



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, July 18, 2023 - 9:30 a.m.
Laguna Woods Village Community Center
Board Room/Virtual Meeting
24351 El Toro Road
Laguna Woods, California**

Directors Present: Mark Laws, Ralph Engdahl, Donna Rane-Szostak, Cris Prince, Andrew Ginocchio, Nathaniel Ira Lewis, Moon Yun, S.K. Park, Cush Bhada

Directors Absent: Jules Zalon (excused), Jim Cook (excused)

Staff Present: Siobhan Foster-CEO, Makayla Schwietert, Paul Nguyen, Bart Mejia, Carlos Rojas, Eileen Paulin, Ian Barnette, Michael Horton

Others Present: VMS – Rosemarie diLorenzo, Deb Allen, Wei-Ming Tao, Mary Seto
GRF – Elsie Addington
United – None

1. Call meeting to order / Establish Quorum – President Laws, Chair

President Laws called the meeting to order at 9:30 a.m. and established that a quorum was present.

2. Pledge of Allegiance

Director Prince led the Pledge of Allegiance.

3. Approval of Agenda

President Laws asked for a motion to approve the agenda.

Director Lewis made a motion to approve the agenda. Director Park seconded.

Hearing no further changes or objections, the agenda was approved by consent.

4. Approval of Minutes

- a. June 20, 2023 – Regular Board Meeting**
- b. July 7, 2023 – Agenda Prep Meeting**
- c. July 7, 2023 – Special Open Meeting**

Director Ginocchio made a motion to approve the minutes of June 20, 2023– Regular Board Meeting. Director Rane -Szostak seconded.

President Laws stated that on page 21 of 26, Resolution 03-23-71, the vote needs to change as he did not abstain. The video was reviewed to show that Director Yun was the abstaining vote.

Hearing no further changes or objections, the amended June 20, 2023 – Regular Board Meeting minutes were approved unanimously. Director Prince abstained.

Director Lewis made a motion to approve the minutes of July 7, 2023– Agenda Prep Meeting. Director Bhada seconded.

Hearing no changes or objections, the July 7, 2023 – Agenda Prep meeting minutes were approved by consent.

Director Prince made a motion to approve the minutes of July 7, 2023– Special Open Meeting. Director Ginocchio seconded.

Hearing no changes or objections, the July 7, 2023 – Special Open meeting minutes were approved by consent.

5. Report of the Chair

President Laws commented on the following:

- 4 Director terms are expiring in October, if interested, please come in to pick up an application
- 2024 Budget Discussion is proceeding as planned

6. Update from the VMS Board – Director diLorenzo

VMS Director diLorenzo provided an update from the last VMS Board Meeting with the following information:

- Bright Ideas Program
- KPIs – Vacancy and Termination Trends
- Resident Employment
- Reduce 2024 Staff Budget
- Reduce Nonvalue-Added Tasks
- Training
- Internal Audit Program
- Additional Events of Note
- Adjustments

VMS Director diLorenzo answered questions from the Board.

7. Open Forum (Three Minutes per Speaker)

- A member commented on The Foundation of Laguna Woods Village
- A member complemented the work of the Landscape Department and commented on the Shepard's Crook around Gate 11
- A member commented on Landscape removing bushes behind building 5191
- A member commented on the laundry rooms dryers being replaced with residential dryers instead of commercial dryers in their building on the 2nd and 3rd floor
- A member commented on cul-de-sac 202 traffic issues and wanted to thank the Third/GRF Board for the blinking stop signs
- A member commented on a manor alteration demo permit issue

8. Responses to Open Forum Speakers

- President Laws commented on the Shepard's Crook
- President Laws commented that he will reach out to Ms. Wallis
- President Laws commented that he will reach out to Ms. Finick
- President Law will give Ms. Kennedy a status update at the end of the week
- Director Lewis stated they will be using speed clean machines in the laundry room

THIS ITEM WAS TABLED UNTIL NEXT MONTH

9. Department Update: Budget/Financial Services – Jose Campos, Assistant Services Director

10. CEO Report

CEO Siobhan Foster reported on:

- Ways to Reduce Costs
- Use Village Tech Tools
- Cost reductions/Efficiencies

CEO Foster answered questions from the Board.

Michael Horton, Building Permits & Inspections Manager, answered a question pertaining to the elimination of asbestos in a report.

11. Consent Calendar - *All matters listed under the Consent Calendar were recommended for action by committees and were enacted by the Board by one motion. Items removed from the Consent Calendar by members of the Board were moved for further discussion and action by the Board.*

President Laws asked for a motion to approve the Consent Calendar as presented.

Director Bhada made a motion to approve the Consent Calendar. Director Rane-Szostak seconded the motion.

Hearing no changes or objections, the motion to approve the Consent Calendar was approved by consent.

- a. Consistent with its statutory obligations the Board members individually reviewed Third Laguna Hills Mutual preliminary financials for the month of May 2023, and by this vote ratify that such review be confirmed in this month's Board Member Open Session

Meeting minutes per Civil Code §5501.

b. Recommendation from the Finance Committee – None

c. Recommendation from the Landscape Committee

1. Recommendation to Approve the Request for Removal of one Bottlebrush Tree located at 5480-B Paseo Del Lago West

RESOLUTION 03-23-74

**Approve the Request
for Removal of One Bottlebrush Tree 5480-B
Paseo Del Lago West**

WHEREAS, February 16, 2021, that the Board of Directors adopted Resolution 03-21-10 Tree Maintenance Policy which states:

“...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 shall not be removed to preserve, enhance or create a view.

- Trees shall not be removed to preserve, enhance or create a view.
- Trees which are damaging or will damage a structure, pose a hazard, diseased, in failing health or interfering with neighboring trees, will be considered for removal.
- Removal requests will be reviewed by a staff arborist and, if necessary, referred to the Committee...”

WHEREAS, on July 6, 2023, the Landscape Committee reviewed a request from the Member at 5480-B to remove one Bottlebrush tree. The Member cited the reasons as lifting the tiles of the alteration sun room; and

WHEREAS, staff inspected the condition of the tree and determined that it was in fair condition with many surface roots growing toward the unit’s sun room; and

WHEREAS, the Committee determined that the tree meets the guidelines set forth in Resolution 03-21-10 and recommends approving the request for the removal of one Bottlebrush tree located at 5480-B Paseo Del Lago West;

NOW THEREFORE BE IT RESOLVED, July 18, 2023, the Board of Directors approves the request for the removal of one Bottlebrush tree located at 5480-B; and

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

2. Recommendation to Approve the Request for Removal of One Fern Pine Tree located at 5554-A Rayo Del Sol

RESOLUTION 03-23-75

**Approve the Request
for Removal of One Fern Pine Tree 5554-A
Rayo Del Sol**

WHEREAS, February 16, 2021, that the Board of Directors adopted Resolution 03-21-10 Tree Maintenance Policy which states:

“...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 shall not be removed to preserve, enhance or create a view.

- Trees shall not be removed to preserve, enhance or create a view.
- Trees which are damaging or will damage a structure, pose a hazard, diseased, in failing health or interfering with neighboring trees, will be considered for removal.
- Removal requests will be reviewed by a staff arborist and, if necessary, referred to the Committee...”

WHEREAS, on July 6, 2023, the Landscape Committee reviewed a request from the Member at 5554-A to remove one Fern Pine tree. The Member cited the reasons as structural damage and a massive root system that is unsightly; and

WHEREAS, staff inspected the condition of the tree and determined that it was in good condition with many surface roots growing toward the walkways with separation at the expansion joint of the unit’s walkway, as well as a recent grinding to prevent an offset lip or trip hazard; and

WHEREAS, the Committee determined that the tree meets the guidelines set forth in Resolution 03-21-10 and recommends approving the request for the removal of one Fern Pine tree located at 5554-A Rayo Del Sol;

NOW THEREFORE BE IT RESOLVED, July 18, 2023, the Board of Directors approves the request for the removal of one Fern Pine tree located at 5554-A; and

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

- d. **Recommendation from the Architectural Controls and Standards Committee – None**

12. Unfinished Business

- a. **Entertain a Motion to Approve the Reenactment to Architectural Standard 41A (Previously 45): Solar Panels, 2 Story Buildings (June initial notification – 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)**

Director Prince read the following resolution:

RESOLUTION 03-23-76

Alteration Standard 41A: Solar Panels, 2 Story Buildings

WHEREAS, the Board of Directors of the Third Laguna Hills Mutual (Board) recognizes the need to amend Standards and create new Standards as necessary; and

WHEREAS, the Board recognizes the need to reenact Standard 41A (Previously Standard 45) - Solar Panels, 2 Story Buildings with Flat Roofs;

NOW THEREFORE BE IT RESOLVED, July 18, 2023, that the Board hereby adopts Standard 41A - Solar Panels, 2 Story Buildings as attached to the official meeting minutes; and

RESOLVED FURTHER, that Resolution 03-18-85 adopted June 19, 2018, is hereby superseded in its entirety and no longer in effect; and

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

Director Ginocchio made a motion to approve the resolution for update of Alteration Standard 41A: Solar Panels, 2 Story Buildings. Director Yun seconded.

Director Lewis requested staff to add the map for the Seville.

President Laws requested that staff add Sq. between 200 an ft.

- A member commented on the slope of solar panels
- A member commented on the net metering

Hearing no further changes or objections, the motion, with requested changes, was called to a vote and passed 8-1-0. President Laws voted against.

b. Entertain a Motion to Approve the Revision to Architectural Standard 1: General Requirements (June initial notification – 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)

Director Prince read the following resolution:

RESOLUTION 03-23-77

Section 1: General Requirements

WHEREAS, the Architectural Controls and Standards Committee recognizes the need to amend Standards and create new Standards as necessary; and

WHEREAS, the General Requirements are and should remain the same for all Standards;

NOW THEREFORE BE IT RESOLVED, July 18, 2023, that the Board hereby adopts Standard 1 – General Requirements for all Standards as attached to the official meeting minutes; and

RESOLVED FURTHER, that Resolution 03-18-12 adopted January 19, 2018, is hereby superseded in its entirety and no longer in effect; and

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

Director Bhada made a motion to approve the resolution for revision to Architectural Standard 1: General Requirements. Director Rane-Szostak seconded.

Discussion ensued among the Board.

Director Lewis requested clarification on a few of the items.

Mr. Horton and Mr. Bart Mejia, Assistant Director and Facilities Engineer, answered questions from the Board.

Director Lewis requested that the sentence “Dumpsters may not be placed in cul-de-sac unless approved by manor alterations and or security” be added.

President Laws requested the wording “Staff is allowed work according to staff hours” be added.

Director Lewis left the meeting at 11:18 a.m.

A member commented on not allowing contractors to play loud music/radio.

Hearing no further changes or objections, the motion, with requested changes, was called to a vote and passed 7-1-0. President Laws voted against.

c. Entertain a Motion to Approve the Leasing/Rental Policy (June initial notification – 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)

Director Prince read the following resolution:

RESOLUTION 03-23-78

Lease/Rental Authorization Policy and Application

WHEREAS, Civil Code § 4739 of the Davis-Stirling Act, effective January 1, 2023, provides that owners of a separate interest in a common interest development shall not be subject to any provision in the governing documents that prohibits an owner from renting or leasing out a portion of an **owner-occupied** unit for a period of more than 30- days, (i.e. owners of a separate interest in the Mutual are permitted to rent or lease out a portion of the owner-occupied unit to a tenant, so long as that lease term is a period of more than 30-days, and the Mutual need not allow owners of a separate interest to rent a portion of the owner-occupied unit to a tenant for a lease term of a period of less than

30-days); and

WHEREAS, the Third Mutual Board recognizes the need to amend its Lease Authorization Policy and Application to align with the new law;

NOW THEREFORE BE IT RESOLVED, July 18, 2023, that the Board of Directors of this Corporation hereby approves and adopts the revised Lease/Rental Authorization Policy and Application, as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution 03-21-04 adopted January 19, 2021, 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.

Director Rane-Szostak made a motion to approve the resolution for Lease/Rental Authorization Policy and Application. Director laws seconded.

Hearing no changes or objections, the motion was called to a vote and passed unanimously. Director Bhada was absent.

13. New Business

a. Entertain a Motion to Approve the Revision to Architectural Standard 42: Ramps (July initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)

RESOLUTION 03-23-XX

Revised Alteration Standard 42: Ramps

WHEREAS, the Architectural Controls and Standards Committee recognizes the need to amend a policy to address the proper installation and maintenance of Ramps; and

WHEREAS, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard 42: Ramps;

NOW THEREFORE BE IT RESOLVED, August 15, 2023, that the Board of Directors of this Corporation hereby revises Alteration Standard 42: Ramps as attached to the official meeting minutes; and

RESOLVED FURTHER, that Resolution 03-19-133 adopted December 17, 2019, is hereby superseded in its entirety and no longer in effect; 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.

Director Rane-Szostak made a motion to approve the Resolution for revised alteration standard 42: Ramps for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Ginocchio seconded the motion.

Hearing no changes or objections, the motion was called to a vote and passed 7-1-0. President Laws voted against.

b. Entertain a Motion to Approve the Revision to Architectural Standard 16: Garage Doors, Sectional or One Piece (July initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)

RESOLUTION 03-23-XX

**Revised Alteration
Standard 16: Garage Doors**

WHEREAS, the Architectural Controls and Standards Committee recognizes the need to amend Alteration Standards and create new Alteration Standards as necessary; and

WHEREAS, the Architectural Controls and Standards Committee recognize the need to revise Alteration Standard 16: Garage Doors;

NOW THEREFORE BE IT RESOLVED, August 15, 2023, that the Board of Directors of this Corporation hereby adopts the attached Alteration Standard 16: Garage Doors; and

RESOLVED FURTHER, that Resolution 03-18-90 adopted June 19, 2018, is hereby superseded in its entirety and no longer in effect; and

RESOLVED FURTHER, that Resolution 03-15-34 adopted March 17, 2015, is hereby superseded in its entirety and no longer in effect; and

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

Director Prince made a motion to approve the Resolution for Revised Alteration Standard 16: Garage Doors for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Rane-Szostak seconded the motion.

Hearing no changes or objections, the motion was called to a vote and passed 7-1-0. President Laws voted against.

c. Entertain a Motion to Approve the Contractor Violation Policy (July initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)

RESOLUTION 03-23-XX

Contractor Violation Policy

WHEREAS, the purpose of the Contractor Violation Policy is to enact a unilateral and unambiguous matrix of violations, and potential ban, for contractors who violate current Mutual rules and obligations or exceed the scope of approval for a project; and

WHEREAS, this Resolution would make the Contractor Violation Policy permanent and provide a clear template for invoking penalties, inclusive of temporary or potentially permanent suspension from work within Laguna Woods Village with the allowance for approved timeline extensions; and

WHEREAS, the Third ACSC and Manor Alterations agree that the Contractor Violation Policy will be effective and both recommend the approval by the Board;

NOW THEREFORE, BE IT RESOLVED, on August 15, 2023, the Third Mutual Board hereby approve the Contractor Violation Policy as attached to these minutes; 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.

Director Bhada made a motion to approve the Resolution for Contractor Violation Policy for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Prince seconded the motion.

Director Lewis re-entered the meeting at 11:54 a.m.

Hearing no changes or objections, the motion was called to a vote and failed unanimously.

d. Entertain a Motion to Approve the Revision to the Alteration Fee Schedule (July initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)

RESOLUTION 03-23-XX

Alteration Fee Schedule

WHEREAS, alteration and variance requests require significant staff time for proper processing, including research, report preparation, presentation to the appropriate committee and Board; and

WHEREAS, in order to offset a portion of the administrative costs associated with processing alteration applications, the Board has adopted an Alterations Fee Schedule; and

WHEREAS, the attached revisions to the Alteration Fee Schedule are recommended to be approved by the Board; and

WHEREAS, the new Alteration Fee Schedule better aligns the fees with the administrative time it takes to process each task;

NOW THEREFORE BE IT RESOLVED, August 15, 2023, that the Board hereby adopts the revised Alteration Fee Schedule as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution 03-23-43 adopted April 18, 2023 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 the resolution.

Director Prince made a motion to approve the Resolution for Alteration Fee Schedule for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Lewis seconded the motion.

Discussion ensued among the Board.

Director Prince amended the motion to table this at another time. Director Ginocchio seconded.

Hearing no changes or objections, the amended motion was called to a vote and passed unanimously.

e. Entertain a Motion to Approve the Revised Resale Inspection Fee (July initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)

RESOLUTION 03-23-XX

Revised Resale Inspection Fee

WHEREAS, resale inspections are utilized to identify any damages and/or modifications to the property for which the selling party may be financially responsible, as well as identify any necessary repairs and/or replacements that may be the Mutual's financial responsibility; and

WHEREAS, a recent cost analysis revealed that a portion of the costs associated with the resale inspection process is not recovered from the requesting member, and an increase in the fee would serve to recover the administrative costs associate with the transactions;

NOW THEREFORE BE IT RESOLVED, on August 15, 2023, that the Board of Directors of this Corporation hereby increases the Resale Inspection Fee from \$115 to \$300; and

RESOLVED FURTHER, that such fee shall be charged as follows: \$220 for the first inspection, \$80 for the final inspection, if necessary, and each charge will be billed separately; and

RESOLVED FURTHER, that where no Member corrections are required during First Inspection, that no fee will be charged for a Final Inspection; and

RESOLVED FURTHER, that the first inspection portion of the fee will be billed as a chargeable service to the seller upon completion of the first inspection, and the final inspection portion of the fee will be collected through escrow upon closing; and

RESOLVED FURTHER, that Resolution M3-80-44 adopted April 15, 1980 and M3-80-145 adopted December 16, 1980, and 03-07-119 adopted December 18, 2007 are 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.

Director Rane-Szostak made a motion to table the Resolution for Revised Resale Inspection Fee for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Lewis seconded the motion.

Hearing no changes or objections, the motion was called to a vote and passed unanimously.

14. Third Mutual Committee Reports

- a. Report of the Finance Committee / Financial Report – Director Rane-Szostak. The committee met on June 6, 2023; next meeting is August 1, 2023 at 1:30 p.m. in the Board Room and as a virtual meeting.
 - (1) Treasurer's Report
 - (2) Third Finance Committee Report – None
 - (3) Resales/Leasing Reports
- b. Report of the Architectural Controls and Standards Committee – Director Prince. The committee met July 6, 2023; next meeting is August 14, 2023 at 1:30 p.m. in the Board Room and as a virtual meeting.
- c. Report of the Maintenance and Construction Committee – Director Engdahl. The committee met on July 11, 2023; next meeting is August 30, 2023 at 1:30 p.m. in the Board Room and as a virtual meeting.

- (1) Report of the Garden Villa Recreation Room Subcommittee – President Laws. The subcommittee met on July 5, 2023; next meeting is November 1, 2023 at 1:30 p.m. in the Board Room and as a virtual meeting.
- d. Report of the Landscape Committee – Director Lewis. The committee met on July 6, 2023; next meeting is August 3, 2023 at 9:30 a.m. in the Board Room and as a virtual meeting.
- e. Report of the Water Conservation Committee – Director Rane-Szostak. The committee met on April 27, 2023; next meeting is July 27, 2023 at 2:00 p.m. in the Sycamore Room.
- f. Report of the Resident Policy and Compliance Committee – Director Laws. The committee met on June 27, 2023; next meeting is July 26, 2023 at 9:30 a.m. in the Board Room and as a virtual meeting.

15. GRF Committee Highlights

- a. GRF Finance Committee – Director Rane-Szostak. The committee met on June 21, 2023; next meeting is August 16, 2023, at 1:30 p.m. in the Board Room and as a virtual meeting.
- b. Compliance Ad Hoc Committee – Director Ginocchio. This committee met on July 14, 2023; next meeting is August 11, 2023.
- c. Security and Community Access Committee – Director Park. This committee last met on June 28, 2023, and the next meeting is August 23, 2023, at 1:30 p.m. in the Board Room and as a virtual meeting.
- d. Community Activities Committee – Director Bhada. This committee met on July 17, 2023; the next meeting is August 10, 2023 at 1:30 p.m. in the Board Room and as a virtual meeting.
- e. Information Technology Advisory Committee – Director Laws. This closed committee last met on June 30, 2023; next meeting is July 28, 2023 at 1:30 p.m. as a virtual meeting.
- f. Media and Communications Committee – Director Prince. This committee met on July 17, 2023; next meeting is September 18, 2023.
- g. The following GRF Committees have not met since the last Third Board Meeting of June 20, 2023:
 - i. Clubhouse Facilities Removation Ad Hoc Committee – Director Engdahl. This committee met on March 6, 2023 and March 15, 2023; the next meeting is TBA.
 - ii. GRF Landscape Committee – Director Lewis. This committee met on May 10, 2023; the next meeting is August 22, 2023 at 1:30 p.m. in the Board Room and as a virtual meeting.

- iii. Purchasing Ad Hoc Committee – Director Rane-Szostak. This committee last met on May 25, 2023 and the next meeting is TBA..
- iv. Website Ad Hoc Committee – Director Laws. The committee last met on May 22, 2023; the next meeting is TBA.
- v. Broadband Ad Hoc Committee – Director Cook. This closed committee last met on May 31, 2023; the next meeting is August 1, 2023.
- vi. Report of the Laguna Woods Village Traffic Hearings – Director Park. The hearings were held on May 17, 2023; next meeting July 19, 2023.
- vii. GRF Maintenance & Construction Committee – Director Engdahl. The committee met on June 14, 2023; next meeting August 9, 2023, at 9:30 a.m. in the Board Room and as a virtual meeting.
- viii. Disaster Preparedness Task Force – Director Park. The task force met on June 5, 2023; the next meeting is July 25, 2023 at 9:00 a.m. in the Board Room.
- ix. Mobility and Vehicles Committee – Director Bhada. This committee met on June 7, 2023; the next meeting is August 2, 2023 at 1:30 p.m. in the Board Room.

16. Future Agenda Items-- *All matters listed under Future Agenda Items are Resolutions on 28-day public review or items for a future Board Meeting. 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.*

- Approve the Revision to Architectural Standard 42: Ramps
- Approve the Revision to Architectural Standard 16: Garage Doors, Sectional or One Piece
- Approve the Revision to the Alteration Fee Schedule
- Approve the Revised Resale Inspection Fee

17. Directors' Comments

- Director Yun commented on getting clarity on the finance report

18. 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 into closed session at 12:54 p.m.

Closed Session Agenda

Approval of Agenda

Approval of the Minutes

(a) June 20, 2023 – Special Closed Meeting

Discuss and Consider Member Matters

Discuss Personnel Matters

Discuss and Consider Contractual Matters

Discuss and Consider Litigation Matters

19. Adjournment

The meeting was adjourned at 4:59 p.m.

DocuSigned by:

N. Cris Prince

N. Cris Prince, Secretary of the Board
Third Laguna Hills Mutual



STANDARD 41A: SOLAR PANELS, 2 STORY BUILDINGS
ADOPTED JULY 2023, RESOLUTION 03-23-76

1.0 GENERAL REQUIREMENTS

See Standard 1: General Requirements

2.0 APPLICATIONS

- 2.1** Solar Panel refers to roof mounted panels that use solar energy to either heat water directly (Solar Water Heating System), or to generate electricity using photo-voltaic cells (Solar Electric System).
- 2.2** This section refers to flat roofs and pitched roofs of two-story dwellings. The system shall be designed so the panel array does not encroach outside of the area allocated on the roof for each owner of a manor. Refer to Pages 5, 6, 7, 8 and 9 for typical roof allocation on flat roofs of 6-, 8-, and 12- unit buildings respectively and Page 10 for Seville style buildings. Roof allocation plans for all other types of roofs will be prepared by Manor Alterations when a request is received. Existing solar systems that have been properly approved are grandfathered in.
- 2.3** All costs and maintenance of the alteration, present and future, are the responsibility of the Mutual Member.
- 2.4** Detailed, site-specific plans for all water and electrical lines for the solar panel installation, including penetrations, shall be submitted to the Manor Alterations Department for approval.
- 2.5** Structural details and calculations for the installation of the proposed solar system existing roof structure, signed and wet-stamped by a California-licensed engineer are required to ensure the solar panel system does not compromise the existing roof structure and that the roof is adequate to accept attachments and to support all applied loadings. Consult with the City for additional requirements.
- 2.6** Solar Panels installed on pitched roofs with light weight tile require that the entire section from roof ridge to the edges be removed and replaced with CertainTeed Landmark TL composition shingle roofing or equivalent in all major aspects (aesthetics, materials and warranty) on the entire roof area where the array will

be located. The roof must then be trimmed with light weight tiles (LWT) to match in materials and appearance of the original roof being replaced. The current composition shingle roofing standards for waterproofing the roof at the time of installation must be followed and will include a single layer underlayment, drip edge metal, step flashings at existing skylights and chimneys, penetration flashings for all vents and vent pipes, and valley metal at valley areas.

- 2.7** PVC Flat roof under warranty with the Mutual's reroofing contractor shall require the roofing contractor holding the warranty to complete the roof tie-in work at the member's expense. PVC Flat roofs that remain under a Johns Manville (JM) materials warranty shall require a Johns Manville (JM) Approved Contractor perform the tie-in work at the member's expense. Solar panel installations onto roofs outside of the warranty periods must be water tight and meet or exceed all current I.C.C. (International Code Council), State and City standards.
- 2.8** Flat roof mounting shall be set with the highest point flush with the top of the parapet wall so as to be hidden from the ground or surrounding properties. The lowest point of the solar array equipment shall be a minimum of 10 inches above the flat roof. The top stanchions and racking used to connect the array to the roof shall be water tight and meet or exceed all current I.C.C. (International Code Council), State and City standards.
- 2.9** The solar panel array must be located away from the edges of roofs and parapets as required by the City but not less than the clear perimeter around the edges of the roof shall be a minimum 2-foot-wide and must maintain sufficient clearance between any architectural features such as, but not limited to skylights, mechanical equipment, vent pipes and for the most direct path to these features in order to enable proper access for maintenance.
- 2.10** Water and electric lines must be set on blocking above the surface to facilitate re-roofing.
- 2.11** Detailed plans of the installation of roof jacks (flashing, vents, or planking for installation of Solar). Should be submitted to Manor Alterations for approval, and installation of roof jacks, including hot mopping and/or flashing, is required to be completed during original installation.
- 2.12** Lag screws must have adequate pullout strength and shear capacities.
- 2.13** The member is responsible for the maintenance and repair of the roof penetrations required for the installation of the solar system, and for any damage caused by these alterations.
- 2.14** Connections to the manor's electrical system must be coordinated with the local electric utility.

- 2.15 Solar Electric Panels, and their associated electrical components, must be UL approved, or comply with equivalent international standards.
- 2.16 All solar panel installations located on the roof of a unit that is under warranty must be inspected and approved, in addition to any required City inspections, by a VMS Inc. Roofing Inspector before the solar array is installed, after roof penetrations are complete, and prior to a final inspection of the Mutual Consent. If re-roofing is required for the solar panel installation, in addition to any City-required inspections, inspections by a Mutual inspector will be performed prior to finalizing the mutual consent.
- 2.17 Approved locations for Energy Storage Devices: As per California and City code, all energy storage device installations must be inspected by OCFA. Installation must be on the exterior walls, in the garage, or in a California and City code compliant interior area of the manor. Energy storage devices visible to the members must be painted to match the wall it is mounted on or be screened with an approved enclosure that complements the architecture of the building.
- 2.18 The Mutual Consent processing time for Solar Panel installation requests is to be completed within 45 days from receipt of a **complete application submission**. If Manor Alterations and the Board fail to approve or deny a complete application within 45 days of receipt of the application, it auto defaults to an approved application.

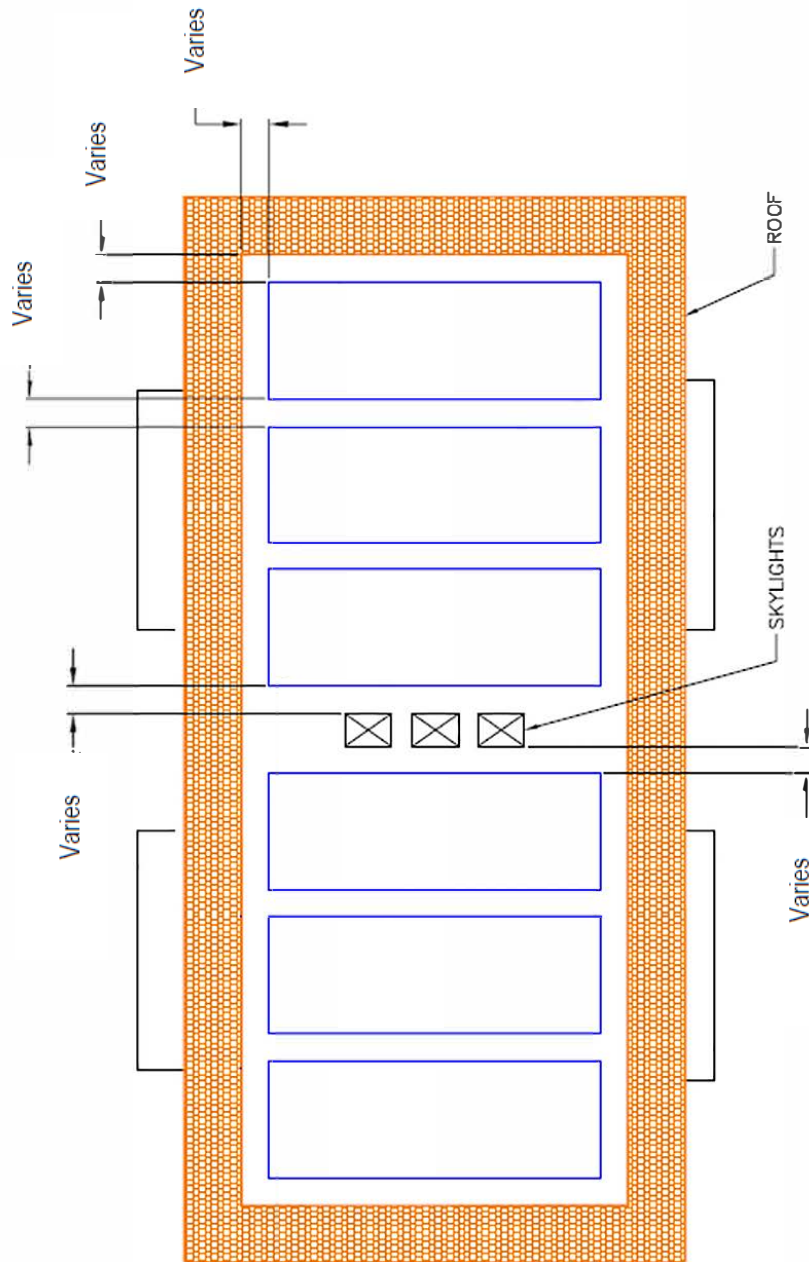
3.0 **OBLIGATIONS**

- 3.1 Due to all exterior locations classified as 'exclusive use common area' or 'common area', a Common Area Exclusive Use Revocable License or equivalent current document for Mutual approval to provide rights to utilize common area must be completed prior to the installation of any solar array. Each Manor is allocated a weighted percentage of available roof space. Each Manor's Solar Panel allocation is estimated at 200 sq. ft. This is not a guarantee of allocation. This is an approximation to provide Members an understanding of the limited amount of roof space available. The Members or their Solar Consultant will submit a complete Mutual Consent application with scope of work and the precise location of the solar system within the allocated space for review and approval by Manor Alterations.
- 3.2 For continuous roofs that cover more than one manor, if the roof is required to be replaced, the member may limit the replacement of roof to the projected area of the manor requesting approval for the solar installation. A 3-ft roof transition will be required between the new roof and the existing roof and said transition will take place within the above described area.
- 3.3 Member accepts responsibility and agrees to pay for repairs to common areas,

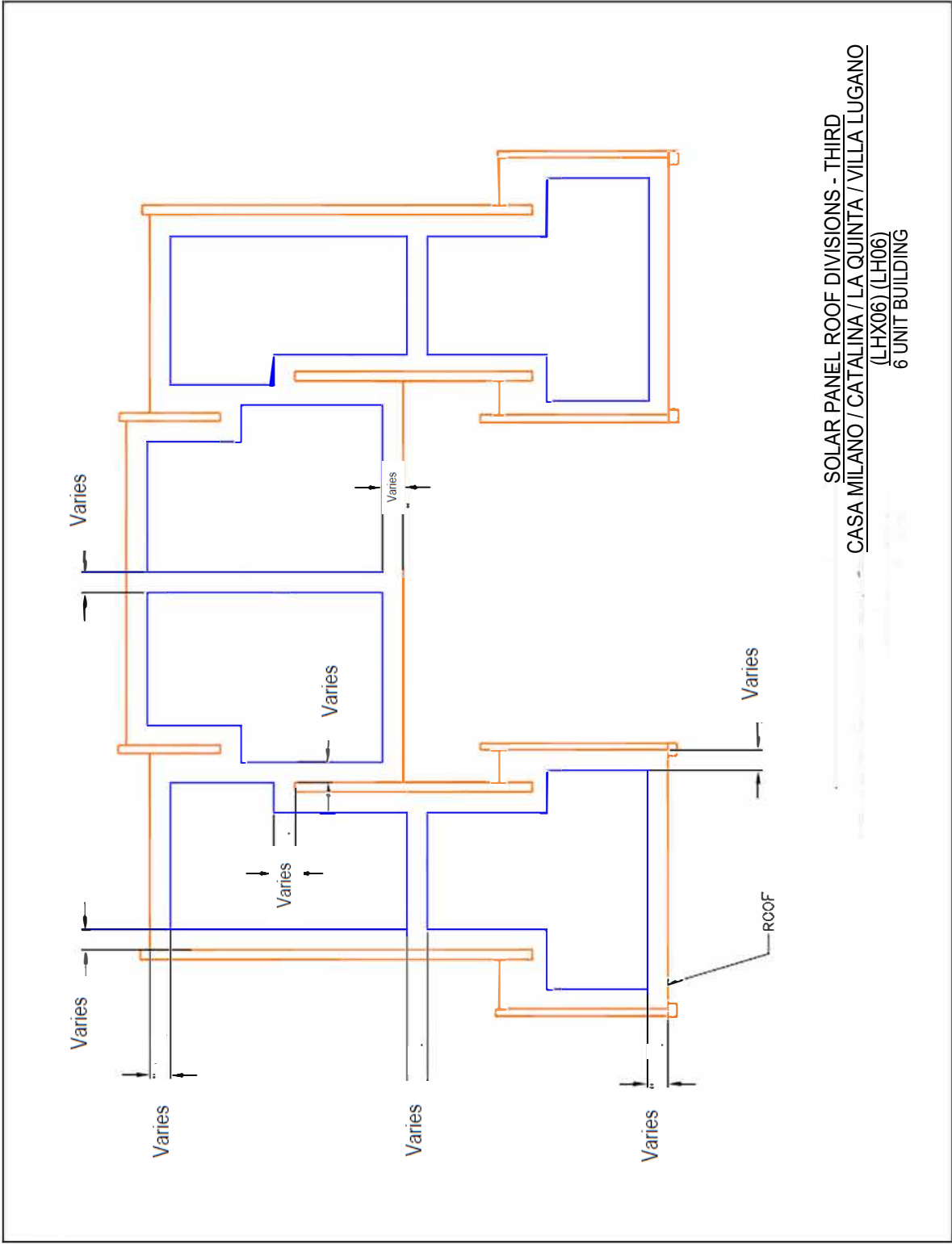
including but not limited to roofing, framing, wiring and drywall caused, in whole or in part, by Member's solar panels or their installation, operation, maintenance or removal; and, Member accepts all responsibility for damage to Member's Manor or other Manors or to personal property caused or contributed to by the installation, operation, maintenance or removal of the solar panels.

- 3.4** The Member is responsible for, and will bear all costs associated with removing, altering, covering or reinstalling the alteration as may be necessary or appropriate to allow the Mutual to conduct maintenance or repairs of common area. The Mutual will endeavor to give a minimum of thirty (30) days advance written notice (unless it is an emergency) of the need to remove, alter, cover or replace the solar panel. Failure to complete the required work within the allowed time will require that the Mutual perform the removal, alteration, or covering at the Member's cost, which will be billed as a Chargeable Service to the Member. Re-installation of any components removed by the Mutual as a chargeable service remains the responsibility of the member.
- 3.5** The Member is responsible for, and will bear all costs associated with, clean-up or repair of Mutual owned or controlled property made necessary by or resulting from the alteration.
- 3.6** All costs associated with roof replacement above and beyond the typical cost for roof replacement due to the solar panel installation shall be borne by the Member(s) as per Section 3.4 above. Alternatively, member may assume full responsibility for the future maintenance, repair and replacement of the roof in lieu of removing and re-installing the solar panel system. If this option is selected, the existing roof will be considered an alteration.
- 3.7** The roof area for possible solar panel installation is allocated only to the roof space in a first come first serve capacity. The member's solar panels may not be directly above their Manor. It is Member's responsibility to ascertain and adapt to any roof interference by vents or other roof installations already in place.
- 3.8** Upon sale of Member's Manor, all obligations herein shall apply to all subsequent owners of the Manor.
- 3.9** When applicable, the solar installer and his roofer will provide a copy of the composition shingle manufacturer's warranty and will provide a separate labor and materials warranty of 5 years for the composition shingle roof installation. If any leaks occur on a roof so constructed, the solar installer will remove the solar equipment, repair the roof and put back the solar equipment at no cost to the Mutual. If the solar installer/roofer chooses not to comply with this requirement, then the Mutual Roofing Contractor must be hired to do the roofing work at the member's expense.

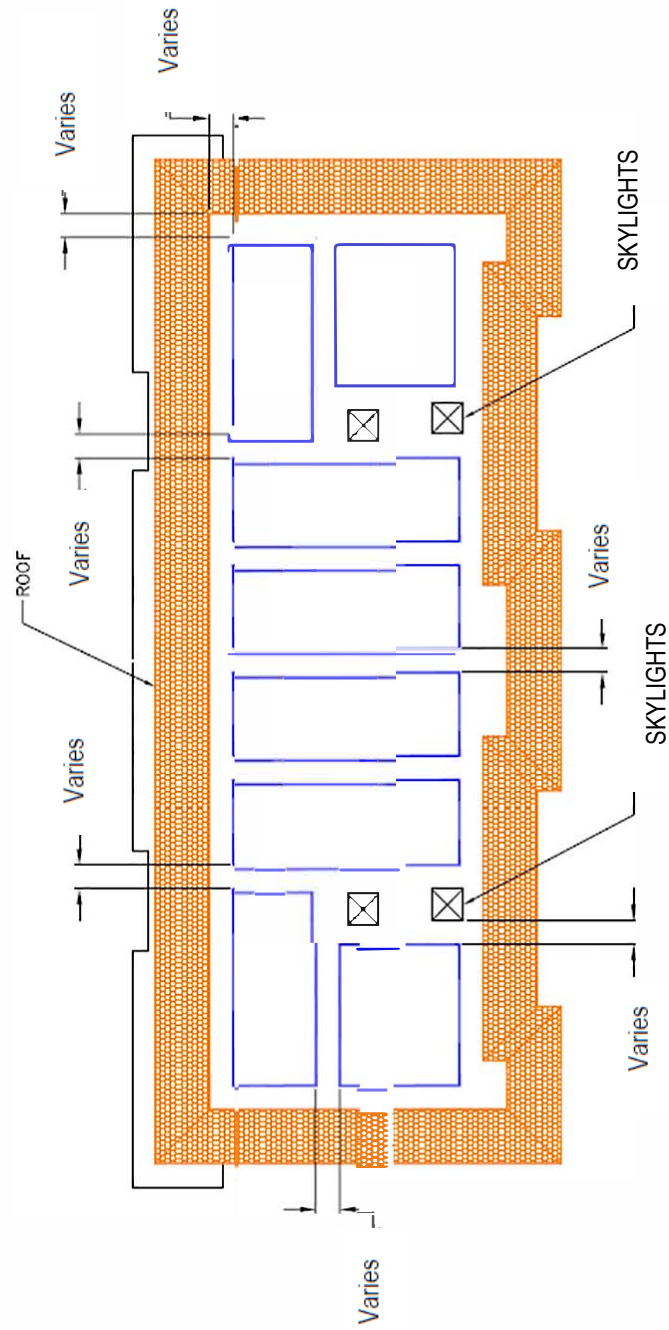




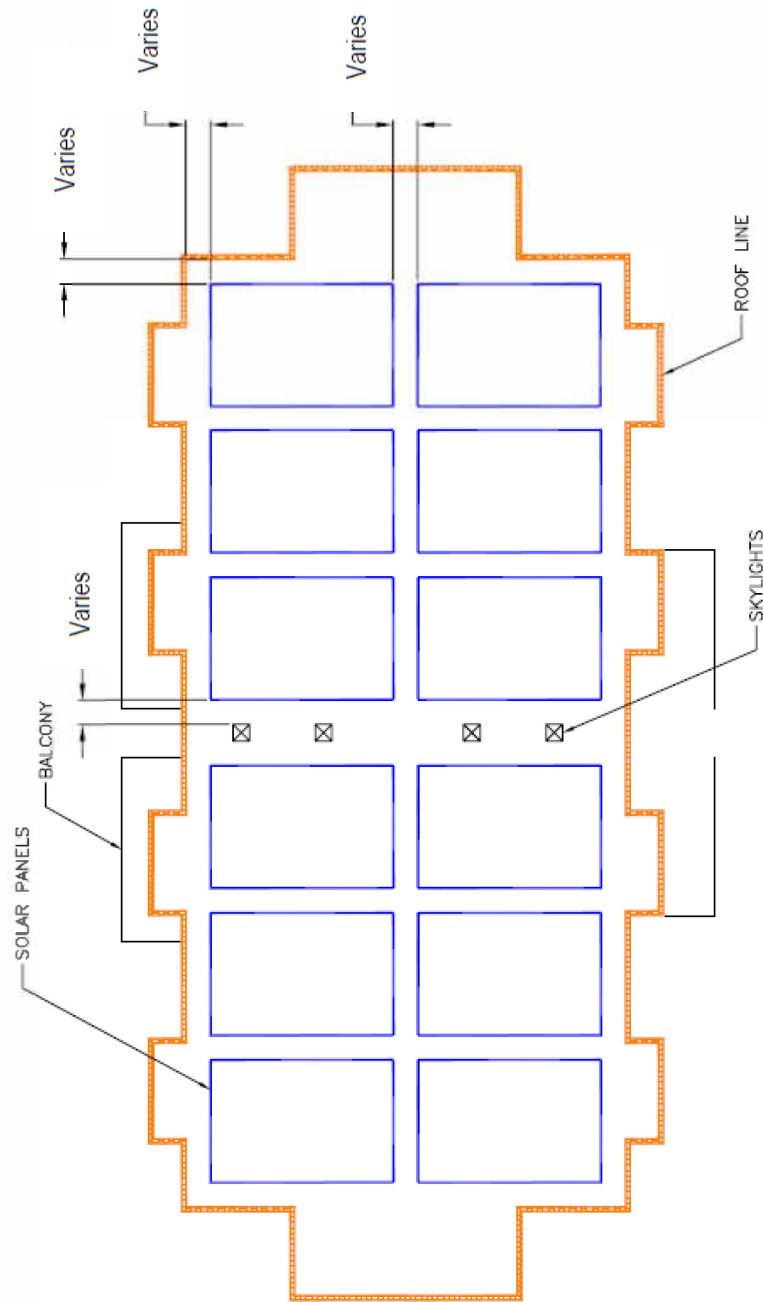
SOLAR PANEL ROOF DIVISIONS
 CASA LINDA / CASA VISTA (11-06)
 6 UNIT BUILDING



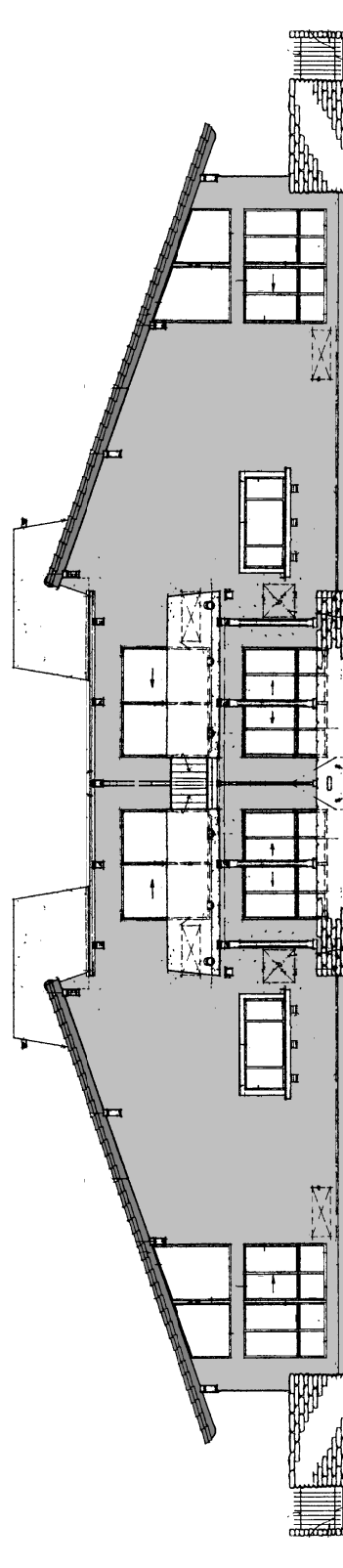
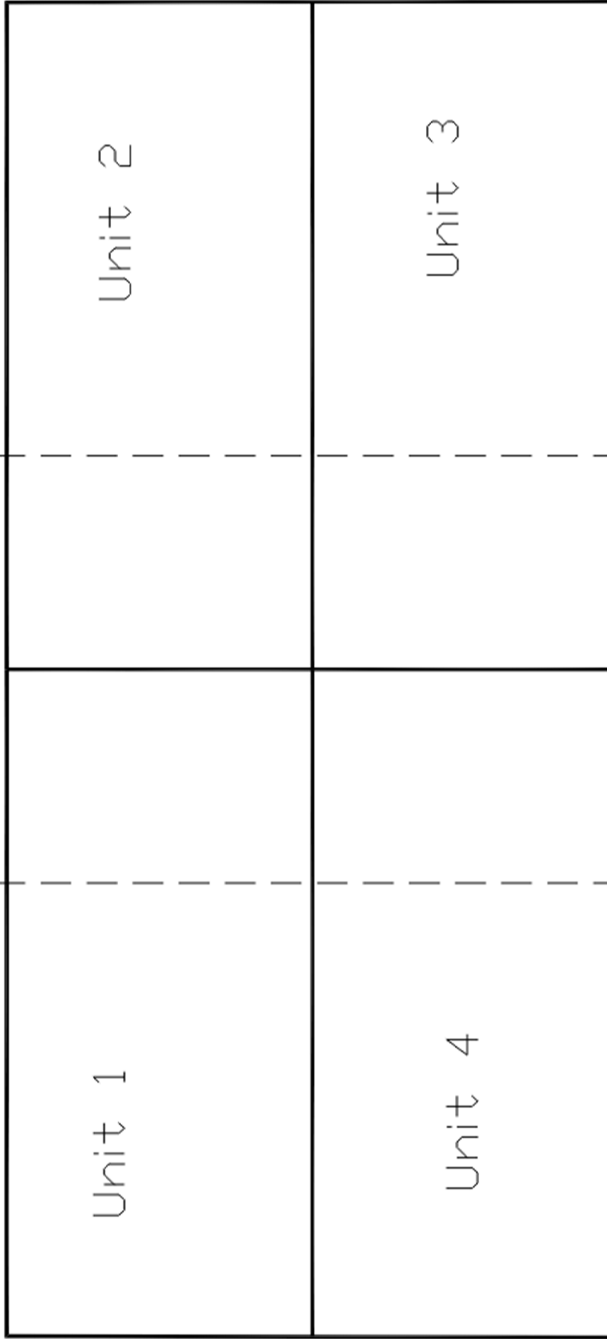
SOLAR PANEL ROOF DIVISIONS - THIRD
CASA MILANO / CATALINA / LA QUINTA / VILLA LUGANO
(LHX06) (LH06)
6 UNIT BUILDING



SOLAR PANEL ROOF DIVISIONS
CASTILLA / LA BRISA (HH08)
 8 UNIT BUILDING



SOLAR PANEL ROOF DIVISIONS
MONTEREY / CORONADO (PQ-12)
12 UNIT BUILDING



SOLAR PANEL ROOF DIVISIONS - THIRD
SEVILLE
4 UNIT BUILDING



STANDARD 1: GENERAL REQUIREMENTS

ADOPTED JANUARY 2018, RESOLUTION 03-18-12

REVISED JULY 2023, RESOLUTION 03-23-77

- 1.1** MUTUAL CONSENTS, CITY PERMITS AND FEES: A mutual consent is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both mutual consent and City permits shall be paid by the Member and/or his or her contractor. When City permits are required, the Member and/or his or her contractor must provide a copy of the City permit to the Manor Alterations Division prior to beginning work.
- 1.2** MEMBERS' RESPONSIBILITY: The Member is solely responsible for the maintenance, repair, and/or removal of all alterations performed by the Member and/or his/her contractor.
- 1.3** CODES AND REGULATIONS: All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the City-adopted Building Code.
- 1.4** WORK HOURS: Construction hours, except for staff who will work according to staff hours, are from 7:00 am to 5:00 pm Monday through Saturday; however, only work that does not result in excessive noise (quiet hours), such as the unloading and loading of tools and materials, is allowed Monday through Friday between 7:00 am to 8:00 am and from 7:00 am to 9:00 am on Saturdays.

No work whatsoever shall be permitted on Sunday or the following holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November) and Christmas Day (December 25).

Note that Member and/or his/her contractor must coordinate with the City any work that is performed outside the City working hours or on City-observed holidays.

- 1.5** PARKING: Parking of contractors or other invitees' vehicles is prohibited in covered resident parking (unless the Member has given the contractor or other invitees expressed written permission to park in their assigned space and only in their assigned space). Parking passes must be obtained through Resident Services. Parking passes must be displayed in the windshield at all times. Contractors or other invitees must park on the street unless the

member has given the contractor written permission to park in their spaces. To the extent possible, contractors' or other invitees' vehicles should be limited in number. Contractors may temporarily park as close to the resident's units, turn their hazard lights on and unload/load equipment and materials in a reasonable amount of time.

- 1.6** PLANS: The Member applying for a Mutual Consent shall provide to the Manor Alterations Division a detailed plan(s) indicating all work to be done, i.e., size, location, description and specifications.
- 1.7** DUMPSITES: The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The use of drop cloths is required for all common area being traversed during the removal and installation of materials known to cause dust and debris. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily.

**USE OF COMMUNITY WASTE REMOVAL LOCATIONS FOR
CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.**

Cleaning of paint tools, buckets, or equipment must be contained in trays and ground cover protected with drop cloths or plastic in common areas. The location of contractor's or member's dumpsters and dumpster bags, must be approved by Security. Wood boards or plywood shall be placed under dumpster wheels to provide protection to ground surfaces.

- 1.8** CONTRACTOR: In addition to any other City requirements, all contractors performing work in the Village must be duly licensed by the State of California for the work that they are performing and be properly insured.
- 1.9** CONTRACTOR'S CONDUCT: Contractor's, their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Audio playing devices are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents. Contractors must adhere to the Mutual's "No Smoking" policy.
- 1.10** CONTRACTOR STAGING AREAS: Contractor must request an assigned staging area in the common area of the mutual before the commencement of the project. The request for common area usage must be approved by Manor Alterations. Staging areas must be no larger than 20'X20' and remain clean and organized. All power cords, extension cords and miscellaneous cords must be delineated by cones. They must also be safely taped down and secured when crossing any and all walkways. All materials and tools must be removed at the end of business, unless overnight storage of materials and tools in common areas is permitted with preapproval by Manor Alterations. The tools must be covered with tarps or drop cloths for overnight storage. Any damage to common area must be repaired to mutual standards.



Resolution 03-23-78
Lease/Rental Authorization Policy and Application

WHEREAS, Civil Code § 4739 of the Davis-Stirling Act, effective January 1, 2023, provides that owners of a separate interest in a common interest development shall not be subject to any provision in the governing documents that prohibits an owner from renting or leasing out a portion of an ***owner-occupied*** unit for a period of more than 30-days, (i.e. owners of a separate interest in the Mutual are permitted to rent or lease out a portion of the owner-occupied unit to a tenant, so long as that lease term is a period of more than 30-days, and the Mutual need not allow owners of a separate interest to rent a portion of the owner-occupied unit to a tenant for a lease term of a period of less than 30-days); and

WHEREAS, the Third Mutual Board recognizes the need to amend its Lease Authorization Policy and Application to align with the new law;

NOW THEREFORE BE IT RESOLVED, July 18, 2023, that the Board of Directors of this Corporation hereby approves and adopts the revised Lease/Rental Authorization Policy and Application, as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that staff is authorized to make any insignificant housekeeping changes to the Application form which shall not constitute a change to the Policy or need Board approval; and

RESOLVED FURTHER, that Resolution 03-21-04 adopted January 19, 2021, 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.



Lease/Rental Authorization Policy Contents

	Page
Section I – Purpose	3
Section II – Definitions	3
Section III – Fees	5
Section IV – Terms and Conditions	5
A. General Information	5
B. Charges	7
C. Assignment of Rents	7
D. ID Cards and Privileges	8
E. Occupancy	9
F. Move In/Move Out and Bulky Items Delivery/Pickup	10
G. Alteration, Repairs and Maintenance	11
H. Insurance	11
I. Rights and Remedies	12
J. Enforcement	14
K. No Discrimination	14

To view this Lease/Rental Authorization Policy and Application package online, visit lagunawoodsvillage.com and click on Neighborhoods/Realtor & Escrow Information/Leasing Package/Third Laguna Hills Mutual



Lease/Rental Authorization Policy

Adopted July 18, 2023

Resolution 03-23-78

I. Purpose

Third Laguna Hills Mutual (“Third”) authorizes Owners to lease their Unit (also referred to herein as “Manor(s)”). Effective January 1, 2023, California Civil Code § 4739, permits Resident Members to rent a portion of their Resident Member occupied Manor to an individual for a period of more than 30-days. Any lease entered into by a Non-Resident Member and Lessee 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/Rental Policy which shall be a governing document of Third and shall be enforceable against all Members.

II. Definitions

For the purposes of this Lease/Rental Policy, the definitions set forth below shall apply. To the extent any term is capitalized herein but not defined, the definition set forth in Third’s CC&Rs and/or Bylaws shall apply.

- A. Agent:** Individual employed by Village Management Services Inc. (“VMS”) authorized to act on behalf of Third.
- B. Application:** The Lease/Rental Authorization Application form (also known as “Lease/Rental Authorization” after approval by Third of the Application) prescribed by Third to apply for approval to lease a Manor or rent a portion of a Manor. A copy of the Lease/Rental Authorization Application can be picked up from the Leasing/Rental Office or downloaded from the website at <https://www.lagunawoodsvillage.com>. Any changes to the Application shall not be deemed a change to this Lease/Rental Policy which requires notice to the Members of Third Mutual.
- C. Approval:** Written authorization to lease a Manor or rent a portion of a Manor 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 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.** 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, or any other person that qualifies pursuant to Section 51.3 of the California Civil Code.
- H.** Golden Rain Foundation (GRF): The nonprofit mutual benefit corporation organized to manage and maintain the Community Facilities and services for the Community.
- I.** Governing Documents: Any reference to Governing Documents herein shall be deemed to include the Articles of Incorporation, Bylaws of Third, the recorded Covenants, Conditions, and Restrictions (CC&Rs) applicable to any Manor and any rules and regulations adopted by Third.
- J.** GRF Rules: The Articles of Incorporation, Bylaws, and any rules and regulations related to the Community Facilities adopted and enforced by GRF.
- K.** Identification (ID) Card: Photo ID card issued by GRF to Members, Co-occupants, Lessees, Renters, and private live-in caregivers of the Community authorizing use and access to the Community Facilities.
- L.** Lease/Rental Office: Located in the Resident Services Department in the Community Center, which shall ensure that a Lease/Rental Authorization Application submitted by an Owner/Resident Member comports with the Governing Documents.
- M.** Lease/Rental Authorization Extension: Parties to the lease/rental agreement may request an extension of time at the end of the lease/rental authorization period if the original term of the lease and/or rental is shorter than 12 months, subject to the Board of Director's prior written approval.
- N.** Lease/Rental Authorization Renewal: Parties to the lease/rental authorization may request a renewal no more than 60 days prior to the end of the 12-month period.
- O.** Lease/Rental Policy: This policy that sets forth the rules, regulations and procedures that governs the leasing of a Unit or renting a portion of a Unit.
- P.** Lessee: Individual who leases a Manor from a Non-Resident Member.
- Q.** Manor: A residential condominium unit in Third, also known as a separate interest.
- R.** 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.
- S.** Non-Resident Member: A Member who does not personally reside in the Member's Manor.
- T.** Non-Resident Member Pass: Gate entry pass authorizing a Non-Resident Member access into



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.

- U.** 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.
- V.** Qualifying Resident: Any person who: (i) meets the age requirements as set forth in California Civil Code Section 51.3, et seq.; and (ii) has been approved by the Board of Directors for occupancy and ownership of a Unit, and membership in the Mutual pursuant to the terms of the Governing Documents.
- W.** Renter: A qualifying individual who rents a portion of the Resident Member occupied Manor.
- X.** Resident: A person who has been approved by the Board of Directors for occupancy.
- Y.** Resident Member: A Member (owner) who resides in the Member's Manor.
- Z.** RFID: Radio Frequency Identification tag placed on a Member's vehicle to gain access into the Community via the automated gate system.
- AA.** Rush: Application submitted fewer than 10 business days before the lease/rental effective start date.
- BB.** Village Management Services Inc. (VMS): Managing agent for Third and GRF.

III. Fees

Owners and Resident Members applying to lease out their Unit or rent out a portion of the Resident Member occupied Unit shall pay the fees associated with the review, processing, and approval of the Lease/Rental Authorization Application. The fees shall be as set forth in the Fee Schedule which will be distributed upon request.

IV. Terms and Conditions

A. General Information

1. Authorization to lease a Unit or rent a portion of a Unit shall be effective only when approved in advance, in writing by Third or by an authorized VMS staff member(s) of Third; the approval of any lease or rental shall be subject to the minimum term as specified herein.
2. The minimum term of a lease between the Owner and Lessee must: (1) be more than thirty (30) days; and (2) be subject to this Lease/Rental Policy.



3. The minimum term of a rental agreement between the Resident Member and Renter must: (1) be more than thirty (30) days; and (2) be subject to this Lease/Rental Policy.
4. The term of the Lease/Rental Authorization shall not exceed 12 months. In the event that the term of a lease and/or rental agreement exceeds 12 months, the Owner and/or Resident-Member must apply to renew the Lease/Rental Authorization on an annual basis.
5. A copy of a pending written lease/rental agreement between parties must be provided to Third prior to the Lessee's or Renter's move-in to the Member's Manor. It is the responsibility of the Owner or Resident Member to provide Third with an executed lease/rental agreement once Lease/Rental Authorization is granted by Third.
6. Renewal of the Lease/Rental Authorization shall require the prior written approval of Third, provided that Third shall not be obligated or have any duty to, but shall have the right in its sole and reasonable discretion, to approve such extension or renewal regardless of a Member, Lessee's or Renter's circumstances unless otherwise required by law.
7. Any Owner who leases or rents a portion of the Unit is required to comply with all disclosure requirements pursuant to California law, including without limitation, all disclosures related to asbestos, lead based paint, bed bugs, registered sex offender database, no-smoking policy, existence of toxic mold, and/or any death on the property. It is the sole responsibility of the Owner who is leasing their Unit or renting a portion of their Unit to determine, pursuant to California law, and provide such disclosures to any prospective lessee or renter. Each Member hereby agrees to indemnify, defend, and hold harmless Third and its Directors, officers, agents, representatives, employees, and attorneys, as may be applicable, from and against any and all claims by Lessee, Renter or any third party that Third failed to provide any disclosures as required by this Lease/Rental Policy or pursuant to California law.
8. 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 in Third's Governing Documents and Third's "Private Caregiver Policy."
9. 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 Governing Documents.
10. Third, GRF and VMS are not parties to the terms of a lease or rental agreement between the Member and Lessee or Renter, and will not be involved in resolving any disputes between the Member and Lessee or Renter; provided, however that if a Member is in violation of the Governing Documents, GRF Rules and/or this Lease/Rental Policy, or if a Lessee or Renter is violating the Governing Documents, GRF Rules and/or this Lease/Rental Policy, Third shall have all rights and remedies available to it under the Governing Documents, GRF Rules, and/or this Lease/Rental Policy.



11. The Lease/Rental Office will notify the Member of the approval/denial status of the Application within ten (10) business days of its written submittal. The Mutual reserves the right to charge a rush fee if any Member requests for expedited services prior to the routine ten (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.
12. Third has adopted a No-Smoking Policy and each Member shall be responsible for any and all violations of said No-Smoking Policy by Member's Lessee or Renter. Third is authorized to take disciplinary action against a Member for any violation of this section.
13. Each Member shall be responsible for any and all violations of the Governing Documents, GRF Rules, and this Lease/Rental Policy committed by Member's Lessee, Renter, or any guest or invitee, vendor, contractor or care provider of Member, Lessee or Renter, of the Member's Unit.
14. Each Member shall at all times be responsible for the acts or omissions of, without limitation, the Member's Lessee, Renter, or any guest or invitee, care provider, vendor, or contractors of the Member's Lessee/Renter.
15. Each Member shall be deemed to have agreed to save, hold harmless, indemnify, and defend Third and its Directors, officers, agents, representatives, attorneys and employees from and against any and all claims, demands, actions, causes of action, liabilities, damages, and expenses arising out of, or incurred as a result of, the rental/leasing of the Member's Unit, or any portion thereof, together with all costs, expenses, and actual attorneys' fees resulting therefrom.

B. Charges

1. Member, Lessee and Renter acknowledge that the Member is obligated to pay Charges and Assessments imposed by GRF and/or Third pursuant to this Lease/Rental Policy and the Governing Documents. See Section III of this Lease/Rental Policy.
2. The Member, Lessee or Renter 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.
3. Payment for chargeable repair services is the responsibility of the Member who must indicate on the Lease/Rental Authorization Application whether Lessee/Renter 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/Rental office to review and process any new/extension/renewal applications, which include, but are not limited to analysis of payment and disciplinary history. The fee shall be published by the Mutual, as set forth in Section III of



this Lease/Rental Policy.

5. An authorized and/or designated VMS staff member(s) for the Third Board of Directors assumes responsibility for obtaining Board approval and issuing Lessee or Renter 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, Lessee and Renter each acknowledge and agree that the Member hereby assigns to and confers upon Third, and/or its agent, the right to collect and retain the rent payable by the Lessee or Renter 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, Lessee, and Renter 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/Renter at the Manor a "Notice of Assignment of Rents". Upon receipt of such notice, the Lessee/Renter shall directly forward all payments of rent required under the lease/rental agreement to Third at the address set forth in the notice until the Lessee shall receive a second notice to the effect that the Lessee/Renter may again resume making rental payments directly to the Member.
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 thirty (30) business days of receipt of such rental payment.
4. Member acknowledges and agrees that the Lessee/Renter 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/Renter under the lease/rental agreement or otherwise based on the Lessee's/Renter's direct payment of rent to Third following receipt of a "Notice of Assignment of Rents".
5. **Third Not a Landlord.** The exercise and enforcement of Third's rights under this Lease/Rental Policy shall in no way constitute Third as a landlord or lessor under any lease and/or rental agreement, and Third shall have no such responsibility. Each Member hereby agrees to indemnify, defend, and hold harmless Third and its Directors, officers, agents, representatives, employees, and attorneys, as may be applicable, from and against any and all claims by Lessee, Renter or any third party that Third failed to fulfill the duties of landlord or lessor under any lease and/or rental agreement for the Member's Unit.



6. **Process to Effectuate Assignment of Rents.** An assignment of rents pursuant to this Lease/Rental Policy shall only be effective if it complies with the requirements of Section 2938 of the Civil Code and any other applicable law. Any costs and fees incurred by Third in effectuating an assignment of rents pursuant to this Lease/Rental Policy shall be considered a cost of collection of delinquent Assessments, for which the applicable Member shall be responsible.

D. ID Cards and Privileges

1. Lessee or Renter ID Cards shall be issued for a period not longer than the duration of the Lease/Rental Authorization.
2. Lessee or Renter ID cards are not issued until all paperwork required pursuant to this Lease/Rental Policy is received and the Application has been approved in advance in writing by Third.
3. Lessee or Renter ID cards and resident RFIDs will be available no sooner than seven days prior to the lease/rental start date unless Third approves a lease/rental agreement under the Rush standards referenced herein.
4. Member acknowledges and agrees that the privileges of membership in GRF are granted and assigned to Lessee and Renter for the duration of the Lease/Rental Authorization period; and Non-Resident Member, while leasing the Unit, hereby surrenders all Resident ID Card(s) and Resident Decal(s) and RFID(s) and the right to such privileges while the Lease/Rental Authorization is in effect in accordance with the Governing Documents. Upon surrender of the card, decal and RFID, the Member is given a Non-Resident Member Pass that provides the Member access into the Community for the limited purpose of accessing and inspecting the leased premises. This pass does not permit use of or access to the Community Facilities. Lessees and Renters may use the facilities and receive the services made available by GRF to all Members, subject to the GRF Rules. Pursuant to the GRF Rules, the facilities and services may be modified or discontinued by GRF at any time.
5. At the end of the Lease/Rental Authorization period, the Member is required to return all gate entry passes including ID cards, automobile decals, RFIDs, guest passes, business passes and care provider passes in order to avoid a GRF non-return fee. (See Section III, Fees).

E. Occupancy

1. Members may obtain/perform both background and credit checks on new Lessees or Renters as well as check references provided by the Lessee or Renter to protect such Member's interests, given that the Member will be held responsible for the acts and/or omissions of their Lessees/Renters who violate Third's Governing Documents.



2. No person, including but not limited to a Lessee or Renter, 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. Members should obtain a copy of the Application from VMS as set forth herein.
4. 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/Rental Authorization, except in the instance of a Renter.
5. 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, Co-Occupant, Lessee or Renter.
6. 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. The number of persons residing in a residence at any time shall comply with Third's CC&Rs, Bylaws, rules, policies and this Lease/Rental Policy, as well as all City, County and State codes, regulations, and ordinances regarding the occupancy of residential dwellings, and may not exceed any occupancy limits established under such codes, regulations, or ordinances. There are additional monthly GRF and Third Laguna Hills Mutual fees for each person in excess of two.
7. The Manor shall be used and occupied solely as a private residential dwelling and for no other purpose.
8. No person shall reside in a Manor, other than those listed on the approved Lease/Rental Authorization.
9. No business or commercial venture may be conducted in the Manor.
10. Except for the approval of a Renter, 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/rentals shall not be amended to add additional lessees or renters to an approved lease or rental during the approved lease/rental period.
11. Except as set forth in Civil Code § 4739, as provided for herein, and any other applicable State, County or City requirements, no room rental arrangement 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). Third will not approve any Lease/Rental Authorization amendment submitted for the purpose of adding



additional persons to a lease or rental during the term of a Lease/Rental Authorization.

12. 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) or Renter(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. When moving out of the Community, the Lessee or Renter is responsible for hauling away excessive materials/furniture. Bulky items are collected on a weekly basis free of charge. The Lessee or Renter shall contact CR&R at 949-625-6735 to obtain information on when the pick-up service is offered and what items can or cannot be hauled away.
4. 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.
5. 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 Governing Documents, including, but not limited to the GRF Rules and this Lease/Rental Policy.

G. Alterations, 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.
2. The Member and Lessee(s)/Renter(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. Only applications submitted by the Member will be considered by the Board. Lessees/Renters shall have no right to submit an application for structural alterations.



3. Lessee or Renter 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.
4. Lessee/Renter shall not be entitled to any abatement of rent payable by Lessee/Renter hereunder or to any rebate of rent to Lessee/Renter 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 and/or Renter's Manor.

H. Insurance

1. Lessee's or Renter's personal property is not insured by Third.
2. **Property Damage and General Liability Insurance.** Each Member is responsible for insuring his or her personal property located within the Mutual. Each Member is also responsible for insuring all buildings, structures, and other improvements contained within or located upon the Manor (including, but not limited to the Members' residences) against fire and other casualty. Nothing in this Lease/Rental Policy precludes any Member from carrying public liability insurance as he or she may deem reasonable, however, such insurance coverage may not adversely affect or diminish any coverage under any of Third's insurance policies. If any loss intended to be covered by insurance carried by or on behalf of Third occurs and the proceeds payable are reduced due to insurance carried by a Member, such Member shall assign the proceeds of the Member's insurance to Third, to the extent of such reduction, for application to the same purposes as the reduced proceeds are to be applied.
3. **Renter's and Landlord's Insurance.** A Member whose Manor is subject to a lease/rental agreement shall require as a term of the lease/rental agreement that the Lessee/Renter is required, at all times during the Lessee/Renter's tenancy and occupancy of the Member's Manor, to obtain and maintain "renter's insurance" of no less than fifty thousand dollars (\$50,000.00), insuring, including without limitation, the Lessee/Renter for general liability, property damage, and the replacement value of the Lessee/Renter's personal property and belongings located in the Manor from damage and loss. Such Member shall also be required to maintain "landlord's insurance" during the period of the lease/rental agreement under an insurance policy that covers the Member's Unit from financial losses connected with the Manor; such policy shall cover standard perils such as fire, and, to the extent commercially available, include coverage for accidental damage, malicious damage by tenants, and rent guarantee insurance.
4. **Proof of Insurance.** Duplicate copies of the insurance policies required under these Lease/Rental Policy shall be submitted by a Member to the Board upon request. Notwithstanding the foregoing, Third shall not have the obligation to confirm that any



Member or Lessee/Renter carries the insurance required under this Lease/Rental Policy and/or confirm the terms of any insurance purchased by a Member or Lessee/Renter.

5. **Lack of Insurance.** Third shall not be responsible for any damage or loss to a Member's Unit, another Unit, or the Common Area for which the Member is responsible and the Member does not maintain sufficient insurance coverage for the cost of repair and restoration of such damage or loss. Any failure by the Lessee/Renter to have renter's insurance shall be regarded as a material breach of the Lease/Rental Authorization.

I. Rights and Remedies

1. As a material part of the consideration to be rendered to Member under a Lease/Rental Authorization, Member hereby waives, to the maximum extent authorized by law, all claims against Third for damages to personal property in, upon or about said Manor and for injuries to persons in, upon or about said premises from any cause arising at any time.
2. Lessee or Renter 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 or misuse of the Manor by Lessee or Renter, or for Lessee's or Renter's failure to keep the Manor in good condition, or failure to perform or observe any of Lessee's or Renter's obligations under this Lease/Rental Policy. Third, GRF and VMS shall not be liable to Lessee or Renter 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 or Renter and shall be liable for any damages or financial expenses incurred by Third as a result of the Lessee's or Renter'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 or Renter 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 or Renter's misuse or neglect of the premises, equipment, apparatus or appurtenances. The Member and Lessee or Renter 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 or Renter. 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 or Renter.
4. In the event of any total or partial destruction of the Manor during the term of the Lease/Rental Authorization from any cause, the Member is solely responsible, to the fullest extent permitted by law, for terminating the Lease/Rental 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 the Lease/Rental Authorization .

6. In the event of any breach of this Policy by the Member and/or Lessee or Renter, Third shall have the same rights and remedies to enforce the Lease/Rental 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 Renter or otherwise act for the Member as may be necessary or appropriate in the event of any breach of the Lease/Rental Authorization or the Lessee's or Renter's failure to vacate following expiration of the Lease/Rental Authorization term. Third shall also have the right to bring an unlawful detainer action against the Member and/or Lessee or Renter 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/Rental Policy shall be deemed to create a landlord-tenant relationship between Third and the Member or Lessee or Renter.
7. Any notice to Member or Lessee 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 or to Lessee: at the Manor's address. Any notice to Third Mutual shall also be given by personal service, electronic document notice, or by registered or certified mail addressed to Third Laguna Hills Mutual Board of Directors at 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 this Lease/Rental 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 or Renter are entirely responsible for ensuring that the Governing Documents, GRF Rules and this Lease/Rental Policy are complied with by anyone they allow into the Community. This includes, without limitation, any Co-Occupant, Lessee, Renter, guest, care provider, vendor, invitee or contractor. Disciplinary action suspending or revoking a Member's privileges shall apply to the Member's Lessee or Renter, his or her Co-Occupants as applicable, and



their guest and invitees.

1. The Member and Lessee or Renter must read and agree to comply with and be bound by all the Governing Documents, the GRF Rules, and this Lease/Rental Policy.
 2. Nothing contained herein shall relieve Member of the performance of any obligation owed to Third and/or GRF under the Governing Documents and GRF Rules.
 3. The Member and/or Lessee/Renter is/are responsible for any visitor or guest who violates any Governing Documents, GRF Rules, and this Lease/Rental Policy, and for any Charges or Assessments incurred.
 4. Lessee or Renter shall be responsible to the Member to promptly pay when due, all charges and fees incurred by Lessee or Renter, guest or invitee for use of facilities or for services rendered by the Third and/or GRF. Notwithstanding the foregoing, whether or not Lessee or Renter 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 or Renter, their Co-Occupants as applicable, their guests and invitees.
- K. No Discrimination.** No Member shall execute or cause to be recorded any instrument that imposes a restriction on the rental or occupancy of the Member's Unit on the basis of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information, nor shall any Member discriminate against or harass any prospective Lessee or Renter of the Member's Unit because of such bases. Notwithstanding the foregoing, selection preferences based on age in the rental of a Member's Unit, imposed in accordance with Section 51 of the Civil Code or a federally approved housing program, as may be applicable, shall not constitute age discrimination.

-- END --



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.

Village Management Services Inc.

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



When you get approved, please set this up.

When seconds count, you can count on...



CodeRED is the community notification system used to call, text and/or email Laguna Woods Village Residents with time-sensitive and/or emergency information. This system is separate from the regular email information you may be receiving from the Communications Department, and requires a specific, unique enrollment.

Laguna Woods Village Security and Disaster Preparedness Task Force encourage you to take a few minutes to ensure we have accurate contact information for you so you are informed in the event of an emergency or threat to the Village. Safety is a two-way street. Be sure to register today to receive the information you need, when it matters, regarding events such as:

- Critical Power Outages
- Earthquake Emergency Procedures
- Evacuation
- Gate or Road Closures
- Safety Threats
- Fire

Please complete the form online through the Laguna Woods Village website. Go to www.lagunawoodsvillage.com, and look for the CodeRED icon at the top left of the home page.

You can be assured that all information provided for your CodeRED notification is confidential and will only be used to contact you in the case of an emergency.

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.



Third Mutual Lease/Rental Authorization Application and Procedures
Adopted July 18, 2023 – Resolution 03-23-78

Members applying for approval to lease their Unit or a rent a portion of their Resident Member occupied Unit, along with each of their prospective Lessees/Renters must fill out the Application on the following pages in order to obtain the necessary approval from Third for such Lease/Rental Authorization period. 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 Lease/Rental Authorization Application to the Leasing/Rental Office for board review. The Application is available for download at lagunawoodsvillage.com or upon request from the Leasing/Rental office.
- B. The Application and additional documentation must be submitted to the Leasing/Rental Office for new leases/rentals, renewals and extensions.

Required documentation:

- 1. Lease/Rental Authorization Application
 - 2. Check for processing fee made payable to GRF
 - 3. Member's resident ID card (only for initial lease), except in the instance of a room rental.
 - 4. Copy of proof of age/identity (driver's license, birth certificate or passport) for each Lessee/Renter
 - 5. Copy of the pending written lease/rental agreement between the Member and Lessee or Renter for the current year. Such agreement is not included with the Lease/Rental Authorization Application or provided by the Laguna Woods Village Leasing/Rental Office.
- C. The Board or authorized VMS staff member(s) will review the Lease/Rental Authorization Application and approve or deny the request in writing.
 - D. Upon receipt of a Lease/Rental Authorization Application for a new, renewal or extension, the Leasing/Rental Office will research and take into consideration whether the Member and/or Lessee / Renter 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/Rental 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/Rental 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 completed package can be mailed to the Lease/Rental Office at Laguna Woods Village, Attn Leasing/Rental Office, P.O. Box 2220, Laguna Hills, CA 92654-2220 / or dropped off in the black drop box in front of the Community Center entrance located at 24351 El Toro Road, Laguna Woods, CA 92637. The Leasing/Rental 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.



Third Lease/Rental Authorization Application

Unit No: _____

Return completed application to the Leasing/Rental Office located in Community Center at 24351 El Toro Road, Laguna Woods, CA 92637; phone 949-597-4323; email leasing@vmsinc.org

This Third Lease/Rental Authorization Application is subject to the terms and provisions of the Third Lease/Rental Policy and this Application incorporated herein by reference and made a part hereof and shall be effective when approved by the Mutual.

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

Information for Lessee/Renter #1		Lessee/Renter #1 ID No. _____
First Name:	Last Name:	
Telephone:	Cell Phone:	
Date of Birth:	SS#	
Email:		
Move-in Date:		
Prior Address:		
Information for Lessee/Renter #2		Lessee/Renter #2 ID No. _____
First Name:	Last Name:	
Telephone:	Cell Phone:	
Date of Birth:	SS#	
Email:		
Move-in Date:		
Prior Address:		

Third Mutual Lease/Rental Authorization Agreement

The undersigned acknowledges receipt of the Third Lease/Rental 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. By executing this Lease/Rental Authorization Application, all parties hereby agree to abide by the Lease/Rental Authorization and Terms and Conditions of the Lease/Rental Policy, if approved by the board of directors.

Acknowledgment	Initial(s)			
	Member #1	Member #2	Lessee/Renter #1	Lessee/Renter #2
I have received and read a copy of the Lease/Rental 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 or Renter.				
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)/Renter(s) have authorization to request repairs on behalf of the Member or work for which there is a charge? ☐ Yes ☐ No

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

ACTION BY MUTUAL BOARD OF DIRECTORS

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

Date _____

By _____
Authorized Agent

Adopted July 18, 2023