



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

**Tuesday, December 28, 2021 – 9:30 A.M.
BOARD ROOM/ VIRTUAL MEETING
Laguna Woods Village Community Center
24351 El Toro Road**

AGENDA

- | | |
|---|------------------|
| 1. Call to Order | Robert Mutchnick |
| 2. Acknowledgment of Media | Robert Mutchnick |
| 3. Approval of the Agenda | Robert Mutchnick |
| 4. Approval of Meeting Report for November 23, 2021 | Robert Mutchnick |
| 5. Chair's Remarks | Robert Mutchnick |
| 6. Member Comments (Items Not on the Agenda) | |

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

- a. Via email to meeting@vmsinc.org any time before the meeting is scheduled to begin or during the meeting. Please use the name of the committee in the subject line of the email. Name and manor number must be included.
- b. Join the Committee meeting via Zoom at: <https://us06web.zoom.us/j/82449604035> or by dialing 669-900-6833 Access Code: 824 4960 4035.

Reports:

None

Items for Discussion and Consideration:

- | | |
|-------------------------------|------------------|
| 7. Lease – Lower Cap to 25% | Pamela Bashline |
| 8. Additional Occupancy Fee | Pamela Bashline |
| 9. Lease Renewal | Pamela Bashline |
| 10. Distribution of Materials | Blessilda Wright |

Items for Future Agendas:

None

Concluding Business:

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

Robert Mutchnick, Chair
Blessilda Wright, Staff Officer
Telephone: 949-597-4254



OPEN MEETING

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

Wednesday, November 23, 2021 – 9:30 A.M.
BOARD ROOM/VIRTUAL MEETING
Laguna Woods Village Community Center
24351 El Toro Road, Laguna Woods, CA 92637

MEMBERS PRESENT: Robert Mutchnick, Chair, Lynn Jarrett, Cush Bhada, Mark Laws, and Annie McCary

MEMBERS ABSENT: None

ADVISORS PRESENT: None

ADVISORS ABSENT: Stuart Hack

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

CALL TO ORDER

Robert Mutchnick, Chair, called the meeting to order at 9:30 a.m.

ACKNOWLEDGEMENT OF MEDIA

The Media was not present.

APPROVAL OF AGENDA

Director Bhada made a motion to approve the agenda. Director McCary seconded the motion.

By consensus, the motion carried.

APPROVAL OF MEETING REPORTS

Director Jarrett made a motion to approve the, August 24, 2021 meeting report as presented. Director McCary seconded the motion.

By a vote of 4-0-1 (Director Laws abstained), the motion carried.

CHAIRMAN'S REMARKS

Chair Mutchnick stated this is the first meeting since the August 24, 2021 meeting and it's time to address issues.

MEMBER COMMENTS ON NON-AGENDA ITEMS

None

REPORTS

None

ITEMS FOR DISCUSSION AND CONSIDERATION

Lease – Lower Cap to 25%

Chair Mutchnick and Pamela Bashline, Community Service Manager, presented Lease – Lower Cap to 25%. The Committee commented and asked questions.

Director McCary made a motion to table the matter to the next meeting. Director Laws seconded the motion.

By unanimous vote, the motion carried.

Multi-Unit Owners Qualifications

Ms. Bashline presented Multi-Unit Owners Qualifications. The Committee commented and asked questions.

By consensus, no action was taken.

Staff was directed to publicize the information as it pertains to Multi-Unit Owners.

Lease Renewal

Ms. Bashline presented Lease Renewal. The Committee commented and asked questions.

By consensus, the Committee tabled the matter to the next meeting.

ITEMS FOR FUTURE AGENDAS

- Distribution of Materials
- Additional Occupancy Fee
- Lease – Lower Cap to 25%
- Lease Renewal

CONCLUDING BUSINESS

Committee Member Comments

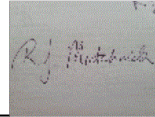
Director Laws stated that he enjoyed his first meeting with this Committee.

Date of Next Meeting

December 28, 2021 at 9:30 A.M.

Adjournment

With no further business before the Committee, the Chair adjourned the meeting at 10:16 a.m.

A small, square, grayscale image of a handwritten signature, likely "Robert Mutchnick", in cursive script.

Robert Mutchnick, Chair
Third Laguna Hills Mutual



STAFF REPORT

DATE: December 28, 2021
FOR: Resident Policy and Compliance Committee
SUBJECT: Lease Authorization – Lower Cap to 25 Percent

RECOMMENDATION

Staff recommends lowering the lease cap from 30 percent to 25 percent in order to align with state legislative guidelines, increase the pool of owner-occupied units and potentially reduce the finance and re-financing fees incurred by buyers and existing owners.

BACKGROUND

As investment activity increased, Third Laguna Hills Mutual (Third) adopted, on April 23, 2020, Resolution 03-20-26, which established the Leasing Cap and Wait List Policy (ATT 1). The lease cap was originally adopted in 2008, but as the percentage of leased units approached 30 percent, it became clear that a strategy must be developed in order to maintain an orderly process.

Legislation became effective January 1, 2021 requiring that associations remove unreasonable rental restrictions. Lawmakers have determined that at least 25 percent of a development must be available to non-owners (tenants or renters). While Third Mutual has been up to this time more generous with respect to the total number of leased units, revisiting the lease cap at this time would arguably be a prudent consideration. The potential reduced cap would apply only to purchasers after the cap is amended.

DISCUSSION

At present, the average leasing percentage in Third is 26 percent. The timing of a reduction in the lease cap could be beneficial to the corporation while the actual rental percentage is now close to the more desirable lease percentage. Every day that the lower percentage is not adopted enables more owners to be protected by the 30 percent cap now in effect. One of the benefits of the lower cap is a possible increase in the property value that is desirable for Third Mutual. The existing policy can be easily amended to capture the lower rate.

FINANCIAL ANALYSIS

None.

Prepared By: Pamela Bashline, Community Services Manager
Reviewed By: Siobhan Foster, COO

ATTACHMENT(S)

ATT 1 – Leasing Cap and Lease Waiting List Policy



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

I. Purpose

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

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

II. Restriction on Number of Units Leased; Leasing Eligibility

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

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

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

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

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

III. Waiting List

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

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

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

IV. Exemptions; Enforcement

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

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

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



STAFF REPORT

DATE: December 28, 2021
FOR: Resident Policy and Compliance Committee
SUBJECT: Additional Occupancy Fee

RECOMMENDATION

Staff recommends that the Committee consider creating a fee for additional occupants in order to mitigate expenses incurred by Third Laguna Hills Mutual (Third) for wear and tear of the common areas as well as increased utility expenses.

BACKGROUND

At present, both GRF and United Laguna Woods Mutual (United) charge nominal fees for additional occupants. The per forma operating budget considers that two persons occupy a unit. Both GRF and United have historically sought fees to compensate the corporations when more than two persons occupy a unit. GRF charges \$100 per month for the third and/or fourth occupant; United charges \$50 per month for the third occupant. The number of occupants in both corporations is restricted to the number of original construction bedrooms plus one.

DISCUSSION

Operating costs necessary to maintain the common areas and to pay for utilities, most particularly water, are increasing year over year. When a third person is a lessee, the fee for each month is payable in advance. When the third person is not a lessee, the additional occupant fee can be billed on a monthly basis, until such time as the number of occupants is reduced to two or fewer. Higher density living often involves competition for limited common area facilities such as parking and laundry.

Approximately 73 units reflect more than two occupants in residence as of this writing. As the cost of housing and rental rates continue to increase, the number of households doubling up is also likely to increase. Accordingly, it may be prudent for Third to now consider offsetting the expense of potential greater numbers of individuals exceeding two in a dwelling unit. It should be noted that third persons who are live in care providers are not currently charged an additional fee by either GRF or United.

FINANCIAL ANALYSIS

Presently there are approximately 73 units in United Mutual paying the GRF additional occupancy fee. Estimated revenue potential would be based on the number of units with additional occupancy multiplied by the amount of the proposed additional occupancy fee.

Prepared By: Pamela Bashline, Community Services Manager
Reviewed By: Siobhan Foster, COO



STAFF REPORT

DATE: December 28, 2021
FOR: Resident Policy and Compliance Committee
SUBJECT: Lease Authorization Renewal

RECOMMENDATION

Staff recommends amending the process and documents pertinent to the annual renewal of lease authorization applications.

BACKGROUND

Third Laguna Hills Mutual (Third) last amended its Lease Authorization Policy by way of Resolution 03-21-04 on January 19, 2021. While Third is not a party to landlord-tenant lease agreements, it does have the authority to regulate access to the community as well as regulate who may reside in dwelling units. Parties to lease agreements who are in good standing (no rules violations, no late payments, no delinquencies) have sought relief from what they perceive as a cumbersome lease authorization renewal process. To that end, several modifications are being suggested for consideration by the Committee and Board of Directors.

Landlords and tenants who remain in good standing, without infractions as noted above, may take advantage of abbreviated lease authorization renewal forms (ATT 1, ATT 2 and ATT 3). The abbreviated forms, while still required annually, ensure that Third's corporate records remain current and that staff review of database records verifies all parties remain in good standing. No change to the fee structure for lease authorization renewals (\$110) for up to five years is recommended at this time. After five years, parties to the lease and lease authorization process would be expected to complete the full lease authorization application.

DISCUSSION

The full lease authorization application (ATT 4) requires landlords and tenants to complete the lease authorization application, provide a copy of the lease agreement, acknowledge the Assignments of Rent provision, provide the Declaration of Criminal Record for each lessee and provide the Declaration of Understanding signed by each lessor and lessee. The full lease authorization application re-acquaints everyone with the complete policy and any amendments thereto. The fee for a new lease authorization application is currently \$170; no change to the fee is recommended at this time.

Utilizing abbreviated forms will simplify the process for customers and staff alike. It is common for some individuals' contact information to change frequently, and so the annual verification of mailing address, email address and telephone numbers is quite justifiable and particularly important for off-site owner communication.

FINANCIAL ANALYSIS

None.

Prepared By: Pamela Bashline, Community Services Manager

Reviewed By: Siobhan Foster, COO

ATTACHMENT(S)

ATT 1 – Renewal of Lease Authorization Application
ATT 2 – Lease Authorization Application (Lessor)
ATT 3 – Lease Authorization Application (Lessee)
ATT 4 – Lease Authorization Policy and Application

Renewal of Lease Authorization Application

Renewal of Lease Authorization Application made by and between:

_____ Landlord and
 _____ Tenant,

Relative to a certain lease agreement for premises known as:

 Address

 City State Zip Code

Landlord and Tenant each agree to extend the term of said Lease Authorization for a period of

_____ commencing on _____ (start date) and terminating
 on _____ (ending date).

During the extended term, Tenant shall pay Landlord rent of \$ _____.

It is further provided, however, that all other terms of the Lease Authorization shall continue during this renewal term as if set forth herein.

This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed this Date: _____

 Landlord

 Landlord

 Tenant

 Tenant

Lease Authorization Application

Unit No: _____

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

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

Lease Authorization Application

Unit No: _____

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

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

Information for Lessee #1		Lessee #1 ID No. _____
First Name:	Last Name:	
Telephone:	Cell Phone:	
Date of Birth:	SS#:	
Email:		
Has proposed Lessee #1 been convicted of a felony in the last 20 years?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Has proposed Lessee #1 been convicted of a misdemeanor involving moral turpitude in the last five years?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Information for Lessee #2		Lessee #2 ID No. _____
First Name:	Last Name:	
Telephone:	Cell Phone:	
Date of Birth:	SS#:	
Email:		
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 five years?		<input type="checkbox"/> Yes <input type="checkbox"/> No

Signed this date _____

Signed this date _____

Signature Lessee #1

Signature Lessee #2



Application for Lease Permit Checklist

- Please provide a copy of the executed lease agreement between the Member and Lessee for the current year. (Separate from this application, it is the Member's responsibility to execute a lease agreement, not included within this package, and not provided by Laguna Woods Village Leasing office.)
- The information provided must be legible for digital imaging.
- Please submit a complete package with all documents otherwise the package cannot be processed—see page 19.
- Complete Package can be submitted:

BY MAIL

Laguna Woods Village
 Attention Leasing
 P.O. Box 2220
 Laguna Hills, CA 92654-2220

DROP OFF (Black drop box in front of Community Center entrance)

Laguna Woods Village
 Attention Leasing
 24351 El Toro Road
 Laguna Woods, CA 92638



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

lagunawoodsvillage.com and click on Neighborhoods→Sales & Leasing→Third

Laguna Hills→Third Lease Authorization Policy

Lease Authorization Policy
Resolution 03-21-04
Adopted January 19, 2021

I. Purpose

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

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

II. Definitions

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

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

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

III. Fees

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

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

GRF Fees	
* Additional Occupant Fee (for each person in excess of two [monthly]. Must be paid in advance for the term of the lease.)	\$100
Non-return of:	
▪ ID Card(s)	\$125
▪ Decals(s)	\$125
▪ Pass(es)	\$25

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

IV. Terms and Conditions

A. General Information

1. Authorization to Lease (Authorization) shall be effective only when approved in advance, in writing by Third and issued in writing by an authorized VMS staff member(s) of Third; the approval of any Lease shall be limited to the term specified herein. The term of a lease may not be less than 30 days, nor may the term of a lease exceed 12 months, subject to Article II, Section M herein above. The copy of a pending and fully executed Lease must be provided to Third prior to the Lessee's move-in to the Member's Manor.
2. Renewal of the Authorization to Lease shall require the prior written approval of Third provided that Third shall not be obligated or have any duty to approve such extension or renewal regardless of a Member or Lessee's circumstances unless required by law.
3. Third shall, to the extent required by law, provide notice of potential asbestos-containing materials used during construction (Exhibit A). Any changes in the notice in Exhibit A as may be required by law or otherwise shall not be deemed a change to this Lease Policy which requires notice to the Members of Third.
4. Laguna Woods Village is an independent-lifestyle and age-restricted senior citizen housing development (as defined by California Civil Code §51.3). No form of health care or assisted living is provided by Third. Each Resident is responsible for his/her own health, safety, care and welfare, subject to the conditions and restrictions regarding care providers from Third Governing Documents and Third's "Care Provider Policy."
5. Appearance of the Community is important, and Residents are required to keep their balconies, patios, walkways and carports free from clutter, trash and debris per the approved Community Rules and Regulations.
6. Third, GRF and VMS are not parties to the terms of a lease between the Member and Lessee, and will not be involved in resolving any disputes between the Member and Lessee; provided, however that if a Member is in violation of the Community Rules or this Lease Policy, or if a Lessee is violating the Community Rules or this Lease Policy, Third shall have all rights and remedies available to it under the Community Rules and this Lease Policy.
7. The Lease Authorization Office will notify the Member of the Approval/Denial status of the application within 10 business days of its written submittal. A rush fee of \$100 will be imposed by Third on any Member requests for expedited services prior to the routine 10 business days of processing. No representation or warranty is made that Third will be able to complete a Rush Authorization approval request in the Members' requested timeframe.

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

B. Charges

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

C. Assignment of Rents

1. If a Member is delinquent in his or her payment of any GRF and/or Third Charges and/or Assessments, as required under the Governing Documents, Member and Lessee each acknowledge and agree that the Member hereby assigns to and confers upon Third, the right to collect and retain the rent payable by the Lessee and to apply the same to any delinquent Charges and Assessments, as well as any late fees, attorneys' fees, or other costs and expenses permissible by law or the Governing Documents that may be incurred or assessed by Third in connection with the delinquent Assessment and/or GRF and/or Third Charges.
2. Member and Lessee acknowledge and agree that, concurrent with notice in writing to the Member, Third shall be entitled to directly receive the rent by delivering to the Lessee at the Manor a Notice of Assignment of Rents (Exhibit B). Upon receipt of such Notice, the Lessee shall directly forward all payments of rent

required under the Lease to Third at the address set forth in the Notice until the Lessee shall receive a second notice to the effect that the Lessee may again resume making rental payments directly to the Member. Any changes in the Notice of Assignment of Rents form in Exhibit B shall not be deemed a change to this Lease Policy which requires notice to the Members of Third.

3. To the fullest extent permitted by law, such payments of rent paid directly to Third shall continue until the delinquent Assessments or Charges and any late fees, attorneys' fees, or other collection costs and expenses incurred by the Member are paid in full. In the event that the payment of rent received by Third is in excess of the amounts owed by the Member, then Third shall refund the difference, less any processing fee(s), to the Member within 30 business days of receipt of such rental payment.
4. Member acknowledges and agrees that the Lessee shall not be in breach of the Lease solely as a result of making rental payments directly to Third, and further that the Member shall not take any other action or avail itself of any other remedies against the Lessee under the Lease or otherwise based on the Lessee's direct payment of rent to Third following receipt of a Notice of Assignment of Rents.
5. Member and Lessee acknowledge and agree that Third shall not have any obligation either to the Member or the Lessee to fulfill the duties of the Member or the Lessee under their Lease, nor shall Third have any obligations to any other third party based on its direct receipt of the rent to cover delinquent Assessments or Charges and associated costs and expenses as set forth above. It is specifically agreed that Third is not and will not be assuming any of the responsibility of the Member or the Lessee to fulfill any of the terms, conditions and covenants between the Member and the Lessee pursuant to the Lease between the Member and the Lessee, and shall not be deemed to be a landlord or party to a landlord-tenant relationship with Member or Lessee for any reason or at any time.

D. ID Cards and Privileges

1. Lessee ID Cards shall be issued for a period not longer than the duration of the Lease Authorization.
2. Lessee ID cards are not issued until all paperwork required pursuant to this Lease Policy is received and the Application has been approved in advance in writing by Third.
3. Lessee ID cards will be available no sooner than seven days prior to the lease start date unless Third approves a Lease under the Rush standards referenced herein under Article IV, Section A(7).
4. Member acknowledges and agrees that the privileges of membership in GRF are granted and assigned to Lessee for the duration of the Authorization to Lease and

the Lease itself; and Member hereby surrenders all Resident ID Card(s) and Resident Decal(s) and the right to such privileges while the Authorization and/or Lease is in effect in accordance with the Governing Documents.

5. Lessee may use the facilities and receive the services made available by GRF to all Members. The facilities and services may be modified or discontinued by GRF at any time.
6. At the end of the Lease Authorization period, the Member is required to return all gate entry passes including ID cards, automobile decals, guest passes, business passes and care provider passes in order to avoid a GRF non-return fee. (See Section III, Fees).

E. Occupancy

1. It is highly recommended that Members obtain/perform both background and credit checks on new Lessees as well as check references provided by the Lessee to protect such Member's interests, given that the Member will be held responsible for the acts and/or omissions of their Lessees that violate Third's Governing Documents.
2. No person, including but not limited to a Lessee, may reside in a Manor without the prior written approval of the Third Board of Directors or VMS authorized staff member(s). Contact Resident Services Department at 949-597-4600 for any change in residency status.
3. An application to reside in a Manor shall be made on the form prescribed by the Third Board pursuant to Article II, Section 1 of the CC&Rs. The current form is attached hereto as Exhibit C. Any changes in such form shall not be deemed a change in this Lease Policy which requires notice to the Members of Third.
4. Manor leases must be for a period not less than 30 days.
5. Any leases longer than 12 months will require a Lease Authorization to be renewed annually and is subject to the terms and conditions set forth herein.
6. The Manor, together with the parking space assigned to such Manor, must be made available to the Lessee during the entire term of the Lease Authorization.
7. Relatives and other guests may stay overnight for a total of 60 days in any 12-month period. Relatives and guests may not stay in a Manor during the absence of the Qualifying Resident or Co-Occupant.
8. Unless otherwise required by law, the maximum number of persons allowed to occupy a Manor is equal to the number of original construction bedrooms plus one; no more than two persons in a one-bedroom Manor; no more than three persons in a two-bedroom Manor, no more than four persons in a three-bedroom

Manor. There is an additional monthly GRF fee for each person in excess of two.

9. The Manor shall be used and occupied solely as a private residential dwelling and for no other purpose.
 10. No person shall reside in a Manor, other than those listed on the approved Authorization to Lease.
 11. No business or commercial venture may be conducted in the Manor.
 12. The Member and/or Lessee shall not assign any interest therein and shall not sublet the Manor or any part thereof or any right or privilege appurtenant thereto, pursuant to a formal agreement or otherwise, or permit any other person to occupy or use the premises or any portion thereof. To assure compliance with these provisions and the other Third governing documents, leases shall not be amended to add additional lessees to an approved lease during the approved lease period.
 13. Unless required by law, no room rental arrangements or subleases shall be permitted and no Member or lessee may advertise for any room rental or rent-sharing agreement (for example only, listed on Airbnb, VRBO, Craigslist, Next door or any similar website), nor shall any Member or Lessee be permitted to obtain a Lease Authorization Amendment to amend a lease for the purpose of adding a roommate and/or other Lessees during the term of an Authorization to Lease. Third will not approve any Lease Authorization Amendment submitted for the purpose of adding additional persons to a Lease during the term of a Lease Authorization.
 14. No Manor or any portion thereof may be used for vacation rentals or advertised for such use for a period of less than 30 days (for example only, listed on Airbnb, VRBO or any similar website), nor may any Manor be leased to a corporate housing company, including any nonprofit housing organization.
- F. Move In/Move Out and Bulky Items Delivery/Pickup
1. When moving into the Community, Lessee(s) must break down and stack moving boxes next to trash dumpsters or at curbside for routine pickup.
 2. The use of an elevator, when moving into or out of a multi-story building, requires the placement of elevator protection pads, which can be requested by calling the Security Department 949-580-1400. Similarly, individuals are required to order elevator protection pads when arranging for delivery or removal of bulky items, such as furniture.
 3. Each Member is responsible for any damage caused by his or her movers or deliveries to the elevator, lobby furniture, common area and/or other Third property.

4. No oversized furniture, appliances, non-broken down boxes or other similar items may be discarded outside of the Manor at any time, except to the extent permitted by the Community Rules.

G. Alteration, Repairs and Maintenance

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

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

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

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

H. Insurance

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

I. Rights and Remedies

1. As a material part of the consideration to be rendered to Member under an Authorization to Lease, Lessee hereby waives, to the maximum extent authorized by law, all claims against Member and Third for damages to personal property in, upon or about said Manor and for injuries to persons in, upon or about said premises from any cause arising at any time.
2. Lessee shall, to the fullest extent permissible by law, hold Member, Third, GRF and VMS harmless from any liability on account of any damage or injury to person

or personal property arising from the use of the Manor by Lessee arising from the failure of Lessee to keep the Manor in good condition as provided herein or failure to perform or observe any of Lessee's obligations under this Authorization. Third, GRF and VMS shall not be liable to Lessee for any damage caused by any act or negligence of any other occupant of the same building or by any Member or occupant of adjoining or contiguous property. Without limiting the foregoing, the Member shall at all times be responsible for the acts or omissions of his or her Lessee and shall be liable for any damages or financial expenses incurred by Third as a result of the Lessee's use of the Manor or any other portions of the building in which the Manor is located and/or common areas.

3. The Member and Lessee shall be liable for all damages to the Manor, to the building in which the Manor is located and to the Common Areas of the Community, as well as all damage to other occupants thereof caused by the Member's and/or Lessee's misuse or neglect of the premises, equipment, apparatus or appurtenances. The Member and Lessee also shall be liable for all damage or injury done to the Manor, to the building in which the Manor is located or to the Common Areas by any person who may be in or upon the building, the Manor or the Common Areas with the authorization of the Member and/or Lessee. Without limiting the foregoing, the Member shall be primarily liable for all damages, as described in this paragraph, stemming from the acts or omissions of the Lessee.
4. In the event of any total or partial destruction of the Manor during the term of this Authorization from any cause, the Member is solely responsible, to the fullest extent permitted by law, for terminating this Authorization.
5. In the event that the real property upon which the Manor is located or any part thereof shall be acquired by any public body, agency or other entity having the power of eminent domain, whether by voluntary sale, threat of condemnation or by judgment of a court in condemnation proceedings, the Member is solely responsible, to the extent permitted by law, for terminating this Authorization.
6. In the event of any breach of this Authorization by the Member and/or Lessee, Third shall have the same rights and remedies to enforce this Authorization as are available to Member hereunder, which may be exercised by Third without regard to any exercise thereof by Member. Additionally, Third shall have the same rights to dispossess the Lessee or otherwise act for the Member as may be necessary or appropriate in the event of any breach of the Authorization or the Lessee's failure to vacate following expiration of the Authorization term. Third shall also have the right to bring an unlawful detainer action against the Member and/or Lessee after proper notice has been given as provided in California Civil Code Section 1946 or any successor statute thereto. Nothing contained in this paragraph or otherwise in this Lease Policy shall be deemed to create a landlord-tenant relationship between Third and the Member or Lessee.

7. Any notice to Member, Lessee or Third shall be given by personal service, electronic document notice, or by registered or certified mail addressed to Member: at the address indicated on the Application; to Lessee: at the Manor; and to Third: P.O. Box 2220, Laguna Hills, CA 92654-2220. There is no mail delivery to the street address.
8. The terms and provisions contained herein shall apply to and bind the heirs, successors, personal representatives and assigns of all of the parties hereto.
9. If any legal action or proceeding is commenced by either party or Third to enforce any part of this policy, the prevailing party shall be entitled to recover, in addition to all other relief, reasonable attorney's fees and costs.

J. Enforcement

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

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



Exhibit A
Disclosure Notice

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

FROM: Village Management Services Inc.

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

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

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

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

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

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

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

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

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

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

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

January 1, 2016

Village Management Services Inc.

Exhibit B
Notice of Assignment of Rents



RE: NOTICE TO LESSEE - ASSIGNMENT OF RENTS

Dear _____:

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

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

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

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

Please make your checks payable to Third Laguna Hills Mutual.

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

Sincerely,

Bryan English
Accounting Supervisor
Financial Services Division

cc: Lessor
Leasing Department



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Exhibit C

Lease Authorization Procedure and Application

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

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

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

Required documentation:

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

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

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

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

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

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Exhibit C
Lease Authorization Application

Unit No: _____

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

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

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

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Lease Authorization Agreement				
The undersigned acknowledges receipt of the Lease Policy and acknowledges that it does not represent any direct or indirect liability on behalf of Third Laguna Hills Mutual (Third), the Golden Rain Foundation of Laguna Woods (GRF) and Village Management Services Inc. (VMS), and each of their respective directors, officers, employees and agents.				
Acknowledgment	Initial(s)			
	Member #1	Member #2	Lessee #1	Lessee #2
I have read and received a copy of the Lease Policy and agree to comply.				
I agree to comply with the rules established by this Community.				
Third, GRF and VMS are not parties to the terms of the lease between the Member and Lessee.				
I agree that Third has the right to collect and retain the rent payable and to apply it to any delinquent assessments and charges.				
I understand that falsification of any information related to this application renders this application null and void.				
Does Lessee(s) have authorization to request repairs on behalf of the Member or work for which there is a charge? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Member #1 Name (Print):	Member Signature:		Date:	
Member #2 Name (Print):	Member Signature:		Date:	
Lessee #1 Name (Print):	Lessee Signature:		Date:	
Lessee #2 Name (Print):	Lessee Signature:		Date:	
ACTION BY MUTUAL BOARD OF DIRECTORS				
APPLICATION DENIED		APPLICATION APPROVED		
The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is denied .		The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is approved .		
SIGNATURE		SIGNATURE		
SIGNATURE		SIGNATURE		
SIGNATURE		SIGNATURE		
DATE:		DATE:		

Date _____

By _____
Authorized Agent

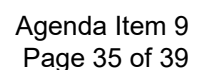
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The undersigned hereby states:

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DECLARATION OF UNDERSTANDING

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

Member #1 Print Name

Date

Member #1 Signature

Member #2 Print Name

Date

Member #2 Signature

Lessee #1 Print Name

Date

Lessee #1 Signature

Lessee #2 Print Name

Date

Lessee #2 Signature

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When you get approved, please set this up.

When seconds count, you can count on...



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

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

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

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

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

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



STAFF REPORT

DATE: December 28, 2021
FOR: Resident Policy & Compliance Committee
SUBJECT: Distributing – Posting Printed Materials

RECOMMENDATION

Receive and file report.

BACKGROUND

The Board created a Residency Policy and Compliance Committee to review policies and processes for consistency. The committee has identified areas of improvement including, but not limited to, the need to amend the Distributing- Posting Printed Materials Policy.

On June 19, 2007, the Third Laguna Hills Mutual (Third) Board of Directors (Board) adopted the Distributing of Printed Material policy to provide guidelines on door-to-door distribution of material, petitions and posting of material's within Third.

DISCUSSION

During the 2021 election cycle the Compliance Division received reports from members concerning placement of printed materials on doorknobs/doors throughout Third. The member's concerns include, but are not limited to, printed materials trapped in the door screen, transmission of germs from unknown person's touching the doorknobs, and the overall look of multiple materials hung from doorknobs.

The current Distribution of Printed Materials states "...materials that are distributed door-to-door may only be left on the surface of the thresholds of front doors. Material may not be hung from doorknobs nor placed in USPS delivery points, nor left on vehicles in carports..."

FINANCIAL ANALYSIS

There is no financial impact.

Prepared By: Blessilda Wright, Compliance Supervisor

Reviewed By: Francis Gomez, Operations Manager

ATTACHMENT(S)

Attachment 1: Resolution 03-07-59, Distribution of Posting Printed Materials

RESOLUTION 03-07-59

RESOLVED, June 19, 2007, that the Board of Directors of this Corporation hereby establishes the following policy for residents to distribute publications, advertisement, announcements, campaign material, petitions, and related printed literature (hereinafter "Material") on property managed by the Third Laguna Hills Mutual; and

RESOLVED FURTHER, that non-residents shall comply with Resolution G-01-65 adopted by the Golden Rain Foundation Board of Directors on August 7, 2001.

RESOLVED FURTHER, any materials, including petitions to gather signatures, to be distributed to Third Mutual residents shall bear identification as to its source and any individual or entity distributing such material shall comply with all of the following conditions:

1. Distribution of Material
 - a. Door-to-door distribution of Material shall be permitted, as long as the act of distributing such Material does not rise to the level of creating a nuisance for Laguna Woods Village residents.
 - b. Material that is distributed door-to-door may only be left on the surface of the thresholds of front doors. Material may not be hung from doorknobs nor placed in USPS delivery points, nor left on vehicles in carports.
2. Petitions
 - a. Only resident Mutual Members or their designated resident representative are permitted to gather signatures on petitions.
 - b. The petition must remain in the possession of the signature gatherer (there can be no unattended petitions).
3. Posting of Material
 - a. Posting locations are limited to those areas reserved for posting, such as Laundry Room bulletin boards and are available only for residents.
 - b. Only one posting per subject matter is allowed on the posting site, per individual.
 - c. The size of the posting shall not exceed 6" by 8" to allow space for other postings.

- d. Each posting by a resident must identify the posting individual's name and posting date.
- e. Any Material considered lewd, libelous, or vulgar is not permitted.
- f. Postings shall be removed after thirty (30) days.
- g. All Material must comply with state and federal laws.
- h. Postings that do not comply with these rules will be subject to removal.

RESOLVED FURTHER, that the Officers and Agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purposes of this resolution.