labor Codes. The Certificates of Analysis for any testing received to date are available to Employees, Contractors, Owners and Tenants and Transferees for review and photocopying from the Laguna Woods Village Human Resources/Safety Office, 24351 El Toro Road, Laguna Woods, CA, between 9 a.m. and 5 p.m., Monday through Friday.

The following buildings in Laguna Woods Village, Laguna Woods were constructed prior to 1979 and thus may contain asbestos in one or more construction materials: All community facilities buildings (with the exception of Clubhouse 7, the Mini Gym at Clubhouse 1, the Broadband Services building, the Laguna Woods Community Center building, the Vehicle Maintenance building and a portion of the Warehouse, all constructed after 1979), including clubhouses and outbuildings, Library, Maintenance Warehouse building, Equestrian Center, gatehouses, Garden Center buildings, all detached laundry buildings and residential buildings Nos. 1 through 5543 inclusive.

Agenda Item 8

Page 17 of 35

At the time most of the buildings in Laguna Woods Village were constructed, asbestos-containing materials met local codes as well as state and federal regulations and were extensively used in *many* building products including but not limited to: ceiling tile, floor tile/linoleum and mastic, textured wall surfaces, sprayed acoustical ceilings, fire doors, structural fireproofing, pipe/boiler insulation, attic insulation, and heating duct material/insulation.

According to the National Cancer Institute and the Environmental Protection Agency, any asbestos in these materials does not present a threat to health so long as the asbestos is not disturbed and does not become airborne.

However, because breathing asbestos has been known in some instances to cause cancer and other forms of lung disease, sanding, scraping, drilling, sawing, crushing, tearing/breaking up, or otherwise disturbing asbestos-containing materials presents a potential health risk. Therefore, you are directed not to perform such tasks in areas with ACM present or suspected unless the area/materials have been tested and found not to contain asbestos or if specifically assigned or contracted to do such work and it is in accordance with all federal, state, and local laws as well as internal guidelines called for in the Asbestos Operations and Maintenance plan and other company safety and environmental policies and procedures.

Managing Agent employees whose work orders require them to construct, repair, maintain or otherwise disturb construction materials that may contain asbestos are hereby directed to follow the current regulations and policies noted above and to wear the required protective equipment, prior to performing such work. Questions concerning instructions and equipment should be directed to the HR/Safety Supervisor at 949-597-4321.

It is illegal to place asbestos materials or debris in Laguna Woods Village trash dumpsters. Such materials must be disposed of separately in accordance with State and County regulations to avoid fines. Contact the HR/Safety Supervisor at 949-597-4321 for details.

If you become aware of any asbestos-containing material becoming damaged or otherwise disturbed, please contact Laguna Woods Village Resident Services at 949-597-4600 or the HR/Safety Supervisor at 949-597-4321.

January 1, 2016

Village Management Services Inc.

Exhibit B
Notice of Assignment of Rents



RE: NOTICE TO LESSEE - ASSIGNMENT OF RENTS

Dear _____:

Pursuant to Section IV (c) of the Lease Policy which you executed on _____ as the Lessee(s), with _____ as the Lessor, for the premises located in Third Laguna Hills Mutual (TLHM), Dwelling Manor Number _____, you are hereby notified that your monthly rental payment should be made directly to Third Laguna Hills Mutual, a California nonprofit mutual benefit corporation, to cover the delinquent assessment payment which your Lessor owes to the Corporation.

PAYMENT TO TLHM DOES NOT CONSTITUTE A BREACH OF YOUR LEASE AGREEMENT. Failure to remit the rental fee directly to TLHM may result in TLHM's member disciplinary process and/or loss of privileges.

Until you are notified that you may resume making your monthly payments of rent to the Lessor, **you must make your monthly rent payments to TLHM, commencing with the payment due on _____ to the following address:**

Third Laguna Hills Mutual
Attn: Manor Payment Representative
PO Box 2220
Laguna Hills, CA 92654-2220

Please make your checks payable to Third Laguna Hills Mutual.

If you have any questions in connection with this Notice, or the method of making your monthly rental payments to the Corporation, please contact the Manor Payments Representative at (949) 597-4221. A pre-addressed envelope is enclosed for your convenience.

Sincerely,

Bryan English
Accounting Supervisor
Financial Services Division

cc: Lessor
Leasing Department

Agenda Item 8

Page 19 of 35



Exhibit C

Lease Authorization Procedure and Application

Members applying for approval to lease their unit and each of their prospective Lessees must fill out the application on the following pages in order to obtain the necessary approval from Third for such lease. The steps and required information/documentation that must be provided along with the application are described below.

A. The member must complete and submit the written Application for Authorization to the Leasing office for board review. The application is available for download at lagunawoodsvillage.com or upon request from the Leasing office.

B. The application and additional documentation must be submitted to the Leasing office for new leases, renewals and extensions.

Required documentation:

- ☐ 1. Lease Authorization Application
- ☐ 2. Check for processing fee made payable to GRF
- ☐ 3. Member's resident ID card (only for initial lease)
- ☐ 4. Copy of proof of age/identity (driver's license, birth certificate or passport) for each Lessee
- ☐ 5. Copy of the executed lease agreement between the Member and Lessee for the current year
- ☐ 6. Contact Information Form and Emergency Notification for each Lessee
- ☐ 7. Declaration Regarding Criminal Record for each Lessee
- ☐ 8. Declaration of Understanding signed by Member(s) and Lessee(s)

C. The Board or authorized VMS staff member(s) will review the Application for Lease Authorization and approve or deny the request in writing.

D. Upon receipt of an Application for Lease Authorization for a new, renewal or extension, the Leasing office will research and take into consideration whether the Member and/or Lessee has received notices of rule violations or any outstanding charges and assessments before approval of the application can occur. Extensive history of such events may result in application denial.

E. The Leasing office will notify the Member of the results within 10 business days subject to the terms and conditions that exist. Rush applications may be delayed if the Leasing office notifies the Member that it requires additional time to review and/or requests additional information from the Member while conducting its review.

F. The Lease office hours of operation are Monday through Friday, federal holidays excepted, 8 a.m. to 5 p.m., phone number 949-597-4323 and email leasing@vmsinc.org Mailing address is P.O. Box 2220, Laguna Hills, CA 92654-2220 / Physical address is 24351 El Toro Road, Laguna Woods, CA 92637.

Agenda Item 8

Exhibit C
Lease Authorization Application

Unit No: _____

Return completed application to the Leasing office located in Community Center at 24351 El Toro Road, Laguna Woods, CA 92637; phone 949-597-4600; email leasing@vmsinc.org

Manor Information	
Manor Address:	
Carport #:	Space #:
Lease Term Date From:	To:
Member #1 Information	
First Name:	Last Name:
Telephone:	Cell Phone:
Email:	
Mailing Address:	
Member #2 Information	
First Name:	Last Name:
Telephone:	Cell Phone:
Email:	
Mailing Address:	
Agent or Agency	
First Name:	Last Name:
Telephone:	Cell Phone:
Email:	
Mailing Address:	
Reason for Leasing	

This page is intentionally left blank

Information for Lessee #1		Lessee #1 ID No. _____
First Name:	Last Name:	
Telephone:	Cell Phone:	
Date of Birth:	SS#:	
Email:		
Occupation:		
Current Monthly Income:	Source of Income:	
Move-in Date:		
Prior Addresses (include information for the past five years/use additional paper if required)		
Present Home Address:		
Length of Time/From:	To:	
Reason for Leaving:		
Previous Home Address:		
Length of Time/From:	To:	
Reason for Leaving:		
Next Previous Home Address:		
Length of Time/From:	To:	
Reason for Leaving:		
Has proposed Lessee #1 been convicted of a felony in the last 20 years?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Has proposed Lessee #1 been convicted of a misdemeanor involving moral turpitude in the last five years?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Information for Lessee #2		Lessee #2 ID No. _____
First Name:	Last Name:	
Telephone:	Cell Phone:	
Date of Birth:	SS#:	
Email:		
Occupation:		
Current Monthly Income:	Source of Income:	
Move-in Date:		
Prior Addresses (Include information for the past 5 years/Use additional paper if required)		
Present Home Address:		
Length of Time/From:	To:	
Reason for Leaving:		
Previous Home Address:		
Length of Time/From:	To:	
Reason for Leaving:		
Next Previous Home Address:		
Length of Time/From:	To:	
Reason for Leaving:		
Has proposed Lessee #2 been convicted of a felony in the last 20 years?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Has proposed Lessee #1 been convicted of a misdemeanor involving moral turpitude in the last five years?		<input type="checkbox"/> Yes <input type="checkbox"/> No

This page is intentionally left blank

Lease Authorization Agreement

The undersigned acknowledges receipt of the Lease Policy and acknowledges that it does not represent any direct or indirect liability on behalf of Third Laguna Hills Mutual (Third), the Golden Rain Foundation of Laguna Woods (GRF) and Village Management Services Inc. (VMS), and each of their respective directors, officers, employees and agents.

Acknowledgment	Initial(s)			
	Member #1	Member #2	Lessee #1	Lessee #2
I have read and received a copy of the Lease Policy and agree to comply.				
I agree to comply with the rules established by this Community.				
Third, GRF and VMS are not parties to the terms of the lease between the Member and Lessee.				
I agree that Third has the right to collect and retain the rent payable and to apply it to any delinquent assessments and charges.				
I understand that falsification of any information related to this application renders this application null and void.				

Does Lessee(s) have authorization to request repairs on behalf of the Member or work for which there is a charge?

☐ Yes ☐ No

Member #1 Name (Print):	Member Signature:	Date:
Member #2 Name (Print):	Member Signature:	Date:
Lessee #1 Name (Print):	Lessee Signature:	Date:
Lessee #2 Name (Print):	Lessee Signature:	Date:

ACTION BY MUTUAL BOARD OF DIRECTORS

APPLICATION DENIED	APPLICATION APPROVED
The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is denied .	The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is approved .
SIGNATURE	SIGNATURE
SIGNATURE	SIGNATURE
SIGNATURE	SIGNATURE
DATE:	DATE:

Date _____

By _____
Authorized Agent

Agenda Item 8

Page 25 of 35

This page is intentionally left blank

CONTACT INFORMATION FORM AND **CODERED** EMERGENCY NOTIFICATION RECORD

Please return completed form to the Laguna Woods Community Center front desk, or by mail to Marketing and Communications, Village Management Services, Inc., 24351 El Toro Road, Laguna Woods, CA 92637.

ONE INDIVIDUAL PER FORM — PLEASE PRINT ALL INFORMATION

Manor is ... ☐ Leased ☐ Owner occupied ☐ Vacant Date _____

Your Information

Resident ID	Manor number	Name
Email	Home phone	Cell phone
Non-occupant owner address	City, state, zip	

Emergency Contact(s)

Name	Relationship	Home number
Email	Work number	Cell number
Address	City, state, zip	
Name	Relationship	Home number
Email	Work number	Cell number
Address	City, state, zip	

Other information

Attorney's name	Phone
Power of Attorney/Trustee's name	Phone
Pet care contact name	Phone
Doctor's name	Phone

Special Circumstances, please check the conditions that apply to you:

- ☐ Dementia ☐ Visually Impaired ☐ Hearing Impaired ☐ Non-Ambulatory
☐ Life-Support System (equipment that requires electricity) ☐ Do you have a caregiver?*

**Do you have an approved caregiver application on file? For assistance contact Resident Services at 949-597-4600.*

Note: California Civil Code Section 4041 requires owners to provide annual written notice to the association of the following. This includes contact information of the legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of an emergency or extended absence from the manor. Emergency contact information may be given to hospital personnel upon request.

This page is intentionally left blank

CONTACT INFORMATION FORM AND **CODERED** EMERGENCY NOTIFICATION RECORD

Please return completed form to the Laguna Woods Community Center front desk, or by mail to Marketing and Communications, Village Management Services, Inc., 24351 El Toro Road, Laguna Woods, CA 92637.

ONE INDIVIDUAL PER FORM — PLEASE PRINT ALL INFORMATION

Manor is ... ☐ Leased ☐ Owner occupied ☐ Vacant Date _____

Your Information

Resident ID	Manor number	Name	
Email		Home phone	Cell phone
Non-occupant owner address		City, state, zip	

Emergency Contact(s)

Name	Relationship	Home number
Email	Work number	Cell number
Address		City, state, zip
Name	Relationship	Home number
Email	Work number	Cell number
Address		City, state, zip

Other information

Attorney's name	Phone
Power of Attorney/Trustee's name	Phone
Pet care contact name	Phone
Doctor's name	Phone

Special Circumstances, please check the conditions that apply to you:

- ☐ Dementia ☐ Visually Impaired ☐ Hearing Impaired ☐ Non-Ambulatory
☐ Life-Support System (equipment that requires electricity) ☐ Do you have a caregiver?*

**Do you have an approved caregiver application on file? For assistance contact Resident Services at 949-597-4600.*

Note: California Civil Code Section 4041 requires owners to provide annual written notice to the association of the following. This includes contact information of the legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of an emergency or extended absence from the manor. Emergency contact information may be given to hospital personnel upon request.

This page is intentionally left blank



DECLARATION REGARDING CRIMINAL RECORD

Each non-member occupant is required to sign a separate “Declaration Regarding Criminal Record”.

The following representations are made pursuant to Article II, Section 2 (c) of the Covenants, Conditions and Restrictions (CC&Rs) of Third Laguna Hills Mutual.

TO: Third Laguna Hills Mutual

The undersigned hereby states:

- 1. I have not been convicted of a felony within the last twenty years, and/or**
- 2. I have not been convicted of a misdemeanor involving moral turpitude within the last five years.**

Executed on _____ at _____.
Date City/State

I understand that falsification or misrepresentation of any information contained herein shall automatically render the Lease Authorization Application null and void.

Lessee Signature

Lessee Name Printed

This page is intentionally left blank



DECLARATION REGARDING CRIMINAL RECORD

Each non-member occupant is required to sign a separate “Declaration Regarding Criminal Record”.

The following representations are made pursuant to Article II, Section 2 (c) of the Covenants, Conditions and Restrictions (CC&Rs) of Third Laguna Hills Mutual.

TO: Third Laguna Hills Mutual

The undersigned hereby states:

- 1. I have not been convicted of a felony within the last twenty years, and/or**
- 2. I have not been convicted of a misdemeanor involving moral turpitude within the last five years.**

Executed on _____ at _____.
Date City/State

I understand that falsification or misrepresentation of any information contained herein shall automatically render the Lease Authorization Application null and void.

Lessee Signature

Lessee Name Printed

This page is intentionally left blank

DECLARATION OF UNDERSTANDING

I have read and understand the Third Laguna Hills Mutual Lease Authorization Policy and agree to comply with its Terms and Conditions. The information provided on the Lease Authorization Application dated _____ is true and correct.

Member #1 Print Name

Date

Member #1 Signature

Member #2 Print Name

Date

Member #2 Signature

Lessee #1 Print Name

Date

Lessee #1 Signature

Lessee #2 Print Name

Date

Lessee #2 Signature

Resolution M3-91-38

WHEREAS, applicants for membership in Third Laguna Hills Mutual are required to present evidence of financial ability to ensure that they will be capable of fulfilling their financial obligations to the Mutual; and

WHEREAS, buyers who cannot satisfy the minimum financial requirements, may be able to nominate another financially responsible person to guarantee such obligation; and

WHEREAS, it is in the best interests of the Mutual to facilitate transfer and sale of memberships by increasing and broadening the availability of buyers;

NOW THEREFORE BE IT RESOLVED, that the Corporation may approve the application for membership if a financially responsible person who is other than the person seeking to purchase enters into a contract with the corporation, by executing an Unconditional Continuing Guaranty, by which such financially responsible person shall promise to pay any and all indebtedness, including monthly carrying charges, assessments levied in the name of the corporation, obligations and liabilities of the person seeking membership; and

RESOLVED FURTHER, that the Managing Agent shall inform those escrow and realty offices in the surrounding community of the acceptance of such guarantors.

Adopted: 07/16/1991

BBQ Regulations on Balconies, Decks and Patios

In order to ensure safety for all residents, please be aware of the Regulations below:

What is allowed in the Village?

- Electric Grills
- Propane grills with a container capacity no more than 2.5 pounds
- Grills that are stored in a safe manner and do not obstruct walkways

What is *not* allowed?

- Use of grills on balconies and decks
- Use of grills within 10 feet of buildings or combustible material
- Propane grills with a container larger than 2.5 pounds*
- Use of a grill that creates a nuisance (excessive smoke or odor) to neighboring units.

* an adapter can be purchased to convert to the smaller tank.

In addition to the above items, please follow the safety tips below when operating a BBQ grill:

- Follow the manufacturer instructions
- Fasten the propane tank securely to the grill
- Place your grill on a level surface so it will not topple over
- Light your grill with the top open
- Supervise the grill when in use and keep everyone away, including pets
- Use long-handled tools especially made for cooking on the grill
- Do not wear a loose apron or loose clothing while grilling, and always wear shoes
- Thoroughly clean grill after each use
- Keep a fire extinguisher nearby
- Always use or store cylinders outdoors in an upright (vertical) position