



## **OPEN SESSION**

### **REGULAR MEETING OF THE THIRD LAGUNA HILLS MUTUAL BOARD OF DIRECTORS A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

**Tuesday, December 15, 2020 - 9:30 a.m.  
Laguna Woods Village Virtual Meeting  
24351 El Toro Road  
Laguna Woods, California**

### **NOTICE OF MEETING AND AGENDA**

The purpose of this meeting is to conduct the regular Third Mutual Board Meeting in accordance with *Civil Code §4930* and was hereby noticed in accordance with *Civil Code §4920*

---

- 1. Call meeting to order / Establish Quorum – President Parsons**
- 2. Pledge of Allegiance – Director Bhada**
- 3. Acknowledge Media**
- 4. Approval of Agenda**
- 5. Approval of Minutes**
  - a. November 3, 2020 – Special Open Meeting (Election)
  - b. November 5, 2020 – Organizational Meeting (Board Officer Appointments)
  - c. November 17, 2020 – Regular Open Meeting
- 6. Report of the Chair**
- 7. Open Forum (Three Minutes per Speaker) - *At this time Members only may address the Board of Directors regarding items not on the agenda and within the jurisdiction of this Board of Directors. The Board reserves the right to limit the total amount of time allotted for the Open Forum. Member should call (949) 268-2020 or email [meeting@vmsinc.org](mailto:meeting@vmsinc.org) to request to speak***
- 8. Responses to Open Forum Speakers**
- 9. CEO/COO Report**

**10. Consent Calendar** - *All matters listed under the Consent Calendar are recommended for action by committees and will be enacted by the Board by one motion. In the event an item is removed from the Consent Calendar by members of the Board, such item(s) shall be the subject of further discussion and action by the Board.*

**a. Landscape Committee Recommendations:**

- (1) Recommendation to Approve: Removal of a Weeping Fig Tree at 5395-A Due to Streetlight Obstruction
- (2) Recommendation to Deny: Tree Removal Request: 5503-C Paseo Del Lago W. (Johnston) - One Indian Laurel Fig tree
- (3) Landscape Request: 5333-C Bahia Blanca (Zarrinkelk) Recommendation to Deny Request to place decomposed granite in front patio area; recommendation to approve request to retain fruit trees; recommendation to deny request to retain grape vine on trellis in front of unit

- b. Consistent with its statutory obligations the Board members individually reviewed Third Laguna Hills Mutual preliminary financials for the month of October 2020, and by this vote ratify that such review be confirmed in this month's Board Member Open Session Meeting minutes per Civil Code §5501.

**11. Unfinished Business**

- a. Entertain a Motion to Approve a Resolution for Revision to Standard 12 Exterior Wall Attachments (**NOVEMBER Initial Notification—28 day notification for Member review and comment to comply with Civil Code §4360 has been satisfied**)

**12. New Business**

- a. Entertain a Motion to Introduce a Resolution to Amend the Lease Authorization Policy (**DECEMBER Initial Notification—Must postpone 28-days for Member review and comment to comply with Civil Code §4360**)

**13. Committee Reports**

- a. Report of the Finance Committee / Financial Report – Director Mutchnick. The committee met on December 1, 2020; next meeting January 5, 2021, at 1:30 p.m. as a virtual meeting
- (1) Treasurer's Report
  - (2) Third Finance Committee Report
  - (3) Resales/Leasing Reports
- b. Report of the Architectural Controls and Standards Committee – Director Parsons. The committee met on September 28, 2020; next meeting December 28, 2020 at 9:30 a.m. as a virtual meeting.

- c. Report of the Communications Committee – Director McCary. The committee has not met this year; next meeting January 13, 2021 at 1:30 p.m. as a virtual meeting.
- d. Report of the Maintenance and Construction Committee – Director Mutchnick. The committee met on December 3, 2020; next meeting March 1, 2021 at 1:30 p.m. as a virtual meeting.
  - (1) Report of the Parking and Golf Cart Task Force – President Parsons. The next task force meeting January 20, 2021 at 2 p.m. as a virtual meeting.
  - (2) Garden Villa Rec. Room Sub-Committee – Director Jarrett. The committee met October 5, 2020; next meeting January 14, 2021 at 10 a.m. as a virtual meeting.
- e. Report of the Landscape Committee – Director Jarrett. The committee met on December 3, 2020; next meeting January 7, 2021 at 9:30 a.m. as a virtual meeting.
- f. Report of the Water Subcommittee – Director Karimi. The subcommittee met has not met this year; next meeting January 13, 2021 at 10 a.m. as a virtual meeting.
- g. Report of the Resident Policy and Compliance Committee – Director Jarrett. The task force met on December 2, 2020; next meeting TBA.

#### **14. GRF Committee Highlights**

- a. Community Activities Committee – Director Bhada. The committee met on December 10, 2020; next meeting January 14, 2021, at 1:30 p.m. as a virtual meeting.
  - (1) Equestrian Center Ad Hoc Committee – Director Bhada. The committee met on October 27, 2020; next meeting TBA.
- b. GRF Finance Committee – Director Mutchnick. The committee met on October 21, 2020; next meeting December 16, 2020, at 1:30 p.m. as a virtual meeting.
- c. GRF Landscape Committee – Director Jarrett. The committee met on November 30, 2020; next meeting February 10, 2021, at 1:30p.m. as a virtual meeting.
- d. GRF Maintenance & Construction Committee – Director Frankel – The committee met on December 9, 2020; next meeting February 10, 2021, at 9:00 a.m. as a virtual meeting.
  - (1) Clubhouse 1 Renovation Ad Hoc Committee – Director Engdahl. The committee met on September 2, 2020; next meeting TBA.

- e. Media and Communications Committee – Director McCary. The committee met on December 14, 2020; next meeting January 18, 2021, at 1:30 p.m. as a virtual meeting.
  - f. Mobility and Vehicles Committee – Director Karimi – The committee met on October 7, 2020; next meeting February 3, 2021, at 1:30 p.m. as a virtual meeting.
  - g. Security and Community Access Committee – Director Bhada. The committee met on August 24, 2020; next meeting December 28, 2020 at 1:30 p.m. as a virtual meeting.
    - (1) Disaster Preparedness Task Force – Director McCary. The task force met on November 24, 2020; next meeting January 26, 2021 at 9:30 a.m. as a virtual meeting
  - h. Report of the Laguna Woods Village Traffic Hearings – Director Frankel. The hearings were held on October 21, 2020; next meeting December 16, 2020 at 9:00 a.m. and 1:00 p.m. as a virtual meeting.
- 15. Future Agenda Items--** *All matters listed under Future Agenda Items are items for a future Board Meetings. No action will be taken by the Board on these agenda items at this meeting. The Board will take action on these items at a future Board Meeting.*
- a. Parking Report
  - b. Resident Suggestion Program
  - c. Alterations Review
  - d. Property and Casualty Insurance
  - e. Rules for Barbeques
  - f. Presentation from El Toro Water District
- 16. Director's Comments**
- 17. Recess -** *At this time the Meeting will recess for lunch and reconvene to Executive Session to discuss the following matters per California Civil Code §4935.*

**Closed Session Agenda**

*Approval of Agenda*

*Approval of the Minutes*

*(a) November 2, 2020 – Special Closed Meeting*

*(b) November 17, 2020—Regular Closed Session*

*Discuss and Consider Member Matters*

*Discuss Personnel Matters*

*Discuss and Consider Contractual Matters*  
*Discuss and Consider Litigation Matters*  
*Discuss COVID-19 Matters*

**18. Adjourn**

This page is intentionally left blank



**OPEN MEETING**

**MINUTES OF THE SPECIAL OPEN MEETING OF THE BOARD OF DIRECTORS  
OF THIRD LAGUNA HILL MUTUAL,  
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

**Tuesday, November 3, 2020, at 1:30 P.m.**  
24351 El Toro Road, Laguna Woods, California  
VIRTUAL MEETING

**The purpose of this meeting is tabulate the ballots for the United Annual Election to elect four board members term ending at the annual election in 2023 in accordance with Civil Code §5110**

Directors Present: Steve Parsons, Annie McCary, Cush Bhada, Lynn Jarrett, John Frankel, Craig Wayne, Ralph Engdahl, Robert Mutchnick, Doug Gibson

Directors Absent: Reza Karimi

Staff Present: Jeff Parker, Siobhan Foster, Eileen Paulin, Cheryl Silva, Grant Schultz

Others Present: Sandra Gottlieb, Esq.

**1. Call Meeting to Order / Establish Quorum – President Parsons**

President Parsons called the meeting to order at 1:30 p.m.

**2. State Purpose of Meeting – President Parsons**

President Parsons announced that the purpose of this meeting is to count the Third Mutual ballot for the Restatement of the Third Mutual Bylaws and CC&Rs.

Director Karimi made a motion to commence counting of the ballots. Director McCary seconded the motion and the motion passed without objection.

Third Board Special Meeting (Open)

November 3, 2020

Page 2 of 2

**3. Acknowledgement of Inspector of Election – Catherine Burkhart, UniLect Election Services**

President Parsons introduced Catherine Burkhart of UniLect Election Services.

**4. Counting of the 2020 Ballots for the Restatement of the Third Bylaws & CC&Rs (by mutual)**

Catherine Burkhart the Inspector of Elections announced 3,028 ballots returned, 537 ballots were dropped off at the Community Center, 2,491 ballots were mailed directly to the Inspector of Elections.

Steve Parsons made an announcement that several ballots were not received because of the US Postal Service delays and some residents complained they never received their ballots. To give everyone an opportunity to vote, it is recommended that the election results be delayed for 30 days to give everyone an opportunity to vote.

Director Mutchnick make a motion to extend the election to December 4, 2020 at 1:30 p.m. Director Jarrett seconded the motion.

Discussion ensued among the directors.

Director Karimi asked why the election needs to be delayed to December 4, 2020.

President Parsons called for the vote and the Motion passed by unanimous consent.

Sandra Gottlieb, Esq. asked the Inspector of Election to take possession of the ballots.

**5. Announcement of Ballot Results Extension – Catherine Burkhart, UniLect Election Service**

The Inspector of Elections commented she will take possession of all the ballots received and will be returning on November 12, 2020 to collect ballots and again on December 4, 2020 to tally the votes. The deadline to return ballots to the Inspector of Elections is December 3, 2020 at 11:00 a.m. by mail and 5:00 p.m. if dropped off to the ballot box in front of the Community Center.

**6. Adjournment**

There being no further business the meeting was adjourned at 1:37 p.m.

DocuSigned by:  
  
9F10D453898A437...  
Lynn Jarrett, Secretary of the Board  
Third Mutual Laguna Hills





## **OPEN SESSION**

### **MINUTES OF THE 50<sup>th</sup> ORGANIZATIONAL MEETING OF THE THIRD LAGUNA HILLS MUTUAL BOARD OF DIRECTORS A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

**Thursday, November 5, 2020  
Immediately Following the Annual Meeting  
Laguna Woods Village Virtual Meeting  
24351 El Toro Road  
Laguna Woods, California**

The purpose of this meeting to select board officers in accordance with the Third Bylaws Section 9.2

---

**Directors Present:** Steve Parsons, Annie McCary, Cush Bhada, Lynn Jarrett, John Frankel, Craig Wayne, Robert Mutchnick, Reza Karimi, Donna Rane-Szostak and Debbie Dotson

**Directors Absent:** Ralph Engdahl

**Staff Present:** Jeff Parker, Siobhan Foster, Cheryl Silva, Grant Schultz

#### **1. Call meeting to Order / Establish Quorum – President Parsons**

President Parsons called the meeting to order at 11:30 a.m. and established that a quorum was present.

#### **2. Approval of the Agenda**

Director Mutchnick made a motion to approve the agenda as presented. Director McCary seconded the motion and the motion was approved by unanimous consent.

#### **3. Approval of the Meeting Minutes**

##### **a. October 3, 2019, 49<sup>th</sup> Organizational Meeting of Members**

Director Jarrett made a motion to approve the minutes of October 2, 2019, 49<sup>th</sup> Organizational Meeting minutes. Director Bhada seconded the motion and the minutes were approved as presented and the motion passed by unanimous consent.

#### **4. Member Comments**

There were no member comments.

#### **5. Election of Officers – Entertain a Motion to Open Nominations, Close Nominations and Vote for President, First Vice President, Second Vice President, Treasurer and Secretary**

Director Mutchnick made a motion to open nominations for board officers. Director Wayne seconded the motion and the motion passed without objection.

##### **PRESIDENT**

Director Mutchnick made a motion to nominate Steve Parsons for the position of President. Director McCary seconded the nomination. Steve Parsons accepted the nomination.

Director Mutchnick made a motion to close nominations and Director McCary seconded the motion.

Hearing no other nominations, Director Parsons was elected President of the Board by acclamation.

##### **FIRST VICE PRESIDENT**

Directors Mutchnick nominated Annie McCary for the position of First Vice President and Director Bhada seconded the nomination. Director McCary accepted the nomination.

Hearing no other nominations, Director Parsons closed nominations and announced that Director McCary was elected First Vice President of the Board by acclamation.

##### **SECOND VICE PRESIDENT**

Director Jarrett nominated Ralph Engdahl for the position of Second Vice President. Director Karimi seconded the nomination. Director Jarrett indicated that Ralph Engdahl indicated he would accept the nomination.

Director Wayne nominated Cush Bhada for the position of Second Vice President. Director Karimi seconded the nomination. Director Bhada declined the nomination.

Hearing no other nominations, Director Parsons closed nominations and announced that Director Engdahl was elected Second Vice President of the Board by acclamation.

##### **TREASURER**

Director Karimi nominated Robert Mutchnick for the position of Treasurer. Director Bhada seconded the nomination. Director Mutchnick accepted the nomination.

Hearing no other nominations, Director Parsons closed nominations and announced that Director Mutchnick was elected Treasurer of the Board by acclamation.

#### **SECRETARY OF THE BOARD**

Director Frankel nominated Lynn Jarrett for the position of Secretary. Director Mutchnick seconded the nomination. Director Jarrett accepted the nomination.

Hearing no other nominations, Director Parsons closed nominations and announced that Director Jarrett was elected Secretary of the Board by acclamation.

#### **6. Counting of the Ballots**

The votes were tallied and verified by the Corporate Secretary.

#### **7. Entertain a Motion to Approve Resolution – Election of Board Officers**

##### **RESOLUTION 03-20-77** **APPOINTMENT OF OFFICERS**

**RESOLVED**, on November 5, 2020, pursuant to Third Laguna Hills Mutual Bylaws Article 9 which sets guidelines, terms and responsibilities for the election of Officers to this Corporation the following persons are hereby elected to the office indicated next to their names to serve:

Steve Parsons	President
Annie McCary	1 <sup>st</sup> Vice President
Ralph Engdahl	2 <sup>nd</sup> Vice President
Robert Mutchnick	Treasurer
Lynn Jarrett	Secretary

**RESOLVED FURTHER**, that the following Staff person is hereby appointed as ex Officio officer of this Corporation:

Jeff Parker	Vice President ex Officio
Siobhan Foster	Assistant Secretary ex Officio
Betty Parker	Assistant Treasurer ex Officio

**RESOLVED FURTHER**, that Resolution 03-19-108, adopted October 15, 2019, is hereby superseded and cancelled; and

**RESOLVED FURTHER**; that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.

Director Dotson made a motion to approve the resolution for appointment of officers. Director Wayne seconded the motion and the motion passed without objection

**8. Adjournment**

There being no further business, the meeting was adjourned at 11:35 a.m.

  
\_\_\_\_\_  
Lynn Jarrett, Secretary of the Board  
Third Mutual Laguna Hills



## **OPEN SESSION**

### **MINUTES OF THE REGULAR OPEN MEETING OF THE THIRD LAGUNA HILLS MUTUAL BOARD OF DIRECTORS A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

**Tuesday, November 17, 2020 - 9:30 a.m.  
Laguna Woods Village Virtual Meeting  
24351 El Toro Road  
Laguna Woods, California**

**Directors Present:** Steve Parsons, Annie McCary, Cush Bhada, Lynn Jarrett, John Frankel, Ralph Engdahl, Robert Mutchnick, Craig Wayne, Reza Karimi, Debbie Dotson, Donna Rane-Szostak

**Directors Absent:** None

**Staff Present:** Jeff Parker, Siobhan Foster, Brian Gruner, Becky Jackson, Cheryl Silva and Grant Schultz

**Others Present:** Wei-Ming Tao, Rosemarie DiLorenzo, Raquel Unger (VMS)

#### **1. Call meeting to order / Establish Quorum – President Parsons**

President Parsons called the meeting to order at 9:30 a.m.

#### **2. Pledge of Allegiance – Director Dotson**

Director Dotson led the pledge of allegiance

#### **3. Acknowledge Media**

The media was acknowledged online and through Village Television.

#### **4. Approval of Agenda**

Director Mutchnick made a motion to approve the agenda. Director Dotson seconded the motion and the motion passed without objection.

#### **5. Approval of Minutes**

5a. October 20, 2020 – Regular Open Meeting

Director McCary made a motion to approve the minutes. Director Mutchnick seconded the motion and the motion passed by unanimous consent.

## **6. Report of the Chair**

President Parsons welcomed the two new board members Donna Rane-Szostak and Debbie Dotson who were elected by acclamation and were seated at the Third Board Annual Meeting on November 5, 2020.

**7. Open Forum (Three Minutes per Speaker)** - *At this time Members only may address the Board of Directors regarding items not on the agenda and within the jurisdiction of this Board of Directors. The Board reserves the right to limit the total amount of time allotted for the Open Forum. Members can request to speak via email to [meeting@vmsinc.org](mailto:meeting@vmsinc.org) any time before the meeting is scheduled to begin or during the meeting. Please use the name of the board meeting in the subject line of the email or call 949-268-2020 beginning one half hour before the meeting begins and throughout the remainder of the meeting. You must provide your name and unit number.*

Becky Jackson read the member comments:

- A member asked about fumigation of his building.
- A member commented about sub-mutual member votes on common area matters. Asked about changes to the CC&Rs.
- A member commented about installation of a concrete pad underneath the electrical panels for safety reasons at her unit.

## **8. Responses to Open Forum Speakers**

- Jeff Parker-CEO responded about the fumigation schedule and would check into the request.
- President Parsons responded about the new rules for common area; he will check with legal counsel.
- President Parsons responded about concrete pads under the electrical panels; we are currently looking into this matter.

## **9. CEO/COO Report**

### **Jeff Parker-CEO and Siobhan Foster-COO**

- Network outage update.
  - The network outage caused a 5-6-week delay in manor alteration operations.
- Bulky item pick-up occurs on the third Saturday of each month.
- Thanksgiving holiday hours: offices closed November 25 & 26. Operation closures can be viewed on the website.
- Holiday golf cart parade Saturday, December 5, 2020 starting at 2 p.m.
- Restaurant 19 offers Thanksgiving feasts.



- Drive-in events: The Flukes play November 15<sup>th</sup>; the Theatre Guild performs November 21<sup>st</sup>

Jeff Parker and Siobhan Foster answered questions from the board.

The board discussed the real estate and contractors meeting.

**10. Consent Calendar** - *All matters listed under the Consent Calendar are recommended for action by committees and will be enacted by the Board by one motion. In the event that an item is removed from the Consent Calendar by members of the Board, such item(s) shall be the subject of further discussion and action by the Board.*

**10a. Architectural Control and Standards Committee Recommendations:**

(1) Recommendation to Approve Variance Request—Mr. Nathaniel Lewis of 3449-A (Navarro, P46B) -- Patio Door/Window Modification and Kitchen Window Enlargement

**Resolution 03-20-81**  
**3449-A Variance Request**

**WHEREAS**, Mr. Nathaniel Lewis of 3449-A Bahia Blanca West, a Navarro style unit, requests Board approval of a variance to remove the existing original sliding glass door and window located in the living room and replace them with a larger non-standard four panel sliding glass door as well as enlarge the kitchen window; and

**WHEREAS**, the location of the unit and the consistency of materials required by Mutual Standards will ensure that the alteration will not have a negative aesthetic effect on this elevation and surrounding area; and

**WHEREAS**, similar variance requests have been approved for both the sliding glass door replacement and window enlargement;

**WHEREAS**, on September 28, 2020 the Architectural Controls and Standards Committee voted to recommend that the Board approve this request, with the conditions as stated in Appendix A of the staff report.

**NOW THEREFORE BE IT RESOLVED**, on November 17, 2020, the Board of Directors hereby acknowledges and adopts this resolution for the approval of the non-standard sliding glass door replacement and the enlargement of the kitchen window at 3449-A Bahia Blanca West;

**RESOLVED FURTHER**, all costs for maintenance, repair, renovation, replacement or removal of the improvements, present and future, are the responsibility of the property's Member Owner at 3449-A and all future Mutual members at 3449-A;

**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.

**10b. Finance Committee Recommendations:**

Consistent with its statutory obligations the Board members individually reviewed Third Laguna Hills Mutual **preliminary** financials for the month of September, 2020 and by this vote ratify that such review by confirmed in this month's Board Member Open Session Meeting minutes per Civil Code 5501.

**10c. Approve Resolution to Update Third Committee and GRF Committee Appointments**

**RESOLUTION 03-20-78**  
**THIRD MUTUAL COMMITTEE APPOINTMENTS**

**RESOLVED**, November 17, 2020, that the following persons are hereby appointed to serve on the committees and services of this Corporation.

**RESOLVED FURTHER**, that each committee chair in consultation with the vice chair may appoint additional members and advisors with interim approval by the President subject to the approval of the Board of Directors:

**Architectural Standards and Control Committee**

Steve Parsons, Chair  
John Frankel  
Reza Karimi  
Ralph Engdahl  
Robert Mutchnick  
Craig Wayne, Alternate  
Voting Advisors: Mike Butler and Mike Plean

**Communications Committee**

Annie McCary, Chair  
Lynn Jarrett  
Reza Karimi  
Deborah Dotson  
Donna Rane-Szostak  
Cush Bhada, Alternate

**Executive Hearing Committee**

Annie McCary, Chair  
Ralph Engdahl, Co-Chair  
Robert Mutchnick  
Deborah Dotson  
Donna Rane-Szostak  
John Frankel, Alternate

**Finance (Committee of the Whole)**



Robert Mutchnick, Chair  
Steve Parsons, Co-Chair  
Non-Voting Advisors: John Hess, Wei-Ming Tao

**Investment Task Force**

Robert Mutchnick  
Craig Wayne  
Donna Rane-Szostak, Alternate

**Garden Villa Recreation Room Subcommittee (Quarterly)**

Lynn Jarrett, Chair  
Deborah Dotson  
Donna Rane-Szostak  
Robert Mutchnick, Alternate  
Craig Wayne, Alternate  
Voting Advisors: Sharon Molineri, Stuart Hack

**Landscape Committee**

Lynn Jarrett, Chair  
Annie McCary  
Ralph Engdahl  
Reza Karimi  
Donna Rane-Szostak  
Cush Bhada, Alternate

**Maintenance and Construction Committee**

Robert Mutchnick, Chair  
Ralph Engdahl, Co-Chair  
Deborah Dotson  
John Frankel  
Craig Wayne  
Reza Karimi, Alternate

**New Resident Orientation**

Per Rotation List

**Water Conservation Committee (Quarterly)**

Reza Karimi, Chair  
Lynn Jarrett  
John Frankel  
Donna Rane-Szostak  
Advisor: Kathryn Freshley, Kay Havens

**Parking & Golf Cart Task Force**

Steve Parsons, Chair

Lynn Jarrett  
John Frankel  
Deborah Dotson  
Advisors: Hal Horne

**Resident Policy and Compliance Task Force**

Lynn Jarrett, Chair  
Steve Parsons  
Robert Mutchnick  
Cush Bhada  
Reza Karimi  
Annie McCary, Alternate  
Voting Advisors: Stuart Hack

**Energy Research Group**

Ralph Engdahl  
Deborah Dotson  
John Frankel  
Advisors: Sue Stephens, Bill Walsh

**RESOLVED FURTHER**, that Resolution 03-20-63, adopted August 18, 2020, is hereby superseded and canceled; and,

**RESOLVED FURTHER**; that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out this resolution.

**RESOLUTION 03-20-79**  
**GRF COMMITTEE APPOINTMENTS**

**RESOLVED**, November 17, 2020, that in compliance with Article 7, Section 7.3 of the Golden Rain Foundation Bylaws, the following persons are hereby appointed to serve on the committees of the Golden Rain Foundation:

**Business Planning Committee**

Steve Parsons  
Deborah Dotson  
Donna Rane-Szostak, Alternate

**Community Activities Committee**

Deborah Dotson  
Reza Karimi  
Annie McCary, Alternate

**Equestrian Center Ad Hoc Committee**

Cush Bhada  
Annie McCary

**GRF Finance Committee**

Steve Parsons  
Robert Mutchnick  
Deborah Dotson, Alternate

**Purchasing Ad Hoc Committee (new)**

Steve Parsons  
Donna Rane-Szostak  
Ralph Engdahl, Alternate

**GRF Landscape Committee**

Lynn Jarrett  
Reza Karimi  
Donna Rane-Szostak, Alternate

**GRF Maintenance and Construction Committee**

John Frankel  
Ralph Engdahl  
Deborah Dotson, Alternate

**Clubhouse 1 Renovation Ad Hoc Committee**

John Frankel  
Cush Bhada  
Ralph Engdahl, Alternate

**Media and Communication Committee**

Annie McCary  
Lynn Jarrett  
Deborah Dotson, Alternate

**Mobility and Vehicles Committee**

Craig Wayne  
Reza Karimi  
Cush Bhada, Alternate

**Security and Community Access Committee**

Cush Bhada  
Craig Wayne  
Donna Rane-Szostak, Alternate

**Disaster Preparedness**

Annie McCary

John Frankel  
Donna Rane-Szostak

**Laguna Woods Village Traffic Hearings**

John Frankel  
Deborah Dotson  
Cush Bhada, Alternate

**Strategic Planning Committee**

Robert Mutchnick  
Cush Bhada  
Steve Parsons, Alternate

**RESOLVED FURTHER**, that Resolution 03-20-64, adopted August 18, 2020, is hereby superseded and canceled; and

**RESOLVED FURTHER**; that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out this resolution

**10d. Ratify Decision to Increase Landscaping Division Service Levels**

President Parsons commented about the new Insurance Committee Ad Hoc Committee.

Director McCary made a motion, seconded by Director Rane-Szostak to approve the consent calendar as presented. The motion was approved by unanimous consent.

**11. Unfinished Business**

11a. Entertain a Motion to Approve Third Mutual Rules for Board Meetings

Director Jarrett gave a summary of the resolution:

**RESOLUTION 03-20-80**  
**THIRD MUTUAL RULES FOR BOARD MEMBERS**

**WHEREAS**, each Owner Member of Laguna Woods Village has an ongoing interest and right under California law to participate in the governance of their community; and

**WHEREAS** the Board of Directors of the Third Laguna Hills Mutual has an equal interest and duty under law to ensure that the management of the community's affairs is carried out professionally and in adherence with the provisions of the Davis-Stirling Act; and

**WHEREAS** the Board of Directors wishes to promote order and regulate meeting time in an even and consistent fashion.



**NOW THEREFORE BE IT RESOLVED**, November 17, 2020, that the Board of Directors of this Corporation hereby approves the attached revised Rules for Board Meetings; and

**RESOLVED FURTHER**, that Resolution 03-14-04 adopted January 21, 2014 is hereby superseded and cancelled; 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.

OCTOBER Initial Notification  
28-day notification for member review and comment to comply with Civil Code §4360 has been satisfied.

Director Mutchnick made a motion, seconded by Director Dotson to approve Third Mutual Rules for Board Meetings.

President Parsons called for the vote and the motion passed by unanimous consent.

## **12. New Business**

12a. Entertain a Motion to Introduce a Resolution for Revision to Standard 12: Exterior Wall Attachments

Director Jarrett gave a summary of the resolution:

**STANDARD 12: EXTERIOR WALL ATTACHMENTS**  
**MARCH 1983**  
**REVISED APRIL 1996, RESOLUTION M3-96-28**  
**GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49**  
**GENERAL REQUIREMENTS REVISED JANUARY 2018, RESOLUTION 03-18-12**  
**REVISED JUNE 2018, RESOLUTION 03-18-88 REVISED**  
**DECEMBER 15, 2020, RESOLUTION 03-20-XX**

### **1.0 GENERAL REQUIREMENTS**

SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

### **2.0 APPLICATIONS**

- 2.1 No attachments may cover any common area mechanical system including, but not be limited to, electrical outlets, junction boxes, plumbing access, cleanouts, utility shut-off/disconnects, vents or existing openings.

- 2.2 No attachments may cover any pedestrian access or opening that will violate building code or hinder access, inclusive of restricting ingress or egress requirements, in any way.
- 2.3 All attachments must be permanent in nature and not subject to deterioration due to weathering.
- 2.4 Any exterior wall attachment will be limited to only those walls which face Exclusive Use Common Areas, such as patios or atriums with the exception of American Flags.
- 2.5 No attachment of an object weighing more than 25 pounds shall be allowed on the wall at a single wood framed stud. The attachment is to be made into the wood framing studs for support.
- 2.6 Provide silicone sealer in all holes in the wall. All lag bolts and screws into walls must be sealed, with full depth silicone caulking, prior to installation to prevent water penetration and dry rot of wall components.
- 2.7 Any attachment to the wall may require removal by the member for Mutual wall maintenance with a 72-hour written notice. Resident shall be responsible for all costs associated with the removal and re-installation of any Alterations on the wall(s).
- 2.8 All approvals of the addition of an element to the wall will be considered an Alteration and become the responsibility of the manor owner.
- 2.9 No wood may be used in conjunction with Third Mutual Alternative Construction Materials Policy 03-17-38.

### **3.0 TILE AND VENEER**

- 3.1 Tile and veneer used on a vertical surface exterior wall, without disturbance of the stucco veneer, must be attached with thin set/epoxy mortar mixes.
- 3.2 Tile and veneer will be limited to use on stucco covered exterior chimneys and entryway columns.
- 3.3 Tile must match in color, design, and size as close as possible any existing brickwork on building.

### **4.0 TRELLIS AND WROUGHT IRON DESIGNS**

- 4.1 Any trellis (which must be void of vegetation), or wrought iron component, attached to a wall must be painted the same color as the wall. The wrought iron may be black in color if readily removable by the resident at the request of the Mutual or its agent.
- 4.2 Trellis and wrought iron shall be within 12" of walls and not used as screens, shades, or shields, cannot be higher than wall to which it is attached.
- 4.3 Wrought iron shall be easily removable for access to the wall for maintenance purposes.
- 4.4 All trellis and wrought iron shall be mounted vertically on the wall.

#### **5.0 MURALS AND WALL HANGINGS**

- 5.1 Any installation of murals or wall hangings shall be limited to patio and atrium locations. No installation will protrude above the height of a patio wall.
- 5.2 Visibility of mural and wall hangings through wrought iron gates is acceptable.

#### **6.0 ASBESTOS TESTING AND MONITORING**

- 6.1 The Mutual is required to ensure that all installation and demolition work related to exterior surfaces with presumed asbestos containing materials properly follow the current governing authorities' rules and regulations, as they pertain to Condominiums. This may include the use of a certified asbestos abatement contractor and an Industrial Hygienist for asbestos testing and/or clearance reports.
- 6.2 Reports of asbestos findings and final clearance reports shall be provided at Member expense to Manor Alterations.

OCTOBER Initial Notification

Must postpone 28-days for member review and comment to comply with Civil Code §4360.

Director Jarrett made a motion, seconded by Director McCary, to introduce the resolution for revision to standard 12 exterior wall attachments for 28-day review. The motion was approved by unanimous consent.

#### **12b. Review of State, County and other Applicable COVID-19 Requirements**

Jeff Parker CEO showed a presentation on the state, county and other applicable COVID-19 requirements.



- Current Orange County Health Agency numbers regarding COVID-19
- Orange County COVID-19 dashboard numbers and tier levels
- Background – Temporary and Modified COVID-19 resolution and expiration date
- Current Status and Guidelines
- Face Covering Requirements
- Outdoor Gatherings and Activities

Jeff Parker-CEO answered questions from the board.

Becky Jackson read members comments on this item.

### **13. Committee Reports**

13a. Report of the Finance Committee / Financial Report – Director Mutchnick. The Committee met on October 6, 2020; next meeting December 1, 2020, at 1:30 p.m. as a virtual meeting.

- (1) Treasurer's Report
- (2) Third Finance Committee Report
- (3) Resale/Leasing Reports

13b. Report of the Architectural Controls and Standards Committee – President Parsons. The committee met on September 28, 2020; next meeting December 28, 2020 at 9:30 a.m. as a virtual meeting

13c. Report of the Communications Committee – Director McCary. The committee has not met this year; next meeting TBA in the first quarter of 2021.

13d. Report of the Maintenance and Construction Committee – Director Mutchnick. The committee met on September 9, 2020; next meeting January 4, 2021, at 1:30 p.m. as a virtual meeting

- (1) Report of the Parking and Golf Cart Task Force – President Parsons. The task force will meet in January 2021; date and time TBA

- (2) Garden Villa Rec. Room Sub-Committee – Director Jarrett. The committee met on October 5, 2020; next meeting will be in February 2021, date and time TBA

13e. Report of the Landscape Committee – Director Jarrett. The Committee met on October 1, 2020; next meeting December 3, 2020, at 9:30 a.m. as a virtual meeting

13f. Report of the Water Subcommittee – Director Karimi. The committee has not met this year; next meeting will be in January 2021; date and time TBA



13g. Report of the Resident Policy and Compliance Committee – Director Jarrett. The Committee met on September 22, 2020; next meeting will be in December 2, 2020 at 9:30 a.m. as a virtual meeting.

#### **14. GRF Committee Highlights**

14a. Community Activities Committee – Director Bhada. The committee met on October 8, 2020; next meeting December 10, 2020, at 1:30 p.m. as a virtual meeting

(1) Equestrian Center Ad Hoc Committee – Director Bhada. The committee met on October 27, 2020; next meeting TBA.

14b. GRF Finance Committee – Director Mutchnick. The committee met on October 21, 2020; next meeting December 16, 2020, at 1:30 p.m. as a virtual meeting

14c. GRF Landscape Committee – Director Jarrett. The committee met on August 12, 2020; next meeting November 30, 2020 at 1:30 p.m. as a virtual meeting.

14d. GRF Maintenance & Construction Committee – Director Bhada – The committee met October 14, 2020; next meeting December 9, 2020, at 9:30 a.m. as a virtual meeting

(1) Clubhouse 1 Renovation Ad Hoc Committee – Director Frankel. The committee met on September 2, 2020; next meeting TBA.

14e. Media and Communications Committee – Director McCary. The committee met on October 19, 2020 as a virtual meeting; next meeting December 14, 2020, at 1:30 p.m. as a virtual meeting

14f. Mobility and Vehicles Committee – Director Frankel – The committee met on October 7, 2020; next meeting December 2, 2020, at 1:30 p.m. as a virtual meeting

14g. Security and Community Access Committee – Director Bhada. The committee met on August 24, 2020; next meeting December 28, 2020 at 1:30 p.m. as a virtual meeting

(1) Disaster Preparedness Task Force – Director McCary. The task force met on September 29, 2020; next meeting November 24, 2020, 9:30 a.m. as a virtual meeting

14h. Report of the Laguna Woods Village Traffic Hearings – Director Frankel. The traffic hearings were on September 16, 2020; next meeting is December 16, 2020 at 9 a.m. and 1 p.m. as a virtual meeting.

**15. Future Agenda Items**-- *All matters listed under Future Agenda Items are items for a future Board Meetings. No action will be taken by the Board on these agenda items at this meeting. The Board will take action on these items at a future Board*

*Meeting.*

- a. Parking Report
- b. Resident Suggestion Program
- c. Alterations Review
- d. Property and Casualty Insurance

**16. Director's Comment**

- Director Frankel asked when Traffic Hearings will be rescheduled
- Director Dotson asked about cable television and internet outages.
- Several Directors wished everyone a safe and happy Thanksgiving.

**17. Recess** - *At this time, the Meeting will recess for lunch and reconvene to Executive Session to discuss the following matters per California Civil Code §4935.*

The meeting was recessed at 11:15 a.m.

**Summary of Previous Closed Session Minutes per Civil Code §4935.**

*During the October 14, 2020 Emergency Closed Meeting the Board:  
Discussed Legal Matters*

*During the October 20, 2020, Regular Closed Session, the Board:*

*Approval of Agenda*

*Approval of the Following Meeting Minutes.*

- (a) September 4, 2020—Special Closed Meeting*
- (b) September 11, 2020 – Special Closed Meeting*
- (c) September 16, 2020 – Emergency Closed Meeting*
- (d) September 15, 2020—Regular Closed Session*
- (e) September 18, 2020—Special Closed Meeting*
- (f) September 25, 2020 – Special Closed Meeting*

*Discussed Member Disciplinary Matters*

*Discussed Personnel Matters*

*Discussed Contractual Matters*

*Discussed and Considered Legal/Litigation Matters*

*During the October 28, 2020, Emergency Closed Session, the Board:*

*Approval of the Agenda*

*Discussed the Legal and Contractual Matters*

**18. Adjournment**

The meeting was adjourned at 1:45 p.m.

  
\_\_\_\_\_  
Lynn Jarrett, Secretary of the Board  
Third Mutual Laguna Hills

This Page Intentially Left Blank

## **RESOLUTION 03-20-XX**

### **Approve the Request for Removal of One Weeping Fig Tree 5395-A Paseo Del Lago W.**

**WHEREAS**, September 20, 2011, that the Board of Directors adopted Resolution 03-11-149 tree removal guidelines:

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction if the obstruction is at a considerable distance from the complaining manor and therefore causes only a partial obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on December 3, 2020, the Landscape Committee reviewed the request for the removal of one Weeping Fig tree. The request was made by staff since the tree is obstructing a street light; and

**WHEREAS**, the Committee determined that this tree does meet the guidelines set forth in Resolution 03-11-149 and recommends approving the request by staff for the removal of one Weeping Fig tree located at 5395-A Paseo Del Lago W.

**NOW THEREFORE BE IT RESOLVED**, December 15, 2020, the Board of Directors approves the request for the removal of one Weeping Fig tree located at 5395-A;

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

This Page Intentially Left Blank

## **RESOLUTION 03-20-XX**

### **Deny the Request for Removal of One Indian Laurel Fig Tree 5503-C Paseo Del Lago W.**

**WHEREAS**, September 20, 2011, that the Board of Directors adopted Resolution 03-11-149 tree removal guidelines:

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction if the obstruction is at a considerable distance from the complaining manor and therefore causes only a partial obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on December 3, 2020, the Landscape Committee reviewed the request for the removal of one Indian Laurel Fig tree. The request was received from the Member at 5503-C who cited the reasons as litter/debris, overgrown, poor condition, and personal preference; and

**WHEREAS**, the Committee determined that this tree does not meet the guidelines set forth in Resolution 03-11-149 and recommends denying the request for the removal of one Weeping Fig tree located at 5395-A Paseo Del Lago W.

**NOW THEREFORE BE IT RESOLVED**, December 15, 2020, the Board of Directors denies the request for the removal of one Indian Laurel Fig tree located at 5503-C;

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

This Page Intentially Left Blank



**RESOLUTION 03-20-XX**

**Deny the Request to Place Decomposed Granite  
in Front Landscape Common Area  
Approve Request to Retain Fruit Trees  
Deny Request to Retain the Grape Vines on Trellis in Front of Unit  
5333-C Bahia Blanca**

**WHEREAS**, on December 3, 2020, the Landscape Committee reviewed three requests from the resident; to place decomposed granite in the front landscape common area, to retain fruit trees, and to retain the grape vines on the trellis in front of the unit. The requests were received from the Member at 5333-C; and

**WHEREAS**, the Committee recommends denying the request to place decomposed granite in the front landscape common area, recommends approval to retain the fruit trees, and recommends denial to retain the grape vines on the trellis in the front of the unit located at 5333-C Bahia Blanca.

**NOW THEREFORE BE IT RESOLVED**, December 15, 2020, the Board of Directors denies the request to place decomposed granite in the front landscape common area, approves the request to retain the fruit trees, and denies the request to retain the grape vines on the trellis in the front of the unit located at 5333-C.

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

This Page Intentially Left Blank



## STAFF REPORT

---

**DATE:** September 28, 2020  
**FOR:** Architectural Control and Standards Committee  
**SUBJECT:** Revision to Standard 12 – Exterior Wall Attachments

---

### **RECOMMENDATION**

Approve the revisions to Alterations Standard 12: Exterior Wall Attachments.

### **BACKGROUND**

During the July 27, 2020 Third Mutual Architectural Control and Standards Committee (ACSC) meeting, staff was directed to review the existing Alteration Standard 12 regarding exterior wall attachments (Attachment 1) and provide recommendations to the Committee for addressing asbestos and dry rot.

### **DISCUSSION**

The revised Standard 12: Exterior Wall Attachments (Attachments 2 and 3) provides for a more defined scope of work and responsibility for members. The revisions include notification of asbestos testing and monitoring; weight limits specifications of attached objects (25 pounds per framing stud); the use of silicone for waterproofing; and clarification regarding the member's obligation to remove the alteration for necessary maintenance.

### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Robbi Doncost, R.A., Manor Alterations Manager  
**Reviewed By:** Gavin Fogg, Inspections Supervisor  
Ernesto Munoz, P.E., Maintenance & Construction Director

### **ATTACHMENT(S)**

Attachment 1 – Current Standard 12: Exterior Wall Attachments, Resolution 03-18-88  
Attachment 2 – Redlined Standard 12: Exterior Wall Attachments, Resolution 03-20-XX  
Attachment 3 – Final Version of Standard 12: Exterior Wall Attachments 03-20-XX

This Page Intentially Left Blank



## **STANDARD 12: EXTERIOR WALL ATTACHMENTS**

MARCH 1983

REVISED APRIL 1996, RESOLUTION M3-96-28

GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49

GENERAL REQUIREMENTS REVISED JANUARY 2018, RESOLUTION 03-18-12

REVISED JUNE 2018, RESOLUTION 03-18-88

### **1.0 GENERAL REQUIREMENTS**

**SEE STANDARD SECTION 1: GENERAL REQUIREMENTS**

### **2.0 APPLICATIONS**

- 2.1** No attachments may cover any electrical outlets or junction boxes.
- 2.2** No attachments may cover over plumbing access covers, cleanouts, or shutoffs.
- 2.3** No attachments may cover any vents, openings, or related items that will violate building code or hinder access in any way.
- 2.4** All attachments must be permanent in nature and not subject to extreme weathering or deterioration.
- 2.5** Any exterior wall attachment will be limited to only those walls which face Exclusive Use Common Areas, such as patios or atriums with the exception of American Flags.

### **3.0 TILE AND VENEER**

- 3.1** Tile and veneer used on a vertical surface exterior wall must be attached with thin set/epoxy mortar mixes.
- 3.2** Tile and veneer will be limited to use on stucco covered exterior chimneys and entryway columns.
- 3.3** Tile must match in color, design, and size as close as possible any existing brickwork on building.

### **4.0 TRELLIS AND WROUGHT IRON DESIGNS**

- 4.1** Any trellis attached to a wall must be painted the same color as the wall.
- 4.2** Trellis and wrought iron shall be within 12" of walls and not used as screens, shades, or shields, nor higher than wall to which it is attached.

- 4.3** Wrought iron shall be easily removable for access to the wall for painting purposes.
- 4.4** All lags or screws into walls must be sealed prior to installation to prevent water penetration.
- 4.5** All trellis and wrought iron shall be mounted vertically.

**5.0 MURALS AND WALL HANGINGS**

- 5.1** Any installation of murals or wall hangings shall be limited to patio and atrium locations. No installation will protrude above the height of a patio wall.
- 5.2** Visual access through a wrought iron gate will be considered to be within the above statement and not a factor.



## STANDARD 12: EXTERIOR WALL ATTACHMENTS

MARCH 1983

REVISED APRIL 1996, RESOLUTION M3-96-28

GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49

GENERAL REQUIREMENTS REVISED JANUARY 2018, RESOLUTION 03-18-12

REVISED JUNE 2018, RESOLUTION 03-18-88

REVISED NOVEMBER 17, 2020, RESOLUTION 03-20-XX

### 1.0 GENERAL REQUIREMENTS

SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

### 2.0 APPLICATIONS

**2.1** No attachments may cover any common area mechanical system including, but not be limited to, electrical outlets, or junction boxes, plumbing access, cleanouts, utility shut-off/disconnects, vents or existing openings.

~~**2.2** No attachments may cover over plumbing access covers, cleanouts, or shutoffs.~~

~~**2.32.2** No attachments may cover any pedestrian access vents, or opening s, or related items that will violate building code or hinder access, inclusive of restricting ingress or egress ADA access requirements, in any way.~~

~~**2.42.3** All attachments must be permanent in nature and not subject to deterioration due to extreme weathering or deterioration.~~

**2.4** Any exterior wall attachment will be limited to only those walls which face Exclusive Use Common Areas, such as patios or atriums with the exception of American Flags.

**2.5** No attachment of an object weighing more than 25 pounds shall be allowed on the wall at a single wood framed stud. The attachment is to be made into the wood framing studs for support.

**2.6** Provide silicone sealer in all holes in the wall. All lag bolts and screws into walls must be sealed, with full depth silicone caulking, prior to installation to prevent water penetration and dry rot of wall components.

**2.7** Any attachment to the wall may require removal by the member for Mutual wall maintenance within a 72 hour written notice. Resident shall be responsible for all costs associated with the removal and re-installation of any Alterations on the wall(s).



2.52.8 All approvals of the addition of an element to the wall will be considered an Alteration and become the responsibility of the manor owner.

2.9 No wood may be used in conjunction with Third Mutual Alternative Construction Materials Policy 03-17-38.

### 3.0 TILE AND VENEER

3.1 Tile and veneer used on a vertical surface exterior wall, without disturbance of the stucco veneer, must be attached with thin set/epoxy mortar mixes.

3.2 Tile and veneer will be limited to use on stucco covered exterior chimneys and entryway columns.

3.3 Tile must match in color, design, and size as close as possible any existing brickwork on building.

### 4.0 TRELLIS AND WROUGHT IRON DESIGNS

4.1 Any trellis (which must be void of vegetation), or wrought iron component, attached to a wall must be painted the same color as the wall. ~~These items cannot be wood.~~ The wrought iron may be black in color if readily removable by the resident at the request of the Mutual or its agent.

4.2 Trellis and wrought iron shall be within 12" of walls and not used as screens, shades, or shields, ~~nor cannot be~~ higher than wall to which it is attached.

4.3 Wrought iron shall be easily removable for access to the wall for maintenance painting purposes.

~~4.4 All lags or screws into walls must be sealed prior to installation to prevent water penetration.~~

~~4.54.4~~ All trellis and wrought iron shall be mounted vertically on the wall.

### 5.0 MURALS AND WALL HANGINGS

5.1 Any installation of murals or wall hangings shall be limited to patio and atrium locations. No installation will protrude above the height of a patio wall.

5.2 -Visibility of mural and wall hangings through wrought iron gates is acceptable.

### 6.0 ASBESTOS TESTING AND MONITORING

6.1 The Mutual is required to ensure that Aall work for installation and



demolition work related to exterior surfaces with presumed asbestos containing materials properly follow the current governing authorities' rules and regulations, as they pertain to Condominiums. This may include the use of a certified asbestos abatement contractor and an Industrial Hygienist for asbestos testing and/or clearance reports. ~~Visual access through a wrought iron gate will be considered to be within the above statement and not a factor.~~

**5.0** — Reports of asbestos findings and final clearance reports shall be provided at Member expense to Manor Alterations.

5.16.2 -

**NOVEMBER Initial Notification--28-day notification to comply with Civil Code Section 4360 has been satisfied.**

This Page Intentially Left Blank



## **STANDARD 12: EXTERIOR WALL ATTACHMENTS**

MARCH 1983

REVISED APRIL 1996, RESOLUTION M3-96-28

GENERAL REQUIREMENTS REVISED APRIL 2011, RESOLUTION 03-11-49

GENERAL REQUIREMENTS REVISED JANUARY 2018, RESOLUTION 03-18-12

REVISED JUNE 2018, RESOLUTION 03-18-88

REVISED DECEMBER 15, 2020, RESOLUTION 03-20-XX

### **1.0 GENERAL REQUIREMENTS**

**SEE STANDARD SECTION 1: GENERAL REQUIREMENTS**

### **2.0 APPLICATIONS**

- 2.1** No attachments may cover any common area mechanical system including, but not be limited to, electrical outlets, junction boxes, plumbing access, cleanouts, utility shut-off/disconnects, vents or existing openings.
- 2.2** No attachments may cover any pedestrian access or opening that will violate building code or hinder access, inclusive of restricting ingress or egress requirements, in any way.
- 2.3** All attachments must be permanent in nature and not subject to deterioration due to weathering.
- 2.4** Any exterior wall attachment will be limited to only those walls which face Exclusive Use Common Areas, such as patios or atriums with the exception of American Flags.
- 2.5** No attachment of an object weighing more than 25 pounds shall be allowed on the wall at a single wood framed stud. The attachment is to be made into the wood framing studs for support.
- 2.6** Provide silicone sealer in all holes in the wall. All lag bolts and screws into walls must be sealed, with full depth silicone caulking, prior to installation to prevent water penetration and dry rot of wall components.
- 2.7** Any attachment to the wall may require removal by the member for Mutual wall maintenance with a 72 hour written notice. Resident shall be responsible for all costs associated with the removal and re-installation of any Alterations on the wall(s).
- 2.8** All approvals of the addition of an element to the wall will be considered an Alteration and become the responsibility of the manor owner.

- 2.9 No wood may be used in conjunction with Third Mutual Alternative Construction Materials Policy 03-17-38.

**3.0 TILE AND VENEER**

- 3.1 Tile and veneer used on a vertical surface exterior wall, without disturbance of the stucco veneer, must be attached with thin set/epoxy mortar mixes.
- 3.2 Tile and veneer will be limited to use on stucco covered exterior chimneys and entryway columns.
- 3.3 Tile must match in color, design, and size as close as possible any existing brickwork on building.

**4.0 TRELLIS AND WROUGHT IRON DESIGNS**

- 4.1 Any trellis (which must be void of vegetation), or wrought iron component, attached to a wall must be painted the same color as the wall. The wrought iron may be black in color if readily removable by the resident at the request of the Mutual or its agent.
- 4.2 Trellis and wrought iron shall be within 12" of walls and not used as screens, shades, or shields, cannot be higher than wall to which it is attached.
- 4.3 Wrought iron shall be easily removable for access to the wall for maintenance purposes.
- 4.4 All trellis and wrought iron shall be mounted vertically on the wall.

**5.0 MURALS AND WALL HANGINGS**

- 5.1 Any installation of murals or wall hangings shall be limited to patio and atrium locations. No installation will protrude above the height of a patio wall.
- 5.2 Visibility of mural and wall hangings through wrought iron gates is acceptable.

**6.0 ASBESTOS TESTING AND MONITORING**

- 6.1 The Mutual is required to ensure that all installation and demolition work related to exterior surfaces with presumed asbestos containing materials properly follow the current governing authorities' rules and regulations, as they pertain to Condominiums. This may include the use of a certified asbestos abatement contractor and an Industrial Hygienist for asbestos testing and/or clearance reports.
- 6.2 Reports of asbestos findings and final clearance reports shall be provided at Member expense to Manor Alterations.

**NOVEMBER Initial Notification--28-day notification to comply with Civil Code Section 4360 has been satisfied.**



## STAFF REPORT

---

**DATE:** December 2, 2020  
**FOR:** Resident Policy and Compliance Task Force  
**SUBJECT:** Lease Authorization Policy

---

### **RECOMMENDATION**

Approve revised the Lease Authorization Policy to align with Assembly Bill 3182.

### **BACKGROUND**

On June 20, 2017, the Board established the Lease Authorization Policy to itemize, consolidate and address several areas in order to present one master document, facilitate member lease and protect the corporation.

Since the adoption, the Lease Authorization Policy has been revised and approved by the Board three other occasions to create clearer guidelines for leasing a unit. (Resolution 03-17-153, 03-19-51 and 03-19-93).

### **DISCUSSION**

In September 2020, new California State Legislation changes to leasing requirements for common interest developments passed. The legislation bill known as Assembly Bill 3182 will become effective on January 1, 2021 and require changes to the current lease procedures.

These updates include, but are not limited to: prohibit short-term rentals for thirty (30) day or less; limit the total number of rental homes in the community to no less than twenty-five percent (25%); cannot require owners occupy unit prior to leasing of unit.

### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Blessilda Wright, Compliance Supervisor

**Reviewed By:** Pamela Bashline, Community Services Manager  
Francis Gomez, Operations Manager

### **ATTACHMENT(S)**

Attachment 1: Lease Policy  
Attachment 2: Resolution

## **ENDORSEMENT (to Board)**

### **Lease Authorization Policy**

The Board recognized that need to amend the Lease Authorization Policy to align with the current California Civil Code.

On June 20, 2017, the Board established the Lease Authorization Policy to itemize, consolidate and address several areas in order to present one master document, facilitate member lease and protect the corporation.

Since the adoption, the Lease Authorization Policy has been revised and approved by the Board three other occasions to create clearer guidelines for leasing a unit. (Resolution 03-17-153, 03-19-51 and 03-19-93).

In September 2020, new California State Legislation changes to leasing requirements for common interest developments passed. The legislation bill known as Assembly Bill 3182 will become effective on January 1, 2021 and require changes to the current lease procedures.

These updates include, but are not limited to: prohibit short-term rentals for thirty (30) day or less; limit the total number of rental homes in the community to no less than twenty-five percent (25%); cannot require owners occupy unit prior to leasing of unit.

On December 2, 2020, the Resident Policy and Compliance Committee reviewed the Lease Authorization Policy approve changes to a line with AB3182.

Director Parsons made a motion to approve the amended Lease Authorization Policy. Director McCary, seconded the motion.

By consensus, the motion carried.



## **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.....	8
D. ID Cards and Privileges .....	9
E. Occupancy .....	10
F. Move In/Move Out and Bulky Items Delivery/Pickup .....	11
G. Alteration, Repairs and Maintenance .....	12
H. Insurance .....	13
I. Rights and Remedies .....	13
J. Enforcement .....	14
K. Exhibit A – Asbestos Disclosure Notice.....	16
L. Exhibit B – Notice of Assignment of Rents .....	18
M. Exhibit C – Lease Authorization Procedure and Application.....	19
N. Contact Information Form & Emergency Notification Record.....	26
O. Declaration Regarding Criminal Record .....	31
P. Declaration of Understanding.....	34

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

[lagunawoodsvillage.com](http://lagunawoodsvillage.com) and click on Neighborhoods→Sales & Leasing→Third  
Laguna Hills→Lease Policy and Application

**Lease Authorization Policy**  
**Resolution 03-21-XX**  
Adopted January XX, 2021

**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.

- 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):

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

<b>GRF Fees</b>	
* 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"><li>▪ ID Card(s)</li><li>▪ Decal(s)</li><li>▪ Pass(es)</li></ul>	<div>\$125</div> <div>\$125</div> <div>\$25</div>

\* 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 of a lease may not be less than 30 days, nor may the term of a lease exceed 12 months, subject to Article II, Section M herein 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 unless required by law.
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.

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 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~~30 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. Unless required by law, 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 Airbnb, VRBO, 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 a period of less than 30 days (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 anytime.
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.

This Page Intentially Left Blank





**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.

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



**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](http://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](mailto: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.

**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**

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

*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? <div style="text-align: right;"><input type="checkbox"/> Yes    <input type="checkbox"/> No</div>				
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 <b>DENIED</b>	APPLICATION <b>APPROVED</b>
The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is <b>denied</b> .	The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is <b>approved</b> .
SIGNATURE	SIGNATURE
SIGNATURE	SIGNATURE
SIGNATURE	SIGNATURE
DATE:	DATE:

Date \_\_\_\_\_

By \_\_\_\_\_  
Authorized Agent

*This page is intentionally left blank*

**CONTACT INFORMATION FORM AND CODED 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:			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Dementia</div> <div style="width: 50%;"><input type="checkbox"/> Visually Impaired</div> <div style="width: 50%;"><input type="checkbox"/> Hearing Impaired</div> <div style="width: 50%;"><input type="checkbox"/> Non-Ambulatory</div> <div style="width: 50%;"><input type="checkbox"/> Life-Support System (equipment that requires electricity)</div> <div style="width: 50%;"><input type="checkbox"/> Do you have a caregiver?*</div> </div>			
*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

This Page Intentially Left Blank

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:			
<input type="checkbox"/> Dementia <input type="checkbox"/> Visually Impaired <input type="checkbox"/> Hearing Impaired <input type="checkbox"/> Non-Ambulatory <input type="checkbox"/> Life-Support System (equipment that requires electricity) <input type="checkbox"/> Do you have a caregiver?*			
<i>*Do you have an approved caregiver application on file? For assistance contact Resident Services at 949-597-4600.</i>			

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

This Page Intentially Left Blank





## **RESOLUTION 03-21-XXX**

### **Lease Authorization Policy**

**WHEREAS**, Assembly Bill 3182 restricts community associations' enforcement of some rental restrictions relating to common interest developments; and

**WHEREAS**, the Board recognized that need to amend the Lease Authorization Policy to align with the current California Civil Code;

**NOW THEREFORE BE IT RESOLVED**; January [DATE], 2021, that the Board of Directors of this Corporation hereby approves and adopts the revised Lease Authorization Policy, as attached to the official minutes of this meeting; and

**RESOLVED FURTHER**, that Resolution 03-19-93 adopted September 17, 2019 is hereby superseded in its entirety and cancelled; 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.

DECEMBER initial Notification--Must postpone 28-days to comply with Civil Code Section 4360.

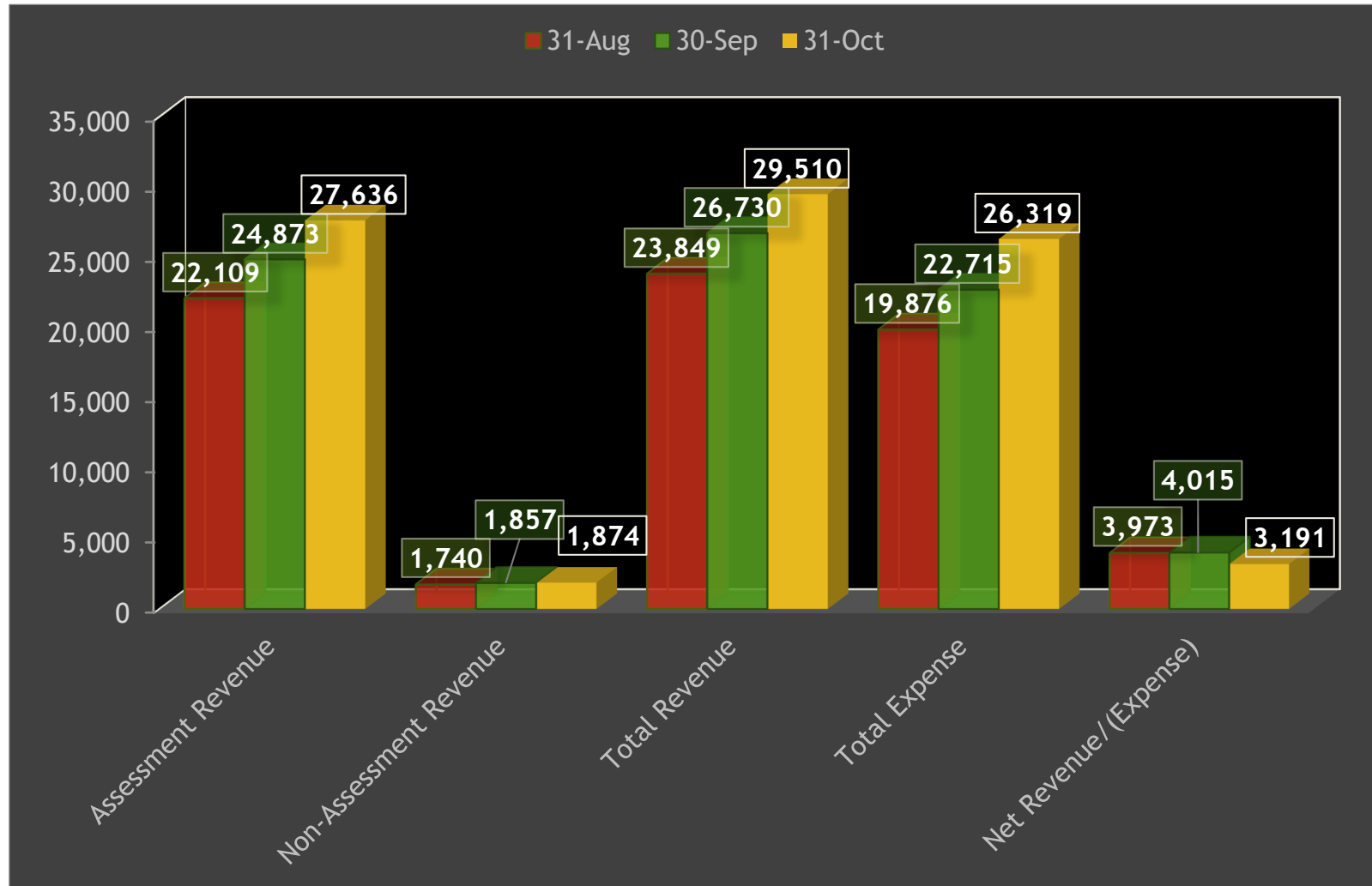
This Page Intentially Left Blank

# Financial Report - October 31, 2020

- ▶ Third Laguna Hills Mutual
- ▶ Robert Mutchnick, Treasurer
- ▶ December 15, 2020

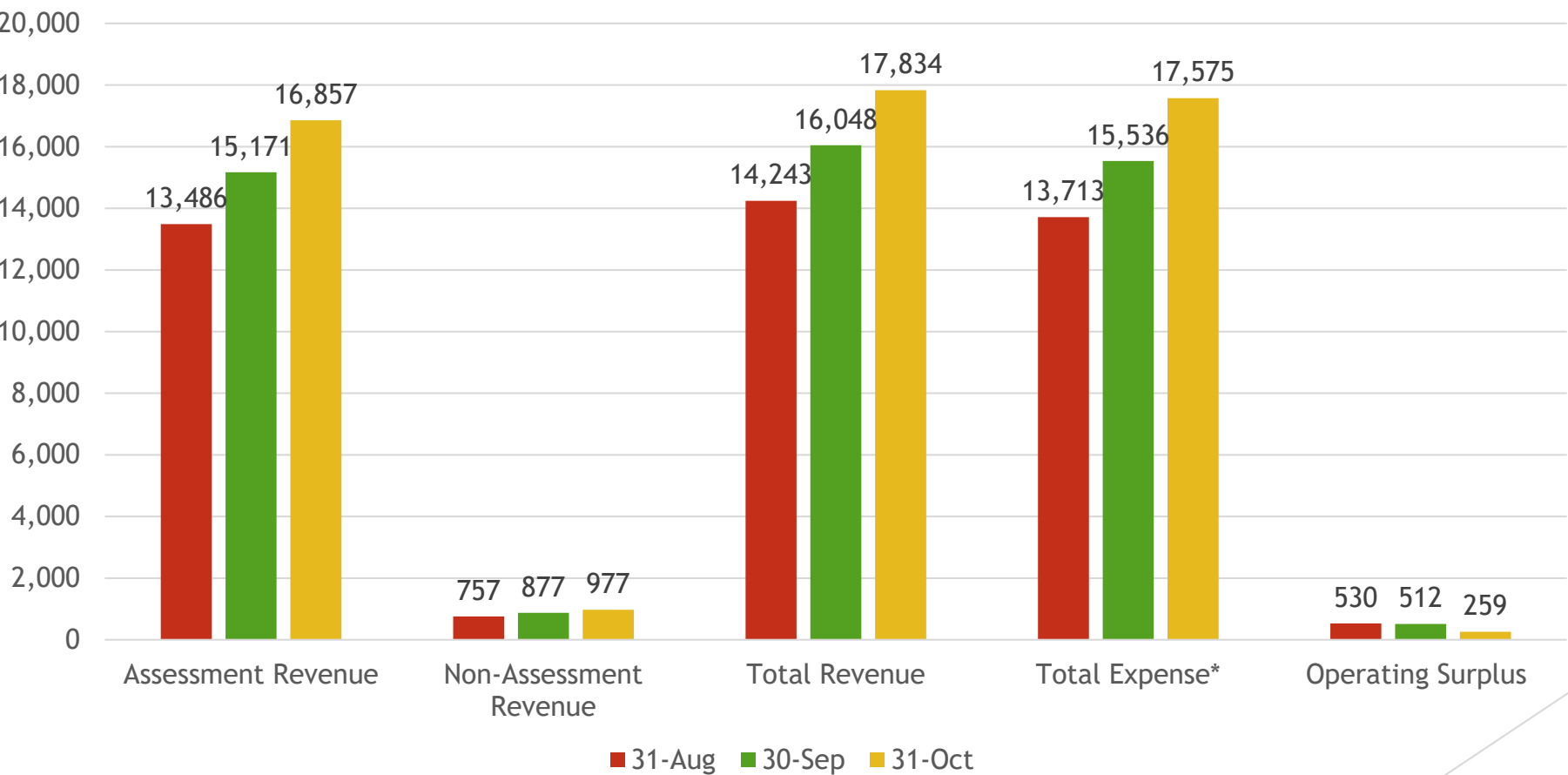
# Income Statement

(In Thousands)



# Income Statement - Operating Fund Only

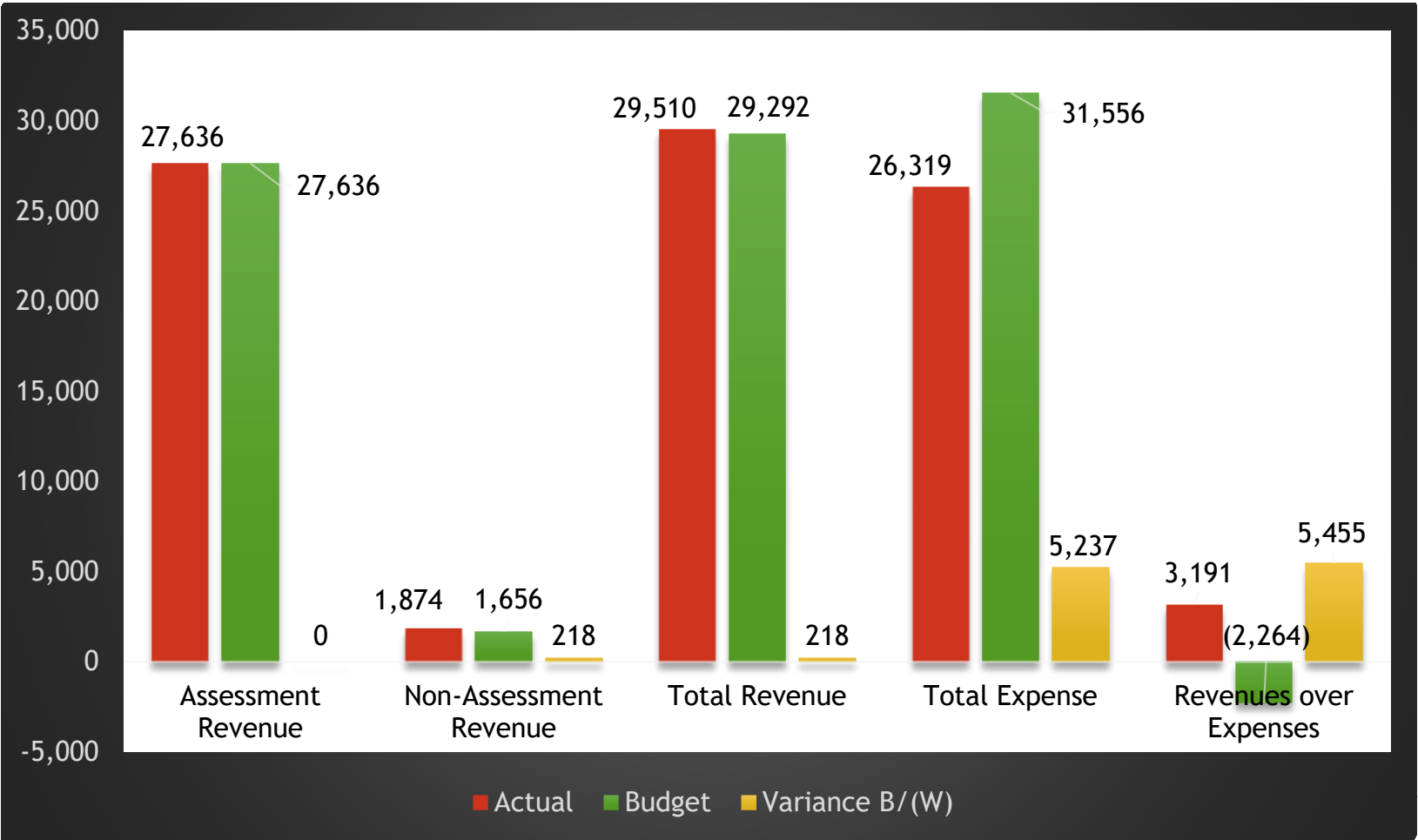
(In Thousands)



\*Excludes Depreciation

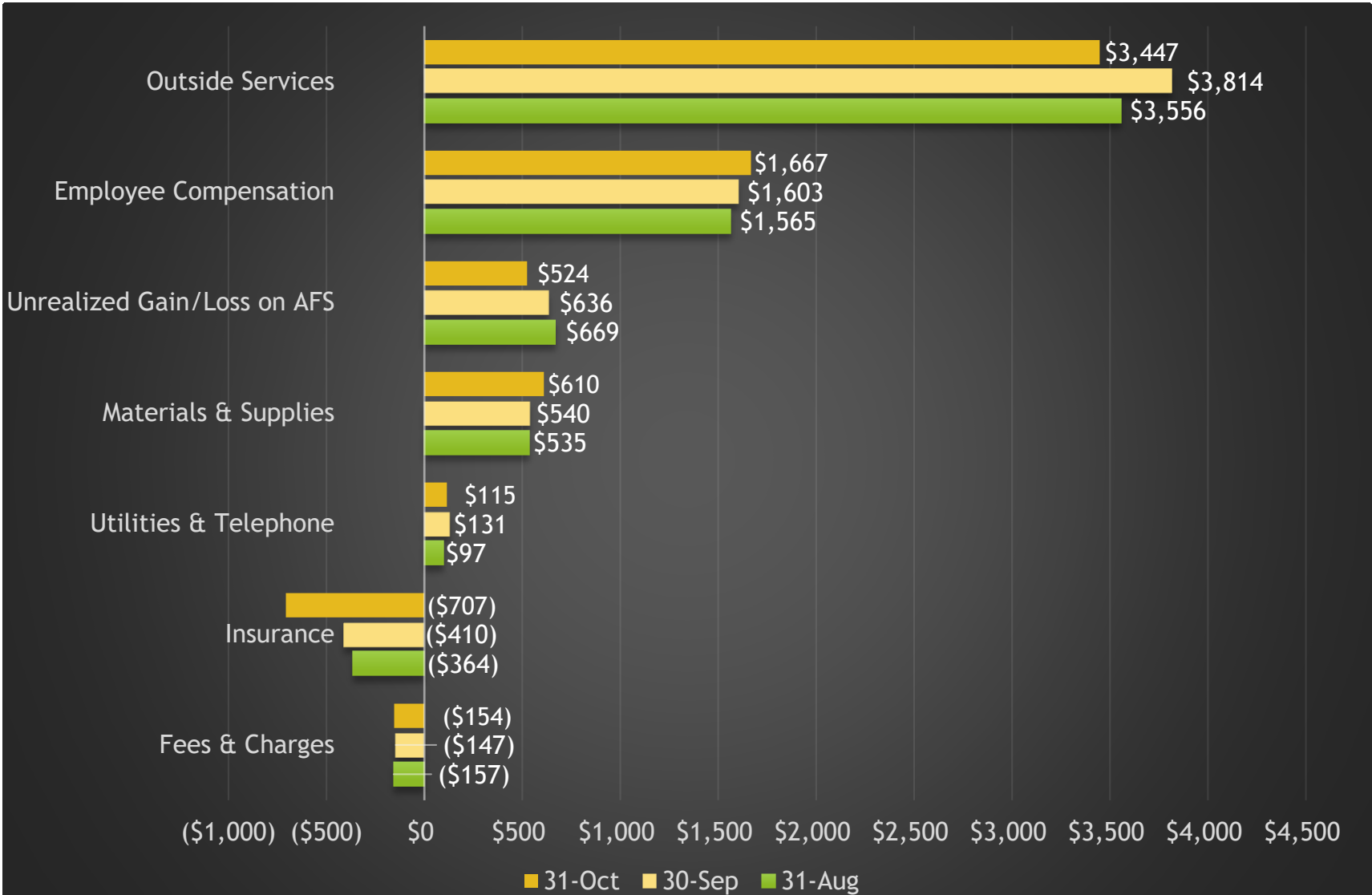
# Income Statement - Actual v. Budget

(In Thousands)



# Selected Variances

(In Thousands)



# Total Non-Assessment Revenue

September 30<sup>th</sup>

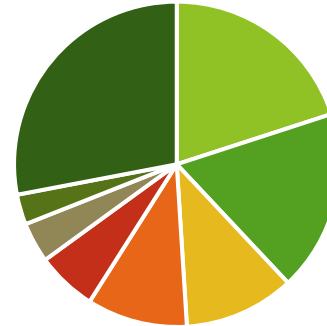
\$1,857,064



- Investment Income - 19%
- Fees & Charges to Residents - 16%
- Lease Processing Fee - 10%
- Laundry - 9%
- Resale Processing Fee - 5%
- Miscellaneous Revenue - 4%
- Golf Cart Electric Fee - 3%
- Unrealized Gain/(Loss) On AFS - 34%

October 31<sup>st</sup>

\$1,873,561



- Investment Income - 20%
- Fees & Charges to Residents - 18%
- Lease Processing Fee - Third 11%
- Laundry - 10%
- Resale Processing Fee - Third 6%
- Miscellaneous Revenue - 4%
- Golf Cart Electric Fee - 3%
- Unrealized Gain/(Loss) On AFS - 28%



# Total Expenses

September 30<sup>th</sup>

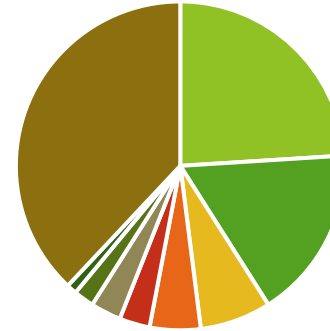
\$22,714,621



- Outside Services - 23%
- Utilities & Telephone - 18%
- Insurance - 7%
- Net Allocations to Mutuals - 5%
- Materials & Supplies - 4%
- Legal Fees - 2%
- Other - 1%
- Repairs & Maintenance - 1%
- Employee Comp. & Related - 39%

October 31<sup>st</sup>

\$26,319,079



- Outside Services - 24%
- Utilities & Telephone - 17%
- Insurance - 7%
- Net Allocations to Mutuals - 5%
- Materials & Supplies - 3%
- Other - 3%
- Legal Fees - 2%
- Repairs & Maintenance - 1%
- Employee Comp. & Related - 38%

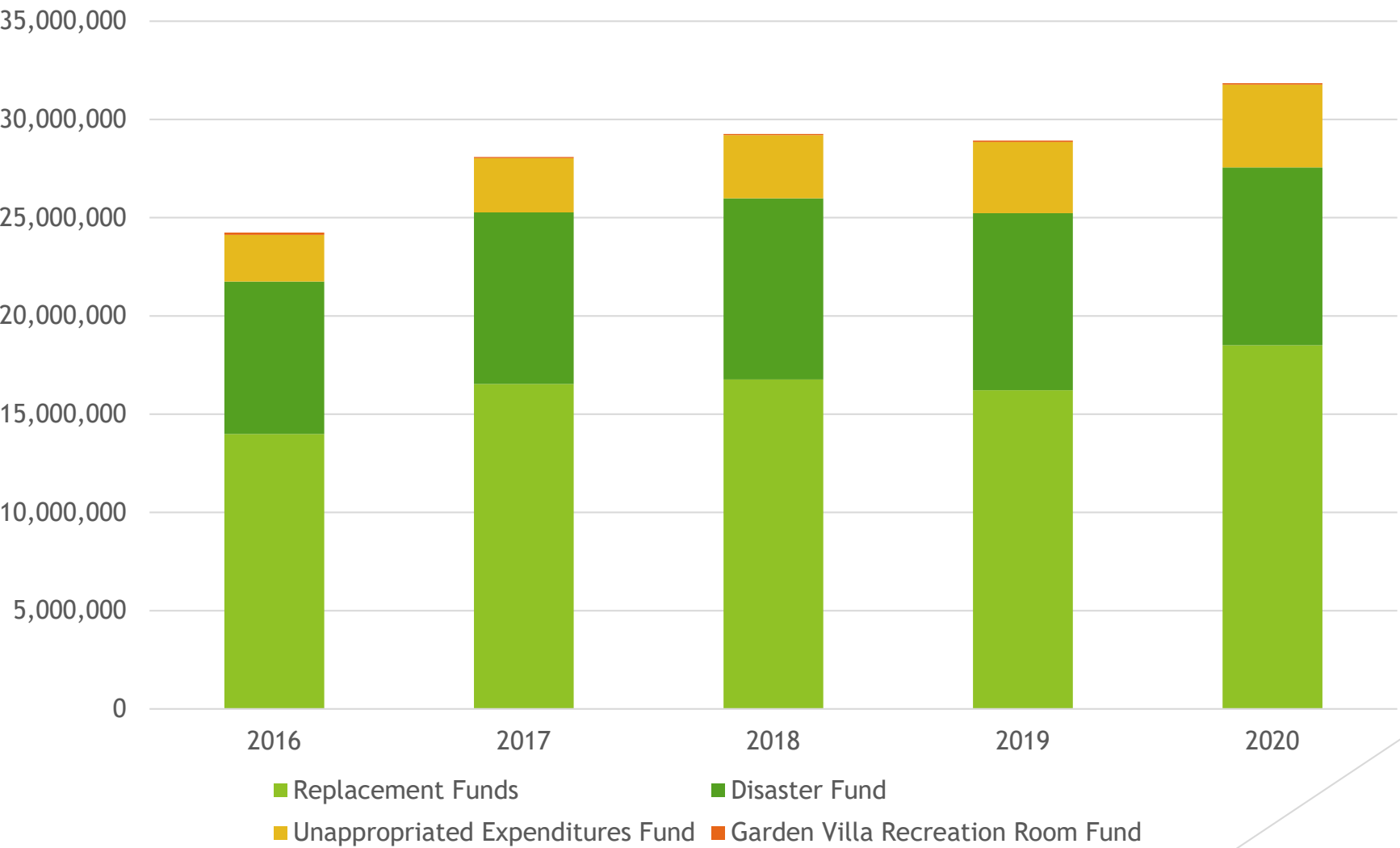
# Non-Operating Fund Balances

(In Thousands)

Non-Operating Fund Balances	Replacement Funds*	Disaster Fund	Unappropriated Expenditures Fund	Garden Villa Fund	Total
Beginning Balances: 1/1/20	\$16,033	\$9,065	\$3,626	\$73	\$28,797
Contributions & Interest	9,775	1,226	600	74	11,675
Expenditures	7,297	1,241	14	78	8,630
Current Balances: 10/31/20	\$18,511	\$9,050	\$4,212	\$69	\$31,842

\* Includes Elevator and Laundry Funds

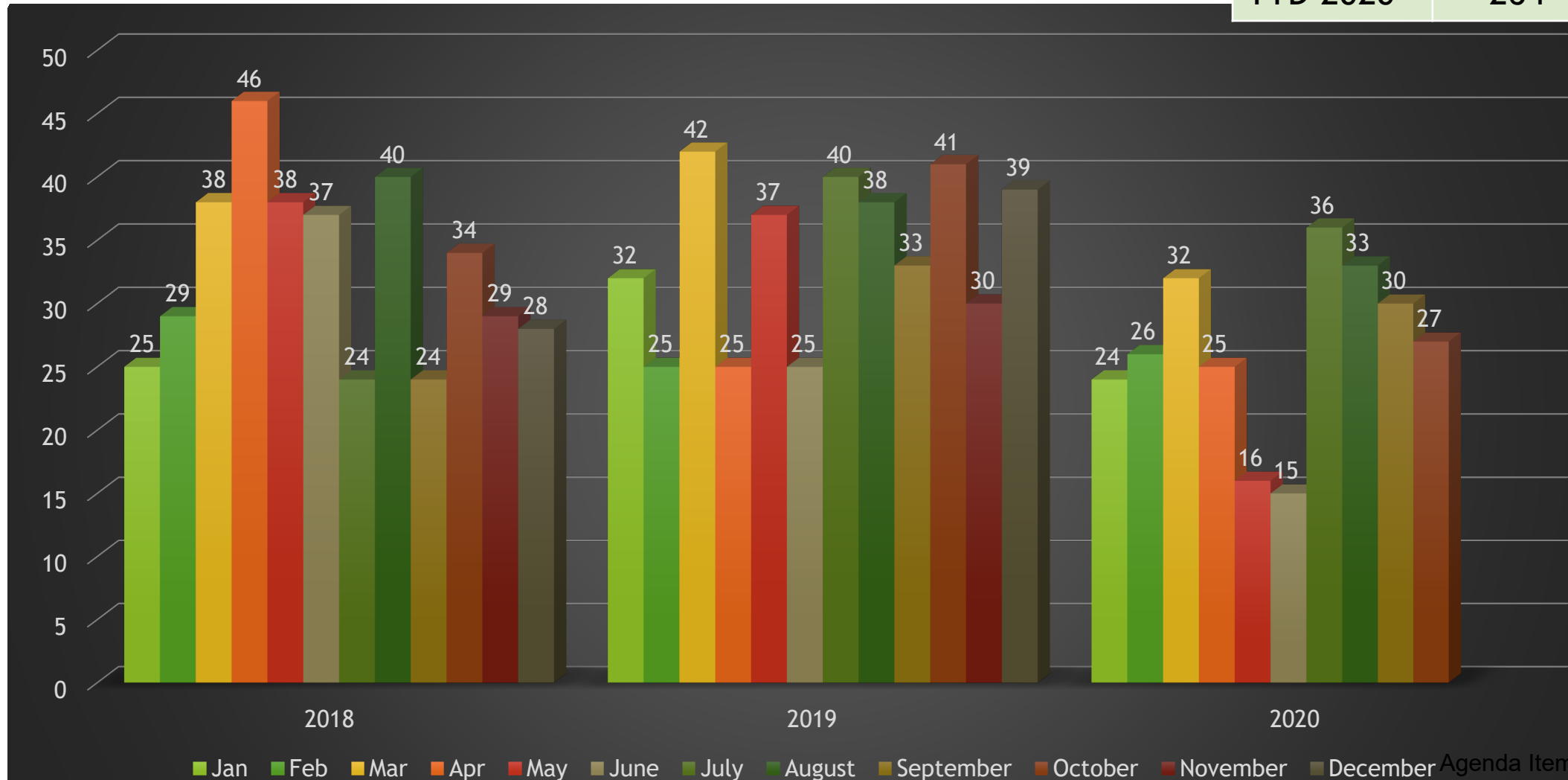
# Fund Balances - October 31st



# Resale History -Third Mutual

Preliminary as of October 31, 2020

	No. of Resales	Av. Resale Price
YTD 2018	335	\$429,207
YTD 2019	338	\$409,436
YTD 2020	264	\$422,509



**Third Laguna Hills Mutual**  
**Statement of Revenues & Expenses - Preliminary**  
**10/31/2020**  
(\$ IN THOUSANDS)

		CURRENT MONTH			YEAR TO DATE			PRIOR YEAR	TOTAL
		ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET
Revenues:									
Assessments:									
1	Operating	\$1,686	\$1,686		\$16,857	\$16,856	\$1	\$15,639	\$20,228
2	Additions to restricted funds	1,078	1,078		10,779	10,779		11,217	12,935
3	Total assessments	2,764	2,764		27,636	27,636	1	26,856	33,163
Non-assessment revenues:									
4	Fees and charges for services to residents	42	49	(7)	336	490	(154)	703	588
5	Laundry	16	18	(2)	179	183	(4)	171	220
6	Investment income	29	45	(16)	373	447	(74)	551	536
7	Unrealized gain/(loss) on AFS investments	(112)		(112)	524		524	333	
8	Miscellaneous	42	54	(12)	462	536	(74)	508	643
9	Total non-assessment revenue	16	166	(149)	1,874	1,656	217	2,266	1,988
10	Total revenue	2,780	2,929	(149)	29,510	29,292	218	29,122	35,150
Expenses:									
11	Employee compensation and related	1,104	1,168	64	9,969	11,636	1,667	10,685	13,940
12	Materials and supplies	76	147	70	884	1,494	610	1,186	1,787
13	Utilities and telephone	494	478	(16)	4,560	4,675	115	4,468	5,542
14	Legal fees	61	42	(19)	495	417	(79)	418	500
15	Professional fees	21	9	(13)	161	128	(33)	155	145
16	Equipment rental	7	2	(6)	28	16	(11)	22	20
17	Outside services	1,251	883	(368)	6,430	9,876	3,447	7,213	11,661
18	Repairs and maintenance	21	32	11	252	317	65	292	380
19	Other Operating Expense	11	16	5	91	166	75	120	199
20	Income taxes				20		(20)		
21	Insurance	424	126	(298)	1,972	1,264	(707)	1,161	1,517
22	Investment expense		4	4	6	39	33	34	47
23	Uncollectible Accounts	6	10	4	50	100	50	168	120
24	(Gain)/loss on sale or trade				108		(108)	3	
25	Depreciation and amortization	11	11		114	114		119	136
26	Net allocation to mutuals	117	133	16	1,180	1,315	135	1,040	1,577
27	Total expenses	3,604	3,060	(545)	26,319	31,556	5,237	27,083	37,572
28	Excess of revenues over expenses	(\$824)	(\$130)	(\$694)	\$3,191	(\$2,264)	\$5,455	\$2,039	(\$2,421)



## **Statement of Revenues & Expenses - Preliminary**

### **Variance Explanations as of October 31, 2020**

#### **SUMMARY**

Third financial results were better than budget by \$5,455K as of October 31, 2020, primarily due to program adjustments related to the COVID-19 pandemic. Explanations for categories with significant variances are found below.

#### **REVENUE**

##### **Fees and Charges for Services to Residents – (\$154K) [Line 4](#)**

Unfavorable variance resulted from revenue not yet recorded from prior year moisture intrusion events, pending determination hearings which were postponed due to COVID-19. In addition, there is also a back-log of 2020 moisture intrusion events pending hearings. Variance was partially offset by plumbing chargeable services. Water heater replacement is an expanded service that has generated more revenue than anticipated at the time of budget preparation.

##### **Unrealized gain/(loss) on AFS Investments – \$524K [Line 7](#)**

Favorable variance due to reporting of Unrealized Gain on Available for Sale Investments. A monthly entry is made to reflect investment market conditions, which fluctuate. The variance was partially offset by realized losses, recorded in line 24, below.

#### **EXPENSE**

##### **Employee Compensation and Related – \$1,667K [Line 11](#)**

Programs such as Prior to Paint, Exterior Paint, and Building Structures were placed on hold beginning mid-March to comply with State and County health orders due to the COVID-19 pandemic which also resulted in staff furloughs throughout the organization, particularly affecting Carpentry and Paint. By August, compensation had returned to pre-pandemic levels. Additional savings occurred in Landscape where tree maintenance and shrub-bed maintenance were partially outsourced creating savings in labor hours. Favorable variance was partially offset by more hours used for higher levels of service tickets for general plumbing services and leak investigation.

##### **Materials and Supplies – \$610K [Line 12](#)**

Favorable variance due to programs put on hold beginning in March due to the COVID-19 pandemic; only emergency work was done from March through August. Fewer materials were required for programs such as building structures (carpentry), dry rot repairs and exterior paint program.

##### **Utilities and Telephone – \$115K [Line 13](#)**

Electricity savings resulted due to energy consumption offset by higher solar credits than anticipated.



## Statement of Revenues & Expenses - Preliminary

Variance Explanations as of October 31, 2020

### Outside Services – \$3,447K [Line 17](#)

Favorable variance is due to:

- **Building Structures – \$1,115K**

Favorable variance resulted from work postponed due to the COVID-19 pandemic. On May 19<sup>th</sup>, the Board imposed a spending limit on those programs directly affected by work stoppage resulting from the pandemic. Funding for building structures replacement, dry rot, and parapet wall removal were reduced. In May, M&C Committee directed staff to restart some of the programs that were on hold. As of the reporting period, parapet wall removal in buildings 5144 and 5404 were complete. Building structure replacements and dry rot programs are in progress and are scheduled to be completed by the end of the year.

- **Waste Line Remediation – \$637K**

Favorable variance is due to work put on hold related to the COVID-19 pandemic. While the primary focus is on three-story buildings this year, other buildings with a high risk for stoppages are also evaluated for epoxy lining. The three-story buildings take an average of 6-weeks to complete. On May 19<sup>th</sup>, the Board approved a spending limit of \$750,000 to the 2020 program. Work restarted in September, but due to the late start of the program, the spending limit will not be met in 2020 and the program is anticipated to end the year better than budget by \$565K.

- **Roof Replacements – \$407K**

Favorable variance is due to work put on hold related to the COVID-19 pandemic. Roof replacement is budgeted evenly throughout the year and work was scheduled to begin in March, but due to the pandemic, the roofing program began in June. Work was completed in November and invoices will follow. This program will come in slightly under budget because roofing square footage on some of the buildings measured less than budgeted.

- **Pest Control – \$277K**

On July 21, 2020, the Third Mutual Board approved the deferral of the fumigation program to 2021 due to the pandemic. There were 44 remaining buildings and 1 laundry room that were rescheduled to 2021.

- **Water Lines – Copper Pipe Remediation – \$261K**

Water line copper pipe remediation program was cancelled mid year due to the pandemic. Of the 9 scheduled buildings, only 4 of the buildings were completed in 2020.



## **Statement of Revenues & Expenses - Preliminary**

Variance Explanations as of October 31, 2020

- **Landscape Modification – \$201K**

Favorable variance resulted from budget spread. Budget assumed slope maintenance programs work would be completed June and July; however, work is still in progress. This program will have a favorable variance until program completion.

- **Elevator Replacement – \$175K**

On May 19, 2020, the Third Mutual Board approved the deferral of the elevator replacement program to 2021 due to the pandemic.

Offset:

- **Tree Maintenance – (\$291K)**

Although annual tree trimming is budgeted to be performed by in-house staff, work is done by outside vendors. An offset is found in line compensation, above.

**Insurance – (\$707K) [Line 21](#)**

Unfavorable variance due to higher premiums for property and casualty insurance. Insurance premium increases were implemented after 2020 budget was finalized. Significant changes in market conditions, catastrophic losses including wildfires in California, and a non-renewal situation required a new layered program structure to achieve the existing limits in a tight market.

**(Gain)/loss on sale or trade – (\$108K) [Line 24](#)**

Unfavorable variance due to realized loss occurring from sale of underperforming investments, which partially offsets some of the unrealized gain reflected in line 7, above.

**Net Allocation to mutual – \$135K [Line 26](#)**

Favorable variance due to less interdepartmental allocations than anticipated.





**FINANCE COMMITTEE MEETING  
REPORT OF THE REGULAR OPEN SESSION**

Tuesday, December 1, 2020 – 1:30 p.m.  
Virtual Meeting

**MEMBERS PRESENT:** Robert Mutchnick – Chair, Steve Parsons, Annie McCary, Cush Bhada, Lynn Jarrett, John Frankel, Ralph Engdahl, Reza Karimi, Craig Wayne, Debbie Dotson, Donna Rane-Szostak  
Advisor: John Hess, Wei-Ming Tao

**MEMBERS ABSENT:** None

**STAFF PRESENT:** Betty Parker, Jose Campos Steve Hormuth, Christopher Swanson

**Call to Order**

Director Robert Mutchnick, Treasurer, chaired the meeting and called it to order at 1:32 p.m.

**Approval of Meeting Agenda**

A motion was made and carried unanimously to approve the agenda as presented.

**Approval of Meeting Report for November 4, 2020**

A motion was made and carried unanimously to approve the committee report as presented.

**Chair Remarks**

None.

**Member Comments**

None.

**Department Head Update**

Betty Parker, Chief Financial Officer, introduced Jose Campos, Financial Services Manager who will be attending finance committee meetings going forward and provided an update on Civil Code 5500 reporting, insurance and investments and the 2021 Budgets and Collection & Lien Enforcement Policy.

**Preliminary Financial Statements dated October 31, 2020**

The committee reviewed financials and questions were addressed.

**Update on Insurance**

Directors Mutchnick and Karimi commented that they would be representing Third on the Insurance Taskforce committee.

### **Future Agenda Items**

Year End Projections for Operating and Reserves  
Solar System Update  
Chargeable Services Analysis (Semi-Annual)

### **Committee Member Comments**

Director McCary commented on her appreciation for simple explanation on financials.

Director Parsons commented on the Insurance Taskforce meeting

Director Karimi commented on knowing the amount of surplus from inhouse staffing.

### **Date of Next Meeting**

Tuesday, January 5, 2021 at 1:30 p.m.

### **Recess to Closed Session**

The meeting recessed at 2:35 p.m.

**DRAFT**

---

Robert Mutchnick, Chair

## Monthly Resale Report

PREPARED BY  
Community Services Department

MUTUAL  
Third

REPORT PERIOD  
November, 2020

MONTH	NO. OF REALES		TOTAL SALES VOLUME IN \$\$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	24	32	\$10,015,000	\$12,482,100	\$417,292	\$390,066
February	26	25	\$12,158,700	\$10,208,000	\$467,642	\$408,320
March	32	42	\$13,946,416	\$16,639,712	\$435,826	\$396,184
April	25	25	\$10,830,833	\$10,435,500	\$433,233	\$417,420
May	16	37	\$5,604,000	\$16,273,033	\$350,250	\$439,812
June	15	25	\$5,881,500	\$10,290,000	\$392,100	\$411,600
July	36	40	\$15,240,248	\$17,327,373	\$423,340	\$433,184
August	33	38	\$14,612,928	\$15,994,900	\$442,816	\$420,918
September	30	33	\$14,314,100	\$12,643,180	\$477,137	\$383,127
October	27	41	\$10,407,400	\$16,142,900	\$385,459	\$393,729
November	28	30	\$11,057,300	\$13,520,950	\$394,904	\$450,698
December		* 39		* \$18,319,800		* \$469,738
<b>TOTAL</b>	292.00	368.00	\$124,068,425	\$151,957,648		
<b>MON AVG</b>	26.00	33.00	\$11,278,948	\$13,814,332	\$420,000	\$413,187
<b>% CHANGE - YTD</b>	-20.7%		-18.4%		1.6%	

% Change calculated (ThisYear - LastYear)/LastYear

\*Amount is excluded from percent calculation

## Monthly Resale Report

PREPARED BY

Community Services Department

MUTUAL

All Mutuals

REPORT PERIOD

November, 2020

MONTH	NO. OF RESALES		TOTAL SALES VOLUME IN \$\$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	48	59	\$16,125,300	\$18,540,250	\$335,944	\$314,242
February	57	47	\$18,886,210	\$14,770,050	\$331,337	\$314,256
March	65	66	\$21,969,916	\$23,445,712	\$337,999	\$355,238
April	58	61	\$18,200,321	\$20,041,551	\$313,799	\$328,550
May	35	78	\$10,277,500	\$23,975,536	\$293,643	\$307,379
June	41	72	\$12,315,399	\$21,298,290	\$300,376	\$295,810
July	56	83	\$20,514,748	\$27,170,573	\$366,335	\$327,356
August	59	80	\$21,522,228	\$26,206,000	\$364,784	\$327,575
September	63	62	\$22,132,600	\$20,171,980	\$351,311	\$325,355
October	63	86	\$20,262,800	\$26,648,300	\$321,632	\$309,864
November	57	52	\$17,923,188	\$18,653,350	\$314,442	\$358,718
December		* 81		* \$27,517,600		* \$339,723
<b>TOTAL</b>	602.00	746.00	\$200,130,210	\$240,921,592		
<b>MON AVG</b>	54.00	67.00	\$18,193,655	\$21,901,963	\$330,145	\$324,031

\*Amount is excluded from percent calculation

Year to date total now includes Mutual Fifty

**Resales Report  
Third Laguna Hills Mutual  
November, 2020**

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
11/18/2020	2238-B	3	\$165,000	Coronado	HomeSmart Evergreen	Cedar Real Estate	Corner Escrow Inc.
11/10/2020	2243-E	3	\$232,000	Monterey	Laguna Premier Realty, Inc	Legacy 15 Real Estate	Blue Pacific Escrow
11/03/2020	2269-B	3	\$355,000	Castilla	H & M Realty Group	Keller Williams Real Estate	Pure Logic Escrow
11/17/2020	2276-T	3	\$155,500	Coronado	Century 21 Rainbow	Century 21 Rainbow	Corner Escrow Inc.
11/20/2020	2307-A	3	\$374,400	Valencia	Compass	Keller Williams Real Estate	Blue Pacific Escrow
11/20/2020	2386-1C	3	\$330,000	Garden Villa	Coldwell Banker Diamond	Coldwell Banker Diamond	Progressive Escrow
11/25/2020	2386-1D	3	\$320,000	Garden Villa	HomeSmart Evergreen	Century 21 Sunny Hills	Escrow Options Group
11/23/2020	3078-B	3	\$480,000	Hermosa	Laguna Premier Realty, Inc	HomeSmart Evergreen	Blue Pacific Escrow
11/23/2020	3306-C	3	\$306,000	Casa Vista	Century 21 Rainbow	HomeSmart Evergreen	Corner Escrow Inc.
11/18/2020	3317-B	3	\$485,000	El Doble	Century 21 Rainbow	BHHS California Properties	Corner Escrow Inc.
11/16/2020	3337-2C	3	\$230,000	Aragon	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Blue Pacific Escrow
11/20/2020	3367-1D	3	\$159,900	Aragon	Realty One Group	Coldwell Banker Global Luxury	Iron Key Escrow
11/04/2020	3367-2D	3	\$205,000	Aragon	Century 21 Rainbow	Century 21 Rainbow	Granite Escrow
11/12/2020	3486-1G	3	\$390,000	Sierra	Village Real Estate	Re/Max Select One	Corner Escrow Inc.
11/18/2020	3500-1G	3	\$370,000	Villa Nueva	Hallmark West Real Estate	United States Xpress Realty	Corner Escrow Inc.
11/24/2020	4001-3A	3	\$439,000	Villa Nueva	First Team Real Estate	No Broker	Granite Escrow
11/18/2020	4012-2C	3	\$380,000	Villa Nueva	Coldwell Banker Residential	Keller Williams Real Estate	Corner Escrow Inc.
11/09/2020	4026-3A	3	\$400,000	Villa Nueva	FSBO	FSBO	Granite Escrow
11/05/2020	5113	3	\$660,000	Villa Reposa	First Equitable Financial	Century 21 Rainbow	Corner Escrow Inc.
11/19/2020	5326-B	3	\$265,000	Casa Vista	Laguna Premier Realty, Inc	Coldwell Banker Residential	Blue Pacific Escrow
11/03/2020	5362-N	3	\$320,000	La Brisa	HomeSmart Evergreen	HomeSmart Evergreen	Escrow Options Group
11/12/2020	5369-3A	3	\$459,000	Sierra	Century 21 Award	The Listers	Blue Pacific Escrow
11/16/2020	5473-C	3	\$385,000	Casa Milano	HomeSmart Evergreen	HomeSmart Evergreen	Escrow Options Group
11/09/2020	5492-A	3	\$669,000	Villa Fuente	Century 21 Rainbow	Realty Quest	Corner Escrow Inc.
11/23/2020	5500-1C	3	\$320,000	El Mirador	Residential Agent Inc.	First Team Real Estate	Corner Escrow Inc.

This document was created using an EVALUATION version of ActiveReports. Only a licensed user may legally create reports for use in production. Please report infractions or address questions to sales@grapecity.us.com. Copyright © 2002-2009 GrapeCity, inc. All rights reserved.  
Prepared by Community Services Department as of: 12/03/2020

Page 1 of 2

**Resales Report  
Third Laguna Hills Mutual  
November, 2020**

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
11/18/2020	5518-1H	3	\$325,000	El Mirador	Re/Max Select One	Anthony Realty Group	Generations Escrow
11/17/2020	5519-1C	3	\$365,000	El Mirador	Laguna Premier Realty, Inc	Century 21 Award	Blue Pacific Escrow
11/18/2020	5568-B	3	\$1,512,500	Casa Monaco	Century 21 Rainbow	Orange Coast Group	Corner Escrow Inc.

Number of Resales: 28

Total Resale Price: \$11,057,300

Average Resale Price: \$394,904

Median Resale Price: \$360,000

This document was created using an EVALUATION version of ActiveReports. Only a licensed user may legally create reports for use in production. Please report infractions or address questions to [sales@grapecity.us](mailto:sales@grapecity.us). Copyright © 2002-2009 GrapeCity, inc. All rights reserved.  
Prepared by Community Services Department as of: 12/03/2020

Page 2 of 2



# MONTHLY LEASING REPORT

Report Period:  
November-2020

MONTH	LEASES IN EFFECT				Total this year	Total last year	Total Expirations	New Monthly Transactions		
	3 Months	6 Months	12 Months	12+Months				Leases	Renewals	Extensions
January	21	21	392	1289	1723	1688	31	35	123	3
February	20	21	402	1285	1728	1699	54	34	83	1
March	19	25	393	1288	1725	1708	73	37	93	7
April	10	22	388	1281	1701	1691	79	32	107	3
May	8	15	391	1232	1646	1682	104	31	151	4
June	14	15	373	1299	1701	1692	69	44	117	5
July	13	11	364	1316	1704	1708	67	47	136	6
August	12	9	362	1278	1661	1706	97	49	128	1
September	11	8	363	1292	1674	1697	95	35	142	4
October	5	8	351	1217	1581	1681	145	49	123	1
November	4	5	319	1110	1438	1707	108	30	66	2
December										
Monthly Average	12.5	14.5	372.5	1262.5	1662.0	1696.3	83.8	38.5	115.4	3.4
Percentage Leased	1438 / 6102 = 23.6%									

This Page Intentially Left Blank





**OPEN MEETING**

**REGULAR MEETING OF THE THIRD LAGUNA HILLS MUTUAL  
LANDSCAPE COMMITTEE**

**Thursday, December 3, 2020 – 9:30 a.m.  
VIRTUAL MEETING**

**Laguna Woods Village Community Center Board Room  
24351 El Toro Road**

**REPORT**

**COMMITTEE MEMBERS PRESENT:** Chair - Lynn Jarrett, Annie McCary, Reza Karimi, Ralph Engdahl, Donna Rane-Szostak

**COMMITTEE MEMBERS ABSENT:**

**OTHERS PRESENT:**

**ADVISORS PRESENT:**

**STAFF PRESENT:** Kurt Wiemann, Eve Morton

**1. Call to Order**

Chair Jarrett called the meeting to order at 9:30 a.m.

**2. Acknowledgement of Media**

No media was present.

**3. Approval of the Agenda**

Director Rane-Szostak made a motion to approve the agenda. The motion passed with a unanimous vote.

**4. Approval of the September 3, 2020 Report**

Director Engdahl moved to approve the Report. The motion passed with a unanimous vote.

**5. Committee Chair Remarks**

Chair Jarrett stated that some Members are posting their landscape questions on social media. If a Member has a question or request, please call Resident Services. That way your request will be issued a ticket, tracked, and taken care of.

We haven't had a meeting in a couple of months, so we will talk about several issues today. It will be nice when we can get back to the Board Room.

On the website, you can see the anticipated two-week schedule of where the landscape crews will be in your area.

The Third Landscape Manual is also on the website and has a lot of information in it.

Mr. Wiemann and his team are expected to have received and responded to 5,000 fewer tickets less than two years ago. They have been doing a good job.

## **6. Department Head Update**

Mr. Wiemann reiterated the fact that when people do have landscape requests, to call them in so a ticket is created and landscape staff can make sure the request is addressed. Seeing the ticket data also gives him the tools he needs to assign staff and equipment so he can track when and what is being done with each ticket. It is a much more organized way to address any issues and keep track of requests.

Consent Calendar:

None.

Reports:

## **7. Project Log**

Mr. Wiemann reviewed the Project Log with the committee.

## **8. Tree Work Status Report**

Mr. Wiemann reviewed this report with the committee.

Unfinished

Business

None.

Items for Discussion and Consideration

## **9. Staff Request: Removal of a Weeping Fig Tree at 5395-A Due to Street Light Obstruction**

Director Rane-Szostak made a motion to accept staff's recommendation to remove the Weeping Fig tree due to its obstruction of a street light. Director Engdahl seconded. The committee was in unanimous support.

## **10. Tree Removal Request: 5503-C Paseo Del Lago W. (Johnston) - One Indian Laurel Fig Tree**

Director Rane-Szostak made a motion to accept staff's recommendation and deny the removal of the Indian Laurel Fig tree and instead perform a root trench, as well as a crown reduction and thinning during the next scheduled trim cycle. Director Engdahl seconded. The committee was in unanimous support.

**11. Landscape Request: 5333-C Bahia Blanca (Zarrinkelk)**

Director Rane-Szostak made a motion to accept staff's recommendation and deny the request to place decomposed granite in the front patio area. Director Engdahl seconded. The committee was in unanimous support.

Director Engdahl made a motion to accept staff's recommendation and approve the request to retain the fruit trees and to direct the owner to trim per direction from staff. Director Rane-Szostak seconded. The committee was in unanimous support.

Chair Jarrett made a motion to accept staff's recommendation and deny the request to retain the grape vine on the trellis in front of the unit and direct the owner to remove it within 30 days. Director Rane-Szostak seconded. The committee was in unanimous support.

**12. Discuss How the Landscape Reorganization will Affect Third's Landscaping**

Mr. Wiemann stated that he reorganized the landscape department. He split the department in half and made a manager for each half, with himself in charge of all primary Operations work and support staff. It is working well. Operations is field staff with 85 gardeners. He has shrunk crew sizes and put a foreman in charge of each crew. Now he has more a grasp of what they are doing each day and can manage their work much better. More supervision and more time with residents are what is needed. He is proud of how well they are doing.

Angel is the top person managing Operations and he has a lot of experience. Members should see the quality of the landscaping work improve over the next few months.

In 2018, there was only one landscaping cycle per year and now we are up to four cycles per year.

In 2021, our goal is to increase the quality of the work. Mowers are being held accountable for their mowing. The mulch/compost and nursery departments work together now and GRF has given us some money to update the irrigation system out at the nursery which will cut our hand watering down by three quarters. Also, next year we are bringing power and computers out to the nursery so ordering will be more effective and automated. This will free the crew there to have more time for other tasks. All this will increase our effectiveness and quality.

The Board approved three new positions so we will have a planting crew who remove the older outgrown plants in the Village and replace with more suitable plants which don't require as much maintenance.

Chair Jarrett received a letter from Doug Gibson about how his area is looking much better and he hopes it will continue.

**13. Mr. Wiemann's Update on Effectiveness of Chemicals Used Around the Irrigation Boxes, etc.**

Mr. Wiemann stated that the way we trim around irrigation boxes and street lights is with a chemical but, over the years, the crews were spraying these areas each time they were out there and so the dead areas kept getting larger and larger. We now use a chemical which takes longer to get down to the roots and turns grass yellow over time. There are 52 miles of edging in the Village and many irrigation boxes.

Future Agenda Items

**14. Fruit Tree Maintenance Policy**

**15. Review and Discuss the Current Tree Removal Policy**

**16. Review and Discuss the Current Tree Topping Policy**

**17. Review and Discuss a Revised Tree Policy to Include Removals, Trimming, and Topping of Trees**

Concluding Business:

**18. Member Comments (Items Not on the Agenda)**

None.

**19. Response to Member Comments**

None.

**20. Committee Member Comments**


Director Rane-Szostak stated that this was a good meeting and she is glad Mr. Wiemann is now working on the quality of the landscaping.

Director Engdahl is glad Mr. Wiemann reorganized the department.

Chair Jarrett thanked Director Rane-Szostak for joining the committee. Also, she felt that these committee meetings are educational for everyone.

**21. Date of Next Meeting – Thursday, January 7, 2021 at 9:30 a.m.**

**22. Adjournment at 10:28 a.m.**

  
Lynn Jarrett (Dec 6, 2020 09:19 PST)

---

Lynn Jarrett, Chair  
Kurt Wiemann, Staff Officer  
Eve Morton, Landscape Operations Coordinator – 268-2565

This Page Intentially Left Blank



**OPEN MEETING**

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

**Wednesday, December 2, 2020 – 9:30 A.M.**

**VIRTUAL MEETING**

**Laguna Woods Village Community Center**

**24351 El Toro Road**

**MEMBERS PRESENT:** Lynn Jarrett – Chair, Steve Parsons, Cush Bhada, &  
Annie McCary

**MEMBERS ABSENT:** Reza Karimi & Robert Mutchnick

**ADVISORS PRESENT:** Stuart Hack

**ADVISORS ABSENT:** None

**OTHERS PRESENT:** None

**STAFF PRESENT:** Blessilda Wright, Pamela Bashline and Paul Nguyen

**CALL TO ORDER**

Lynn Jarrett, Chair, called the meeting to order at 9:33 A.M.

**ACKNOWLEDGEMENT OF PRESS**

The media was not present.

**APPROVAL OF THE AGENDA**

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

By unanimous vote, the motion carried.

**APPROVAL OF MEETING REPORTS**

Director Parsons made a motion to approve the September 22, 2020 meeting report as presented. Director McCary seconded the motion.

By unanimous vote, the motion carried.

**CHAIR'S REMARKS**

Chair Jarrett stated that she was thankful for the hard work of Director Engdahl and Advisor Hack for working on the Barbeque Rules & Regulations.

### **MEMBER COMMENTS ON NON-AGENDA ITEMS**

There were no member comments.

### **RESPONSE TO MEMBER COMMENTS ON NON-AGENDA ITEMS**

None.

### **REPORTS**

None

### **ITEMS FOR DISCUSSION AND CONSIDERATION**

#### **BBQ Rules & Regulations**

Chair Jarrett, presented the Barbeque Rules and Regulations. The Committee reviewed and discussed Barbeque Rules & Regulations. The Committee commented and asked questions.

Director Parsons made a motion to approve Barbeque Rules & Regulations. Director McCary, seconded the motion.

By a vote of 4-1-0 (Director Bhada no), the motion carried.

#### **AB 3182: Change to Lease Requirements**

Pamela Bashline, Community Services Manager, presented AB3182 and the changes to the Lease Authorization Policy. The Committee members commented and asked questions.

Director Parsons made a motion to approve the amended Lease Authorization Policy. Director McCary, seconded the motion.

By consensus, the motion carried.

### **ITEMS FOR FUTURE AGENDAS**

- Multi-Unit Ownership Qualifications
- Smoking Rules\_

### **CONCLUDING BUSINESS**

#### **Committee Member Comments**

Directors Parsons made a comment thanking his fellow Committee Members. He was glad to see the Barbeque Rules moving forward to the Board.



Advisor Hack made a comment that the smoking policy needs to be reviewed as individuals are able to circumvent the rules.


Chair Jarrett once again thanked Ralph Engdahl and Stuart Hack on working on the Barbeque Rules & Regulations.

### **Date of Next Meeting**

The next meeting is TBD.

### **Adjournment**

With no further business before the Committee, the Chair adjourned the meeting at 10:26 A.M.

  
[Lynn Jarrett \(Dec 8, 2020 13:56 PST\)](#)

Dec 8, 2020

Lynn Jarrett, Chair

Third Laguna Hills Mutual

This Page Intentially Left Blank