



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

Tuesday, May 21, 2019 - 9:30 a.m.

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

Directors Present: Rosemarie diLorenzo, Steve Parsons, Bunny Carpenter, Roy Bruninghaus, Cush Bhada, Jon Pearlstone, John Frankel, Lynn Jarrett, Reza Karimi, Annie McCary,

Directors Absent: Jack Connelly

Staff Present: Jeff Parker, CEO, Siobhan Foster, Eileen Paulin, Chris Spahr, and Cheryl Silva

Others Present: Wei-Ming Tao (VMS), Raquel Unger (VMS), and Ralph Engdahl.

1. Call meeting to order / Establish Quorum

Rosemarie diLorenzo, 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 Bhada led the Membership in the Pledge of Allegiance.

3. Acknowledge Media

The Globe and the Village Television Crew, by way of remote cameras, were acknowledged as present.

4. Approval of Agenda

Director Parsons made a motion to approve the agenda. Director Jarrett seconded the motion.

Director Parsons requested to remove the following items from the Consent Calendar: 10a2, 10b4 and 10e.

Director McCary made a motion to approve the agenda as amended. The motion was seconded by Director Bhada and passed unanimously.

5. Approval of Minutes

- a. April 8, 2019 – Special Workshop (Street Lights)
- b. April 11, 2019 - Special Open Meeting (VMS Appointment)
- c. April 16, 2019 – Regular Open Session
- d. April 23, 2019 – Special Strategic Planning

Director Bruninghaus made a motion to approve the April 8, 2019, Special Workshop; April 11, 2019 Special Open Meeting; April 16, 2019 Regular Open Session, and April 23, 2019, Special Strategic Planning minutes, as presented. Director Pearlstone seconded the motion, and the motion passed unanimously.

6. Report of the Chair

President diLorenzo announced that Jack Connelly has resigned as the Board Treasurer and Jon Pearlstone was appointed as the new Board Treasurer. Applications will be available in July for the annual election. Budget review meetings will be happening in June.

7. Open Forum

Several Members spoke about various issues:

- Announcement that the LWV Foundation partners with the Braille Institute to help our residents and a description of the benefits of the Braille Institute;
- Regarding being respectful of residents.

8a. Responses to Open Forum Speakers

Board Members responded to the Members' concerns and requests:

- President diLorenzo responded that Board Members need to be careful regarding legal matters during open sessions.

9. CEO Report

Jeff Parker CEO, reported on the following subjects:

- Gates 1 and 9 are closed for the RFID Retrofit Project;
- The 11th Memorial Golf Tournament was held on Saturday, May 18, 2019, to benefit the Laguna Woods Village Foundation;
- The Laguna Woods Art Association has displayed new art work in the Community Center;
- After Friday, May 31st, the Channel 3 Analog Guide will be removed from TV6. Users will need an HD set top box to get the new, digital Guide;
- Update on Upcoming Recreation Events: Memorial Day Ceremony on Monday, May 27, 2019, at 1:00 p.m. at Clubhouse 3;
- City of LW low-cost vaccination clinic for animals on June 2nd at City Hall;
- Disaster Preparedness Task Force will host a CPR Class on Wednesday, June 5 in Clubhouse 7 from 1:00-4:00 p.m.
- The new HVAC system was installed at the Community Center, PVC Cool Roof Installations to begin on Saturday, June 8th;
- Monday, May 27th holiday hours for the Community Center.

- The VMS Board will meet once per month from now on.
- The across all Boards Strategic Planning meeting was held on May 7th; followup will be ongoing.

Jeff Parker, CEO, answered questions from the Board.

10. Consent Calendar

Agenda items 10a2, 10b4 and 10e were pulled from the Consent Calendar for discussion.

10a. Architectural Control and Standards Committee Recommendations:

- (1) Recommendation to Deny – 3213-D (La Reina, PL704RB, P43B, P43B) Room extension onto Previously Extended Common Area

RESOLUTION 03-19-52 **VARIANCE REQUEST**

WHEREAS, Ms. Julie of 3213-D Via Carrizo, a La Reina style unit, is requesting Board approval of a variance to construct a room extension on previously extended Common Area patio; and,

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected units on March 12, 2019, notifying them that an application to make an alteration to a neighboring unit had been made and that comments or objections could be made in writing to the Architectural Controls and Standards Committee or in person at the Architectural Controls and Standards Committee Meeting on March 25, 2019.

NOW THEREFORE BE IT RESOLVED, on May 21, 2019, the Board of Directors hereby denies the request to construct a room extension on previously extended Common Area patio;

RESOLVED FURTHER, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 3213-D and all future Mutual members at 3213-D;

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

10b. Landscape Committee Recommendations:

- (1) Recommendation to Deny the Appeal for Tree Removal Request (5578-B) Rustyleaf Fig Tree based on Third Mutual's tree removal policies. There is no justification to remove this tree based on litter/debris, as they are a natural occurrence with trees.

RESOLUTION 03-19-44

**DENY AN APPEAL FOR TREE REMOVAL REQUEST
OF RUSTYLEAF FIGTREE – 5578-B**

WHEREAS, September 20, 2011, that the Board of Directors adopted Resolution 03-11-149, Tree Removal Guidelines:

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

WHEREAS, on May 2, 2019, the Landscape Committee reviewed a request for a tree removal of one Rustyleaf Fig tree. The request was received from the Member at 5578-B, who cited the reasons as litter and debris, and overgrown;

WHEREAS, the Committee recommended denying the appeal for the removal of one Rustyleaf Fig tree located at 5578-B Luz Del Sol based on Third Mutual's tree removal policies, which states that there is no justification to remove this tree based on litter and debris, as they are a natural occurrence with trees;

NOW THEREFORE BE IT RESOLVED, May 21, 2019, the Board of Directors denies the removal of one Rustyleaf Fig Tree located at 5578-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 Deny the Removal or Off Schedule Trimming Request (5389-A) Spotted Gum Tree there was no noticeable trunk damage, pest or disease, no surface rooting or damage to the patio, and the tree has a well-balanced open canopy.

RESOLUTION 03-19-45
**DENY A TREE REMOVAL REQUEST OR OFF SCHEDULE TRIMMING
OF SPOTTED GUM TREE – 5389-A**

WHEREAS, September 20, 2011, that the Board of Directors adopted Resolution 03-11-149, Tree Removal Guidelines:

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.

- Trees should not be removed because of view obstruction if the obstruction is at a considerable distance from the complaining manor and therefore causes only a partial obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

WHEREAS, on May 2, 2019, the Landscape Committee reviewed a request for a tree removal or off schedule trimming of one Spotted Gum tree. The request was received from the Member at 5389-A, who cited the reasons as overgrown, litter and debris, and large branches and acorns have fallen onto the patios causing noise;

WHEREAS, the Committee recommended denying the request for the removal or off schedule trimming of one Spotted Gum tree located at 5389-A Paseo Del Lago West based on no noticeable trunk damage, pest or disease, no surface rooting or damage to the patio, and the tree has a well-balanced open canopy;

NOW THEREFORE BE IT RESOLVED, May 21, 2019, the Board of Directors denies the removal or off schedule trimming of one Spotted Gum tree located at 5389-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.

- (3) Recommendation to Deny Tree Removal Request (5560-B) Camphor tree based on Third Mutual's tree removal policies. There is no justification to remove this tree based on litter/debris.

RESOLUTION 03-19-46
DENY A TREE REMOVAL REQUEST
OF CAMPHOR TREE – 5560-B

WHEREAS, September 20, 2011, that the Board of Directors adopted Resolution 03-11-149, Tree Removal Guidelines:

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction if the obstruction is at a considerable distance from the complaining manor and therefore causes only a partial obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.

- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

WHEREAS, on May 2, 2019, the Landscape Committee reviewed a request for a tree removal of one Camphor tree. The request was received from the Member at 5560-B, who cited the reasons as litter and debris;

WHEREAS, the Committee recommended denying the request for the removal of one Camphor tree located at 5560-B Via Portora based on Third Mutual's tree removal policies, which state there is no justification to remove this tree based on litter and debris;

NOW THEREFORE BE IT RESOLVED, May 21, 2019, the Board of Directors denies the removal of one Camphor tree located at 5560-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.

10c. Finance Committee Recommendations:

(1) Approval of Resolution to Record Lien against Member ID# 933-190-62

RESOLUTION 03-19-47
RECORDING OF A LIEN

WHEREAS, Member ID 933-190-62; is currently delinquent to Third Laguna Hills Mutual with regard to the monthly assessment; and

WHEREAS, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

NOW THEREFORE BE IT RESOLVED, May 21, 2019, that the Board of Directors hereby approves the recording of a Lien for Member ID 933-190-62 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.

(2) Approval of Resolution to Record Lien against Member ID# 933-200-62

RESOLUTION 03-19-48
RECORDING OF A LIEN

WHEREAS, Member ID 933-200-62; is currently delinquent to Third Laguna Hills Mutual with regard to the monthly assessment; and

WHEREAS, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

NOW THEREFORE BE IT RESOLVED, May 21, 2019, that the Board of Directors hereby approves the recording of a Lien for Member ID 933-200-62 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.

(3) Approval of Resolution to Record Lien against Member ID# 932-200-13

RESOLUTION 03-19-49
RECORDING OF A LIEN

WHEREAS, Member ID 933-200-13; is currently delinquent to Third Laguna Hills Mutual with regard to the monthly assessment; and

WHEREAS, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

NOW THEREFORE BE IT RESOLVED, May 21, 2019, that the Board of Directors hereby approves the recording of a Lien for Member ID 933-200-13 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.

10d. Consistent with its statutory obligations the Board members individually reviewed the Mutual's financials for the month of March, 2019 and by this vote ratify that such review be confirmed in this month's Board Member Open Session Meeting minutes per Civil Code §5501

Director Parsons made a motion to approve the Consent Calendar with the removal of agenda items 10a2, 10b4 and 10e. The motion was seconded by Director Jarrett and passed unanimously.

11. Unfinished Business

11a. Entertain a Motion to Adopt a Resolution to Amend Golf Cart Policies and Procedures

Director Bruninghaus, Secretary of the Board, presented a summary of the following Resolution:

RESOLUTION 03-19-50
GOLF CART POLICY AND PROCEDURES

WHEREAS, The Third Laguna Hills Mutual (TLHM) Board adopted Resolution 03-17-151 Golf Cart Policies and Procedures to include fines for unpermitted golf carts using mutual electricity;

WHEREAS, the current Schedule of Traffic and Monetary Penalties do not have a specific fine for unpermitted golf carts using TLHM electricity; and

WHEREAS, the Residency Policy and Compliance Task Force has recommended amendments to the Schedule of Traffic and Monetary Penalties to include fines for unpermitted golf cart using TLHM electricity; and

NOW THEREFORE BE IT RESOLVED, on May 21, 2019, the Board of Directors of this Corporation hereby adopts the revisions to the Schedule of Traffic and Monetary Penalties, as attached to the official minutes of this meeting;

FEES AND FINES

Refer to the TLHM Fee Sheet and the Schedule of Traffic and Monetary Penalties.

RESOLVED FURTHER, that Resolution 03-17-151 approved on December 19, 2017; 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

28-day notification for Member review and comments to comply with Civil Code §4360 has been satisfied.

Director Bruninghaus made a motion to adopt the proposed amendment to the Golf Cart Policies and Procedures to include a separate fine for golf carts cited using Mutual electricity without an Annual Electric Golf Cart decal. The motion was seconded by Director Bhada.

Discussion ensued among the Directors.

President diLorenzo called for the vote and the motion passed unanimously.

11b. Entertain a Motion to Adopt a Resolution to Revise the Lease Policy

Director Bruninghaus, Secretary of the Board, presented a summary of the following Resolution:

RESOLUTION 03-19-51
CLARIFICATIONS TO LEASE POLICY

WHEREAS, the Board of Directors (the "Board") of Third Laguna Hills Mutual ("Mutual") held a meeting on April 16, 2019, at which a quorum of the Board was present;

WHEREAS, the Board is obligated to manage and enforce the residency requirements for Mutual Members and other residents and tenants as set forth in the Mutual's governing documents, including without limitation the Mutual's, Declaration of Covenants, Conditions, and Restrictions (CC&Rs), Bylaws, and Operating Rules; and

WHEREAS, pursuant to its duties under the Mutual's Governing Documents, the Board is obligated to review lease applications for prospective leases between Mutual Members and their proposed tenants and any amendments, extension, or renewals thereof in accordance with the provisions of the Bylaws, CC&Rs and Operating Rules; and

WHEREAS, the Board previously adopted a revised Lease Policy by Resolution 03-17-153 which clarified some of the requirements and restrictions relating to leasing of Manors at the Mutual;

WHEREAS, despite language in the current Lease Policy prohibiting the subleasing of any Manor by a Member or Lessee, it has come to the attention of the Board that Members and Lessees have been avoiding such restriction and leasing individual rooms or engaging in rent sharing arrangements by applying for a Lease Authorization Amendment to add Lessees to the Lease who are actually roommates to the Lessee during the Lease Term;

WHEREAS, it has also come to the Board's attention that some Members and Lessees are advertising for such room rental and rent sharing arrangements on websites such as Craigslist and Nextdoor as well as other message boards with the intent to engage in sublease arrangements in violation of the governing documents, and that some Members and Lessees have been advertising on vacation rental websites such as Airbnb, VRBO, and Homeaway for room rentals and arrangements to have persons stay as "guests" despite the Mutual's prohibition on leases less than sixty (60) days in duration;

WHEREAS, the Board has determined that it would be in the best interests of the Mutual to modify some of the restrictions in the Lease Policy to clarify what leasing practices are not permitted and to prevent abuse by Members and

Lessees of the authorization procedures to engage in leasing activity that is otherwise restricted by the Mutual's governing documents;

NOW, THEREFORE BE IT RESOLVED, May 21, 2019 that the Board of the Mutual hereby approves and adopts the revised Lease Authorization Policy; and

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

RESOLVED FURTHER, that Resolution 03-17-153 and the prior version of the Lease Authorization Policy adopted by said Resolution are hereby superseded by this Resolution and the revised Lease Authorization Policy adopted pursuant to this Resolution; and

RESOLVED FURTHER; that the officers and agents of the Mutual are hereby authorized on behalf of the Mutual to carry out this Resolution.

APRIL Initial Notification

28-days notification for Member review and comments to comply with Civil Code §4360 has been satisfied.

Director Bruninghaus made a motion to adopt a resolution to revise the Lease Authorization Policy. The motion was seconded by Director Parsons.

Discussion ensued among the Directors.

A resident spoke against this resolution and urged the Board to consider hardship cases as an exception to the rules, as presented in the resolution.

President diLorenzo called for the vote and the motion passed unanimously.

**Consent Items Removed for discussion:
10a2, 10b4 and 10e.**

10a. Architectural Control and Standards Committee Recommendations

- (2) Recommendation to Approve - 2371-C (Cordoba, AB04_1) Room building on Original Footprint -Patio Area and Bathroom Relocation to Enclosed Atrium**

**RESOLUTION 03-19-53
VARIANCE REQUEST**

WHEREAS, Mr. Rudolph H. Keng of 2371-C Via Mariposa West, a Cordoba style unit, is requesting Board approval of a variance to construct a room ~~extension~~ building over the original patio slab on Exclusive Use Common Area and relocate a bathroom to the existing enclosed atrium; and,

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected units on April 2, 2019, notifying them that an application to make an alteration to a neighboring unit had been made and that comments or objections could be made in writing to the Architectural Controls and Standards Committee or in person at the Architectural Controls and Standards Committee Meeting on April 22, 2019.

NOW THEREFORE BE IT RESOLVED, on May 21, 2019, the Board of Directors hereby approves the request to construct a room ~~extension~~ building over the original patio slab on Exclusive Use Common Area and relocate a bathroom to the existing enclosed atrium;

RESOLVED FURTHER, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member Owner at 2371-C and all future Mutual members at 2371-C;

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 Parsons made a motion to approve the revised resolution to approve the request to construct a room building over the original patio slab on Exclusive Use Common Area and relocate a bathroom to the existing enclosed atrium. Director Bruninghaus seconded the motion and it passed unanimously.

10b. Landscape Committee Recommendations:

- (4) Recommendation to Approve the Request for Tree Removal in Fiscal Year 2020 (5561-B) Ficus Tree since this request meets Third Mutual's tree removal policies to prevent any further root intrusion.

RESOLUTION 03-19-54
APPROVE A TREE REMOVAL REQUEST
OF FICUS TREE – 5561-B

WHEREAS, September 20, 2011, that the Board of Directors adopted Resolution 03-11-149, Tree Removal Guidelines:

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

WHEREAS, on May 2, 2019, the Landscape Committee reviewed a request for a tree removal of one Ficus tree. The request was received from the Member at 5561-B, who cited the reason as sewer damage; and

WHEREAS, the Committee recommended approving the request for the removal of one Ficus tree located at 5561-B Via Portora in fiscal year 2020 based on the forthcoming Maintenance department work to epoxy coat the mainline which will prevent any further root intrusion until that time;

NOW THEREFORE BE IT RESOLVED, May 21, 2019, the Board of Directors approves the removal of one Ficus tree located at 5561-B in fiscal year 2020, and;

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

Director Parson made a motion to approve a tree removal request of one Ficus tree located at 5561-B to prevent any further root intrusion. Director Jarrett seconded the motion and it passed unanimously.

10e. Update Resolution on Third/GRF Committee Appointments

RESOLUTION 03-19-55
THIRD MUTUAL COMMITTEE APPOINTMENTS

RESOLVED, May 21, 2019 that the following persons are hereby appointed to serve on the committees and services of this Corporation;

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

Architectural Standards and Control Committee

Steve Parsons, Chair
Roy Bruninghaus
John Frankel
Lynn Jarrett
Reza Karimi
Rosemarie diLorenzo, Alternate
Voting Advisors: Mike Butler and Mike Plean
Staff Advisor: Siobhan Foster

Communications Committee

Annie McCary, Chair
Roy Bruninghaus, Co-Chair
~~Jon Pearlstone~~
Bunny Carpenter
Lynn Jarrett
Reza Karimi
Jack Connelly, Alternate

Executive Hearing Committee

Steve Parsons, Chair
Rosemarie diLorenzo
Annie McCary
Bunny Carpenter
Jon Pearlstone
Cush Bhada, Alternate
Reza Karimi, Alternate

Finance (Committee of the Whole)

~~Jack Connelly~~
Jon Pearlstone, Chair
Steve Parsons, First Co-Chair
Rosemarie diLorenzo, Second Co-Chair
Non-Voting Advisors: John Hess, Wei-Ming Tao, Michael Cunningham

Garden Villa Recreation Room Subcommittee (Quarterly)

Lynn Jarrett, Chair
Jon Pearlstone
Cush Bhada
Voting Advisors: Sharon Molineri, Stuart Hack, Randy Scott

Landscape

Lynn Jarrett, Chair
Jon Pearlstone, Co-Chair
Cush Bhada
Reza Karimi
Annie McCary
Advisors: James Tung

Maintenance and Construction

Cush Bhada, Chair
Bunny Carpenter, Co-Chair
Rosemarie diLorenzo
John Frankel
Jon Pearlstone
Steve Parsons, Alternate
Non-Voting Advisor: Steve Leonard

New Resident Orientation

Per Rotation List

Water Conservation Committee (Bi-Monthly)

Reza Karimi, Chair
~~Jack Connelly~~
Cush Bhada

Lynn Jarrett
John Frankel, Alternate

Parking & Golf Cart Task Force

Steve Parsons, Chair
John Frankel
Bunny Carpenter
Lynn Jarrett

Resident Policy and Compliance Task Force

Roy Bruninghaus, Chair
Bunny Carpenter
Rosemarie diLorenzo
Steve Parsons
Reza Karimi
Voting Advisors: Stuart Hack, Cindy Baker

RESOLVED FURTHER, that Resolution 03-19-25, adopted March 8, 2019, is hereby superseded and canceled; and,

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

RESOLUTION 03-19-56
GRF COMMITTEE APPOINTMENTS

RESOLVED, May 21, 2019 that in compliance with Article 7, Section 7.3 of the Golden Rain Foundation Bylaws, the following persons are hereby appointed to serve on the committees of the Golden Rain Foundation:

Business Planning Committee

Rosemarie diLorenzo
~~Jack Connelly~~
Jon Pearlstone
Steve Parsons, Alternate

Community Activities Committee

Bunny Carpenter
Cush Bhada
Annie McCary, Alternate
Jon Pearlstone, Alternate

Finance Committee

Rosemarie diLorenzo
Jon Pearlstone, Alternate
Steve Parsons, Alternate
~~Jack Connelly~~

Landscape Committee

Lynn Jarrett
Reza Karimi
Jon Pearlstone, Alternate

Maintenance and Construction Committee

John Frankel
Bunny Carpenter
Cush Bhada, Alternate

PAC Task Force

John Frankel
Cush Bhada

Energy Task Force

Steven Leonard, Chair
John Frankel
Cush Bhada
Steve Parsons, Alternate
Reza Karimi, Alternate
Advisor: Sue Stephens, Bill Walsh

Media and Communication Committee

Roy Bruninghaus
Lynn Jarrett
Bunny Carpenter, Alternate
Annie McCary, Alternate
~~Jon Pearlstone, Alternate~~

Mobility and Vehicles Committee

John Frankel
Jon Pearlstone,
Lynn Jarrett, Alternate
Cush Bhada, Alternate

Security and Community Access Committee

Annie McCary
Steve Parsons,
Roy Bruninghaus, Alternate
~~Cush Bhada, Alternate~~
Reza Karimi, Alternate

Disaster Preparedness

Annie McCary
John Frankel
Steve Parsons, Alternate
~~Jon Pearlstone, Alternate~~
Roy Bruninghaus, Alternate

Laguna Woods Village Traffic Hearings

John Frankel
Annie McCary
Reza Karimi, Alternate

RESOLVED FURTHER, that Resolution 03-19-26, adopted March 8, 2019, 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.

Director Bhada made a motion to approve the Third/GRF Committee Appointments. The motion was seconded by Director Parsons.

Discussion ensued among the Directors regarding changes to the Committee Appointments.

President diLorenzo called for the vote on the amended resolution for Third/GRF Committee Appointments and the motion passed unanimously

Jeff Parker, CEO commented that the VMS Board had a Strategic Planning retreat to set future goals. The VMS Board will be meeting once a month on the 3rd Wednesday of each month.

12. New Business

12a. Entertain a Motion to Introduce a Resolution to Revise Standard 40: Exterior Roll-up Shades (Sun Screens)

Director Bruninghaus, Secretary of the Board, presented a summary of the following Resolution:

RESOLUTION 03-19-xx
REVISE ALTERATION STANDARD 40: EXTERIOR ROLL-UP SHADES
(SUN SCREENS)

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 recognizes the need to revise Alteration Standard 40: Exterior Roll-Up Shades (Sun Screens).

NOW THEREFORE BE IT RESOLVED, May 21, 2019, that the Board of Directors of this Corporation hereby introduces Alteration Standard 40: Exterior Roll-Up Shades (Sun Screens) as attached to the official meeting minutes;

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.

MAY Initial Notification

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

Director Bruninghaus made a motion to introduce a resolution to revise alteration standard 40: exterior roll-up shades (sun screens) for 28-day review, and it passed unanimously.

12b. Entertain a Motion to Approve an Unbudgeted Operating Expense of Approximately \$24,000 for Alternative Herbicide Products

Director Bruninghaus made a motion to approve an unbudgeted operating expense of approximately \$24,000 for alternative herbicide products. The motion was seconded by Director Pearlstone.

Discussion ensued among the Directors.

President diLorenzo called for the vote, and the motion passed unanimously.

13. Committee Reports

13a. Report of the Finance Committee / Financial Report – Director Pearlstone presented the Treasurer's Report. Director Parsons reported on the Resale and Lease Activity Reports. The Committee met on April 30, 2019; next meeting June 4, 2019, at 1:30 p.m. in the Board Room

13b. Report of the Architectural Controls and Standards Committee – Director Parsons reported on the last meeting. The Committee continues to update standards. The Committee met on April 22, 2019; next meeting May 28, 2019, at 1:30 p.m. in the Board Room

13c. Report of the Communications Committee – Director Bruninghaus. The Committee continues to work on the Breeze. The Committee met on March 13, 2019; next meeting TBA.

13d. Report of the Maintenance and Construction Committee – Director Bhada reported from the last meeting. The Committee is working on the new pilot for street lights,

carport condensation panels, lightweight tile roof replacement, bulky item solutions and shepherd's crook installation. The Committee met on May 6, 2019; next meeting July 1, 2019, at 1:00 p.m. in the Board Room.

- Report of the Parking and Golf Cart Task Force – Director Parsons. The Task Force did not meet in April. Next meeting TBA.

- 13e. Report of the Landscape Committee – Director Jarrett reported from the last meeting. The Committee is working on turf modernization, alternative herbicide report, fire risk management plan, hydro-seeding on the slopes, and slope renovation. The Committee met on May 2, 2019; next meeting June 6, 2019, at 9:00 a.m. in the Board Room
- 13f. Report of the Water Subcommittee – Director Bhada gave a report from the last meeting. The Committee members attended a meeting at the El Toro Water District. The Subcommittee met on March 4, 2019; next meeting June 11, 2019 at 11:00 a.m. in the Cypress Room.
- 13g. Report of the Resident Policy and Compliance Task Force – Director Bruninghaus gave an update from the last meeting. The Task Force met on March 11, 2019; next meeting TBA.

14. GRF Committee Highlights

- 14a. Community Activities Committee – Director Pearlstone reported on highlights from the last Committee meeting. The Committee discussed events and facilities that are heavily used and golf usage down because of rain. The Committee met on May 9, 2019; next meeting July 11, 2019 at 1:30 p.m. in the Board Room.
- 14b. Finance Committee – Director Pearlstone reported on highlights from the last Committee meeting. The Committee discussed the budget cycle. The Committee met on April 24, 2019; next meeting June 19, 2019, at 1:30 p.m. in the Board Room.
- 14c. Landscape Committee – Director Jarrett reported on highlights from the last Committee meeting. The Committee discussed the herbicide alternative expense and the Aliso Creek maintenance. The Committee met in May 15, 2019; next meeting August 14, 2019 at 1:30 p.m. in the Board Room
- 14d. Maintenance & Construction Committee – Director Carpenter reported on highlights from the last Committee meeting. The Committee met on April 10, 2019; next meeting June 5, 2019, at 9:30 a.m. in the Board Room
- 14e. Report of the Village Energy Task Force – Director Frankel gave an update from the last meeting. The Task Force appointed Steve Leonard as Chair. The Task Force met on May 1, 2019; next meeting July 3, 2019, at 1:30 p.m. in the Board Room.

- 14f. Media and Communications Committee – Director Bruninghaus reported on highlights from the last Committee meeting. The Committee met on May 20, 2019; next meeting June 17, 2019, at 1:30 p.m. in the Board Room
- 14f. Mobility and Vehicles Committee – Director Pearlstone reported on highlights from the last Committee meeting. The Committee met on April 3, 2019; next meeting June 5, 2019, at 1:30 p.m. in the Board Room
- 14g. Security and Community Access Committee – Director McCary gave an update from the last Committee meeting. The Committee met on April 22, 2019; next meeting June 24, 2019, at 1:30 p.m. in the Board Room
- Disaster Preparedness Task Force – Director Frankel reported on the last meeting. The Task Force met on March 26, 2019; next meeting May 28, 2019, 9:30 a.m. in the Board Room
- 14i. Report of the Laguna Woods Village Traffic Hearings – Director McCary gave an update from the last meeting. The Traffic Hearings were held on May 15, 2019; next hearing will be on June 19, 2019, at 9:00 a.m. in the Board Room and 1:00 p.m. in the Sycamore Room.
- 15. Future Agenda Items** – *All matters listed under Future Agenda Items are Resolutions on 28-day public review or items for a future Board Meetings. No action will be taken by the Board on these agenda items at this meeting. The Board will take action on these items at a future Board Meeting.*
- 15a. Presentation by Orange County Animal Control regarding Coyotes, Snakes & Bees
- 15b. Amend Co-Occupancy Policy
- 15c. Parking Report
- 16. Director's Comments**
- Director Jarrett talked about the sighting of snakes in the community.
 - Director Parsons thanked the LWV Art Association for the new art work.
 - Director Karimi discussed the danger of killer bees.
 - Director McCary gave Memorial Day thank-you for our veterans.
- 17. Recess**
The Board recessed at 11:36 a.m. and reconvened in Executive Session at 12:15 p.m.

Summary of Previous Closed Session Meetings per Civil Code Section §4935
During the April 5, 2019, Special Closed Session, the Board:
Discussed and Considered Legal and Contractual Matters

During the April 16, 2019, Regular Executive Session, the Board:

Approved the Agenda

Approved the Following Meeting Minutes;

(a) March 5, 2019 – Special Closed Session (Legal/Contractual Matters)

(b) March 19, 2019 – Regular Executive Session

Wrote-off Delinquent Assessments for Member ID 931-370-39, 932-200-59

Discussed and Considered Member Matters

Discussed and Considered Legal and Litigation Matters

Discussed and Considered Contractual Issues

19. Adjourn

With no further business to come before the Board of Directors, the meeting was adjourned at 4:35 p.m.

A handwritten signature in black ink, appearing to read "Roy Bruninghaus", written over a horizontal line.

Roy Bruninghaus, Secretary of the Board
Third Laguna Hills Mutual

Security Division				
SCHEDULE OF TRAFFIC MONETARY PENALTIES				
Moving Violations	1st	2nd	3rd	4th (or more)
600 - Speeding (6 - 10 MPH)	\$25.00	\$50.00		
601 - Speeding (11 - 15 MPH)	\$50.00	\$100.00		
602 - Speeding (16 MPH and Over)	\$100.00	\$200.00		
610 - Failure to Stop	\$50.00	\$100.00	\$200.00	
620 - Right of Way	\$25.00	\$50.00		
630 - Turn Signal	\$25.00	\$50.00		
640 - Left of Center	\$25.00	\$50.00		
650 - Hit and Run	\$200.00	\$400.00		
660 - Valid Driver's License Not Produced	\$200.00	\$400.00		
680 - Reckless	\$150.00	\$300.00	\$300.00	\$300.00
690 - Headlight Violation	\$25.00	\$25.00	\$25.00	\$25.00
691 - Riding a Bicycle on Sidewalk	\$25.00	\$25.00	\$50.00	\$50.00
695 - Other Moving	\$25.00	\$50.00		
Parking Violations	1st	2nd	3rd	4th (or more)
010 - Abandoned Vehicle	\$25.00	\$25.00	\$50.00	\$50.00
700 - No Parking Zone	\$25.00	\$50.00	\$75.00	\$100.00
714 - Unpermitted Electric Plug-In (EV)	\$240.00	\$480.00	\$480.00	\$480.00
000 - Unpermitted Electric Plug-In (Golf Cart)	\$100.00	\$150.00	\$200.00	\$250.00
716 - Unattended Extension Cords & Battery Charger	\$50.00	\$100.00	\$150.00	\$150.00
720 - Limited Time Parking	\$25.00	\$25.00	\$50.00	\$75.00
721 - Recreational Vehicle Parked over 6 Hr. Limit	\$25.00	\$25.00	\$50.00	\$75.00
722 - Advertising on Vehicle Parked Overnight	\$25.00	\$25.00	\$50.00	\$75.00
723 - Vehicle Used for Storage	\$50.00	\$100.00	\$150.00	\$200.00
724 - Parked on sidewalk or Grass	\$25.00	\$25.00	\$50.00	\$75.00
725 - Expired Vehicle Registration	\$50.00	\$100.00	\$150.00	\$150.00
726 - Parked Obstructing Access	\$25.00	\$25.00	\$50.00	\$75.00
727 - No Valid GRF Vehicle Decal or Parking Permit Displayed	\$25.00	\$25.00	\$50.00	\$50.00
800 - Fire Hydrant	\$25.00	\$50.00	\$50.00	\$50.00
730 - Other Parking Violations	\$25.00	\$25.00	\$50.00	\$50.00
Handicap Parking Violations	1st	2nd	3rd	4th (or more)
810 - Handicapped Parking				
With Placard & Handicap I.D. verification	\$0.00	\$25.00	\$50.00	\$75.00
811 - Handicapped Parking				
No Placard or Handicap I.D. Displayed	\$150.00	\$200.00	\$250.00	\$275.00
Pedestrian Violations	1st	2nd	3rd	4th (or more)
750 -Pedestrian Violations	\$25.00	\$25.00	\$50.00	\$50.00
RV Parking Violations	1st	2nd	3rd	4th (or more)
820 - Hazardous Material	\$75.00	\$100.00	\$150.00	
830 - Wheel Block	\$25.00	\$50.00	\$75.00	\$100.00
840 - Jack Support (R & R Section "W" Violation)	\$25.00	\$50.00	\$75.00	\$100.00
850 - Maintenance or Repair	\$25.00	\$50.00	\$75.00	\$100.00
860 - Miscellaneous (Minor)	\$25.00	\$50.00	\$75.00	
870 - Miscellaneous (Major)	\$50.00	\$100.00	\$150.00	
RV Lot Parking Violations				
Miscellaneous (Minor)	Miscellaneous (Major)		Miscellaneous (Major)	
Flat Tires	Expired Registration		Unauthorized vehicle in space	
Failure to provide Registration paperwork	Utilizing RV vehicle as living quarters		Vehicle utilized for storage	
	Clutter		Generator running unattended	
	Storage outside of vehicle		Portable sheds or tents erected outside of vehicle	
	Wash-rack violation		Illegal Jack (R & R Section "X" Violation)	

Checks Payable to "GRF" w/ reference# in memo box
 Pay in person by leaving check in "Payment box"
 or mailing to:

Attention: Security Division
 24351 El Toro Road
 Laguna Woods, CA 92637



Lease Policy
Resolution 03-19-51
Adopted May 21, 2019

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 Lease Authorization 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, [in advance, in writing](#), by the Board of Directors for occupancy and

who shall be at least 45 years of age unless such person is the spouse or cohabitant.

- I. Golden Rain Foundation (GRF) – the 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 Authorization 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, as may be permitted by this Lease Policy.~~
- K. Lease Authorization Office - located in the Resident Services Department in the Community Center which ensures that a Lease Application comports with the Governing Documents.
- L. Lease Authorization Extension - Parties to the lease may request an extension of time at the end of the lease authorization period if the original period is shorter than 12 months, subject to the Board of Director's prior written approval.
- M. Lease Authorization Renewal – Parties to the lease authorization may request a renewal no more than 60 days prior to the end of the 12 month period.
- N. Lessee – individual who leases a Manor from a Member.
- O. Manor – a residential condominium unit in TLHM.
- P. Member – a person who has been approved by TLHM as being entitled to membership in TLHM and has an appurtenant right of membership in GRF.
- Q. Non-Resident Member – a Member who does not personally reside in the Member's Manor.
- R. Non-Resident Member Pass – gate entry pass authorizing a non-resident Member access to the Community for the purpose of inspecting his/her property on an as needed basis. This pass does not authorize use of or access to the Community Facilities during any lease period.
- S. Owner – person or persons, partnership or corporation, and the successors and assigns of each of the foregoing, in whom title to a Manor is vested, as shown by the official records of the office of the County Recorder of Orange County, California.

Deleted: twelve

T. Qualifying Resident – person who resides in the Manor, is at least 55 years of age and has been approved by the Board of Directors for occupancy in accordance with the provisions of the CC&R's.

U. Resident – person who has been approved by the Board of Directors for occupancy.

V. Rush – Application submitted fewer than 10 business days before the lease effective start date.

Deleted: ten

W. 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):

THIRD Fees	
Authorization Processing	\$170.00
Authorization Rush Fee	\$100.00
Authorization Renewal (see Section II, M)	\$110.00
Authorization Extension (see Section II, L)	\$ 70.00
Authorization Amendment	\$ 70.00

GRF Fees	
* Additional Occupant (For each person in excess of two (monthly), Must be paid in advance for the term of the lease.	\$ 90.00
Non-return of:	
ID Card(s)	\$125.00
Decal(s)	\$125.00
Pass(es)	\$ 25.00

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

IV. Terms and Conditions

A. General Information

1. Authorization to Lease (Authorization) shall be effective only when approved in [advance in](#) writing by 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 pending and 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). Any changes in the notice in Exhibit A as may be required by law or otherwise shall not be deemed a change to this Lease Policy which requires notice to the Members of TLHM.
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 ten (10) business days of its written submittal. A rush fee of one hundred dollars (\$100.00) will be

imposed by TLHM on any Member requests for expedited services prior to the routine ten (10) business days of processing. No representation or warranty is made that TLHM will be able to complete a Rush Authorization 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.
9. **The Member is at all times responsible for the acts or omissions of, without limitation, the Member's Lessee, guest, care provider, vendor, invitee or contractor as well as the guests, care providers, invitees or contractors of the Member's Lessee.**

B. Charges

1. Member and Lessee acknowledge that the Member is obligated to pay Charges and Assessments imposed by GRF and/or 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 form in Exhibit B 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 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 pursuant to the Lease between the Member and the Lessee, and shall not be deemed to be a landlord or party to a landlord-tenant relationship with Member or Lessee for any reason or at any time.

D. ID Cards and Privileges

1. Lessee ID Cards shall be issued for a period not longer than the duration of the Lease Authorization.
2. Lessee ID cards are not issued until all paperwork required pursuant to this Lease Policy is received and the Application has been approved in [advance, in](#) writing by 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 all Resident ID Card(s) and Resident Decal(s) and the right to such privileges while the Authorization and/or Lease is in effect in accordance with the Governing Documents.
5. Lessee may use the facilities and receive the services made available by GRF to all Members. The facilities and services may be modified or discontinued by GRF at any time.
6. At the end of the Lease Authorization period, the Member is required to return all gate entry passes including ID cards, automobile decals, guest passes, business passes, and care provider passes in order to avoid a GRF non-return fee. (See Section III, Fees).

E. Occupancy

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

3. An application to reside in a Manor shall be made on the form prescribed by the TLHM Board pursuant to Article II, Section 1 of the CC&Rs. The current form is attached hereto as Exhibit C. Any changes in such form shall not be deemed a change in this Lease Policy which requires notice to the Members of TLHM.
4. Manor leases must be for a period not less than sixty (60) days.
5. Any leases longer than twelve (12) months will require a Lease Authorization to be renewed annually and is subject to the terms and conditions set forth herein.
6. The Manor, together with the parking space assigned to such Manor, must be made available to the Lessee during the entire term of the Lease Authorization.
7. Relatives and other guests may stay overnight for a total of 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.
8. Unless otherwise required by law, the maximum number of persons allowed to occupy a Manor is equal to the number of original construction bedrooms plus one; no more than two persons in a one bedroom Manor; no more than three persons in a two bedroom Manor, no more than four persons in a three bedroom Manor. There is an additional monthly GRF fee for each person in excess of two.
9. The Manor shall be used and occupied solely as a private residential dwelling and for no other purpose.
10. No person shall reside in a Manor, other than those listed on the approved Authorization to Lease.
11. No business or commercial venture may be conducted in the Manor.
12. The Member and/or Lessee shall not assign any interest therein and shall not sublet the Manor or any part thereof or any right or privilege appurtenant thereto, pursuant to a formal agreement or otherwise, or permit any other person to occupy or use the premises or any portion thereof. To assure compliance with these provisions and the other TLHM governing documents, Leases shall not be amended to add additional Lessees to an approved Lease during the approved Lease period.
13. No room rental arrangements, nor subleases, shall be permitted and no Member or Lessee may advertise for any room rental or rent sharing

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Indent: Left: 0.5", Space After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering, Tab stops: Not at 0.5"

agreement (for example only, listed on Craigslist, Nextdoor, or any similar website), nor shall any Member or Lessee be permitted to obtain a Lease Authorization Amendment to amend a lease for the purpose of adding a roommate and/or other Lessees during the term of an Authorization to Lease. TLHM will not approve any Lease Authorization Amendment submitted for the purpose of adding additional persons to a Lease during the term of a Lease Authorization.

14. No Manor or any portion thereof may be used for vacation rentals or advertised for such use (for example only, listed on Airbnb, VRBO or any similar website), nor may any Manor be leased to a corporate housing company including any nonprofit housing organization.

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Indent: Left: 0.5", Space After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering, Tab stops: Not at 0.5"

Deleted: <#>¶

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

Lessee shall not be entitled to any abatement of rent payable by Lessee hereunder or to any rebate of rent to Lessee or damages for any loss of occupation or quiet enjoyment of the premises on account of any such entry by 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.

Deleted: ,

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, without limitation, any co-occupant, lessee, guest, care provider, vendor, invitee or contractor. Disciplinary action suspending or revoking a Member's privileges shall apply to the Member's Lessee, his or her Co-Occupants as applicable, and their guests and invitees.

1. The Member and Lessee must read and agree to comply with and be bound by all the Governing Documents and the Community Rules.
2. Nothing contained herein shall relieve Member of the performance of any obligation owed to 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.