

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

**April 18, 2017**

The Regular Meeting of the Third Laguna Hills Mutual Board of Directors, a California non-profit mutual benefit corporation, was held on Tuesday, April 18, 2017 at 9:30 AM, at 24264 El Toro Road, Laguna Woods, California

Directors Present: Rosemarie diLorenzo Dickins, Burt Baum, Bill Walsh, Steve Parsons, James Tung, John Frankel, Bert Moldow, Annette Sabol-Soule, Susan Caine, Jules Zalon and Bunny Carpenter

Directors Absent: None

Staff Present: Open Session: Brad Hudson, Lori Moss, Leslie Cameron, Chris Spahr, Mark Stal and Ernesto Munoz

Executive Session: Brad Hudson and Leslie Cameron

Others Present: VMS Director Dennis O'Connor and United Director Cash Achrekar  
Executive Session: Sandra L. Gottlieb, Esq. of Swedelson Gottlieb

### **1. CALL TO ORDER**

Rosemarie diLorenzo Dickins, President of the Corporation, chaired and opened the meeting, and stated that it was a Regular Meeting held pursuant to notice duly given. A quorum was established, and the meeting was called to order at 9:30 A.M.

### **2. PLEDGE OF ALLEGIANCE**

Director James Tung led the Membership in the Pledge of Allegiance.

### **3. ACKNOWLEDGEMENT OF MEDIA**

A representative of the Laguna Woods Globe was present for the meeting, and the Channel 6 Camera Crew, by way of remote cameras, was acknowledged as present.

### **4. APPROVAL OF AGENDA**

Director Parson made a motion, seconded by Director Soule, to approve the agenda as presented. Director Parsons made a motion, seconded by Director Tung, to amend the agenda and move Item No. 7(c) 5241 Elvira to Item No. 15(a) for further discussion.

### **5. CHAIR'S REPORT**

President diLorenzo Dickins

- New legal counsel, Swedelson Gottlieb, has been hired.
- Elections will be coming up soon and being on the board is rewarding and exciting. If you have the commitment and a little bit of extra time please consider applying.

### **6. APPROVAL OF THE MINUTES**

Director Parsons moved, seconded by Director Baum, to approve the March 21, 2017 minutes. Director Moldow made a motion, seconded by Director Parsons, to amend page

16 of 65 and remove the entire sentence "Director Parsons seconded". By way of a unanimous vote the motion carried.

## **7. CONSENT CALENDAR**

Director Tung made a motion, seconded by Director Moldow, to move Item No. 7(c) 5241 Elvira to Item No. 15 (a) for further discussion. By way of a unanimous vote the remaining items on the consent calendar were approved as presented.

### **(a) Maintenance and Construction Common Area - Variance Request Resolutions:**

#### **RESOLUTION 03-17-35**

#### **Common Area - Variance Request**

**WHEREAS**, Ms. Sondra C. Baren 3386-C- Punta Alta, Third Laguna Hills Mutual, submitted a request for a variance to construct an alteration on Common Area as defined in the Declaration of Covenants, Conditions and Restrictions (CC&Rs); and

**WHEREAS**, Third Laguna Hills Mutual Board of Directors (the Board) has considered the request utilizing the Common Area Use Policy as approved by the Board via Resolution 03-15-155 as revised in accordance with California Civil Code § 4600 on October 20, 2015;

**NOW THEREFORE BE IT RESOLVED**, on April 18, 2017 the Board of Directors hereby approves the request for a variance to grant exclusive use of the subject common area to the requesting member due to the finding that the proposed alteration meets the following criteria:

1. The Mutual Member(s) at 3386-C must sign and submit to Third Laguna Hills Mutual, c/o VMS, Inc., Attention Pamela Bashline, Community Services Manager, the "Recordable Common Area Agreement" for the subject expansion utilizing Common Area.
2. All costs and maintenance of the alteration, present and future, are the responsibility of the Mutual member(s) at 3386-C.
3. Prior to the issuance of a Mutual Consent for Manor Alterations a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed alterations must be submitted to the Manor Alterations Department office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed alterations.

4. A required Mutual Consent for Manor Alteration(s) and a City of Laguna Woods permit must be obtained and the appropriate City of Laguna Woods permit number(s) must be submitted to the Permits and Inspections office located in the Laguna Woods Community Center. Both permits must be finalized within the prescribed timeframe for permits.
5. A required Mutual Roof Alteration Notification (Tie-In Form) must be submitted to the Laguna Woods Village Manor Alterations Department prior to the issuance of a Mutual Consent.
6. All landscape, irrigation, and drainage modifications associated with the alterations are to be completed by the Landscape Division at the expense of the Mutual member(s) at Manor 3386-C.
7. All alterations must be installed in accordance to California State Building Code, and Third Mutual Standard Section 6: Block Walls, Section 10: Exterior Doors, Section 18: Gutters and Downspouts, Section 34: Windows and Window Attachments.
8. Prior to the issuance of a mutual consent for manor alterations, Neighbor Awareness Form(s) must be obtained from the affected neighbor at 3387 and 3383 (Units A,B,O and N) No construction may proceed prior to receiving this executed form and approval by the Manor Alterations Department and the City of Laguna Woods.
9. Prior to issuance of mutual consent for manor alterations a "Recordable Common Area use Agreement" must be filed with the County Clerk.
10. During construction, both the mutual consent for manor alterations and the city building permit must be on display at all times in the front window.
11. Under no circumstances is construction waste allowed to be dumped in the Village trash bins. Construction waste must be disposed offsite by the contractor. Violation of this condition may result in disciplinary action!

**RESOLVED FURTHER**, the member is required to comply with all of the contingencies as presented in the report and approved by the Board; and

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

#### **RESOLUTION 03-17-36**

#### **Common Area - Variance Request**

**WHEREAS**, Jeffrey and Carol Lulow 3410 Calle Azul, Third Laguna Hills Mutual, submitted a request for a variance to construct an alteration on

Common Area as defined in the Declaration of Covenants, Conditions and Restrictions (CC&Rs); and

**WHEREAS**, Third Laguna Hills Mutual Board of Directors (the Board) has considered the request utilizing the Common Area Use Policy as approved by the Board via Resolution 03-15-155 as revised in accordance with California Civil Code § 4600 on October 20, 2015;

**NOW THEREFORE BE IT RESOLVED**, on April 18, 2017 the Board of Directors hereby approves the request for a variance to grant exclusive use of the subject common area to the requesting member due to the finding that the proposed alteration meets the following criteria:

1. The Mutual Member(s) at 3410 must sign and submit to Third Laguna Hills Mutual, c/o VMS, Inc., Attention Pamela Bashline, Community Services Manager, the "Recordable Common Area Agreement" for the subject expansion utilizing Common Area.
2. All costs and maintenance of the alteration, present and future, are the responsibility of the Mutual member(s) at 3410.
3. Prior to the Issuance of a Mutual Consent for Manor Alterations a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed alterations must be submitted to the Manor Alterations Department office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed alterations.
4. A required Mutual Consent for Manor Alteration(s) and a City of Laguna Woods permit must be obtained and the appropriate City of Laguna Woods permit number(s) must be submitted to the Permits and Inspections office located in the Laguna Woods Community Center. Both permits must be finalized within the prescribed timeframe for permits.
5. A required Mutual Roof Alteration Notification (Tie-In Form) must be submitted to the Laguna Woods Village Manor Alterations Department prior to the issuance of a Mutual Consent.
6. Prior to the Issuance of a Mutual Consent for Manor Alterations, all landscape, irrigation, and drainage modifications associated with the alterations are to be completed by the Landscape Division at the expense of the Mutual member(s) at Manor 3410.
7. All alterations must be installed in accordance to California State Building Code, and Third Mutual Standard Section 10: Doors Exterior, Section 18: Gutters and

Downspouts, Section 21: Patio Slabs and Section 34: Windows and Window Attachments.

Prior to the Issuance of a Mutual Consent for Manor Alterations, Neighbor Awareness Form(s) have been obtained from the affected neighbor at 3409 No construction may proceed prior to receiving this executed form and approval by the Manor Alterations Department and the City of Laguna Woods.

8. Prior to Issuance of a Mutual Consent for Manor Alterations, a “Recordable Common Area Agreement” must be filed with the County Clerk.
9. During construction, both the mutual consent for manor alterations and the city building permit must be on display at all times in the front window.
10. Under no circumstances is construction waste allowed to be dumped in the Village trash bins. Construction waste must be disposed offsite by the contractor. Violation of this condition may result in disciplinary action!

**RESOLVED FURTHER**, the member is required to comply with all of the contingencies as presented in the report and approved by the Board; and

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

**(b) Finance Committee Recommendations:**

There were no recommendations from the Finance Committee

**(c) Landscape Committee Recommendations:**

Landscape Committee Recommendations:

- 3095-C Approve removing the Liquidambar and Magnolia on schedule and at the Mutual’s expense; and to deny the request to remove the Eucalyptus and Pine (Item No. 15 Page 1&2).
- 3096-C Deny request to remove tree (Item No. 15 Page 2).
- 3274-B Deny request to remove tree (Item No. 15 Page 2).
- 3451-B Deny request to remove tree (Item No. 15 Page 2).
- 5241 Elvira Moved to Item No. 15(a)

**8. UPDATE FROM VMS – Marcy Sheinwold**

Director Marcy Sheinwold gave a VMS update

- Director Sheinwold reviewed the five goals of VMS.
- April 19, 2017 VMS will be meeting with staff to update the strategic plan.
- Customer Service goal – Appreciation was expressed for the painting and slab leak crews. The VMS Board wants to pass on kudos to the Alterations Division who has

been short on staff but the remaining crew has stepped up and is working on templates for standard letters and conditions of approval for variances.

- Efficient operations – dwelling live is up and running. Download the App on your cell phone so you can use it for guests to acquire gate access.
- Safety of the community – 20,000 non-member cards have been deactivated, so these individuals have been denied access to the Village and its amenities. Kudos go out to Michael Partain, Environmental Health & Safety Specialist, and Michael Carre, Human Resources /Safety Supervisor, because to date VMS has offered 17 CPR/AED and First Aid classes with 378 employees (40 percent) receiving their certification, with 565 employees remaining.
- Transparent communication – There is more information than ever accessible to residents with The Village Breeze, E-blasts, Village Life Magazine, and Easy Rider.
- Employer of choice – an initial benefits study was performed. A pay scale study was completed and it showed that we are in line with surrounding communities. A proposal from HR was presented for a succession plan and cross training. The first phase of the employee benefit study shows that we are in line with most benefits. The Union Contract will expire November 18. VMS is currently meeting individually with Department heads to hear about the work that they are doing.

#### **9. REPORT OF THE CEO – BRAD HUDSON**

- Slope maintenance and habitat reduction will be going on in gates 10 and 11
- Cable box service (Window 9) is now on the first floor in resident services and Window 7 has been opened for variance requests.
- Dwelling Live is available for guest admittance. An instructional video is available on YouTube. If you are still having issues using the app bring it into the Community Service Center and staff can help you. Your e-mail address and member ID is the key to logging into the app.
- Unit sales and listings are down but values are up significantly.
- Budget development is proceeding and budget meetings will be on the Monday Memo and teamup.
- Staff is working hard to address the issues in the community such as rodents and lighting.
- Granicus is a transparent platform where you can stream meeting minutes and view the backup materials as well. Residents can make comments on the agenda through the website if they are not available to be present at the meeting, you can e-comment and the Board will be able to address the e-comments at the Board meeting.
- New fitness gym hours at the Community Center are Monday thru Friday 5:30 AM – 9 PM, Saturday and Sunday hours are 8:00 AM – 2:00 PM. Clubhouse 1 and Clubhouse 5 fitness gym hours are 5:30 AM – 9:00 PM seven days a week.
- Large Items next to the dumpster will not be picked up; however waste management can be contacted twice a year to come to your home and pick up your large items for disposal. The third Saturday of every month is another time that you can set out bulky items for pick up.

Chair diLorenzo Dickins stated that if you have a problem please let staff know and Brad will meet with you or respond to your e-mail. Employee comment cards will be ready by the end of the week.

## **10. MEMBER COMMENTS**

Third Mutual Members were given the opportunity to speak to items that are not on the agenda.

- Gloria Moldow (3503-A) had two PSA announcements – she asked that everyone become familiar with all of the outings provided on the buses. Thursday is Earth Day and Clubhouse 1 will hold an event at noon and questions about solar can be asked. She also commented on the painters that are staging in her lawn and down the street and that there needs to be clarification on what is accent and what is a trim. Her back wall was considered an accent wall and painted taupe and not white. She gave Kudos to the Board and stated that she knows how hard they work.
- Marvin Rawitch (5510-3B) commented on the solar panels and offered compliments for a great job. He commented on the Drone Policy and is opposed to anyone but VMS flying a drone in the community.
- Sandy Baron (3386-C) asked if the contractors are able to work on her unit now that her variance has been approved.
- Corky Eley (2410-2E) commented on the 2017 Business Plan
- Marcy Sheinwold spoke on behalf of the foundation. This month the foundation is excited to be celebrating their 20<sup>th</sup> year. Next Wednesday, April 24, will be a celebration for the Foundation. She thanked the Board for their support
- Ed McGill (2390-C) informed the Board that if you phone in your party the party must know the address. Guests will not be granted gate access if they do not know the address they are visiting. He asked to have this information put in the Breeze.
- Lynn Jarrett (4010-1C) 2398-1C is going through a renovation process they were told that the casing needs to be removed for the air conditioning and she doesn't think it needs to be removed. The building will look different from the other buildings if this happens. She is also concerned about golf cart parking.
- Marty Lopata (2398-1B) after 4 months of plans being reviewed the a/c casing and microwave vent are now being changed. The microwave vent has changed to come out diagonally where the others come straight out. He inquired why rules on this are changing and why residents are not notified.
- Jeff Lulow (3410) thanked the board for the portico approval and inquired as to why the patio was approved and now it has been removed off of the agenda.

## **11. DIRECTORS' RESPONSES TO MEMBER COMMENTS**

Chair diLorenzo Dickins, Director Moldow and Mr. Hudson briefly responded to the Members comments. Staff was directed to look into issues associated with A/C casings, painting and golf cart parking.

## **12. UNFINISHED BUSINESS**

### **(a) Entertain Motion to Approve Revisions to Late Fees, Fines, and Services – Resolution**

Director Baum, Secretary of the Corporation, read a proposed resolution approving the Revisions to Late Fees, Fines, and Services:

#### **RESOLUTION 03-17-37**

##### **Late Charge for Fines, Fees, and Chargeable Services**

**WHEREAS**, the Collection and Lien Enforcement Policy specifies a late charge in the amount of \$20 per month for delinquent assessments; and

**WHEREAS**, the Corporation also imposes a late charge of \$10 per month for collection efforts on other (non-assessment) delinquent amounts;

**NOW THEREFORE BE IT RESOLVED**, April 18, 2017, that the Board of Directors hereby approves that the late charge for unpaid Fines, Fees, and Chargeable Services will be a flat fee of \$35 per month, charged at least 25 days after the date of the original invoice; and

**RESOLVED FURTHER**, that the effective date of the new fee amount will be May 1, 2017; 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 Baum made a motion, seconded by Director Moldow, to approve Revisions to Late Fees, Fines, and Services. By a vote of 10-0-0 the motion carried unanimously.

### **(b) Entertain Motion to Approve Revisions to the Deactivation of cable services– Resolution – Continued to May**

### **(c) Entertain Motion to Alternative Construction Materials for Newly Constructed external Surfaces – Resolution**

Director Baum, Secretary of the Corporation, read a proposed resolution approving the Alternative Construction Materials for Newly Constructed external Surfaces:



**RESOLUTION 03-17-38**

**Alternative Construction Materials for Newly Constructed external Surfaces.**

**WHEREAS**, the Board of Directors of this corporation adopted Resolution 03-03-09 on January 21, 2003, which amended a portion of the standards with regard to Section 23 – Balcony and Patio Cover, Wood, (revised May, 1996); and

**WHEREAS**, the Architectural Control and Standards Committee of this Corporation recognizes the need to make further changes to the Third Laguna Hills Mutual Standards, (revised April, 1996); and

**WHEREAS**, Laguna Woods Village is experiencing a major dry rot infestation resulting in costly remediation work; and

**WHEREAS**, the use of wood on newly constructed external surfaces such as fascia boards, terraces, railings, walls, and arbors is now prohibited; and

**NOW THEREFORE BE IT RESOLVED**, April 18, 2017, that Section 23 – Balcony and Patio Cover, Wood is hereby eliminated; and

**RESOLVED FURTHER**, that Resolution M3-96-28, adopted May 21, 1996 is hereby amended; 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 Baum made a motion, seconded by Director Caine, to approve Alternative Construction Materials for Newly Constructed external Surfaces.

Director Walsh commented on dry rot on railings and if the areas would be replaced with wood and not have the entire railing or trellis replaced and wanted to make sure that policy and procedures were given to staff.

Director Frankel asked for clarification and to amend the resolution to suggest that partially constructed surfaces not be a mixture of wood and other approved materials.

Director Baum stated that it is newly constructed not repaired and partial.

Director diLorenzo Dickins stated that we can go forward with the vote today for newly constructed surfaces and the repair can be addressed later

Director Frankel made an amended motion table the resolution for 30 days and the motion failed for lack of second.

By a vote of 10-0-0 the original motion carried.

**(d) Entertain Motion to Alternative Construction Materials for Solariums – Resolution**

**RESOLUTION 03-17-39**

**Alternative Construction Materials for Solariums**

**WHEREAS**, the Board of Directors of this corporation adopted Resolution M3-96-28 on May 21, 1996, which approved the Third Laguna Hills Mutual Standards, (revised April, 1996); and

**WHEREAS**, the Architectural Control and Standards Committee of this Corporation recognizes the need to further amend a portion of the alteration standards with regard to Section 29 – Solariums; and

**WHEREAS**, Laguna Woods Village is experiencing a major dry rot infestation Section 2.2 has been amended to state that posts must be of aluminum only;

**NOW THEREFORE BE IT RESOLVED**, April 18, 2017, that Mutual Alteration Standard Section 29 – Solariums is hereby amended as attached to the official minutes of this meeting; and

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

**RESOLVED FURTHER**, that Resolution 03-03-10 adopted January 21, 2003 is hereby superseded and cancelled, and Resolution 03-06-42 adopted September 19, 2006 is hereby amended.

Director Baum made a motion, seconded by Director Tung, to approve Alternative Construction Materials for Newly Constructed external Surfaces. By a vote of 10-0-0 the motion carried.

**(e) Discuss and Provide Direction to Staff on the proposed drone policy**

The Drone Policy is being sent back to the Security and Community Access committee (SCAC). Director Baum made the motion, seconded by Director Zalon, to send the Drone Policy back to SCAC. By a vote of 10-0-0 the motion carried unanimously. The Board asked for three re-considerations as follows; the speeds of the drone, the noise emanating from a drone, and not letting anyone but VMS use a drone in the community.

Director Moldow made a motion, seconded Director Soule, to amend the motion to state that only VMS or recognized agent can use a drone. By a vote of 10-0-0 the motion carried unanimously.

Soule amended the amendment to include a US rated AA or AAA insurance policy, seconded by Tung. Director Soule withdrew her amendment to the amendment.

Director diLorenzo Dickins stated that only security should be in charge of Drones.

**(f) Entertain a Motion to Approve Lease Policy – Resolution (Re-notification – must be postponed to June to conform to 30-day notification requirement)**

**RESOLUTION 03-17-XX**  
**Lease Policy**

**WHEREAS**, the Board is obligated to manage, operate and maintain housing for its Mutual Members as set forth in the declarations of Covenants, Conditions, and Restrictions (CC&Rs); and

**WHEREAS**, the Board is obligated to review lease applications in accordance with its Bylaws, CC&Rs and Operating Rules;

**WHEREAS**, the package amendment resulted in clarified definitions, fees, charges, terms, conditions, and new procedures, with an emphasis on select operating rules;

**WHEREAS**, ~~the amended~~this policy itemizes, consolidates and addresses several areas in order to present one master document, facilitate member leases and protect the corporation;

**NOW, THEREFORE BE IT RESOLVED**, June 20, 2017, that the Board of this Corporation hereby approves the Lease Policy and Forms (attached); and

**RESOLVED FURTHER**, that the managing agent is hereby directed to disseminate this information to the realty community serving Laguna Woods Village, Laguna Woods; and

**RESOLVED FURTHER**, that this policy supersedes all existing Leasing Documents and shall be put into effect July 1, 2017; 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.

**April Re-Notification**

**Should the Board endorse the proposed revisions; Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 30-days from the postponement to comply with Civil Code §4360.**

Director Baum made a motion, seconded by Director Moldow, to approve the Lease Policy.

Director Baum shared that this was not an arbitrary decision to amend the Lease Policy. A task force was created and the revised policy is to prohibit the breaking of rules and to have more control over who is admitted into the community. Many rules have been reinforced that were already in place. Changes include initial credit and a criminal background check

the background check will need to be re-done and submitted at the end of every four years before the fifth year of a lease being renewed.

- Ed McGill (2390-2C) commented on the criminal background check and that it is only for leases and not the entire community.
- Director Baum replied that it protects the lessor and the community. He also stated that when you purchase a unit you have to sign off stating that there has been no criminal activity in the last 20 years.
- Director diLorenzo Dickins stated that there are exceptions and that when an owner is noticed for a hearing they do not always know that their lessee may be prone to causing conflicts.
- Marty Lopata (2398-1b) informed the board that an existing problem is that the owner is not a professional landlord and they are not always knowledgeable and that the new rules are not personal.

By a vote of 10-0-0 the motion carried.

(g) Lien Enforcement Policy will be on the May agenda for a final approval.

### **13. NEW BUSINESS**

(a) Entertain Motion to Approve Carport Use Agreement – **Resolution (initial notification – must postpone to June to conform to the 30 day notification requirement)**

Director Baum, Secretary of the Corporation, read a proposed resolution approving a Carport Use Agreement:

#### **RESOLUTION 03-17-XX**

##### **Carport Use Agreement and Forms**

**WHEREAS**, Third Laguna Hills Mutual has administrative control of 14 carports throughout the Mutual and these carports have been rented to residents; and

**WHEREAS**, the Residency Policies and Compliance Task Force has recommended amending the current Carport Rental Fee and Forms to allow other residents an opportunity to lease a carport space ; and

**WHEREAS**, the current rate was last increased on February 18, 1997;

**NOW THEREFORE BE IT RESOLVED**, June 20, 2017, that the Board of Directors of this Corporation hereby amends the Carport Rental Fee and renames it to Carport Use Agreement and Forms, as attached to the official minutes of this meeting; and

**RESOLVE FURTHER**, that effective January 1, 2018 the annual fee will increase from \$240 per year to \$480 per year, that the fee be included in the Mutual portion of the Monetary Fee Schedule; and

**RESOLVED FUTHER**, that Resolution M3-97-09 adopted February 18, 1997 is hereby superseded and canceled; and

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

**April initial Notification**

Should the Board endorse the proposed revisions; Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 30-days from the postponement to comply with Civil Code §4360.

Director Baum made a motion, seconded by Director Parsons, to approve Carport Use Agreement and Forms.

Director Soule stated that there were administrative changes and that Page 5 of 10 No. 1 states hires and should be rents and page number 2 add in SUV.

By a vote of 9-0-0 (Soule was not present for the vote) the motion carried.

**14(a-d)**. Director Parsons, Treasurer of the Corporation, reported from the Finance Committee, gave updates on: Third Mutual financial, Earthquake Task Force, delinquencies, commented on the Resale Activities Report, and the Status of Reserves.

The Earthquake Task Force has had several meetings. The Earthquake Insurance Policy will be reviewed by brokers and the task force will need financial and technical people to resolve the questions that have arisen.

Staff will check to make sure that the budget meeting schedule is finalized and put in the Breeze and e-mail blasts.

**15**. Director Tung reported from the Landscape Committee.

(a) 5241Elvira

Director Frankel stated that when the variance request is submitted that this matter will be reviewed by the Architectural Standards and Control Committee.

Director Tung made a motion to remove 5241 Elvira from the consent calendar, send it to the Architectural Committee. Seconded by Soule and by a vote of 10-0-0 the motion carried

Director Walsh commented that the neighborhood awareness forms are not in sync between landscape and M&C. Ms. Moss will follow up with the Landscape Director.

Director Tung stated that the ground moisture sensors contract has been agreed upon and signed by both sides. The pilot project within gate 14 will commence soon.

Director diLorenzo Dickins stated that information will be put together for the Breeze on how to address the sprinkler issues.

**16.** Director Tung reported from the Water Committee.

**17.** Director Moldow reported from the Maintenance and Construction Committee.  
Next meeting will be held on May 1, 2017

**18.** Director Moldow reported from the Architectural Control and Standards Committee.

(a) Entertain a Motion to Approve the Common Area Use Agreement, Decision Tree, and Neighbor Awareness Form

Director Moldow gave an overview of the legal issues with Common Area becoming exclusive Common Area.

The decision tree is still being reviewed by legal counsel.

Director Moldow made a motion, seconded by Director Frankel, to approve the Common Area Use Agreement and Neighbor Awareness Form.

Director Soule stated that the Neighborhood Awareness has corrections that need to be addressed, specifically that staff should get the signatures, not the applicants

The Board would like it to be corrected and a motion was made by Director Moldow and seconded by Director Soule to bring back all three forms to the May 16, 2017 Board meeting.

By a vote of 10-0-0 the motion carried.

**19.** Director Walsh reported from the Energy and Technology Committee

Mr. Munoz gave an update of the solar facilities that are left to be completed and that trenching is being considered. Currently bids for trenching are being reviewed and a discussion with Solar Optimum is needed before one is presented to the Board. June 1, is the deadline for rate changes and the M&C department and the committee is aware of the deadline.

(a) Entertain a Motion to Approve Supplemental Funding for the Solar Project – **Resolution**

Baum read a resolution approving Supplemental Funding for Solar Project.

**RESOLUTION 03-17-40**

**Supplemental Funding for Solar Project**

**WHEREAS**, Southern California Edison deemed the existing transformers serving the Third Mutual Solar Project insufficient to handle the projected loads;

**WHEREAS**, successful connection of the Third Mutual Solar Project to the Southern California Edison electrical grid requires additional work, including trenching between buildings and electrical modifications;

**NOW THEREFORE BE IT RESOLVED**, April 18, 2017, that the Board of Directors hereby approves a supplemental appropriation ~~of not to exceed~~ \$250,000, to be funded from the Unappropriated Expenditures Fund for the purpose of completing the Third Mutual solar project requirements; 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 Baum made a motion, seconded by Director Walsh, to approve the resolution.

Director Walsh made an amended motioned, seconded by Director Soule to add *not to exceed \$250,000*. By way of a unanimous vote the amended motion carried.

20. Director Baum gave a report from Resident Problem Resolution Services.
21. Director Frankel a report from the Laguna Woods Village Traffic Hearings.
22. Director Baum gave a report from the Communications Committee.
23. Director Baum gave a report from the Resident Policy and Compliance Task Force.

**24. GRF COMMITTEE HIGHLIGHTS**

The Communication Committee will discuss how GRF handles channel contracts. There was no M&C meeting for April but the next meeting will be held on May 1.

**25. DIRECTORS' COMMENTS**

There were no additional Director's Comments

**26. ADDITIONAL MEMBER COMMENTS**

None

**27. RECESS**

The Board recessed at 12:43 PM and reconvened into Executive Session at 1:20 PM.

**28. ADJOURNMENT**

With no further business before the Board of Directors, the meeting was adjourned at 5:05 PM.

**Summary of Previous Closed Session Meetings per Civil Code Section §4935**

During the March 21, 2017, – Regular Executive Session Board Meeting, the Board approved the minutes of February 21, 2017 Regular Executive Session and March 8, 2017; Special Executive Session; approved three Write-offs; heard one Disciplinary Hearing and one Appeal Hearing; imposed \$1,000 in Fines for Violations of the Mutual's Rules and Regulations; discussed other Member Disciplinary matters; discussed leasing matters; discussed Member Delinquency matters; discussed Personnel matters; and discussed Litigation matters.

During the March 28, 2017, Special Executive Hearing Committee Board meeting the Board held six member Disciplinary Hearings; zero Meet and Confers; and six Common Area Damage Reimbursement Hearings.

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Burt Baum, Secretary  
Third Laguna Hills Mutual



## **Lease Policy**

Resolution 03-17-XX  
Adopted June 20, 2017

### **I. Purpose**

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

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

### **II. Definitions**

- A. Agent – individual employed by Village Management Services, Inc. (VMS) authorized to act on behalf of TLHM.
- B. Application – the form prescribed by TLHM to apply for approval to lease a Manor (Exhibit C).
- C. Approval – written authorization to lease a Manor in the Community granted by the TLHM Board or authorized VMS staff member(s).
- D. Assessment – the monthly charge that TLHM levies against all Members and their Manors and collects monthly pursuant to its Governing Documents.
- E. Charge – fee, fine, and/or monetary penalty that TLHM and/or GRF may levy upon a Member pursuant to their Governing Documents.
- F. Community – Laguna Woods Village.
- G. Community Rules - the Articles of Incorporation and Bylaws of TLHM, the recorded Covenants, Conditions, and Restrictions (CC&R's) applicable to any Manor; and any rules and regulations adopted by TLHM and/or GRF. Any reference to the "Governing Documents" shall, for purposes of this Lease Policy, be deemed a reference to the Community Rules set forth in this definition.
- H. Co-occupant – any person who seeks to reside with a qualifying resident who is approved by the Board of Directors for occupancy and who shall be at least 45 years of age unless such person is the spouse or cohabitant.

- I. Golden Rain Foundation (GRF) – the non-profit mutual benefit corporation organized to manage and maintain the Community Facilities and services for the Community.
- J. Identification (ID) Card – photo ID card issued by GRF to Members, Co-occupants, and Lessees of the Community authorizing use and access to the Community Facilities.
- K. Lease Amendment – any change to the lease for a Manor, including any change to the number and/or identification of the individuals subject to the lease during the lease term. Credit report and criminal background are required for any new lessee.
- L. Lease Authorization Office - located in the Resident Services Department in the Community Center which ensures that a Lease Application comports with the Governing Documents.
- M. Lease Extension - Parties to the lease may request an extension of time at the end of the lease authorization period if the original period is shorter than 12 months.
- N. Lease Renewal – Parties to the lease authorization may request a renewal no more than 60 days prior to the end of the twelve month period. Renewals for a maximum of 12 months do not require a new credit report or criminal background so long as the lessees remain the same. NOTE: At the start of the fifth renewal year, if any, a new criminal background report will be required.
- O. Lessee – individual who leases a Manor from a Member.
- P. Manor – a residential condominium unit in TLHM.
- Q. Member – a person who has been approved by TLHM as being entitled under the Governing Documents of TLHM to membership in TLHM and has an appurtenant right of membership in GRF.
- R. Non-Resident Member – a Member who does not personally reside in the Member's Manor.
- S. Non-Resident Member Pass – gate entry pass authorizing a non-resident Member access to the Community for the purpose of inspecting his/her property on

an as needed basis. This pass does not authorize use of or access to the Community Facilities during any lease period.

- T. 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.
- U. Qualifying Resident – person who resides in the Manor, is at least 55 years of age and has been approved by the Board of Directors for occupancy in accordance with the provisions of the CC&R's.
- V. Resident – person who has been approved by the Board of Directors for occupancy.
- W. Rush – Application submitted fewer than seven business days before the lease effective start date.
- X. Village Management Services, Inc. (VMS) – managing agent for TLHM and GRF.

### III. Fees

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

Lease Amendment	\$ 70.00
Lease Authorization Processing	\$170.00
Lease Extension (see Section II, M)	\$ 70.00
Lease Renewal (see Section II, N)	\$150.00
Lease Rush Fee	\$ 50.00
GRF Additional Occupant For each person in excess of two (monthly)*	\$ 49.00
RFID Replacement	\$ 25.00
Non-return of:	
ID Card(s)	\$100.00
Decal(s)	\$ 50.00
Pass(es)	\$ 50.00

\*GRF Additional Occupant fees must be paid in advance for the term of the lease.

#### **IV. Terms and Conditions**

##### **A. General Information**

1. Authorization to Lease (Authorization) shall be effective only when approved in writing by TLHM and issued in writing by an authorized VMS staff member(s) of TLHM; the approval of any Lease shall be limited to the term specified herein. The term may not exceed twelve (12) months subject to Article II Section M above. The copy of a fully executed Lease must be provided to TLHM prior to the Lessee's move-in to the Member's Manor.
2. Renewal of the Authorization to Lease shall require the prior written approval of TLHM, provided, however, that TLHM shall not be obligated or have any duty to approve such extension or renewal regardless of a Member or Lessee's circumstances.
3. TLHM shall, to the extent required by law, provide notice of potential asbestos-containing materials used during construction (Exhibit A).
4. Laguna Woods Village is an independent-lifestyle and age-restricted senior citizen housing development (as defined by California Civil Code §51.3). No form of healthcare or assisted living is provided by TLHM. Each Resident is responsible for his/her own health, safety, care and welfare, subject to the conditions and restrictions regarding care providers from TLHM Governing Documents and TLHM's "Care Provider Policy."
5. Appearance of the Community is important, and Residents are required to keep their balconies, patios, walkways, and carports free from clutter, trash and debris per the approved Community Rules and Regulations.
6. TLHM, GRF and VMS are not parties to the terms of a lease between the Member and Lessee, and will not be involved in resolving any disputes between the Member and Lessee; provided, however that if a Member is in violation of the Community Rules or this Lease Policy, or if a Lessee is violating the Community Rules or this Lease Policy, TLHM shall have all rights and remedies available to it under the Community Rules and this Lease Policy.
7. The Lease Authorization Office will notify the Member of the Approval/Denial status of the application within seven (7) business days of its written submittal. A rush fee of Fifty Dollars (\$50.00) will be imposed by TLHM on any Member requests for expedited services prior to the routine seven (7)

business days of processing. No representation or warranty is made that TLHM will be able to complete a Rush lease approval request in the Members' requested time frame.

8. TLHM has adopted a Non-Smoking Policy and is authorized to take disciplinary action against a Member who is in violation of said Policy including but not limited to a Member's Lessee. The Member is at all times responsible for the acts or omissions of without limitation the Member's co-occupant, lessee, guest, care provider, vendor, invitee or contractor.

#### B. Charges

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

#### C. Assignment of Rents

1. If a Member is delinquent in his or her payment of any GRF and/or TLHM Charges and/or Assessments, as required under the Governing Documents,

Member and Lessee each acknowledge and agree that the Member hereby assigns to and confers upon TLHM, the right to collect and retain the rent payable by the Lessee and to apply the same to any delinquent Charges and Assessments, as well as any late fees, attorneys' fees, or other costs and expenses permissible by law or the Governing Documents which may be incurred or assessed by TLHM in connection with the delinquent Assessment and/or GRF and/or TLHM Charges.

2. Member and Lessee acknowledge and agree that, concurrent with notice in writing to the Member, TLHM shall be entitled to directly receive the rent by delivering to the Lessee at the Manor a Notice of Assignment of Rents (Exhibit B). Upon receipt of such Notice, the Lessee shall directly forward all payments of rent required under the Lease to TLHM at the address set forth in the Notice until the Lessee shall receive a second notice to the effect that the Lessee may again resume making rental payments directly to the Member. Any changes in the Notice of Assignment of Rents shall not be deemed a change to this Lease Policy which requires notice to the Members of TLHM.
3. To the fullest extent permitted by law, such payments of rent paid directly to TLHM 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 TLHM is in excess of the amounts owed by the Member, then TLHM 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 shall not be in breach of the Lease solely as a result of making rental payments directly to TLHM, and further that the Member shall not take any other action or avail itself of any other remedies against the Lessee under the Lease or otherwise based on the Lessee's direct payment of rent to TLHM following receipt of a Notice of Assignment of Rents.
5. Member and Lessee acknowledge and agree that TLHM shall not have any obligation either to the Member or the Lessee to fulfill the duties of the Member or the Lessee under their Lease, nor shall TLHM have any obligations to any other third party based on its direct receipt of the rent to cover delinquent Assessments or Charges and associated costs and expenses as set forth above. It is specifically agreed that the TLHM is not and will not be assuming any of the responsibility of the Member or the

Lessee to fulfill any of the terms, conditions and covenants between the Member and the Lessee, and shall not be deemed to be a landlord or party to a landlord-tenant relationship with Member or Lessee for any reason or at any time.

#### D. ID Cards and Privileges

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

#### E. Occupancy

1. No person, including but not limited to a Lessee, may reside in a Manor without the prior written approval of the TLHM Board of Directors or VMS authorized staff member(s). Contact Resident Services Department at (949) 597-4600 for any change in residency status.
2. An application to reside in a Manor shall be made on the form prescribed by the TLHM Board, CC&Rs Article II, Section 1 (Exhibit C). Any changes in such form shall not be deemed a change in this Lease Policy which requires notice to the Members of TLHM.

3. Manor leases must be for a period not less than sixty (60) days.
  4. Any leases longer than twelve (12) months will require a Lease Authorization to be renewed annually, as no individual Lease may exceed twelve (12) months.
  5. The Manor, together with the parking space assigned to such Manor, must be made available to the Lessee during the entire term of the Lease Authorization.
  6. Relatives and other guests may stay overnight for a total of sixty (60) days in any twelve (12) month period. Relatives and guests may not stay in a Manor during the absence of the Qualifying Resident or Co-Occupant.
  7. Unless otherwise required by law, the maximum number of persons allowed to occupy a Manor is equal to the number of original construction bedrooms plus one; no more than two persons in a one bedroom Manor; no more than three persons in a two bedroom Manor, no more than four persons in a three bedroom Manor. There is an additional monthly GRF fee for each person in excess of two.
  8. The Manor shall be used and occupied solely as a private residential dwelling and for no other purpose.
  9. No person shall reside in a Manor, other than those listed on the approved Authorization to Lease.
  10. No business or commercial venture may be conducted in the Manor.
  11. 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, or permit any other person to occupy or use the premises or any portion thereof.
- F. Move In/Move Out and Bulky Items Delivery/Pick Up
1. When moving into the Community, Lessee(s) must break down and stack moving boxes next to trash dumpsters or at curbside for routine pick-up.
  2. The use of an elevator, when moving into or out of a multi-story building, requires the placement of elevator protection pads, which can be requested



by calling the Security Department (949) 580-1400. Similarly, individuals are required to order elevator protection pads when arranging for delivery or removal of bulky items, such as furniture.

3. Each Member is responsible for any damage caused by his or her movers or deliveries to the elevator, lobby furniture, common area and/or other TLHM property.
4. No oversized furniture, appliances, non-broken down boxes or other similar items may be discarded outside of the Manor at any time, except to the extent permitted by the Community Rules.

#### G. Alteration, Repairs and Maintenance

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

The Member and Lessee(s) understand that the Manor shall not be altered, repaired or changed without prior written authorization of Member and TLHM. 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 TLHM; shall be the property of Member; and shall remain upon and be surrendered with the Manor.

2. Lessee shall authorize TLHM, 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, responding to emergencies (b) maintaining the building in which the Manor is situated and (c) making repairs, alterations, or additions to any portion of the common areas or said building, including but not limited to the erection of scaffolding, props or other mechanical devices.

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

#### H. Insurance

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

I. Rights and Remedies

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

5. In the event that the real property upon which the Manor is located or any part thereof shall be acquired by any public body, agency or other entity having the power of eminent domain, whether by voluntary sale, threat of condemnation or by judgment of a court in condemnation proceedings, the Member is solely responsible, to the extent permitted by law, for terminating this Authorization.
6. In the event of any breach of this Authorization by the Member and/or Lessee, TLHM shall have the same rights and remedies to enforce this Authorization as are available to Member hereunder, which may be exercised by TLHM without regard to any exercise thereof by Member,. Additionally, TLHM shall have the same rights to dispossess the Lessee or otherwise act for the Member as may be necessary or appropriate in the event of any breach of the Authorization or the Lessee's failure to vacate following expiration of the Authorization term. TLHM shall also have the right to bring an unlawful detainer action against the Member and/or Lessee after proper notice has been given as provided in California Civil Code Section 1946 or any successor statute thereto. Nothing contained in this paragraph or otherwise in this Lease Policy shall be deemed to create a landlord-tenant relationship between TLHM and the Member or Lessee.
7. Any notice to Member, Lessee or TLHM shall be given by personal service, electronic document notice, or by registered or certified mail addressed to Member: at the address indicated on the Application; to Lessee: at the Manor; and to TLHM: 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 TLHM 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

TLHM is authorized to take disciplinary action against a Member whose property may be found in violation of the Lease Policy or the Governing Documents. When a complaint is lodged regarding the occurrence of a violation, the Board of Directors has a fiduciary duty to investigate and impose, if appropriate, Member-discipline as

set forth in the Governing Documents. The Board has the authority to impose monetary fines, suspend Member privileges, and/or bring forth legal action. The Member and Lessee are entirely responsible for ensuring that the Community Rules and policies are complied with by anyone they allow into the Community. This includes any co-occupant, lessee, guest, care provider, vendor, invitee or contractor. Disciplinary action against a Member's privileges apply to the Member's Lessee.

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

## **V. Procedure**

- A. The Member must complete and submit the written Application for Authorization to Lease for Board review. The Application is available for download at [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com) or upon request from the Resident Services Department.
- B. The Application and additional documentation must be submitted to the Resident Services Department. Additional required documentation:
  1. Check for processing fee made payable to GRF
  2. Member's Resident ID card
  3. Proof of age/identity (copy of driver's license, birth certificate, or passport) for each Lessee
  4. Copy of pending and executed lease agreement

5. Criminal Background Report that is prepared by a Consumer Reporting Agency (CRA) for each Lessee
  6. Credit (FICO) Score for each Lessee provided by TransUnion, Experian, or Equifax
  7. Emergency Contact Information for each Lessee
- C. For Lease Renewals and Extensions the following documentation are required:
1. Lease Authorization Application
  2. Check for processing fee made payable to GRF
  3. Copy of pending and executed lease agreement
  4. Emergency Contact Information for each Lessee
- D. For Lease Amendments the following documents are required:
1. Lease Amendment Form
  2. Check for processing fee made payable to GRF
  3. Proof of age/identity (copy of driver's license, birth certificate, or passport) for each new Lessee
  4. Criminal Background Report that is prepared by a Consumer Reporting Agency (CRA) for each new Lessee
  5. Credit (FICO) Score for each new Lessee provided by TransUnion, Experian, or Equifax
  6. Emergency Contact Information for each new Lessee
- E. The Board or authorized VMS staff member(s) will review the Application for Lease Authorization and approve or deny the request in writing.
- F. Upon receipt of an Application for Lease Authorization, extension or renewal, the Lease Authorization Office will research whether the Member and/or Lessee has received notices of rules violations or is subject to any outstanding Charges and Assessments before approval of the application.
- G. The Lease Authorization Office will notify the Member of the results within seven (7) business days subject to the terms and conditions that exist with Rush applications, unless it notifies the Member that it requires additional time to review and/or requests additional information from the Member while conducting its review.
- H. The Lease Authorization Office hours of operation are Monday-Friday, federal holidays excepted, 8:00 A.M. to 5:00 P.M., phone number (949) 597-4323.
- I. Mailing address is P.O. Box 2220, Laguna Hills, CA 92654-2220.

Lease Authorization Application



# Lease Authorization Application

- LWM
  - LHM
  - Mutual 50
- Unit: \_\_\_\_\_

Return completed application to: Lease Authorization Office located in the Resident Services Department, 24351 El Toro Road, Laguna Woods, CA 92637; Phone: 949-597-4600, E-mail: communityservices@vmsinc.org

Manor Information	
Manor Address:	
Carport #:	Space #:
Lease Term Date From:	To:
Member Information	
First Name:	Last Name:
Telephone:	Cell Phone:
E-mail:	
Mailing Address:	
Proposed Lessee Information	
Information for Lessee #1	
First Name:	Last Name:
Telephone:	Cell Phone:
Date of Birth:	SS#:
E-mail:	
Occupation:	
Current Monthly Income:	Source of Income:
Move in Date:	
Prior Addresses (Include information for the past 5 years/Use additional paper if required)	
Present Home Address:	
Length of Time/From:	To:
Reason for Leaving:	
Previous Home Address:	
Length of Time/From:	To:
Reason for Leaving:	
Next Previous Home Address:	
Length of Time/From:	To:

Reason for Leaving:		
Has proposed Lessee #1 been convicted of a felony in the last 20 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has proposed Lessee #1 been convicted of a misdemeanor involving moral turpitude in the last 5 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Information for Lessee #2	
First Name:	Last Name:
Telephone:	Cell Phone:
Date of Birth:	SS#:
E-mail:	
Occupation:	
Current Monthly Income:	Source of Income:
Move in Date:	
Prior Addresses (Include information for the past 5 years/Use additional paper if required)	
Present Home Address:	
Length of Time/From:	To:
Reason for Leaving:	
Previous Home Address:	
Length of Time/From:	To:
Reason for Leaving:	
Next Previous Home Address:	
Length of Time/From:	To:
Reason for Leaving:	
Has proposed Lessee #2 been convicted of a felony in the last 20 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has proposed Lessee #2 been convicted of a misdemeanor involving moral turpitude in the last 5 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Information for Lessee #3	
First Name:	Last Name:
Telephone:	Cell Phone:
Date of Birth:	SS#:
E-mail:	
Occupation:	
Current Monthly Income:	Source of Income:
Move in Date:	
Prior Addresses (Include information for the past 5 years/Use additional paper if required)	
Present Home Address:	
Length of Time/From:	To:
Reason for Leaving:	



Previous Home Address:	
Length of Time/From:	To:
Reason for Leaving:	
Next Previous Home Address:	
Length of Time/From:	To:
Reason for Leaving:	
Has proposed Lessee #3 been convicted of a felony in the last 20 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has proposed Lessee #3 been convicted of a misdemeanor involving moral turpitude in the last 5 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Lease Authorization Agreement**

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

Acknowledgment	Initial(s)				
	Member #1	Member #2	Lessee #1	Lessee #2	Lessee #3
I have read and received a copy of the Lease Policy and agree to comply.					
I agree to comply with the rules established by this Community.					
TLHM, GRF and VMS are not parties to the terms of the lease between the Member and Lessee.					
I agree that TLHM has the right to collect and retain the rent payable and to apply it to any delinquent assessments and charges.					
I understand that falsification of any information related to this application renders this application null and void.					

Does Lessee(s) have authorization to request repairs on behalf of the Member or work for which there is a charge?  Yes  No

Member Name (Print):	Member Signature:	Date:

Member Name (Print):	Member Signature:	Date:
Lessee #1 Name (Print):	Lessee Signature:	Date:
Lessee #2 Name (Print):	Lessee Signature:	Date:
Lessee #3 Name (Print):	Lessee Signature:	Date:



## Application for Carport Use Permit

Return completed application to: Security Department, 24351 El Toro Road, Laguna Woods, CA 92637; Phone: 949-597-2356. Email: debbie.ballesteros@vmsinc.org

Resident Information		
Name:	<input type="checkbox"/> Member <input type="checkbox"/> Occupant	
Address:		
Telephone:	Cell Phone:	
E-mail:		
Carport Space Information		
Carport Space:	Location:	Cul-de-sac:
Beginning Date:	Ending Date:	
Vehicle Information		
Year:	Make:	Model:
Color:	License No:	State:
Decal No:		
Registered Owner:		
Carport Use Permit Agreement		
<p>The undersigned acknowledges that any permit granted is only a license to park the described vehicle (as defined above) in the designated carport space. The undersigned acknowledges that approval of a Carport Use permit does not represent any direct or indirect liability on behalf of Third Laguna Hills Mutual, a California non-profit mutual benefit corporation, the Golden Rain Foundation of Laguna Woods, a California non-profit mutual benefit corporation, and Village Management Services, Inc. a California corporation, and each of their respective directors, officers, employees, and agents. Further, I/we have read and received a copy of the Carport Use Agreement. I/we also understand that falsification of any information related to this application is subject to disciplinary action.</p>		
Resident Signature: _____	Date: _____	
Security Signature: _____	Date: _____	
For Office Use Only		
Received By: _____	WO#: _____	
Application <input type="checkbox"/> Approve <input type="checkbox"/> Denied, reason for denial: : _____		
Resident Notified By: _____		

WO Updated/Closed

Documents Scanned