



## **OPEN MEETING**

### **REGULAR OPEN MEETING OF THE UNITED LAGUNA WOODS MUTUAL BOARD OF DIRECTORS A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

**Tuesday, November 8, 2022- 9:30 a.m.**

#### **BOARD ROOM/VIRTUAL MEETING**

Laguna Woods Village Community Center, 24351 El Toro Road,  
Laguna Woods, California

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

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

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- 1. Call to Order / Establish Quorum – President Ross**
- 2. Pledge of Allegiance to the Flag – Director Achrekar**
- 3. Acknowledge Media**
- 4. Approval of Agenda**
- 5. Approval of the Meeting Minutes**
  - a. September 13, 2022 – Regular Open Session
  - b. September 23, 2022 – Special Open Meeting
  - c. October 6, 2022 – Special Open Meeting
  - d. October 21, 2022 – Special Open Meeting
  - e. October 27, 2022 – Agenda Prep Meeting
- 6. Report of Chair**
- 7. Open Forum (Three Minutes per Speaker) -** *At this time Members only may address the Board of Directors regarding items not on the agenda and within the jurisdiction of this Board of Directors. The board reserves the right to limit the total amount of time allotted for the Open Forum to thirty minutes. A member may speak only once during the forum. Speakers may not give their time to other people, no audio or video recording by attendees, and no rude or threatening comments. Members can attend the meeting by joining the Zoom link <https://zoom.us/j/95563492734> or call 1 (669) 900-6833 or email [meeting@vmsinc.org](mailto:meeting@vmsinc.org) to have your message read during the Open Forum.*
- 8. Responses to Open Forum Speakers**
  - a. Response to open forum speakers
  - b. Response to past open forum speakers
- 9. VMS Board Update**
- 10. CEO Report**

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

- a. Consistent with its statutory obligations under Civil Code §5501, a subcommittee of the board consisting of the Treasurer and at least one other board member reviewed the United Laguna Woods Mutual preliminary financials for the months of August and September 2022, such review is hereby ratified.
- b. **Recommendation from the Landscape Committee**
  - 1. Recommendation to Deny the Request for the Removal of One Brazilian Pepper Tree Located at 74-E Calle Aragon
  - 2. Recommendation to Approve the Removal of One Canary Island Pine Tree Located at 82-A Calle Aragon
  - 3. Recommendation to Approve the Removal of One Brazilian Pepper Tree Located at 463-N Avenida Sevilla
- c. **Recommendation from the Architectural Control and Standards Committee**
  - 1. Variance Request – 773-C (Cordoba) Approve Non-Standard Wrought Iron Entry Gate
- d. Approve the Review of the United Sub-Leasing and Transfer of Trust Documents Approved in September and October 2022, and such review is hereby ratified.
- e. **Recommendation from the Finance Committee**
  - 1. Approve a Resolution for Recording a Lien against Member ID # 947-425-65
  - 2. Approve a Resolution for Recording a Lien against Member ID # 947-358-40
  - 3. Approve a Resolution for Recording a Lien against Member ID # 947-364-54
  - 4. Approve a Resolution for Recording a Lien against Member ID # 947-420-87
- f. Entertain a Motion to Approve 2023 Collection & Lien Enforcement Policy

**12. Unfinished Business**

- a. Inter-Board Anti-Harassment, Anti-Abuse, and Anti-Intimidation Policy and Formation of Joint Hearing Body (**MAY initial notification – revised September – postpone 28-day notification for member review and comment to comply with**

**Civil Code §4360 has been satisfied)**

- b. Strategic Planning Update (Oral Discussion) – President Ross
- c. Discuss and Consider 2021 Operating Deficit Transfer (**September initial notification – 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied**).
- d. Entertain a Motion to Approve Disabled Child/ Grandchild Application (**September initial notification – 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied**).
- e. Recommendation to Approve a Resolution for Personal Items in Common Areas (**September initial notification – 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied**).
- f. Recommendation to Approve a Resolution for Restrictions on Outside Plant Watering (**September initial notification – 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied**).
- g. Consider Investment Ad Hoc Committee Member(s) (Oral Discussion)
- h. Town Hall (Oral Discussion)
- i. Updated Committee Appointments

**13. New Business**

- a. Hearing – Smoke-Free Building Designation for Building 582 Avenida Majorca
- b. Entertain a Motion to Approve Proposed Revision to Land Use Policy (**November initial notification – 28-day notification for member review and comments to comply with Civil Code §4360**).
- c. Entertain a Motion to Discuss and Consider Criminal Background Qualifications Policy (**November initial notification – 28-day notification for member review and comments to comply with Civil Code §4360**).

**14. Director Comments (Two minutes per director)**

**15. Committee Reports**

- a. Report of the Finance Committee / Financial Report – Director Asgari. The Committee met on October 25, 2022; next meeting November 29, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
  - (1) Treasurer's Report - August and September
  - (2) United Finance Committee Report - September and October
  - (3) Resales/Leasing Reports - September and October

- b. Report of the Architectural Control and Standards Committee – Director Blackwell. The Committee met on October 20, 2022; next meeting November 17, 2022, at 9:30 a.m. in the Board Room and as a virtual meeting.
- c. Report of Member Hearings Committee – Director Lee. The Committee met on October 27, 2022; next meeting November 24, 2022, 9:00 a.m. in the Board Room and as a virtual meeting.
- d. Report of the Governing Documents Review Committee – Director Blackwell. The Committee met on October 20, 2022; next meeting November 17, 2022, 1:30 p.m. in the Board Room and as a virtual meeting.
- e. Report of the Landscape Committee – Director Casey. The Committee met on October 24, 2022; next meeting November 28, 2022, at 9:30 a.m. in the Board Room and as a virtual meeting.
- f. Report of the Maintenance & Construction Committee – Director Bastani. The Committee met on October 26, 2022; next meeting December 28, 2022, at 9:30 a.m. in the Board Room and as a virtual meeting.
- g. Report of the United Resident Advisory Committee – Director Liberatore. The committee met on October 13, 2022; next meeting November 10, 2022, at 4:00 p.m. in the Elm Room and as a virtual meeting.
- h. Report of the Investment Ad Hoc Committee – Director Asgari. The Committee met on October 28, 2022; next meeting November 3, 2022 at 4:00 p.m. in the Sycamore Room and as a virtual meeting.

#### **16. GRF Committee Highlights**

- a. Report of the GRF Finance Committee – Director Asgari. The committee met on October 19, 2022; next meeting December 21, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
- b. Report of the GRF Strategic Planning Committee— Director Casey. The committee met on October 3, 2022; next meeting December 5, 2022, at 9:30 a.m. in the Board Room and as virtual meeting.
- c. Report of the Community Activities Committee – Director Casey. The committee met on October 13, 2022; next meeting November 10, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
- d. Report of the GRF Landscape Committee – Director Casey. The committee met on September 14, 2022; next meeting December 14, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
- e. Report of the GRF Maintenance & Construction Committee – Director Simon. The committee met on October 12, 2022; next meeting December 14, 2022, at 9:30 a.m. in the Board Room and as a virtual meeting.



- (1) Clubhouse (Facilities) Ad Hoc Committee – Director Simon. The Ad Hoc Committee met June 24, 2022; next meeting TBA.
  - f. Report of the Media and Communication Committee – Director Blackwell. The committee met on October 17, 2022; next meeting November 21, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
    - (1) Website Ad-Hoc Committee – Director Liberatore. The committee met on September 14, 2022; Next meeting TBA
    - (2) Broadband Ad Hoc Committee – Director Casey. The committee met on October 25, 2022; next meeting November 21, 2022 at 10:00 a.m. in the Sycamore Room and as a virtual meeting.
  - g. Report of the Mobility and Vehicles Committee – Director Blackwell. The Committee met on October 5, 2022; next meeting December 7, 2022, at 1:30 p.m. in the Board Room.
  - h. Report of the Security and Community Access Committee – Director Blackwell. The Committee met on October 31, 2022; next meeting December 26, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
  - i. Laguna Woods Village Traffic Hearings – Director Achrekar. The Traffic Hearings were held on October 19, 2022; next hearings on November 16, 2022, at 9:00 a.m. as a virtual meeting.
  - j. Report of the Disaster Preparedness Task Force – Director Liberatore. The Task Force met on September 27, 2022; next meeting November 29, 2022, at 9:30 a.m. in the Board Room and as a virtual meeting.
  - k. Report of the Purchasing Task Force Ad Hoc Committee – President Ross. The Committee met on April 7, 2022; next meeting TBA.
  - l. Report of the Information Technology Advisory Committee – Director Casey. The Committee met on October 28, 2022; next meeting November 25, 2022 as a virtual meeting.
  - m. Report of the Insurance Ad Hoc Committee – Director Liberatore. The Committee met on July 25, 2022; next meeting TBA.
  - n. Report of the Compliance Ad Hoc Committee – Director Blackwell. The Committee met on October 19, 2022; next meeting TBA.
- 17. 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.**
- **Entertain a Motion to Approve Proposed Revision to Land Use Policy**
  - **Entertain a Motion to Discuss and Consider Criminal Background Qualifications Policy**

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

**CLOSED SESSION NOTICE AND AGENDA**

*Approval of Agenda*

*Approval of the Following Meeting Minutes;*

- (a) September 13, 2022 – Regular Closed Session*
- (b) September 27, 2022 – Special Closed Meeting*
- (c) October 11, 2022 – Special Closed Meeting*
- (d) October 24, 2022 – Special Closed Meeting*
- (e) October 27, 2022 – Special Closed Meeting*

*Discuss and Consider Member Disciplinary Matters*

*Discuss Personnel Matters*

*Discuss and Consider Contractual Matters*

*Discuss and Consider Legal and Litigation Matters*

- 19. Adjourn**



## **OPEN MEETING**

### **MINUTES OF THE OPEN MEETING OF THE BOARD OF DIRECTORS OF UNITED LAGUNA WOODS MUTUAL A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

**Tuesday, September 13, 2022- 9:30 a.m.  
Board Room/Virtual Meeting  
24351 El Toro Road, Laguna Woods, California**

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Directors Present: Anthony Liberatore, Pearl Lee, Cash Achrekar, Azar Asgari, Diane Casey, Maggie Blackwell, Lenny Ross, Andre Torng, Pat English

Directors Absent: Neda Ardani, Reza Bastani

Staff Present: CEO Siobhan Foster, Makayla Schwietert, Paul Nguyen, Steve Hormuth, Carlos Rojas, Robert Carroll, Eileen Paulin, Jose Campos, and Eric Nunez

Others Present: GRF: Elsie Addington, Juanita Skillman  
Third: None  
VMS: Manny Robledo, Norman Kahn, Cynthia Rupert

#### **1. Call Meeting to Order/Establish Quorum**

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

#### **2. Pledge of Allegiance to the Flag**

Director Casey led the pledge of allegiance.

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

The Village Television Camera Crew, by way of remote cameras, was acknowledged as present.

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

President Liberatore asked if there were any changes to the agenda.

Director Blackwell made a motion to approve the agenda. Director Achrekar seconded.

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

## **5. Approval of Minutes**

- a. August 9, 2022 – Regular Open Session
- b. August 25, 2022 – Agenda Prep Meeting

Hearing no objections, August 9, 2022 – Regular Open Session Minutes and August 25, 2022 – Agenda Prep Meeting Minutes were approved unanimously.

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

- President Liberatore commented on the posting of negative comments regarding a United Director.

## **7. Open Forum (Three Minutes per Speaker)**

*At this time Members addressed the Board of Directors regarding items not on the agenda*

The following members made comments:

- A member commented on the Foundation of the Laguna Woods Village.
- A member commented on the Anti-Harassment Policy.
- A member commented on the election and directed residents watching to vote.

## **8. Responses to Open Forum Speakers – None**

## **9. VMS Board Update – Director Robledo**

VMS Director Robledo provided an update on the following items:

- Accomplishments - Human Resources Department, General Manager Department, and Landscape Department
- Resident Services – Customer Satisfaction survey results.

Director Robledo answered questions and discussion ensued among the Directors.

## **10. CEO Report**

CEO Siobhan Foster discussed the following items:

- Thank you to the residents for participating in the organics recycling program. The state will be reducing organic waste disposal by 75% by 2025. The city recently provided the Village with its first evaluation results and 4 of the 5 waste routes were in compliance. The noncompliant route was due to it containing 28% organic waste which exceeds 25%.
- Residents are encouraged to take advantage of the Friday yard clipping program by calling Resident Services at 949-597-4600 before noon on Thursday and the yard waste will be picked up Friday morning. Waste and clippings are to be placed on the curb by Thursday evening.

CEO Foster answered questions from the board.

## 11. Consent Calendar

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

- a. **Consistent with its statutory obligations under Civil Code §5501, a subcommittee of the board consisting of the Treasurer and at least one other board member reviewed the United Laguna Woods Mutual preliminary financials for the month of July 2022, such review is hereby ratified.**

b. **Recommendation from the Landscape Committee**

- (1) Recommendation to Deny Tree Removal Request: 35-G Calle Aragon – One Pink Flame Tree

**RESOLUTION 01-22-56**

**Deny Removal of One Pink Flame Tree  
35-G Calle Aragon**

**WHEREAS**, February 12, 2013, that the Board of Directors adopted Resolution 01-13-17, 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.
- 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 August 22, 2022, the Landscape Committee reviewed a request to remove one Pink Flame tree from the Member at 35-G, who cited the reasons as litter/debris, overgrown and the resident has allergies due to the tree; and

**WHEREAS**, staff inspected the condition of the tree and found the tree to be in fair health; and

**WHEREAS**, the committee determined that the tree does not meet the guidelines established in Resolution 01-13-17, and thereby recommends denying the request for the removal of one Pink Flame tree located at 35-G Calle Aragon;

**NOW THEREFORE BE IT RESOLVED**, September 13, 2022, the Board of Directors denies the request for the removal of one Pink Flame tree located at 35-G; and

**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby

Agenda Item #5a

authorized on behalf of the Corporation to carry out this resolution.

- (2) Recommendation to Deny Tree Removal Request: 2044-C Via Mariposa East – One Jacaranda Tree

**RESOLUTION 01-22-57**

**Deny Removal of One Jacaranda Tree  
2044-C Via Mariposa East**

**WHEREAS**, February 12, 2013, that the Board of Directors adopted Resolution 01-13-17, 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.
- 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 August 22, 2022, the Landscape Committee reviewed a request to remove one Jacaranda tree from the Member at 2044-C, who cited the reasons as overgrown, sewer damage, poor condition, and the tree has fragile branches that fall during high winds resulting in potential damage; and

**WHEREAS**, staff inspected the condition of the tree and found the tree to be in fair health with no signs of movement at the ground level or record of sewer damage; and

**WHEREAS**, the committee determined that the tree does not meet the guidelines established in Resolution 01-13-17, and thereby recommends denying the request for the removal of one Jacaranda tree located at 2044-C Via Mariposa East;

**NOW THEREFORE BE IT RESOLVED**, September 13, 2022, the Board of Directors denies the request for the removal of one Jacaranda tree located at 2044-C; and

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

- c. **Approve the Review of the United Sub-Leasing and Transfer of Trust Documents Approved in August 2022, and such review is hereby ratified (Check List)**

- d. **Recommendation from the Finance Committee**

- (1) Approve a Resolution for Recording a Lien against Member ID # 947-381-70

### **RESOLUTION 01-22-58**

#### **Recording of a Lien**

**WHEREAS**, Member ID 947-381-70; is currently delinquent to United Laguna Woods 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**, September 13, 2022, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-381-70 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.

President Liberatore called for an approval of the Consent Calendar.

Director Blackwell made a motion to approve the Consent Calendar. Director Casey seconded.

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

## **12. Unfinished Business**

- a. **Inter-Board Anti-Harassment, Anti-Abuse, and Anti-Intimidation Policy and Formation of Joint Hearing Body (MAY Initial Notification – revised September – postpone 28-day notification for member review and comment to comply with Civil Code §4360)**

### **RESOLUTION 01-21-XX**

#### **Inter-Board Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy and Charter of the Joint Hearing Body Committee**

**WHEREAS**, the Board of Directors of United Laguna Woods Mutual (“United”), Golden Rain Foundation (“GRF”), and Third Laguna Hills Mutual (“Third”) require a clear and consistent policy to address claims of harassment, abuse and intimidation by directors to staff of Village Management Services, Inc., fellow directors and residents, as well as claims involving harassment, abuse and intimidation by residents to staff of VMS, directors and other residents; and

**WHEREAS**, this Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy (“Policy”) is intended to provide guidance relative to such behavior and issue a mechanism for addressing same by the Anti-Harassment, Anti-Abuse and Anti-Intimidation Joint Hearing Body Committee; and

**WHEREAS**, this Policy is being adopted by the Board of Directors of United, GRF, and Third in the exercise of their respective duties to maintain, protect and enhance the value and desirability of Laguna Woods Village and the interests of all of its members.

**NOW THEREFORE BE IT RESOLVED**, XXXX, 2022, that the Board of Directors of this Corporation hereby introduces the Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy and Charter of the Joint Hearing Body Committee, as attached to the official minutes of this meeting; and

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

Director Blackwell made a motion to approve the Resolution for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Casey seconded the motion.

Discussion ensued among the Board.

Multiple members commented on the Inter-Board Anti-Harassment, Anti-Abuse, and Anti-Intimidation Policy and Formation of Joint Hearing Body.

Hearing no changes or objections, the motion was called to a vote and passed 6-3. Directors Ross, Torng, and Asgari opposed. Directors Ardani and Bastani were absent.

- b. Strategic Planning Update – President Liberatore (Oral Discussion)**  
President Liberatore discussed the recent strategic planning meetings.

Discussion ensued among the board.

- c. Discuss and Consider 2021 Operating Deficit Transfer (September initial notification – 28-day notification for member review and comments to comply with Civil Code §4360).**  
Director of Financial Services, Steve Hormuth, provided an overview of the 2021 Operating Deficit Transfer.

Director Blackwell made a motion to approve the Resolution for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Casey seconded.



Discussion ensued among the board.

Director Blackwell made a motion to end the debate. Director Casey seconded.

Hearing no changes or objections, the motion to end the debate was called to a vote and passed 5-3. Directors Torng, Achrekar, and Ross were opposed. President Liberatore did not vote. Directors Ardani and Bastani were absent.

Further discussion ensued among the board.

Hearing no changes or objections, the motion to approve the Resolution for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360 was called to a vote and passed 5-2-2. Directors Torng and Asgari opposed. Directors Ross and Achrekar abstained. Directors Ardani and Bastani were absent.

**d. Discuss and Consider Reoccurring Town Hall Meeting – (Board Oral Discussion)**

Director Casey provided an update and resident feedback regarding the recent Town Hall meetings.

A member commented on this item.

**e. Update Committee Appointments**

Discussion ensued among the board regarding the following resolution:

**RESOLUTION 01-22-59**

**Golden Rain Foundation Committee Appointments**

**RESOLVED**, September 13, 2022, that in compliance with Article 7, Section 7.3 of the Golden Rain Foundation Bylaws, adopted September 29, 2014, the following persons are hereby appointed to serve on the committees of the Golden Rain Foundation:

**GRF Strategic Planning Committee**

Cash Achrekar

Diane Casey

Anthony Liberatore, Alternate

**GRF Community Activities Committee**

Maggie Blackwell

Diane Casey

**GRF Finance**

Azar Asgari

Pat English

Diane Casey, Alternate

**GRF Landscape Committee**

Maggie Blackwell  
Diane Casey

**GRF Maintenance & Construction**

Cash Achrekar  
Lenny Ross

**Clubhouses & Facilities Renovation Ad Hoc Committee**

Diane Casey  
Pat English

**GRF Media and Communications Committee**

Neda Ardani  
Maggie Blackwell

**GRF Mobility and Vehicles Committee**

Maggie Blackwell  
Pearl Lee

**GRF Security and Community Access**

Maggie Blackwell  
Cash Achrekar

**Disaster Preparedness Task Force**

Diane Casey  
Anthony  
Liberatore  
Cash Achrekar, Alternate

**Laguna Woods Village Traffic Hearings**

Neda Ardani  
Anthony Liberatore, Alternate

**Purchasing Ad Hoc Committee**

Diane Casey  
Neda Ardani

**Information Technology Advisory Committee**

Diane Casey  
Cash Achrekar

**Broadband Ad Hoc Committee**

Diane Casey  
Maggie Blackwell

**Insurance Ad Hoc Committee**

Anthony  
Liberatore Cash  
Achrekar Lenny  
Ross

**Website Ad Hoc Committee**

Anthony Liberatore  
Pearl Lee

**Compliance Ad Hoc Committee**

Maggie Blackwell  
Pearl Lee

**RESOLVED FURTHER**, that Resolution 01-22-54, adopted August 9, 2022, is hereby superseded and cancelled.

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

President Liberatore called for an approval of Resolution 01-22-59.

Director Blackwell made a motion to approve Resolution 01-22-59. Director Ross seconded.

Hearing no changes or objections, the motion was called to a vote and passed 8-1. Director Asgari abstained. Directors Ardani and Bastani were absent.

**13. New Business**

**a. United 2023 Business Plan Adoption (Annual Budget)**

- **Entertain a Motion to Approve United Business Plan**
- **Entertain a Motion to Approve United Reserves Funding Plan**

**RESOLUTION 01-22-60**

**2023 BUSINESS PLAN RESOLUTION**

**RESOLVED**, September 13, 2022, that the Business Plan of this Corporation for the year 2023 is hereby adopted and approved; and

**RESOLVED FURTHER**, that pursuant to said Business Plan, the Board of Directors of this Corporation hereby estimates that the net sum of \$48,296,856 is required by the Corporation to meet the United Laguna Woods Mutual operating expenses, reserve contributions, and restricted fund contributions for the year 2023. In addition, the sum of \$16,792,194 is required by the Corporation to meet the Golden Rain Foundation and the Golden Rain Foundation Trust operating expenses and reserve contributions for the year 2023. Therefore, a total of \$65,089,050 is required to be collected from and paid by the members of the Corporation as monthly assessments; and

**RESOLVED FURTHER**, that the Board of Directors of this Corporation hereby approves expenditures from reserves in the sum of \$26,300,690, of which

\$13,651,507 is planned from the Reserve Fund and \$12,649,183 from the Property Taxes Fund; and

**RESOLVED FURTHER**, that the Board of Directors of this Corporation hereby determines and establishes monthly assessments of the Corporation as shown on each member's breakdown of monthly assessments for the year 2023, inclusive of property taxes and property insurance as filed in the records of the Corporation, and said assessments to be due and payable by the members of this Corporation on the first day of each month; 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.

Jose Campos, Assistant Director of Financial Services provided an overview Business Plan for 2023.

Discussion ensued among the board.

A few members commented on the 2023 Business Plan and 2023 Reserve Fund.

#### **RESOLUTION 01-22-61**

#### **2023 RESERVE FUND RESOLUTION**

**WHEREAS**, Civil Code §5570 requires specific reserve funding disclosure statements for common interest developments; and

**WHEREAS**, planned assessment or other contributions to reserves must be projected to ensure balances will be sufficient at the end of each year to meet the Corporation's obligations for repair and/or replacement of major components during the next 30 years;

**NOW THEREFORE BE IT RESOLVED**, September 13, 2022, that pursuant to Civil Code § 5570 the Board hereby adopts the 30-Year Alternate Reserve Funding Plan (attached) prepared by Association Reserves TM for fiscal year 2023; and

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

Director Blackwell made a motion to Approve the Resolution 01-22-60 and Resolution 01-22-61. Director Casey seconded.

There being no objections, the motion to approve Resolution 01-22-60 and

Resolution 01-22-61 was called to a vote and passed 8-1. Director Tornig opposed. Directors Ardani and Bastani were absent.

- b. Entertain a Motion to Approve Disabled Child/ Grandchild Application (September initial notification – 28-day notification for member review and comments to comply with Civil Code §4360).**

### **RESOLUTION 01-22-XX**

#### **DISABLED CHILD/GRANDCHILD APPLICATIONS**

**WHEREAS**, United Laguna Woods Mutual (ULWM) is a non-profit mutual benefit corporation which is authorized, through its Board of Directors, to adopt, amend or repeal necessary or desirable rules and regulations; and

**WHEREAS**, a primary purpose of the common interest development is to promote the health, safety and welfare of the residents within the Development; and

**WHEREAS**, California Civil Code Section 51.3, which establishes and preserves accessible housing for senior citizens, provides that a child or grandchild of a senior citizen may be considered a “qualified permanent resident” so long as he has a disabling illness or injury and needs to live with the senior citizen because of the disabling condition, illness or injury; and

**WHEREAS**, ULWM has found it necessary to amend the Disabled Child/Grandchild Health Certification Application and integrate it with the Co-occupancy Permit Application to ensure a more complete application process; and

**WHEREAS**, authorization for co-occupancy is effective only when approved in writing by ULWM and issued in writing by an authorized VMS staff member(s);

**NOW THEREFORE BE IT RESOLVED**, (DATE), 2022, the Board of Directors of this Corporation hereby adopts amendments to the Disabled Child/Grandchild Health Certification and the Co-occupancy Application; and

**RESOLVED FURTHER**, that this resolution supersedes all prior Disabled Child/Grandchild Health Certification forms and the Co-occupancy Application; 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 Blackwell made a motion to approve the Resolution for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Casey seconded.

Discussion ensued among the board.

Pamela Bashline, Community Services Manager, provided an overview of the disabled child/grandchild applications.

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

- c. Recommendation to Approve a Resolution for Personal Items in Common Areas (**September initial notification – 28-day notification for member review and comments to comply with Civil Code §4360**).

### **RESOLUTION 01-22-XX**

#### **Personal Items in Common Areas**

**WHEREAS**, all land outside the unit walls is considered common area, including the planting beds immediately adjacent to the units. The Board of Directors of this Corporation is concerned about the placement of privately-owned objects in the common areas, the possible safety hazards to persons, and maintenance problems caused by such placement; and

**WHEREAS**, the placement of privately-owned objects including plants, potted plants, statuary, and solar lights has become prevalent and unrestrained causing concerns about clutter, safety, and an obstruction to Mutual maintenance activities; and

**WHEREAS**, the Compliance Division and Landscape Committee receives numerous concerns from residents regarding the proliferation of privately-owned objects;

**NOW THEREFORE BE IT RESOLVED**, (DATE), 2022 that placement of privately-owned objects in the common areas, including planting beds, shall permit personal/non- standard landscape, within the following guidelines:

- Residents may not enlarge foundation planters.
- Residents may place decorative items, garden décor, statuary, potted plants, or freestanding solar lights within one single 36 square foot area immediately adjacent to their unit.
- Residents shall be responsible for the maintenance of this area including weeding, pruning and clean up. These items should be kept in good repair and potted plants should be well-maintained and any empty pots, gardening supplies or tools removed.

- Items placed in this area shall not impede the regular maintenance of the landscape and building, nor shall they block or interfere with Mutual irrigation systems.
- Residents understand that the area shall remain common area, subject to the use and passage of all residents.
- Upon sale of the unit, the Member or the estate will be financially responsible for the removal of all personal items and the re-landscaping of this area.
- If the personal plantings and/or decorative items in the common area directly adjacent to the manor are not maintained in a satisfactory manner may result in disciplinary action, including monetary penalties, suspension of member privileges and/or legal action.
- Members are responsible for ensuring that the rules, regulations and policies are followed by anyone they allow into the Community.
- Residents seeking a larger area or alteration of the Mutual owned landscape shall seek and obtain permission from the Board of Directors prior to any changes through the Landscape Request Form process.

Director Blackwell made a motion to approve the Resolution for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Casey seconded.

Discussion ensued among the board.

Kurt Wiemann, Landscape Services Director, discussed the resolution for personnel items in common area.

A few members commented on items placed in common area.

Hearing no changes or objections, the motion was called to a vote and passed 5-3-1. Directors Achrekar, Asgari, and Tornng were opposed. Director Ross abstained. Directors Ardani and Bastani were absent.

- d. Recommendation to Approve a Resolution for Restrictions on Outside Plant Watering (**September initial notification – 28-day notification for member review and comments to comply with Civil Code §4360**).

### **RESOLUTION 01-22-XX**

#### **Outside Plant Watering Restrictions**

**WHEREAS**, August 22, 2022, the United Landscape Committee recognized that

the State of California is experiencing record drought conditions requiring parts of Southern California to reduce exterior irrigation water use; and

**WHEREAS**, exterior water sources available to residents in United Mutual are potable water, accessed through hose bibs on the exterior of the units; and

**WHEREAS**, at this time, state and local mandates apply to potable water; and

**WHEREAS**, the United Landscape Committee determined that members and residents in United Mutual must limit exterior watering of outside plants with potable water from exterior mounted hose bibs using a hose or other methods;

**NOW THEREFORE BE IT RESOLVED**, on (DATE), 2022, that members and residents within United Mutual must limit the exterior watering of outside personal plants using potable water from exterior mounted hose bibs using a hose or other methods to Wednesdays and Sundays only, and no watering of common area plant material is permitted at any time from exterior mounted hose bibs; and

**RESOLVED FURTHER**, this resolution shall become in full force and effect on (DATE), 2022; and

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

Director Blackwell made a motion to approve the Resolution for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Casey seconded.

Discussion ensued among the board.

A member commented on the outside plant watering restrictions.

Hearing no changes or objections, the motion was called to a vote and passed 8-1. Director Asgari opposed. Directors Ardani and Bastani were absent.

- e. Entertain a Motion to Establish an Investment Ad Hoc Committee for the purpose of improving investments and revenue generation

### **RESOLUTION 01-22-62**

#### **Investment Ad Hoc Committee Charter**

**WHEREAS**, The United Finance Committee has expressed a desire to perform an in-depth review of United Laguna Woods Mutual investment portfolio.

**NOW THEREFORE BE IT RESOLVED**, September 13, 2022, the Board of



Directors hereby forms an Investment Ad Hoc Committee and assigns the duties and responsibilities as follows:

### **MISSION**

The purpose of the Investment Ad Hoc Committee is to conduct an in-depth analysis of investments of the United Laguna Woods Mutual to ensure exceptional service from a professional investment manager and to adhere to the investment principles in the order of: (1) safety, (2) liquidity and (3) yield.

### **MEMBERSHIP**

The Investment Ad Hoc Committee shall be comprised of five members, one ~~officer from the Boards of Directors~~ Director from the Board and four at-large members selected by the Boards of Directors to represent the Corporation based on their investment ~~or financial~~ expertise. ~~The at-large members will be owners and may or may not currently serve as Board Members or Committee Advisors.~~

### **DUTIES AND RESPONSIBILITIES**

1. The Investment Ad Hoc Committee will be chaired by the Treasurer of the Board and will meet as often as determined necessary to accomplish the objectives.
2. The Investment Ad Hoc committee will study the history of investment strategies used in the Community, understand current investment policies, examine existing service agreements for professional investment services, review current investment portfolios, and evaluate yields.
3. ~~The Investment Ad Hoc Committee will research and study ideas of revenue generation and will bring those ideas to the board.~~

**RESOLVED FURTHER**, the Investment Ad Hoc committee shall perform such other duties as may be assigned by the United Finance Committee during this assignment.

**RESOLVED FURTHER**, the Investment Ad Hoc Committee will be automatically disbanded upon conclusion of the duties and responsibilities assigned herein or when directed by the Board.

Director Asgari made a motion to Approve the Resolution 01-22-62. Director Ross seconded.

Discussion ensued among the board.

Director Lee made a motion to amend the resolution. Director Casey seconded.

Hearing no changes or objections, the motion to amend the resolution was called to a vote and passed 8-0-1. Director Achrekar abstained. Directors Ardani and Bastani were absent.

Multiple members commented on this item.

Director Blackwell made a motion to approve the amended Resolution 01-22-62. Director Casey seconded.

Hearing no changes or objections, the motion to approve amended Resolution 01-22-62 was called to a vote and passed 7-1-1. Director Torng opposed. Director Asgari abstained. Directors Ardani and Bastani were absent.

**14. Director Comments (Two minutes per director)**

- Director Asgari thanked and acknowledged Director Torng's and Director Ardani's hard work on the board.
- Director Ross commented ending the meeting on a positive note.
- Director Lee expressed her happiness with Director English's presence at today's meeting, and also commented on the need to stop negative campaigning.
- Director Torng commented on his goals for the community.

Director Casey made a motion to recess the Open Session meeting and to reconvene at the Closed Session meeting. Director English seconded.

Hearing no changes or objections, the motion was approved unanimously.

**THIS ITEM WAS NOT DISCUSSED AT THE MEETING**

**15. Committee Reports**

- a. Report of the Finance Committee / Financial Report – Director Asgari. The Committee met on August 30, 2022; next meeting September 27, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
  - (1) Treasurer's Report
  - (2) United Finance Committee Report
  - (3) Resales/Leasing Reports
- b. Report of the Architectural Control and Standards Committee – President Liberatore. The Committee met on August 18, 2022; next meeting September 15, 2022, at 9:30 a.m. in the Board Room and as a virtual

meeting.

- c. Report of Member Hearings Committee – Director Ardani. The Committee met on August 25, 2022; next meeting September 22, 2022, 9:00 a.m. in the Board Room and as a virtual meeting.
- d. Report of the Governing Documents Review Committee – Director Blackwell. The Committee met on August 18, 2022; next meeting September 15, 2022, 1:30 p.m. in the Board Room and as a virtual meeting.
- e. Report of the Landscape Committee – Director Casey. The Committee met on August 22, 2022; next meeting September 26, 2022, at 9:30 a.m. in the Board Room and as a virtual meeting.
- f. Report of the Maintenance & Construction Committee – Director English. The Committee met on August 24, 2022; next meeting October 26, 2022, at 9:30 a.m. in the Board Room and as a virtual meeting.
- g. Report of the United Resident Advisory Committee – Director Lee. The committee met on September 8, 2022; next meeting October 13, 2022, at 4:00 p.m. in the Elm Room and as a virtual meeting.

**THIS ITEM WAS NOT DISCUSSED AT THE MEETING**

**16. GRF Committee Highlights**

- a. Report of the GRF Finance Committee – Director Asgari. The Committee met on August 17, 2022; next meeting October 19, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
  - b. Report of the GRF Strategic Planning Committee— Director Casey. The Committee met on May 2, 2022; next meeting TBA.
  - c. Report of the Community Activities Committee – Director Blackwell. The committee met on September 8, 2022; next meeting October 13, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
  - d. Report of the GRF Landscape Committee – Director Casey. The Committee met on June 8, 2021; next meeting September 14, 2022, at 1:30 p.m. as a virtual meeting.
  - e. Report of the GRF Maintenance & Construction Committee – Director Achrekar. The Committee met on August 10, 2022; next meeting October 12, 2022, at 9:30 a.m. in the Board Room and as a virtual meeting.
- (1) Clubhouse (Facilities) Ad Hoc Committee – Director Casey. The Ad Hoc Committee met June 24, 2022; next meeting TBA.

- f. Report of the Media and Communication Committee – Director Ardani. The Committee met on July 18, 2022; next meeting September 19, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
- g. Report of the Mobility and Vehicles Committee – Director Blackwell. The Committee met on August 3, 2022; next meeting October 5, 2022, 1:30 p.m. in the Board Room and as a virtual meeting.
- h. Report of the Security and Community Access Committee – Director Blackwell. The Committee met on August 29, 2022; next meeting October 31, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
- i. Laguna Woods Village Traffic Hearings – Director Ardani. The Hearings were held on August 17, 2022; next hearings will be held September 21, 2022, at 9:00 a.m. as a virtual meeting.
- j. Report of the Disaster Preparedness Task Force – Director Casey. The Task Force met on July 26, 2022; next meeting September 27, 2022, at 9:30 in the Board Room a.m. and as a virtual meeting.
- k. Report of the Purchasing Task Force Ad Hoc Committee – Director Ardani. The Committee met on April 7, 2022; next meeting TBA.
- l. Report of the Information Technology Advisory Committee – Director Casey. The Committee met on August 26, 2022; next meeting September 30, 2022 as a virtual meeting.
- m. Report of the Insurance Ad Hoc Committee – Director Liberatore. The Committee met on July 25, 2022; next meeting TBA.
- n. Report of the Website Ad Hoc Committee – Director Liberatore. The Committee met on August 10, 2022; next meeting September 14, 2022 at 10:00 a.m. in the Willow Room.

**17. Future Agenda Items – None**

**18. Recess** - *At this time the meeting will recess for lunch and reconvene to Closed Session to discuss the following matters per California Civil Code §4935.*

The meeting recessed at 1:33 p.m. into the Closed Session.

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

*Approval of Agenda*

*Approval of the Following Meeting Minutes;*

*(a) August 9, 2022 – Regular Closed Session*

*Discuss and Consider Member Disciplinary Matters*

*Discuss Personnel Matters*

*Discuss and Consider Contractual Matters*

*Discuss and Consider Legal and Litigation  
Matters*

**19. Adjourn**

The meeting was adjourned at 5:32 p.m.

DocuSigned by:

*Maggie Blackwell*

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Maggie Blackwell, 1<sup>st</sup> VP of the Board  
United Laguna Woods Mutual

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**OPEN MEETING**

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

**Friday, September 23, 2021, at 9:30 a.m.**  
24351 El Toro Road, Laguna Woods, California  
VIRTUAL MEETING

**The purpose of this meeting is tabulate the ballots for the United Annual Election to elect three board members: three terms ending in 2022 at the annual election in accordance with Civil Code §5110**

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Directors Present: Anthony Liberatore, Pearl Lee, Neda Ardani, Cash Achrekar,  
Diane Casey, Maggie Blackwell

Directors Absent: Lenny Ross, Reza Bastani, Andre Torng, Pat English, Azar Asgari

Staff Present: Siobhan Foster-COO, Makayla Schwietert, and Paul Nguyen

Others Present: Catherine and Andrew Burkhardt, Inspectors of Election  
Candidates

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

President Liberatore called the meeting to order at 9:30 a.m. and established that there was not a quorum present and recessed the meeting for 10 minutes.

At 9:40 a.m., the meeting resumed and President Liberatore established that a quorum was present.

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

President Liberatore indicated the purpose of the meeting is to count the ballot for the United Board Annual Election to elect three board members: three terms ending in 2022 at the annual meeting.

President Liberatore made a motion to approve the agenda. Director Blackwell seconded.

Hearing no changes or objections, the motion was approved unanimously.

Discussion ensued among the directors.

President Liberatore called for the vote and the motion passed without objection.

**3. Acknowledgement of Inspectors of Election – Catherine and Andrew Burkhart, UniLect Election Services**

President Liberatore introduced the Inspectors of Elections. Catherine and Andrew Burkhart, UniLect Election Services explained the counting of the ballot process.

Catherine Burkhart announced that 6,258 ballots were sent to United Mutual residents. 1958 ballots were returned, 1906 of those ballots were signed and eligible, 38 ballots were unsigned and thus ineligible, 13 ballots had no number identifier and thus ineligible and there was 1 duplicate ballot received which was voided.

At 11:22 a.m., Catherine displayed the ballots that had light markings and filled them in properly. A small portion of the ballots were also recreated insuring that they would be counted properly.

Andrew Burkhart performed a Logic and Accuracy Test at 11:42 a.m. and described the process.

**4. Counting of the 2022 Ballots for the United Board Openings (three 3-year terms ending in 2025 at the annual meeting)**

At 11:55 a.m. the Inspectors of Elections started counting the ballots for United Mutual. The counting of the ballot process can be watched live through the Laguna Woods Village website and Zoom webinar.

At 12:02 and 12:10 p.m. the Inspector of Elections announced ballots were not filled in correctly and ballots that were damaged. These ballots were recreated so they can be counted by the ballot counting machine.

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

Catherine Burkhart, Inspector of Elections, announced that 1 envelope was empty, therefore, only 1,905 ballots were counted.

At 12:15 p.m. the Inspectors of Election announced the results of the United Board of Directors election:

Diane Casey	1,272	26.89%
Thomas W. Tuning	1,419	29.99%
Mary E. Simon	1,374	29.04%



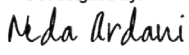
Kambuzia Amini                      666    14.08%

1,905 ballots counted

**6.      Member Comments - None**

**7.      Adjournment**

The meeting was adjourned at 12:19 p.m.

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Neda Ardani, Secretary of the Board  
United Laguna Woods Mutual

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## **SPECIAL OPEN MEETING**

### **MINUTES OF THE SPECIAL OPEN MEETING OF THE BOARD OF DIRECTORS OF UNITED LAGUNA WOODS MUTUAL A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

**Thursday, October 6, 2022- 1:30 p.m.  
Board Room/Virtual Meeting  
24351 El Toro Road, Laguna Woods, California**

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**Directors Present:** Anthony Liberatore, Pearl Lee, Neda Ardani, Cash Achrekar, Azar Asgari, Diane Casey, Andre Torng, Maggie Blackwell, Lenny Ross, Andre Torng, Reza Bastani

**Directors Absent:** Pat English

**Staff Present:** Siobhan Foster-CEO, Paul Nguyen, Makayla Schwiert, Steve Hormuth

**Others Present:** None

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

President Liberatore called the meeting to order at 1:30 p.m. and acknowledged that a quorum was present.

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

President Liberatore asked if there were any changes to the agenda.

Hearing no changes or objections, the agenda was approved unanimously

#### **3. New Business**

##### **a. Selection of Ad Hoc Investment Committee Members**

Director Asgari discussed the selection of Ad Hoc Investment Committee Members

Discussion ensued among the board.

Director Ross made a motion to accept the Finance Committees recommendation of Ad Hoc Investment Committee members which consist of the four selected advisors, Frances Bok, Robert Cunningham, Scott Harrison, and David Hu and to be Chaired by the Treasurer of the Board. Director Asgari seconded.

Director Casey made a motion to reject the initial motion as this list of candidates was not the agreed upon list.

Discussion ensued among the Board.

Director Casey withdrew her motion.

Director Blackwell requested to amend the motion and add Rochelle Ilwitz and Sally Sunderhaus in place of Robert Cunningham and Scott Harrison. Director Casey seconded.

Director Ross called for a motion to end debate on the amended motion.

The motion to end debate passed 6-3. Director Achrekar, Casey, and Bastani opposed.

The motion to approve the amended motion failed by a vote of 3-6. Directors Lee, Casey, and Blackwell approved. Director Ross seconded.

Director Asgari made a motion to end debate and move towards voting on the original motion.

The motion to end debate passed 7-2. Directors Casey and Blackwell opposed.

- A member commented on if the item was ever voted on by the Board in the Finance Committee.

The original motion by Director Ross was called to a vote and passed 6-3. Directors Lee, Casey, and Lee opposed.

#### **4. Member Comments - None**

#### **5. Director Comments**

- Multiple Directors commented on items that did not pertain to this meeting.

#### **6. Adjourn**

The meeting was adjourned at 2:25 p.m.

DocuSigned by:

*Neda Ardani*

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Neda Ardani, Secretary of the Board  
United Laguna Woods Mutual



**SPECIAL OPEN MEETING**

**MINUTES OF THE SPECIAL OPEN MEETING OF THE  
BOARD OF DIRECTORS OF UNITED LAGUNA WOODS MUTUAL  
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

**Friday, October 21, 2022- 2:00 p.m.  
Elm Room/Virtual Meeting  
24351 El Toro Road, Laguna Woods, California**

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Directors Present: Lenny Ross, Thomas Tuning, Anthony Liberatore, Reza Bastani, Pearl Lee, Mary Simon, Azar Asgari, Diane Casey, Maggie Blackwell

Directors Absent: Pat English, Cash Achrekar (Excused)

Staff Present: Siobhan Foster-CEO, Paul Nguyen, Makayla Schwietert, Carlos Rojas, Catherine Laster, Jose Campos

Others Present: None

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

President Ross called the meeting to order at 2:13 p.m. and acknowledged that a quorum was present.

**2. Approval of Agenda**

President Ross asked if there were any changes to the agenda.

Director Asgari made a motion to add 3d. Investment Ad Hoc Committee Candidate. Director Simon seconded.

Hearing no further changes or objections, the agenda was approved unanimously as amended.

**3. New Business**

**a. Committees – (Oral Discussion)**

President Ross discussed Committee Member Assignments.

Discussion ensued among the board.

Director Asgari made a motion to approve the Committee Assignments. Director Simon

seconded.

Director Simon made a motion to amend the motion on the floor and add Director Casey back onto the GRF Community Activities Committee.

Hearing no further changes or objections, the agenda was approved unanimously as amended.

Director Blackwell made a motion to replace Director Bastani on the United ACSC. Director Simon seconded.

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

Director Asgari made a motion to remove Director Casey from the Resident Advisory Committee and replace her with Director Lee. Director Simon seconded.

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

Director Asgari made a motion to remove advisor David Hu from the Investment Ad Hoc Committee.

Director Asgari withdrew her motion.

Jose Campos left the meeting at 2:52 p.m.

Director Asgari made a motion to remove Director Achrekar from the Broadband Ad Hoc Committee and replace him with Director Blackwell. Director Simon seconded.

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

Director Simon made a motion to remove the advisors from the United Committee assignments until the next United Board meeting in which they will be updated and added back on. Director Asgari seconded.

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

**b. United Town Hall Protocol – (Oral Discussion)**

President Ross discussed United Town Hall Protocol.

Discussion ensued among the Board.

**c. United Board Meeting Decorum – (Oral Discussion)**

President Ross discussed United Board Meeting Decorum.

Discussion ensured among the Board.

**THIS ITEM WAS ADDED DURING APPROVAL OF AGENDA  
THIS ITEM WAS DISCUSSED DURING ITEM 3A  
d. Investment Ad Hoc Committee Candidate**

**4. Member Comments - None**

**5. Director Comments – None**

**6. Adjourn**

The meeting was adjourned at 4:06 p.m.

DocuSigned by:

*Mary Simon*

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Mary Simon, Secretary of the Board  
United Laguna Woods Mutual

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**OPEN SESSION**

**MINUTES OF THE AGENDA PREP MEETING OF THE BOARD OF DIRECTORS  
OF UNITED LAGUNA WOODS MUTUAL,  
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

**Thursday, October 27, 2022, at 2:00 p.m.**  
24351 El Toro Road, Laguna Woods, California  
WILLOW ROOM/VIRTUAL MEETING

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**The purpose of this meeting is to discuss items for the regular board meeting agenda**

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Directors Present: Lenny Ross, Thomas Tuning, Reza Bastani, Mary Simon, Azar Asgari Anthony Liberatore, Maggie Blackwell, Cash Achrekar, Diane Casey, Pearl Lee

Directors Absent: Diane Casey (Excused)

Staff Present: CEO-Siobhan Foster, Makayla Schwietert, Paul Nguyen, Catherine Laster

Others Present: None

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

President Ross called the meeting to order at 2:35 p.m. and established that a quorum was present.

**2. Approval of the Agenda**

President Ross called for an approval of the agenda.

Hearing no changes or objections, the agenda was approved unanimously.

**3. Discuss and Consider Items for the United Board Regular Meeting (open and closed sessions) on November 8, 2022**

The Board as a consensus made decisions to remove, move, and add items onto and from the Open and Closed agendas.

Director Simon made a motion to approve the Open and Closed agendas.  
Director Asgari seconded.

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

**4. Director Comments**

- President Ross discussed Director conduct at Board meetings.

**5. Adjournment**

President Ross adjourned the meeting at 3:25 p.m.

DocuSigned by:

*Mary Simon*

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Mary Simon, Secretary of the Board  
United Mutual Laguna Woods



## **RESOLUTION 01-22-XX**

### **Deny Removal of One Brazilian Pepper Tree 74-E Calle Aragon**

**WHEREAS**, February 12, 2013, that the Board of Directors adopted Resolution 01-13-17, 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.
- 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 September 26, 2022, the Landscape Committee reviewed a request from the Member at 74-E, to remove one Brazilian Pepper tree, the reasons cited are overgrown and serious decline; and

**WHEREAS**, staff inspected the condition of the tree and found the tree to be in fair health; and

**WHEREAS**, the committee determined that the tree does not meet the guidelines established in Resolution 01-13-17, and thereby recommends denying the request for the removal of one Brazilian Pepper tree located at 74-E Calle Aragon;

**NOW THEREFORE BE IT RESOLVED**, November 8, 2022, the Board of Directors denies the request for the removal of one Brazilian Pepper tree located at 74-E; and

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

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## **RESOLUTION 01-22-XX**

### **Approve Removal of One Canary Island Pine Tree 82-A Calle Aragon**

**WHEREAS**, February 12, 2013, that the Board of Directors adopted Resolution 01-13-17, 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.
- 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 October 20, 2022, the Landscape Tree Ad Hoc Committee reviewed a request from the Member at 82-A, to remove one Canary Island Pine tree, the reasons cited are overgrow, poor condition, structural damage to roof, view obstruction, and litter and debris; and

**WHEREAS**, on October 24, 2022, the Landscape Committee reviewed the request and received the recommendation to approve the removal of the tree from the Landscape Tree Ad Hoc Committee; and

**WHEREAS**, staff inspected the condition of the tree and found the tree to be showing signs of previous pest infestation, and a close proximity to the roof which would require a large amount of limb removal that could cause decline and tree failure; and

**WHEREAS**, the committee determined that the tree does meet the guidelines established in Resolution 01-13-17, and thereby recommends approving the request for the removal of one Canary Island Pine tree located at 82-A Calle Aragon;

**NOW THEREFORE BE IT RESOLVED**, November 8, 2022, the Board of Directors approves the request for the removal of one Canary Island Pine tree located at 82-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.

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## **RESOLUTION 01-22-XX**

### **Approve Removal of One Brazilian Pepper Tree 463-N Avenida Sevilla**

**WHEREAS**, February 12, 2013, that the Board of Directors adopted Resolution 01-13-17, 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.
- 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 October 24, 2022, the Landscape Committee reviewed a request from the Member at 463-N, to remove one Brazilian Pepper tree, the reasons cited are makes the manor dark; and

**WHEREAS**, staff inspected the condition of the tree and found the tree to be in poor health with an unbalanced canopy due to necessary frequent clearance trimming; and

**WHEREAS**, the committee determined that the tree does meet the guidelines established in Resolution 01-13-17, and thereby recommends approving the request for the removal of one Brazilian Pepper tree located at 463-N Avenida Sevilla;

**NOW THEREFORE BE IT RESOLVED**, November 8, 2022, the Board of Directors approves the request for the removal of one Brazilian Pepper tree located at 463-N; and

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

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## STAFF REPORT

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**DATE:** November 8, 2022  
**FOR:** Board of Directors  
**SUBJECT:** Variance Request: Mr. & Mrs. Bonnie Maningo of 773-C Calle Aragon  
(Cordoba Style Manor – Plan 1A4) Non-Standard Wrought Iron Gates

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### **RECOMMENDATION**

The United Architectural Controls and Standards Committee (ACSC) recommends the United Laguna Woods Mutual Board approve the request from Mr. & Mrs. Jesse Maningo of 773-C Avenida Sevilla, a Cordoba Style Manor, for the replacement of non-standard wrought iron gates with the conditions stated in Appendix A.

### **BACKGROUND**

The Plans (Attachment 4) indicate the new non-standard wrought iron gates with a horizontal design element. No changes will be made to the dimensions of the double entry gate. The distance from manor 773-C and 773-D is 23'. The entry gates are facing west towards the carports. The decorative concrete block vertical elements to remain as existing.

On October 22, 2022, the United ACSC voted to recommend the United Board approve the variance.

### **DISCUSSION**

This alteration has been approved at other manors within the mutual.

The manor is undergoing a full home remodel with a previously approved variance for a room addition to the front patio, bathroom addition, and an enlarged bedroom window.

A Neighbor Awareness Notice was sent to units of Building 773-A, 773-B, 773-D, and adjacent Buildings 771-B, 771-C, 772-A, 772-B, and 772-C, on October 11, 2022 due to sharing common walls, having line of sight, or being potentially affected during construction. At the time of writing the report, there have been no responses to the Neighbor Awareness Notices.

All future costs and maintenance associated with the subject alterations and the non-standard wrought iron gates are the responsibility of the Mutual member(s) at 773-C.

**Prepared By:** Abraham Ballesteros, Inspector II

**Reviewed By:** Bart Mejia, Maintenance & Construction Assistant Director

**ATTACHMENT(S)**

Appendix A: Conditions of Approval  
Attachment 1: Variance Request Form  
Attachment 2: Photos  
Attachment 3: Aerials  
Attachment 4: Plans & Standard 17  
Attachment 5: Draft Resolution

## APPENDIX A

### CONDITIONS OF APPROVAL

**Manor:** 773-C

**Variance Description:** Non-Standard Wrought Iron Gates

A Variance for Alterations has been granted at the above manor, subject to the attached plans stamped approved and is subject to a final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or disciplinary action taken against the Member.

**Manor-Specific Conditions:**

A. General Comments:

- A.1. Wrought iron gate is to be painted black in color.
- A.2. There are no changes allowed to expand the opening of the entry gate.
- A.3. All new anchoring shall be weather resistant. Stucco shall be painted to match the existing color.

B. Materials and Methods:

- B.1. Prior to the issuance of a Mutual Consent for Alterations, a rendering of the black wrought iron entry double gate to be installed shall be provided to Manor Alterations for review and approval.

## APPENDIX A

*See next page for General Conditions*

### **General Conditions:**

#### **G. General Conditions**

- G.1. Conformance Deposit: Not Applicable
- G.2. No improvement shall be installed, constructed, modified or altered at 773-C, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member or Members ("Member") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
- G.3. Member hereby consents to and grants to the Mutual and the Maintenance and Construction Department , and their representatives, a right of entry upon the Property, with reasonable notice, to inspect the permitted improvements, and for their representatives and contractors to remedy any violation upon the Property, including, but not limited to, unauthorized disturbance of regulated materials, removing trash from common areas, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval. Any remedial work performed on behalf of the manor owner as a result of violations to Mutual policy and/or regulatory violations will be processed as a chargeable service.
- G.4. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 773-C and all future Mutual Members at 773-C.
- G.5. Member shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, damage to Mutual property, and

## APPENDIX A

use of Mutual property for storage of equipment or materials without prior approval. Member acknowledges and agrees that all such persons are his/her invitees. Member shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations.

- G.6. Member shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment or other charge levied in connection therewith.
- G.7. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com/residents/resident-services> and click on documents and Business Pass Application Instructions) in place to admit contractors and other invitees.
- G.8. Member's contractors and other invitees shall have business signage on vehicles and travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
- G.9. Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
- G.10. The expiration date of the Variance is 180 days from the Notice of Approval of the Variance issued by Manor Alterations.
- G.11. Not Applicable
- G.12. All construction, including demolition, must be completed within 180 days or 6 months from the Notice of Approval of the Variance issued by Manor Alterations via Mutual Consent.
- G.13. A City of Laguna Woods permit may be required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a City of Laguna Woods permit an applicant must present the appropriate Mutual Consent issued by Manor Alterations to the City. Please complete this step with Manor Alterations prior to submitting an application to the City. Once the City issues a Building Permit, you must submit a copy of the permit with the

## APPENDIX A

permit number to Manor Alterations. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.

- G.14. Prior to the issuance of a Mutual Consent for Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
- G.15. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards, Policies and Guidelines. See <http://www.lagunawoodsvillage.com>.
- G.16. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
- G.17. During construction, both the Mutual Consent for Alterations and the City Building Permit (as applicable) must be on display for public view at all times in a location approved by the Division.
- G.18. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
- G.19. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. All dumpsters must conform to the Policy for Temporary Containers. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
- G.20. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
- G.21. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
- G.22. The Mutual Consent for Alterations expires six months after the date of Notice of Approval issued by Manor Alterations, unless an application is submitted with fees and approved by the Division for an extension. Only one extension

## APPENDIX A

for a maximum of an additional six months may be granted.

- G.23. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, unpaid assessments, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
- G.24. Member shall indemnify, defend and hold harmless United and its officers, directors, committee Members and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Member's improvements and installation, construction, design and maintenance of same.

**ATTACHMENT 1  
VARIANCE REQUEST  
FORM**

Laguna Woods Village

BY: ry

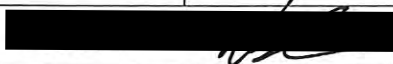


MANOR # 773-C

☒ ULWM

☐ TLHM

**Variance Request Form**

SA 21727902

<b>Model:</b> CORDOBA	<b>Plan:</b> 1A4R	<b>Date:</b> 09.08.2022
<b>Member Name:</b> BONNIE MANINGO	<b>Signature</b> 	
<b>Phone:</b> 	<b>E-mail:</b> 	
<b>Contractor Name/Co:</b> ACM CONSTRUCTION/BUILDER GROUP	<b>Phone:</b> 949.610.9098	<b>E-mail:</b> LINDA@ACMBUILDER.COM
<b>Owner Mailing Address:</b> (to be used for official correspondence) 773 CALLE ARAGON UNIT C LAGUNA WOODS, CA 92637		

**Description of Proposed Variance Request ONLY:**

BLACK WROUGHT IRON FRONT DOUBLE GATE WITH HORIZONTAL DESIGN

**Dimensions of Proposed Variance Alterations ONLY:**

59 1/2" x 94" (DOUBLE GATE) w/ 1 1/2" x 3" x 1/16" HORIZONTAL DESIGN & 1" X 1/2" POSTS

**FOR OFFICE USE ONLY**

**PAID**

RECEIVED BY: \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_ Check# CC BY: ry

**Alteration Variance Request**

**Check Items Received:**

- ☐ Drawing of Existing Floor Plan
- ☐ Drawing of Proposed Variance
- ☐ Dimensions of Proposed Variance
- ☐ Before and After Pictures
- ☐ Other: \_\_\_\_\_

**Complete Submittal Cut Off Date:**

**Meetings Scheduled:**

Third AC&S Committee (TACSC): \_\_\_\_\_

United M&C Committee: \_\_\_\_\_

Board Meeting: \_\_\_\_\_

☐ Denied

☐ Approved

☐ Tabled

☐ Other \_\_\_\_\_

v.1.18



ATTACHMENT 2  
PHOTOS





ATTACHMENT 2  
PHOTOS





ATTACHMENT 3  
AERIAL

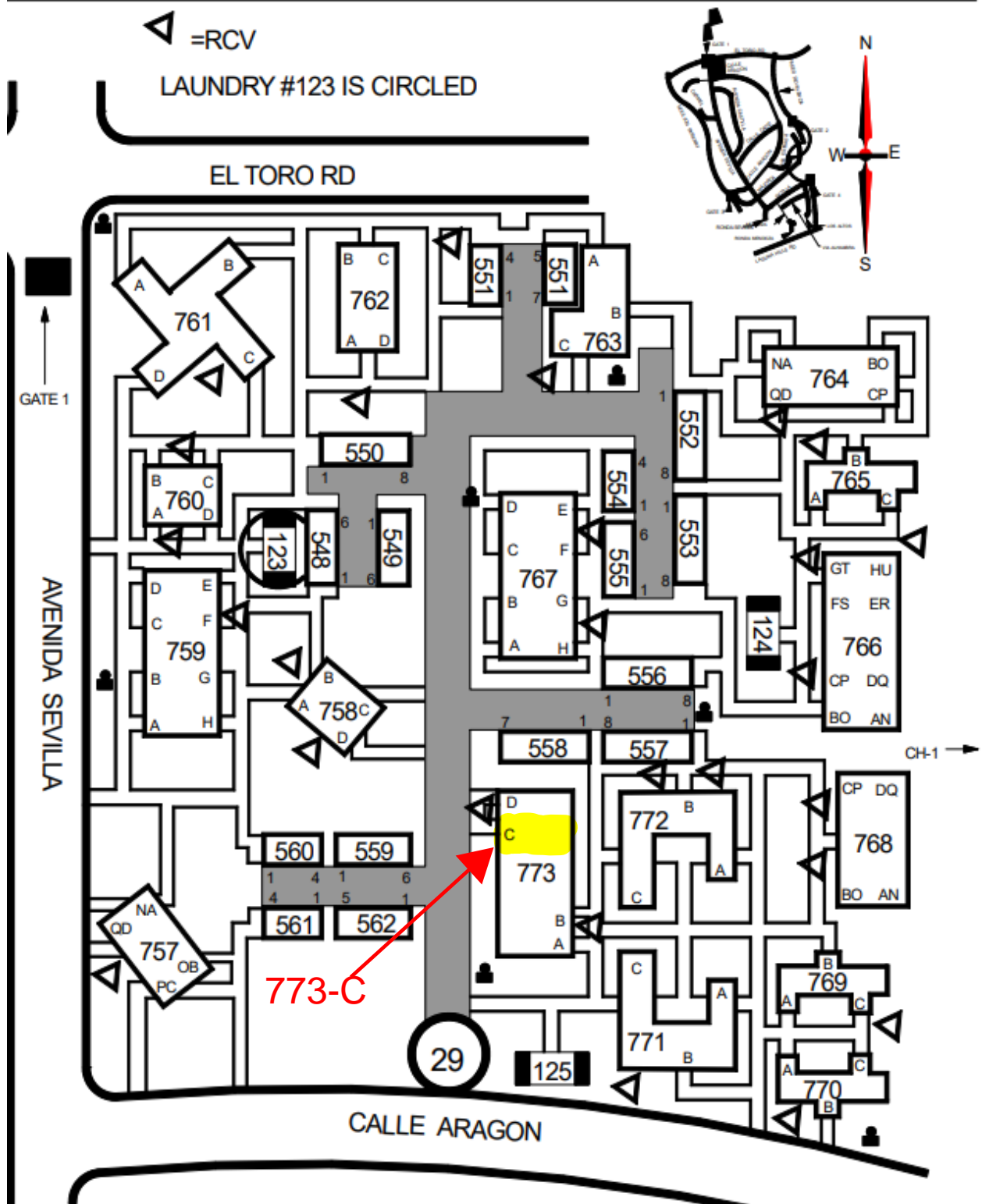
773-C  
Calle  
Aragon



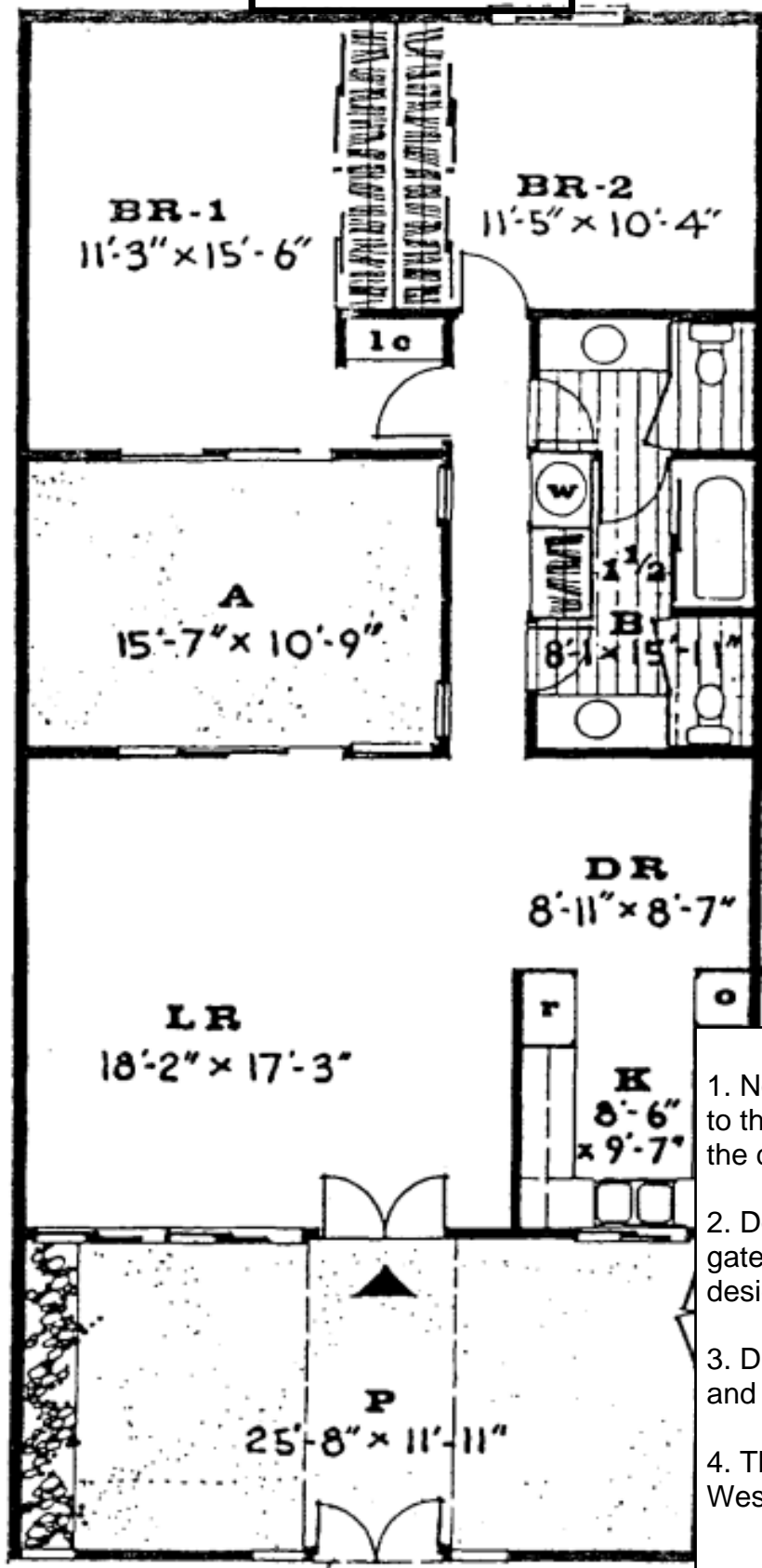
SYMBOL DENOTES LOCATION OF MANOR



ATTACHMENT 3  
LOCATION MAP



ATTACHMENT 4  
EXISTING FLOOR  
PLAN



**GENERAL NOTES:**

1. No changes will be made to the existing dimensions of the double entry gate
2. Double wrought iron entry gates will have a horizontal design element.
3. Distance between 773-C and 773-D is 23' (approx.).
4. The entry gate is facing West towards the carports

CORDOBA(1,1A4,1A6 PLAN) line of canopy

PIC #2

PIC #3

PIC #1

PIC #4

Agenda Item #11c (1)

Page 13 of 18



## ATTACHMENT 4

### PROPOSED PLAN

**NOTE:** THIS DRAWING AND THE DECISION, ADVANCEMENTS, DEFLECTIONS, DUCKS AND OTHER INFORMATION CONTAINED HEREIN CONSTITUTE UNPUBLISHED WORK OF ACADEMICITY, NO PART THEREOF SHALL BE REPRODUCED, COPIED, DISCLOSED, DISTRIBUTED, SOLD, PUBLISHED, OR OTHERWISE USED IN ANYWAY WITHOUT THE ADVANCED EXPRESSED WRITTEN CONSENT OF ACADEMICITY. ANY CONTACT WITH THE ABOVE DRAWINGS OR ANY OTHER PART THEREOF SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

[illegible]

PROJECT NO.	
DATE:	09/07/2022
DRAWN:	LD
CHECK:	
SCALE:	1/2" = 1'-0"
SHEET DESCRIPTION:	

PROP. EXT  
FRONT GATE  
ELEVATION

A1.0

## FLOOR PLAN GENERAL NOTES

DIMENSIONS SHOWN ON PLANS ARE TO FINISH TO FINISH ON TO GRID LINES, UNLESS OTHERWISE NOTED OR DETAILED. DOORS NOT DIMENSIONED ON THE PLANS ARE 4" TO INSIDE EDGE OF JAMB, UNLESS OTHERWISE NOTED. WRITTEN DIMENSIONS TAKE PRECEDENCE, DO NOT SCALE DIMENSIONS. IN CASE OF CONFLICT, NOTIFY DESIGNER.

CONTRACTOR SHALL MARK PARTITION AND DOOR LOCATIONS FOR REVIEW BY DESIGNER PRIOR TO INSTALLATION. REVIEW WILL BE FOR DESIGN INTENT. SUB-CONTRACTOR SHALL COORDINATE AND VERIFY ALL DIMENSIONS TO ENSURE PROPER FIT.

\*"TYP" SHALL MEAN THAT THE CONDITION IS REPRESENTATIVE FOR SIMILAR CONDITIONS THROUGHOUT. UNLESS OTHERWISE NOTED, DETAILS ARE USUALLY KEYED AND NOTED "TYP" ONLY ONCE WHEN THEY FIRST OCCUR.

\*SIM\* SHALL MEAN COMPARABLE CHARACTERISTICS FOR THE CONDITIONS NOTED. VERIFY DIMENSIONS AND ORIENTATION ON PLANS AND ELEVATIONS.

PROVIDE ACCESS PANELS AT POINTS WHERE MECHANICAL AND ELECTRICAL EQUIPMENT IS CONCEALED BY GYP. DO. CEILING.

WHERE TRACK LIGHTING OCCURS IN FRONT OF DISPLAY FIXTURES, IT SHALL BE CENTERED ON DISPLAY FIXTURES, U.O.N.

CONTRACTOR TO VERIFY ALL EXISTING FLOOR CONDITIONS WITH RESPECT TO NEW INSTALLATION. ALL PATCHING, LEVELING AND OTHER REQUIRED PREPARATIONS OF EXISTING FLOOR TO BE PERFORMED TO THE SATISFACTION OF THE DESIGNER BEFORE FINAL FLOOR INSTALLATION.

ALL NEW CHANGES IN FINISH FLOORING MATERIALS OCCURRING AT DOORWAYS SHALL BE AT THE CENTERLINE OF THE DOORWAY, U.O.N. ALL OTHER FLOORING TRANSITIONS SHALL BE APPLIED SMOOTHLY.

CONTRACTOR TO PROVIDE AND INSTALL REDUCER STRIPS AT ALL VET OR SINGLEUM TILE TO CARPET TRANSITIONS.

REFERENCE STANDARD: COMPLY WITH THE FOLLOWING: CERAMIC TILE TO BE INSTALLED WITH DRY-SET PORTLAND CEMENT MORTAR (AND) A106.1.

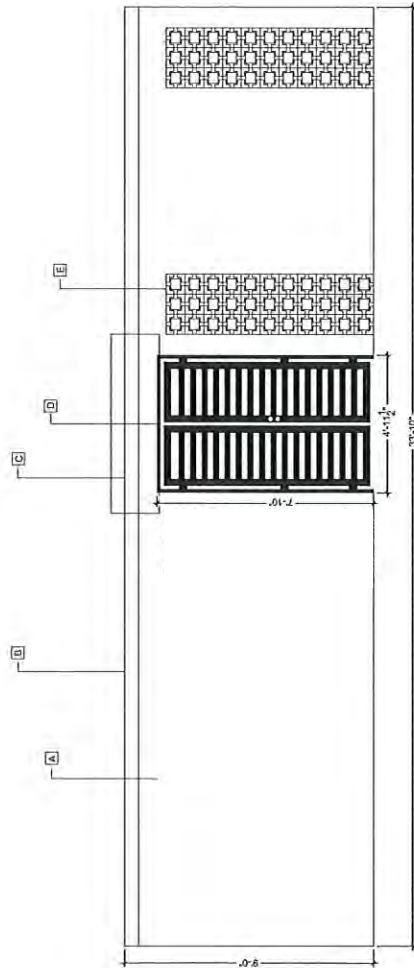
MAINTENANCE MATERIALS: FURNISH ADDITIONAL  
TELE MATERIALS FOR REPLACEMENT AND  
MAINTENANCE. FURNISH EACH SIZE, COLOR,  
PATTERNS AND TYPE OF MATERIAL INCLUDED IN  
THE WORK.

CONTRACTOR TO SEAL EACH FLOORING MATERIAL AS PER MANUFACTURER'S REQUIREMENTS.

INSTALL METAL EDGING WHERE CARPET ABUTS OTHER EXPOSED FLOORING MATERIALS. METAL EDGING SHALL BE DRILLED, SCREWED AND PLUGGED IN FINISHES TO MATCH METAL ENDINGS.

INSTALLATIONS EXCEEDS MANUFACTURER'S STOCK LENGTH, AND AT CHANGED IN DIRECTION. MITER JOINTS AT DIRECTION CHANGED.

UPON COMPLETION OF THE INSTALLATION, REMOVE ALL WASTE AND EXCESS MATERIALS. CAREFULLY AND THOROUGHLY VACUUM AND CLEAN THE ENTIRE FLOOR SURFACE.



CORDOBA MODEL: PROPOSED EXTERIOR FRONT GATE ELEVATION

NORTH

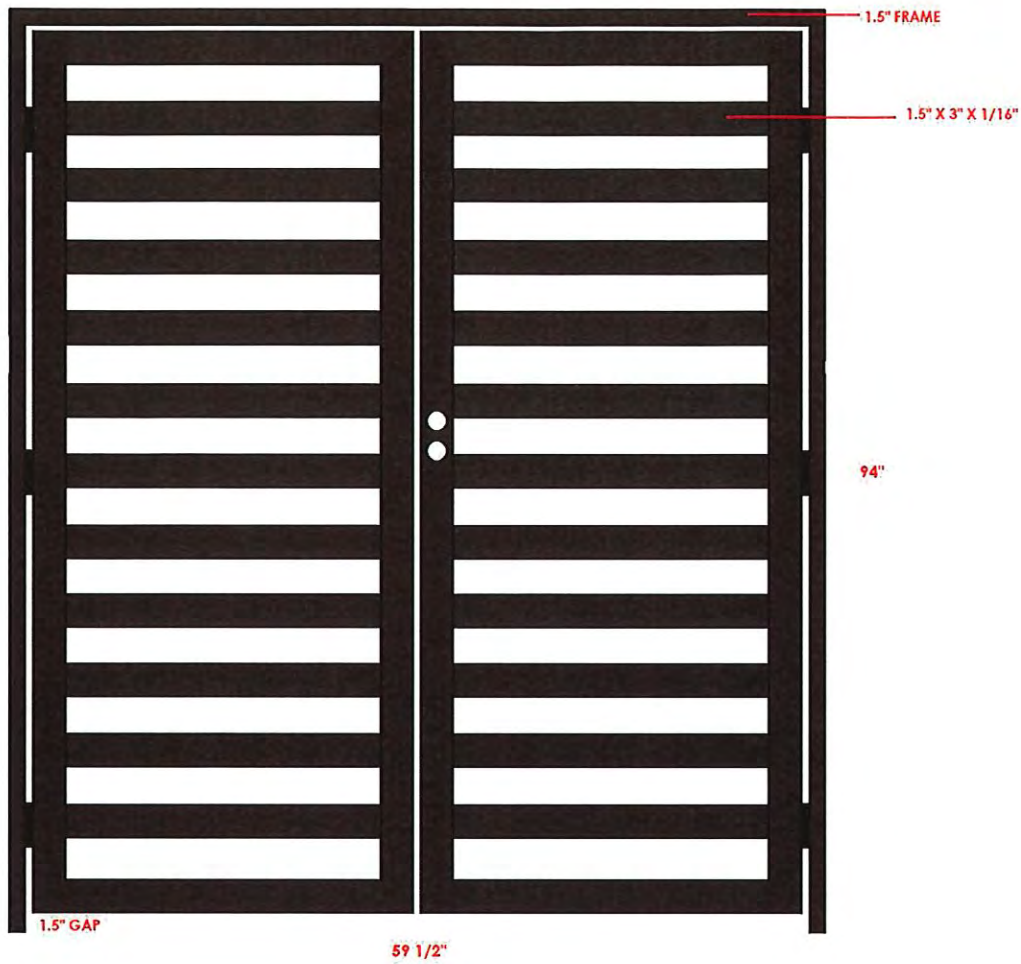
## ELEVATION PLAN NOTES

### WALL LEGEND

- ☐ A EXISTING WALL TO REMAIN  
☐ B EXISTING ROOF TO REMAIN  
☐ C EXISTING PORTICO TO REMAIN  
☐ D NEW PROPOSED BLACK WROUGHT IRON GATE  
☐ E EXISTING DECO WALL TO REMAIN

TYPE: A  
EXISTING WALL

ATTACHMENT 4  
PROPOSED  
WROUGHT IRON  
GATE



STANDARD 17  
PATIO GATES &  
COURTYARD DOORS

**STANDARD 17: PATIO GATES & COURTYARD DOORS**

MAY 1996, RESOLUTION U-96-62

REVISED JUNE 2007, RESOLUTION 01-07-62

GENERAL REQUIREMENTS REVISED JUNE 2011, RESOLUTION 01-11-104

GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08

GENERAL REQUIREMENTS REVISED JUNE 2018, RESOLUTION 01-18-57

REVISED NOVEMBER 2018, RESOLUTION 01-18-112

**1.0 GENERAL REQUIREMENTS**

**SEE STANDARD SECTION 1: GENERAL REQUIREMENTS**

**2.0 APPLICATIONS**

- 2.1 Only single panel gates, with a minimum of two hinges, are permitted.
- 2.2 No wood gates or courtyard doors. Gates and courtyard doors will be constructed of vinyl or wrought iron only.
- 2.3 Metal patio gates and metal courtyard doors shall be painted black.
- 2.4 Vinyl gates will be white in color or match the trim color of the building
- 2.5 Gates may be installed that open into patio areas; gates are not permitted to hinder access to entryways or access to common areas.
- 2.6 No new gates that open onto common area are permitted.
- 2.7 Gates to be matching in construction if facing each other or within 25 feet. Alterations Division shall be contacted if these conditions exist.
- 2.8 Gates and courtyard doors shall be no higher than the wall in which they are part of; decorative arc or radius finished tops are an exception.



ATTACHMENT 5



**RESOLUTION 01-22-XX**

**Variance Request**

**WHEREAS**, Mrs. Bonnie Maningo of 773-C Calle Aragon, a Cordoba style manor, requests Board approval of a variance for non-standard wrought iron entry gate; and,

**WHEREAS**, a Neighborhood Awareness Notice was sent to Members of affected units notifying them that an application to make an alteration to a neighboring unit has been made and that comments or objections could be made in writing to the Architectural Controls and Standards Committee (ACSC) or in person at the ACSC Meeting on October 20, 2022; and,

**WHEREAS**, the ACSC reviewed the variance and moved a recommendation for approval to the Board;

**NOW THEREFORE BE IT RESOLVED**, November 8, 2022, the Board of Directors hereby approves the request for non-standard wrought iron gate; and

**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 at 773-C Calle Aragon and all future mutual members at 773-C Calle Aragon; 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.

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## Membership Trust Transfer Review Confirmation Checklist

By way of Resolution 01-20-52, the Board of Directors of United Laguna Woods Mutual has elected to delegate its authority to act upon and approve or deny membership trust transfer requests to an authorized agent. On a monthly basis, a subcommittee of the Board, consisting of United's secretary and at least one other director, shall randomly check select membership trust transfer applications for completeness and conformance with established rules and regulations.

The undersigned Board members affirm that they have reviewed select membership trust transfer applications for the period ending October 31, 2022.

- \_\_\_\_\_ Staff report
- \_\_\_\_\_ Financial qualifications met
- \_\_\_\_\_ Attorney opinion letter
- \_\_\_\_\_ Membership certificate; death certificate (if applicable)
- \_\_\_\_\_ Credit report, FICO score
- \_\_\_\_\_ Background check
- \_\_\_\_\_ Emergency / CodeRed form
- \_\_\_\_\_ Criminal record
- \_\_\_\_\_ Age verification

I certify that a random and representative sampling of membership trust transfer applications was reviewed to the best of my ability. The applications confirm to established rules and regulations.

### UNITED LAGUNA WOODS MUTUAL

Signature Mary E Simon  
Print Name MARY E. SIMON  
Title Director / Secretary  
Date Nov 01, 2022

### UNITED LAGUNA WOODS MUTUAL

Signature Anthony M. Liberatore  
Print Name Anthony M. LIBERATORE  
Title DIRECTOR  
Date 11/02/2022

## Sublease Review Confirmation Checklist

By way of Resolution 01-20-52, the Board of Directors of United Laguna Woods Mutual has elected to delegate its authority to act upon and approve or deny sublease applications to an authorized agent. On a monthly basis, a subcommittee of the Board, consisting of United's secretary and at least one other director, shall randomly check select applications for completeness and conformance with established rules and regulations.

The undersigned Board members affirm that they have reviewed select sublease applications for the period ending October 31, 2022.

\_\_\_\_\_ Shareholder date  
\_\_\_\_\_ Sublease application  
\_\_\_\_\_ Sublease agreement or addendum/extension  
\_\_\_\_\_ Credit report, FICO score  
\_\_\_\_\_ Background check  
\_\_\_\_\_ Emergency/CodeRed form  
\_\_\_\_\_ Criminal record  
\_\_\_\_\_ Age verification

I certify that a random and representative sampling of sublease applications was reviewed to the best of my ability. The applications conform to established rules and regulations.

### UNITED LAGUNA WOODS MUTUAL

Signature Mary E Simon  
Print Name MARY E. Simon  
Title Director/Secretary  
Date Nov, 01, 2022

### UNITED LAGUNA WOODS MUTUAL

Signature Anthony M. Liberatore  
Print Name ANTHONY M. LIBERATORE  
Title DIRECTOR  
Date 11/01/2022

## Sublease Review Confirmation Checklist

By way of Resolution 01-20-52, the Board of Directors of United Laguna Woods Mutual has elected to delegate its authority to act upon and approve or deny sublease applications to an authorized agent. On a monthly basis, a subcommittee of the Board, consisting of United's secretary and at least one other director, shall randomly check select applications for completeness and conformance with established rules and regulations.

The undersigned Board members affirm that they have reviewed select sublease applications for the period ending September 30, 2022.

\_\_\_\_\_ Shareholder date  
\_\_\_\_\_ Sublease application  
\_\_\_\_\_ Sublease agreement or addendum/extension  
\_\_\_\_\_ Credit report, FICO score  
\_\_\_\_\_ Background check  
\_\_\_\_\_ Emergency/CodeRed form  
\_\_\_\_\_ Criminal record  
\_\_\_\_\_ Age verification

I certify that a random and representative sampling of sublease applications was reviewed to the best of my ability. The applications confirm to established rules and regulations.

**UNITED LAGUNA WOODS MUTUAL**

Signature Neda Arslani

Print Name Neda Arslani

Title Director

Date 10/04/2022

**UNITED LAGUNA WOODS MUTUAL**

Signature Anthony M. Liberatore

Print Name Anthony M. Liberatore

Title PRESIDENT UNITED

Date 10/04/2022

## Membership Trust Transfer Review Confirmation Checklist

By way of Resolution 01-20-52, the Board of Directors of United Laguna Woods Mutual has elected to delegate its authority to act upon and approve or deny membership trust transfer requests to an authorized agent. On a monthly basis, a subcommittee of the Board, consisting of United's secretary and at least one other director, shall randomly check select membership trust transfer applications for completeness and conformance with established rules and regulations.

The undersigned Board members affirm that they have reviewed select membership trust transfer applications for the period ending September 30, 2022.

- \_\_\_\_\_ Staff report
- \_\_\_\_\_ Financial qualifications met
- \_\_\_\_\_ Attorney opinion letter
- \_\_\_\_\_ Membership certificate; death certificate (if applicable)
- \_\_\_\_\_ Credit report, FICO score
- \_\_\_\_\_ Background check
- \_\_\_\_\_ Emergency / CodeRed form
- \_\_\_\_\_ Criminal record
- \_\_\_\_\_ Age verification

I certify that a random and representative sampling of membership trust transfer applications was reviewed to the best of my ability. The applications confirm to established rules and regulations.

### UNITED LAGUNA WOODS MUTUAL

Signature Neda Ardani

Print Name Neda Ardani

Title Director

Date 10/04/2022

### UNITED LAGUNA WOODS MUTUAL

Signature Anthony M. Liberatori

Print Name Anthony M. Liberatori

Title PRESIDENT / UNITER

Date 10/09/2022



## **RESOLUTION 01-22-XX**

### **Recording of a Lien**

**WHEREAS**, Member ID 947-425-65; is currently delinquent to United Laguna Woods 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**, November 8, 2022, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-425-65 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.

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## **RESOLUTION 01-22-XX**

### **Recording of a Lien**

**WHEREAS**, Member ID 947-358-40; is currently delinquent to United Laguna Woods 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**, November 8, 2022, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-358-40 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.

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### **RESOLUTION 01-22-XX**

#### **Recording of a Lien**

**WHEREAS**, Member ID 947-364-54; is currently delinquent to United Laguna Woods 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**, November 8, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-364-54 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.

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## **RESOLUTION 01-22-XX**

### **Recording of a Lien**

**WHEREAS**, Member ID 947-420-87; is currently delinquent to United Laguna Woods 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**, November 8, 2022 that the Board of Directors hereby approves the recording of a Lien for Member ID 947-420-87 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.

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## STAFF REPORT

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**DATE:** November 8, 2022  
**FOR:** Board of Directors  
**SUBJECT:** 2023 Collection and Lien Enforcement Policy

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### **RECOMMENDATION**

Staff recommends approval of the 2023 Collection and Lien Enforcement Policy

### **BACKGROUND**

The proposed 2023 United Laguna Woods Mutual Collection and Lien Enforcement Policy outlines the procedures, policies, and practices employed by the Mutual in enforcing rights or other legal remedies against members who are in default in payment of assessments. The policy statement is provided pursuant to the requirements of California Civil Code section 53150(a)(7) and will be distributed to members in November 2022 as part of the Annual Policy Statement.

### **DISCUSSION**

United legal counsel has determined that the proposed policy be placed on 28-day notice for review.

### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Erika Hernadnez, Finance Department Administrative Assistant

**Reviewed By:** Jose Campos, Assistant Director of Financial Services  
Steve Hormuth, Director of Financial Services

### **ATTACHMENT(S)**

**Attachment 1:** 2023 Collection and Lien Enforcement Policy (Redline)

**Attachment 2:** 2023 Collection and Lien Enforcement Policy (Clean)

**Attachment 3:** Resolution 01-22-XX

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**YEAR ~~2022~~ 2023 COLLECTION AND LIEN ENFORCEMENT  
POLICY AND PROCEDURES FOR ASSESSMENT  
DELINQUENCIES**

**PURPOSE STATEMENT**

The following is a statement (the “Policy Statement”) of the specific procedures, policies and practices employed by United Laguna Woods Mutual, a California nonprofit mutual benefit corporation (“United”) in enforcing lien rights or other legal remedies for default in payment of assessments against its members (“Shareholders”). This Policy Statement is provided pursuant to the requirements of California Civil Code Section 5310(a)(7) and incorporates by reference the disclosure provided by United pursuant to California Civil Code Section 5730.

The collection of delinquent assessments is of vital concern to all Shareholders of United. Such efforts ensure that all Shareholders pay their fair share of the costs of services and facilities provided and maintained by United. Shareholders’ failure to pay assessments when due creates a cash-flow problem for United and causes those Shareholders who make timely payment of their assessments to bear a disproportionate share of the community’s financial obligations.

Assessments are the separate debt of shareholders. United may employ single collection recourses or combinations thereof as allowed by law. In addition to any other rights provided for by law or described in the governing documents, including, but not limited to the Articles of Incorporation, Bylaws and each Shareholder’s Occupancy Agreement (“Governing Documents”), the Board has the right to collect delinquent assessments as stated herein.

WE SINCERELY TRUST THAT ALL SHAREHOLDERS, IN THE SPIRIT OF COOPERATION AND IN RECOGNITION OF THEIR LEGAL OBLIGATIONS, WILL MAKE TIMELY PAYMENTS AND AVOID THE IMPOSITION OF LATE CHARGES AND POSSIBLE RESULTANT LEGAL ACTION, AND REIMBURSEMENT FOR THE COSTS OF SUCH LEGAL ACTION. IT IS IN YOUR BEST INTEREST AND THE BEST INTEREST OF THE COMMUNITY AS A WHOLE TO MAKE YOUR MONTHLY PAYMENTS ON TIME.

REGARDLESS OF WHETHER A LIEN IS RECORDED AGAINST YOUR LEASEHOLD INTEREST DURING THE COLLECTION OF PAST-DUE ASSESSMENTS, ALL SHAREHOLDERS HAVE A PERSONAL AND ONGOING OBLIGATION TO PAY ASSESSMENTS AND CHARGES.

**BASIC POLICIES AND PROCEDURES**

Delinquency reports are made available monthly by United’s managing agent to the Board of United, identifying the delinquent Shareholder, the delinquent amount and the length of time the assessments have been in arrears. Additionally, to ensure the prompt payment of monthly

assessments United employs the following collection and lien enforcement procedures. The policies and practices outlined herein shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of United's Board of Directors.

Pursuant to United's Governing Documents, as well as the California Civil Code, the following are United's collection and lien enforcement policies and procedures for assessment delinquencies. Also following, pursuant to Paragraphs 3, 16 and 22, are United's collection policies and procedures for the collection of fines, fees, and chargeable services charged against Shareholders pursuant to the Governing Documents and current law:

**1. Assessments; Assessments Due Date.** "Carrying Charges" as defined by United's Occupancy Agreement, also referred to as "assessments" in United's Bylaws, are referred to throughout this Policy Statement as "assessments." Assessments are due and payable to United, in advance, in equal monthly installments, on the first (1<sup>st</sup>) day of each month. **It is each Shareholder's responsibility to pay assessments in full each month regardless of whether a billing statement is received.** Special assessments shall be due and payable on the due date specified by the Board of Directors in the notice imposing the special assessment. In no event shall a special assessment be due and payable earlier than thirty (30) days after the special assessment is duly imposed. If a special assessment is payable in installment payments and an installment payment of that special assessment is delinquent for more than 30 days, all remaining installments will be accelerated and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to late charges and interest as provided herein. Note that the obligation to pay assessments shall not be relieved or modified by the temporary closure and/or modified availability of common area facilities and amenities, absent a moratorium or mandate from state officials, or as otherwise determined at the discretion of the Board of Directors.

**2. Reminder Notice; Administrative Collection Fee.** If Assessments are not received by United on or before the close of business on the sixteenth (16<sup>th</sup>) day of the month (or if a special assessment is not received by United on or before the close of business on the fifteenth (15<sup>th</sup>) day after it is due), a Reminder Notice is sent to the Shareholder. PLEASE NOTE THAT TO BE CONSIDERED TIMELY, THE PAYMENT MUST BE RECEIVED BY UNITED WITHIN THIS FIFTEEN (15) DAY GRACE PERIOD. SIMPLY PLACING THE PAYMENT IN THE MAIL BEFORE THE GRACE PERIOD EXPIRES IS NOT SUFFICIENT. It is the policy of United not to waive any duly imposed late charges, interest, or collection fees and costs. Each delinquent account shall incur an administrative collection fee, in the amount of Two Hundred Dollars (\$200) (the "Administrative Collection Fee"), which is charged by United's managing agent to reasonably cover staff's costs to prepare the files for delivery to United's collection agent in order to carry out collection activities authorized hereunder, as well as direct costs incurred in recording and/or forwarding documents in connection with the collection process. (See *Brown v. Professional Community Management, Inc.* [2005] 127 Cal.App.4th 532.) This Administrative Collection Fee may be increased by majority vote of United's Board, and may be collected by United's collection agent on United's behalf, and remitted to United's managing agent, or may be directly collected by United's managing agent. IT IS THE SHAREHOLDER'S RESPONSIBILITY TO ALLOW AMPLE TIME TO DROP OFF OR MAIL ALL PAYMENTS SO THAT THEY ARE RECEIVED BEFORE THE DELINQUENCY DATE. All notices or invoices for assessments will be sent to Shareholders by first-class mail addressed to the Shareholder.

or the Shareholder's designee at his or her address as shown on the books and records of United unless otherwise required by law. However, it is the Shareholder's responsibility to be aware of the assessment payment due dates and to advise United of any changes in the Shareholder's mailing address.

**3. Late Charges; Interest.** Assessments not received by the sixteenth (16<sup>th</sup>) day of the month will incur a late fee in the amount of Fifty Dollars (\$50.00), which amount is consistent with statutory authority. Further, both state law and United's governing documents provide for interest on the delinquent assessment, late charges and collection fees and costs. Accordingly, interest may be imposed thirty (30) days after the assessment is due, at an annual percentage rate not to exceed Twelve Percent (12%), consistent with Civil Code Section 5650. Such interest may be imposed and collected per the foregoing sentence regardless of whether the Shareholder's delinquent account is referred to United's collection agent for collections. Non-assessment fines, fees and chargeable services are also subject to late charges and interest.

**4. Thirty-Day Pre-Lien Letter Notice to Delinquent Shareholder.** If full payment of the delinquent amount is not received by the close of business on the thirtieth (30<sup>th</sup>) day after the date of the Reminder Notice, United's managing agent will send a pre-lien letter (also referred to as a final demand for payment letter) to the Shareholder as required by Civil Code Section 5660 by certified and regular first class mail, to the Shareholder's mailing address of record in United's books and records advising of, among other things required by law, the delinquent status of the account, including an itemized statement of the charges owed by the shareholder, impending collection action and the Shareholder's rights including a statement that the shareholder will not be liable to pay charges, interest and costs of collection if it is determined the assessment was paid on time to United, and the right to request a meeting with the Board of Directors of United pursuant to Civil Code Section 5665, the right to dispute the assessment debt by submitting a written request for dispute resolution pursuant to Civil Code pursuant to Article 2 (commencing with Section 5900) of Chapter 10 ("IDR"), the right to request alternative dispute resolution pursuant to Article 3 (commencing with Section 5925) of Chapter 10 ("ADR") and the right to request debt validation. Notwithstanding the provisions of this paragraph, United may cause a pre-lien letter to be sent to a delinquent Shareholder at any time when there is an open escrow involving the Shareholder's leasehold interest, may cause a pre-lien letter to be sent to a delinquent Shareholder if any special assessment becomes delinquent, and/or may turn the delinquent account over to United's collection agent to send a pre-lien letter to a delinquent Shareholder.

**5. Recordation of a Lien Against a Delinquent Shareholder's Leasehold Interest.** If a Shareholder does not pay the amounts set forth in the pre-lien letter and does not request IDR or ADR within thirty (30) days of the date of the pre-lien letter, or, otherwise, requests to validate the debt in which case the collection process will be placed on hold in order to validate the debt, the delinquent account will be turned over to United's collection agent for collections. The Board shall decide, by majority vote in an open meeting, whether to authorize United's collection agent to record a lien for the amount of any delinquent assessments, late charges, interest, and collection fees and costs, including attorneys' fees against the Shareholder's leasehold interest. If United authorizes United's collection agent to record a lien against the Shareholder's leasehold interest, the Shareholder will incur additional fees and costs for preparing and recording the lien. The lien may be enforced in any manner permitted by law, including without limitation,

judicial or non-judicial foreclosure (Civil Code Section 5700). A copy of the lien will be sent to the Shareholder, via certified mail, within ten (10) days of recordation of the lien.

**6. Enforcement of a Lien.** United's collection agent may be authorized to enforce the lien thirty (30) days after recordation of the lien, in any manner permitted by law, which may include recording a Notice of Default. United may foreclose the lien by judicial or non-judicial foreclosure when either (a) the delinquent assessment amount totals One Thousand Eight Hundred Dollars (\$1,800.00) or more, excluding accelerated assessments, late charges, interest, and collection fees and costs or (b) the assessments are delinquent for more than twelve (12) months. **YOU COULD LOSE YOUR LEASEHOLD INTEREST AT UNITED IF A FORECLOSURE ACTION IS COMPLETED.** A non-judicial foreclosure sale by United to collect upon a debt for delinquent assessments is subject to a statutory right of redemption. The redemption period within which your leasehold interest may be redeemed ends ninety (90) days after United's foreclosure sale, per California Civil Code Section 5715(b). The Shareholder will incur significant additional fees and costs if a Notice of Default is recorded and a foreclosure action is commenced against the Shareholder's leasehold interest. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent Shareholder(s) by identifying the matter in the minutes by only the parcel number of the property in which the Shareholder has a leasehold interest. Prior to initiating any foreclosure sale on a recorded lien, United shall offer delinquent Shareholders the option of participating in IDR, ADR, or both IDR and ADR as requested by the Shareholder.

United may commence and maintain a lawsuit directly on the debt without waiving its right to establish a lien and initiate foreclosure against the owner's separate interest for the delinquent assessment. In any action to collect delinquent assessments, late charges, or interest, the prevailing party will be entitled to costs and reasonable attorney's fees.

**7. Inspection of Books and Records.** A Shareholder is entitled to inspect United's accounting books and records to verify the amounts owed pursuant to Civil Code Section 5200, *et seq.*

**8. Application of Payments.** Any payments made shall be first applied to assessments owed and only after the assessments owed are paid in full, shall such payment be applied to late charges, interest, and collection fees and costs, including attorneys' fees.

**9. Account Sent to United's Collection Agent In Error.** In the event it is determined that the Shareholder has paid the assessments on time, the Shareholder will not be liable to pay the charges, interests, and fees and costs of collection associated with collection of those assessments. If it is determined that a lien was recorded in error, a release of lien shall be recorded within twenty-one (21) calendar days and the owner of the separate interest will be provided with a copy of the release of lien. If the lien was recorded in error, United shall promptly reverse all late charges, fees, interest, attorney's fees, and costs of collection.

**10. Payment Under Protest.** A Shareholder may but is not obligated to, pay under protest any disputed charge or sum levied by United, including but not limited to, an

assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

**11. Right to Dispute the Debt.** A Shareholder has the right to dispute the assessment debt by submitting a written request for dispute resolution to the collection agent for delivery to United pursuant to Civil Code Section 5900 *et seq.* A dispute, by itself, will not impede United's ability to record a lien.

**12. Right to Request Internal Dispute Resolution ("IDR").** Pursuant to Civil Code Section 5670, prior to recording a lien, United offers to Shareholders, and if so requested by a Shareholder, participation in internal dispute resolution ("IDR") pursuant to United's "meet and confer" program.

**13. Right to Request Alternative Dispute Resolution ("ADR").** A Shareholder has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925 *et seq.* before United may initiate foreclosure against the Shareholder's leasehold interest, except that binding arbitration shall not be available if United intends to initiate a judicial foreclosure.

**14. Right to Request Debt Validation.** Under the Fair Debt Collection Practices Act ("FDCPA"), a Shareholder may request that United and/or its collection agent send the Shareholder proof that the debt sought to be recovered is valid, that the Shareholder lawfully owes the debt, and that United and/or its collection agent has the right to collect the debt.

**15. Payment Plan Requests.** Any Shareholder who is unable to pay assessments will be entitled to make a written request for a payment plan to United, or United's collection agent, as applicable, to be considered by the Board of Directors. A Shareholder may also request to meet with the Board in executive session to discuss a payment plan if the payment plan request is mailed within fifteen (15) days of the postmark date of the pre-lien letter. If such request is mailed within fifteen (15) days of the postmark of the pre-lien letter, the Board will meet with the Shareholder, in executive session, within forty-five (45) days of the postmark of such request, unless there is no regularly scheduled meeting of the Board within that time period, in which case the Board may designate a committee of one or more directors to meet with the Shareholder. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans shall not interfere with United's ability to record a lien on a Shareholder's separate interest to secure payment for the Shareholder's delinquent assessments. If the Board authorizes a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period in addition to a \$50 one-time setup fee. If a payment plan is approved by the Board, additional late charges from the Shareholder will not accrue while the Shareholder remains current under the terms of the payment plan. If the Shareholder breaches an approved payment plan, United may resume its collection action from the time the payment plan was approved. Generally speaking, no payment plan may exceed six (6) months in duration. Any payment plan which exceeds six (6) months in duration must be accompanied by a written explanation of the reason for the request,

which includes documentation of the Shareholder's special circumstances, financial hardship and ability to make the payments requested.

**16. Termination of Shareholder's Rights under Occupancy Agreement.** Nothing herein limits or otherwise affects United's right to proceed in any lawful manner to collect any delinquent sums owed to United (such as duly levied and imposed assessments, fines, fees and chargeable services, and any associated late charges and interest), or to pursue any other discipline set forth in United's governing documents, including but not limited to a termination of the Shareholder's rights under the Occupancy Agreement pursuant to Article 14 therein and pursuant to the procedures set forth in Article IV, Section 3 of the Bylaws and pursuing an unlawful detainer action or other proceeding which may apply to the eviction of tenants.

**17. Release of Lien.** Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and fees and costs of collection, including attorneys' fees, must be paid in full to United.

**18. No Right of Offset.** There is no right of offset. Shareholder may not withhold assessments owed to United on the alleged grounds that the Shareholder is entitled to recover money or damages from United for some other obligation. Additionally, the obligation to pay assessments shall not be relieved or modified by the temporary closure and/or modified availability of common area facilities and amenities, absent a moratorium or mandate from state officials or as otherwise determined at the discretion of the Board.

**19. Returned Checks.** United may charge the Shareholder a Twenty-Five Dollar (\$25.00) fee for the first check tendered to United that is returned unpaid by the Shareholder's bank and Thirty-Five Dollars (\$35.00) for each subsequent check passed on insufficient funds. If the check cannot be negotiated, United may also seek to recover damages of at least One Hundred Dollars (\$100.00), or, if higher, three (3) times the amount of the check up to One Thousand, Five Hundred Dollars (\$1,500.00) pursuant to Civil Code Section 1719.

**20. Additional Mailing Addresses.** Shareholders have the right to provide a secondary address to United for mailing of an additional copy of notices and other correspondence related to collection of delinquent assessments. The Shareholder's request shall be in writing and shall be mailed to United in a way that shall indicate that United has received it. A Shareholder may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, United shall only be required to send notices to the indicated secondary address from the point United receives the request.

**21. Charges Subject to Change.** All charges listed herein are subject to change upon thirty (30) days prior written notice. After a delinquent account has been turned over to United's collection agent, United's collection agent's charges may vary from United's and are subject to change without prior written notice. Shareholders in collections should rely on United collection agent's charges and statement of account.

**22. Notice and Hearing Prior to Suspension of Shareholder Privileges.** Until the Shareholder has paid all amounts due, including delinquent assessments, late charges, interest and costs of collection, including attorneys' fees, and duly imposed fines, **Agenda Item #11f**



fees and chargeable services, and associated late charges and interest, the Board of Directors may suspend the Shareholder's right to vote, and suspend the Shareholder's right to use United's recreational facilities and/or the facilities or services provided by the Golden Rain Foundation of Laguna Woods after providing the Shareholder with a duly noticed hearing pursuant to Civil Code Section 5855. However, any suspension imposed shall not prevent the delinquent Shareholder from the use, benefit and pleasure of the Shareholder's leasehold interest (i.e., the manor).

When the Board is to meet in executive session to consider or impose a monetary charge as a means of reimbursing United for costs incurred by it in the repair of damage to common area and facilities caused by a member or the member's guest or tenant, the Board shall notify the member in writing, by either personal delivery or individual delivery pursuant to Section 4040, at least 10 days prior to the meeting. (Civil Code Section 5855(a).) The notice shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a member may be disciplined or the nature of the damage to the common area and facilities for which a monetary charge may be imposed, and a statement that the member has a right to attend and may address the board at the meeting.

**23. Overnight Payments.** The mailing address for overnight payment of assessments is: United Laguna Woods Mutual, Attn: Assessments, 24351 El Toro Road, Laguna Woods, CA 92637.

**24. Annual Notice to Members.** United shall distribute its collection policy to each member during the 60-day period immediately preceding the beginning of United's fiscal year.

**25. No limitations.** Nothing herein limits or otherwise affects United's right to proceed in any lawful manner to collect any delinquent sums owed to United.

**BOARD OF DIRECTORS  
UNITED LAGUNA WOODS MUTUAL**



## NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of the shareholders (as holders of leasehold interests in a Unit located within United Laguna Woods Mutual, a stock cooperative), as shareholders with an entitlement to the exclusive right to occupy a unit, which is property in a common interest development (as defined by California Civil Code), and the corporation that manages them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

For purposes of this notice, “association” shall refer to “United Laguna Woods Mutual”, also referred to as “United” or the “Association”.

Any and all references to “shareholders” in this notice refer to holders of membership certificates issued by United, who are also holders of leasehold interests in a Unit, (or “Members”, as such term is defined in the Bylaws of United Laguna Woods Mutual).

Any and all references to a “Unit” in this notice shall refer to a dwelling unit owned by United.

Any and all references to “property” and “shareholder’s separate interest” in this notice refer to a leasehold interest and the right to exclusively occupy a Unit pursuant to an Occupancy Agreement and a membership certificate.

Any and all references to a “membership certificate” or “stock certificate” refer to a certificate for membership issued by United, which conveys to the holder a leasehold interest in and the right to exclusively occupy a Unit and membership in United.



## ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay Association (United) assessments may result in the loss of a shareholder's property (leasehold interest in a Unit as evidenced by a stock certificate) through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. If a shareholder defaults under his or her Occupancy Agreement by failing to pay assessments when due, United also has the right, but not the obligation, to terminate the shareholder's stock certificate, which may result in the eviction of the occupants of the Unit.

For liens recorded on and after January 1, 2006, the Association (United) may not use judicial or nonjudicial foreclosure to enforce the lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than One Thousand Eight Hundred Dollars (\$1,800). For delinquent assessments or carrying charges in excess of One Thousand Eight Hundred Dollars (\$1,800) or more than 12 months delinquent, the Association (United) may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the Association (United) records a lien against the shareholder's separate interest. The shareholder's separate interest (a leasehold interest in a Unit as evidenced by a stock certificate) may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive) If a shareholder defaults under his or her Occupancy Agreement by failing to pay assessments when due, United also has the right but not the obligation to terminate the shareholder's stock certificate pursuant to the procedures set forth in the governing documents, including without limitation, the Bylaws and Occupancy Agreement, which may result in the eviction of the occupants of the Unit by an unlawful detainer action or other proceedings which may apply to the eviction of tenants.

In a judicial or nonjudicial foreclosure, the Association (United) may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The Association (United) may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a shareholder or a shareholder's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The Association (United) must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the Association (United) fails to

## Attachment 1

follow these requirements, it may not record a lien against the shareholder's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the Association (United). (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on a shareholder's separate interest (the leasehold interest in a Unit as evidenced by a stock certificate), the Association (United) must provide the shareholder with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the shareholder. A shareholder has a right to review the Association's (United's) records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against a shareholder's separate interest (the leasehold interest in a Unit as evidenced by a stock certificate) in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide a shareholder with certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the Association (United) may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

### PAYMENTS

When a shareholder makes a payment, he or she may request a receipt, and the Association (United) is required to provide it. On the receipt, the Association (United) must indicate the date of payment and the person who received it. The Association (United) must inform shareholders of a mailing address for overnight payments. (Section 5655 of the Civil Code)

A shareholder may, but is not obligated to, pay under protest any disputed charge or sum levied by the Association (United), including, but not limited to, a monthly carrying charge, assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

A shareholder may dispute an assessment debt by submitting a written request for dispute resolution to the Association (United) as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an Association (United) may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the shareholder. Binding arbitration shall not be available if the Association (United) intends to initiate a judicial foreclosure.

## Attachment 1

2023 NOTICE ASSESSMENTS AND FORECLOSURE  
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A shareholder is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

### MEETINGS AND PAYMENT PLANS

A shareholder of a separate interest (the leasehold interest in a Unit as evidenced by a stock certificate) that is not a timeshare may request the Association (United) to consider a payment plan to satisfy a delinquent assessment. The Association (United) must inform shareholders of the standards for payment plans, if any exist. (Section 5665 of the Civil Code)

The Board of Directors must meet with a shareholder who makes a proper written request for a meeting to discuss a payment plan when the shareholder has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the Association (United), if they exist. (Section 5665 of the Civil Code)

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## **YEAR 2023 COLLECTION AND LIEN ENFORCEMENT POLICY AND PROCEDURES FOR ASSESSMENT DELINQUENCIES**

### **PURPOSE STATEMENT**

The following is a statement (the “Policy Statement”) of the specific procedures, policies and practices employed by United Laguna Woods Mutual, a California nonprofit mutual benefit corporation (“United”) in enforcing lien rights or other legal remedies for default in payment of assessments against its members (“Shareholders”). This Policy Statement is provided pursuant to the requirements of California Civil Code Section 5310(a)(7) and incorporates by reference the disclosure provided by United pursuant to California Civil Code Section 5730.

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Assessments are the separate debt of shareholders. United may employ single collection recourses or combinations thereof as allowed by law. In addition to any other rights provided for by law or described in the governing documents, including, but not limited to the Articles of Incorporation, Bylaws and each Shareholder’s Occupancy Agreement (“Governing Documents”), the Board has the right to collect delinquent assessments as stated herein.

WE SINCERELY TRUST THAT ALL SHAREHOLDERS, IN THE SPIRIT OF COOPERATION AND IN RECOGNITION OF THEIR LEGAL OBLIGATIONS, WILL MAKE TIMELY PAYMENTS AND AVOID THE IMPOSITION OF LATE CHARGES AND POSSIBLE RESULTANT LEGAL ACTION, AND REIMBURSEMENT FOR THE COSTS OF SUCH LEGAL ACTION. IT IS IN YOUR BEST INTEREST AND THE BEST INTEREST OF THE COMMUNITY AS A WHOLE TO MAKE YOUR MONTHLY PAYMENTS ON TIME.

REGARDLESS OF WHETHER A LIEN IS RECORDED AGAINST YOUR LEASEHOLD INTEREST DURING THE COLLECTION OF PAST-DUE ASSESSMENTS, ALL SHAREHOLDERS HAVE A PERSONAL AND ONGOING OBLIGATION TO PAY ASSESSMENTS AND CHARGES.

### **BASIC POLICIES AND PROCEDURES**

Delinquency reports are made available monthly by United’s managing agent to the Board of United, identifying the delinquent Shareholder, the delinquent amount and the length of time the assessments have been in arrears. Additionally, to ensure the prompt payment of monthly assessments United employs the following collection and lien enforcement procedures. The

policies and practices outlined herein shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of United's Board of Directors.

Pursuant to United's Governing Documents, as well as the California Civil Code, the following are United's collection and lien enforcement policies and procedures for assessment delinquencies. Also following, pursuant to Paragraphs 3, 16 and 22, are United's collection policies and procedures for the collection of fines, fees, and chargeable services charged against Shareholders pursuant to the Governing Documents and current law:

**1. Assessments; Assessments Due Date.** "Carrying Charges" as defined by United's Occupancy Agreement, also referred to as "assessments" in United's Bylaws, are referred to throughout this Policy Statement as "assessments." Assessments are due and payable to United, in advance, in equal monthly installments, on the first (1<sup>st</sup>) day of each month. **It is each Shareholder's responsibility to pay assessments in full each month regardless of whether a billing statement is received.** Special assessments shall be due and payable on the due date specified by the Board of Directors in the notice imposing the special assessment. In no event shall a special assessment be due and payable earlier than thirty (30) days after the special assessment is duly imposed. If a special assessment is payable in installment payments and an installment payment of that special assessment is delinquent for more than 30 days, all remaining installments will be accelerated and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to late charges and interest as provided herein. Note that the obligation to pay assessments shall not be relieved or modified by the temporary closure and/or modified availability of common area facilities and amenities, absent a moratorium or mandate from state officials, or as otherwise determined at the discretion of the Board of Directors.

**2. Reminder Notice; Administrative Collection Fee.** If Assessments are not received by United on or before the close of business on the sixteenth (16<sup>th</sup>) day of the month (or if a special assessment is not received by United on or before the close of business on the fifteenth (15<sup>th</sup>) day after it is due), a Reminder Notice is sent to the Shareholder. PLEASE NOTE THAT TO BE CONSIDERED TIMELY, THE PAYMENT MUST BE RECEIVED BY UNITED WITHIN THIS FIFTEEN (15) DAY GRACE PERIOD. SIMPLY PLACING THE PAYMENT IN THE MAIL BEFORE THE GRACE PERIOD EXPIRES IS NOT SUFFICIENT. It is the policy of United not to waive any duly imposed late charges, interest, or collection fees and costs. Each delinquent account shall incur an administrative collection fee, in the amount of Two Hundred Dollars (\$200) (the "Administrative Collection Fee"), which is charged by United's managing agent to reasonably cover staff's costs to prepare the files for delivery to United's collection agent in order to carry out collection activities authorized hereunder, as well as direct costs incurred in recording and/or forwarding documents in connection with the collection process. (See *Brown v. Professional Community Management, Inc.* [2005] 127 Cal.App.4th 532.) This Administrative Collection Fee may be increased by majority vote of United's Board, and may be collected by United's collection agent on United's behalf, and remitted to United's managing agent, or may be directly collected by United's managing agent. IT IS THE SHAREHOLDER'S RESPONSIBILITY TO ALLOW AMPLE TIME TO DROP OFF OR MAIL ALL PAYMENTS SO THAT THEY ARE RECEIVED BEFORE THE DELINQUENCY DATE. All notices or invoices for assessments will be sent to Shareholders by first-class mail addressed to the Shareholder or the Shareholder's designee at his or her address as shown on the books and records.

of United unless otherwise required by law. However, it is the Shareholder's responsibility to be aware of the assessment payment due dates and to advise United of any changes in the Shareholder's mailing address.

**3. Late Charges; Interest.** Assessments not received by the sixteenth (16<sup>th</sup>) day of the month will incur a late fee in the amount of Fifty Dollars (\$50.00), which amount is consistent with statutory authority. Further, both state law and United's governing documents provide for interest on the delinquent assessment, late charges and collection fees and costs. Accordingly, interest may be imposed thirty (30) days after the assessment is due, at an annual percentage rate not to exceed Twelve Percent (12%), consistent with Civil Code Section 5650. Such interest may be imposed and collected per the foregoing sentence regardless of whether the Shareholder's delinquent account is referred to United's collection agent for collections. Non-assessment fines, fees and chargeable services are also subject to late charges and interest.

**4. Thirty-Day Pre-Lien Letter Notice to Delinquent Shareholder.** If full payment of the delinquent amount is not received by the close of business on the thirtieth (30<sup>th</sup>) day after the date of the Reminder Notice, United's managing agent will send a pre-lien letter (also referred to as a final demand for payment letter) to the Shareholder as required by Civil Code Section 5660 by certified and regular first class mail, to the Shareholder's mailing address of record in United's books and records advising of, among other things required by law, the delinquent status of the account, including an itemized statement of the charges owed by the shareholder, impending collection action and the Shareholder's rights including a statement that the shareholder will not be liable to pay charges, interest and costs of collection if it is determined the assessment was paid on time to United, and the right to request a meeting with the Board of Directors of United pursuant to Civil Code Section 5665, the right to dispute the assessment debt by submitting a written request for dispute resolution pursuant to Civil Code pursuant to Article 2 (commencing with Section 5900) of Chapter 10 ("IDR"), the right to request alternative dispute resolution pursuant to Article 3 (commencing with Section 5925) of Chapter 10 ("ADR") and the right to request debt validation. Notwithstanding the provisions of this paragraph, United may cause a pre-lien letter to be sent to a delinquent Shareholder at any time when there is an open escrow involving the Shareholder's leasehold interest, may cause a pre-lien letter to be sent to a delinquent Shareholder if any special assessment becomes delinquent, and/or may turn the delinquent account over to United's collection agent to send a pre-lien letter to a delinquent Shareholder.

**5. Recordation of a Lien Against a Delinquent Shareholder's Leasehold Interest.** If a Shareholder does not pay the amounts set forth in the pre-lien letter and does not request IDR or ADR within thirty (30) days of the date of the pre-lien letter, or, otherwise, requests to validate the debt in which case the collection process will be placed on hold in order to validate the debt, the delinquent account will be turned over to United's collection agent for collections. The Board shall decide, by majority vote in an open meeting, whether to authorize United's collection agent to record a lien for the amount of any delinquent assessments, late charges, interest, and collection fees and costs, including attorneys' fees against the Shareholder's leasehold interest. If United authorizes United's collection agent to record a lien against the Shareholder's leasehold interest, the Shareholder will incur additional fees and costs for preparing and recording the lien. The lien may be enforced in any manner permitted by law, including without limitation,

judicial or non-judicial foreclosure (Civil Code Section 5700). A copy of the lien will be sent to the Shareholder, via certified mail, within ten (10) days of recordation of the lien.

**6. Enforcement of a Lien.** United's collection agent may be authorized to enforce the lien thirty (30) days after recordation of the lien, in any manner permitted by law, which may include recording a Notice of Default. United may foreclose the lien by judicial or non-judicial foreclosure when either (a) the delinquent assessment amount totals One Thousand Eight Hundred Dollars (\$1,800.00) or more, excluding accelerated assessments, late charges, interest, and collection fees and costs or (b) the assessments are delinquent for more than twelve (12) months. **YOU COULD LOSE YOUR LEASEHOLD INTEREST AT UNITED IF A FORECLOSURE ACTION IS COMPLETED.** A non-judicial foreclosure sale by United to collect upon a debt for delinquent assessments is subject to a statutory right of redemption. The redemption period within which your leasehold interest may be redeemed ends ninety (90) days after United's foreclosure sale, per California Civil Code Section 5715(b). The Shareholder will incur significant additional fees and costs if a Notice of Default is recorded and a foreclosure action is commenced against the Shareholder's leasehold interest. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent Shareholder(s) by identifying the matter in the minutes by only the parcel number of the property in which the Shareholder has a leasehold interest. Prior to initiating any foreclosure sale on a recorded lien, United shall offer delinquent Shareholders the option of participating in IDR, ADR, or both IDR and ADR as requested by the Shareholder.

United may commence and maintain a lawsuit directly on the debt without waiving its right to establish a lien and initiate foreclosure against the owner's separate interest for the delinquent assessment. In any action to collect delinquent assessments, late charges, or interest, the prevailing party will be entitled to costs and reasonable attorney's fees.

**7. Inspection of Books and Records.** A Shareholder is entitled to inspect United's accounting books and records to verify the amounts owed pursuant to Civil Code Section 5200, *et seq.*

**8. Application of Payments.** Any payments made shall be first applied to assessments owed and only after the assessments owed are paid in full, shall such payment be applied to late charges, interest, and collection fees and costs, including attorneys' fees.

**9. Account Sent to United's Collection Agent In Error.** In the event it is determined that the Shareholder has paid the assessments on time, the Shareholder will not be liable to pay the charges, interests, and fees and costs of collection associated with collection of those assessments. If it is determined that a lien was recorded in error, a release of lien shall be recorded within twenty-one (21) calendar days and the owner of the separate interest will be provided with a copy of the release of lien. If the lien was recorded in error, United shall promptly reverse all late charges, fees, interest, attorney's fees, and costs of collection.

**10. Payment Under Protest.** A Shareholder may but is not obligated to, pay under protest any disputed charge or sum levied by United, including but not limited to, an



assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

**11. Right to Dispute the Debt.** A Shareholder has the right to dispute the assessment debt by submitting a written request for dispute resolution to the collection agent for delivery to United pursuant to Civil Code Section 5900 *et seq.* A dispute, by itself, will not impede United's ability to record a lien.

**12. Right to Request Internal Dispute Resolution ("IDR").** Pursuant to Civil Code Section 5670, prior to recording a lien, United offers to Shareholders, and if so requested by a Shareholder, participation in internal dispute resolution ("IDR") pursuant to United's "meet and confer" program.

**13. Right to Request Alternative Dispute Resolution ("ADR").** A Shareholder has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925 *et seq.* before United may initiate foreclosure against the Shareholder's leasehold interest, except that binding arbitration shall not be available if United intends to initiate a judicial foreclosure.

**14. Right to Request Debt Validation.** Under the Fair Debt Collection Practices Act ("FDCPA"), a Shareholder may request that United and/or its collection agent send the Shareholder proof that the debt sought to be recovered is valid, that the Shareholder lawfully owes the debt, and that United and/or its collection agent has the right to collect the debt.

**15. Payment Plan Requests.** Any Shareholder who is unable to pay assessments will be entitled to make a written request for a payment plan to United, or United's collection agent, as applicable, to be considered by the Board of Directors. A Shareholder may also request to meet with the Board in executive session to discuss a payment plan if the payment plan request is mailed within fifteen (15) days of the postmark date of the pre-lien letter. If such request is mailed within fifteen (15) days of the postmark of the pre-lien letter, the Board will meet with the Shareholder, in executive session, within forty-five (45) days of the postmark of such request, unless there is no regularly scheduled meeting of the Board within that time period, in which case the Board may designate a committee of one or more directors to meet with the Shareholder. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans shall not interfere with United's ability to record a lien on a Shareholder's separate interest to secure payment for the Shareholder's delinquent assessments. If the Board authorizes a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period in addition to a \$50 one-time setup fee. If a payment plan is approved by the Board, additional late charges from the Shareholder will not accrue while the Shareholder remains current under the terms of the payment plan. If the Shareholder breaches an approved payment plan, United may resume its collection action from the time the payment plan was approved. Generally speaking, no payment plan may exceed six (6) months in duration. Any payment plan which exceeds six (6) months in duration must be accompanied by a written explanation of the reason for the request,

which includes documentation of the Shareholder's special circumstances, financial hardship and ability to make the payments requested.

**16. Termination of Shareholder's Rights under Occupancy Agreement.** Nothing herein limits or otherwise affects United's right to proceed in any lawful manner to collect any delinquent sums owed to United (such as duly levied and imposed assessments, fines, fees and chargeable services, and any associated late charges and interest), or to pursue any other discipline set forth in United's governing documents, including but not limited to a termination of the Shareholder's rights under the Occupancy Agreement pursuant to Article 14 therein and pursuant to the procedures set forth in Article IV, Section 3 of the Bylaws and pursuing an unlawful detainer action or other proceeding which may apply to the eviction of tenants.

**17. Release of Lien.** Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and fees and costs of collection, including attorneys' fees, must be paid in full to United.

**18. No Right of Offset.** There is no right of offset. Shareholder may not withhold assessments owed to United on the alleged grounds that the Shareholder is entitled to recover money or damages from United for some other obligation. Additionally, the obligation to pay assessments shall not be relieved or modified by the temporary closure and/or modified availability of common area facilities and amenities, absent a moratorium or mandate from state officials or as otherwise determined at the discretion of the Board.

**19. Returned Checks.** United may charge the Shareholder a Twenty-Five Dollar (\$25.00) fee for the first check tendered to United that is returned unpaid by the Shareholder's bank and Thirty-Five Dollars (\$35.00) for each subsequent check passed on insufficient funds. If the check cannot be negotiated, United may also seek to recover damages of at least One Hundred Dollars (\$100.00), or, if higher, three (3) times the amount of the check up to One Thousand, Five Hundred Dollars (\$1,500.00) pursuant to Civil Code Section 1719.

**20. Additional Mailing Addresses.** Shareholders have the right to provide a secondary address to United for mailing of an additional copy of notices and other correspondence related to collection of delinquent assessments. The Shareholder's request shall be in writing and shall be mailed to United in a way that shall indicate that United has received it. A Shareholder may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, United shall only be required to send notices to the indicated secondary address from the point United receives the request.

**21. Charges Subject to Change.** All charges listed herein are subject to change upon thirty (30) days prior written notice. After a delinquent account has been turned over to United's collection agent, United's collection agent's charges may vary from United's and are subject to change without prior written notice. Shareholders in collections should rely on United collection agent's charges and statement of account.

**22. Notice and Hearing Prior to Suspension of Shareholder Privileges.** Until the Shareholder has paid all amounts due, including delinquent assessments, late charges, interest and costs of collection, including attorneys' fees, and duly imposed fines, **Agenda Item #11f**

fees and chargeable services, and associated late charges and interest, the Board of Directors may suspend the Shareholder's right to vote, and suspend the Shareholder's right to use United's recreational facilities and/or the facilities or services provided by the Golden Rain Foundation of Laguna Woods after providing the Shareholder with a duly noticed hearing pursuant to Civil Code Section 5855. However, any suspension imposed shall not prevent the delinquent Shareholder from the use, benefit and pleasure of the Shareholder's leasehold interest (i.e., the manor).

When the Board is to meet in executive session to consider or impose a monetary charge as a means of reimbursing United for costs incurred by it in the repair of damage to common area and facilities caused by a member or the member's guest or tenant, the Board shall notify the member in writing, by either personal delivery or individual delivery pursuant to Section 4040, at least 10 days prior to the meeting. (Civil Code Section 5855(a).) The notice shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a member may be disciplined or the nature of the damage to the common area and facilities for which a monetary charge may be imposed, and a statement that the member has a right to attend and may address the board at the meeting.

**23. Overnight Payments.** The mailing address for overnight payment of assessments is: United Laguna Woods Mutual, Attn: Assessments, 24351 El Toro Road, Laguna Woods, CA 92637.

**24. Annual Notice to Members.** United shall distribute its collection policy to each member during the 60-day period immediately preceding the beginning of United's fiscal year.

**25. No limitations.** Nothing herein limits or otherwise affects United's right to proceed in any lawful manner to collect any delinquent sums owed to United.

**BOARD OF DIRECTORS  
UNITED LAGUNA WOODS MUTUAL**



## NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of the shareholders (as holders of leasehold interests in a Unit located within United Laguna Woods Mutual, a stock cooperative), as shareholders with an entitlement to the exclusive right to occupy a unit, which is property in a common interest development (as defined by California Civil Code), and the corporation that manages them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

For purposes of this notice, “association” shall refer to “United Laguna Woods Mutual”, also referred to as “United” or the “Association”.

Any and all references to “shareholders” in this notice refer to holders of membership certificates issued by United, who are also holders of leasehold interests in a Unit, (or “Members”, as such term is defined in the Bylaws of United Laguna Woods Mutual).

Any and all references to a “Unit” in this notice shall refer to a dwelling unit owned by United.

Any and all references to “property” and “shareholder’s separate interest” in this notice refer to a leasehold interest and the right to exclusively occupy a Unit pursuant to an Occupancy Agreement and a membership certificate.

Any and all references to a “membership certificate” or “stock certificate” refer to a certificate for membership issued by United, which conveys to the holder a leasehold interest in and the right to exclusively occupy a Unit and membership in United.

## ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay Association (United) assessments may result in the loss of a shareholder's property (leasehold interest in a Unit as evidenced by a stock certificate) through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. If a shareholder defaults under his or her Occupancy Agreement by failing to pay assessments when due, United also has the right, but not the obligation, to terminate the shareholder's stock certificate, which may result in the eviction of the occupants of the Unit.

For liens recorded on and after January 1, 2006, the Association (United) may not use judicial or nonjudicial foreclosure to enforce the lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than One Thousand Eight Hundred Dollars (\$1,800). For delinquent assessments or carrying charges in excess of One Thousand Eight Hundred Dollars (\$1,800) or more than 12 months delinquent, the Association (United) may use judicial or nonjudicial foreclosure subject to the conditions set forth in in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the Association (United) records a lien against the shareholder's separate interest. The shareholder's separate interest (a leasehold interest in a Unit as evidenced by a stock certificate) may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive) If a shareholder defaults under his or her Occupancy Agreement by failing to pay assessments when due, United also has the right but not the obligation to terminate the shareholder's stock certificate pursuant to the procedures set forth in the governing documents, including without limitation, the Bylaws and Occupancy Agreement, which may result in the eviction of the occupants of the Unit by an unlawful detainer action or other proceedings which may apply to the eviction of tenants.

In a judicial or nonjudicial foreclosure, the Association (United) may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The Association (United) may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a shareholder or a shareholder's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The Association (United) must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the Association (United) fails to

## Attachment 2

follow these requirements, it may not record a lien against the shareholder's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the Association (United). (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on a shareholder's separate interest (the leasehold interest in a Unit as evidenced by a stock certificate), the Association (United) must provide the shareholder with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the shareholder. A shareholder has a right to review the Association's (United's) records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against a shareholder's separate interest (the leasehold interest in a Unit as evidenced by a stock certificate) in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide a shareholder with certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the Association (United) may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

### PAYMENTS

When a shareholder makes a payment, he or she may request a receipt, and the Association (United) is required to provide it. On the receipt, the Association (United) must indicate the date of payment and the person who received it. The Association (United) must inform shareholders of a mailing address for overnight payments. (Section 5655 of the Civil Code)

A shareholder may, but is not obligated to, pay under protest any disputed charge or sum levied by the Association (United), including, but not limited to, a monthly carrying charge, assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

A shareholder may dispute an assessment debt by submitting a written request for dispute resolution to the Association (United) as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an Association (United) may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the shareholder. Binding arbitration shall not be available if the Association (United) intends to initiate a judicial foreclosure.

## Attachment 2

2023 NOTICE ASSESSMENTS AND FORECLOSURE

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A shareholder is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

### MEETINGS AND PAYMENT PLANS

A shareholder of a separate interest (the leasehold interest in a Unit as evidenced by a stock certificate) that is not a timeshare may request the Association (United) to consider a payment plan to satisfy a delinquent assessment. The Association (United) must inform shareholders of the standards for payment plans, if any exist. (Section 5665 of the Civil Code)

The Board of Directors must meet with a shareholder who makes a proper written request for a meeting to discuss a payment plan when the shareholder has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the Association (United), if they exist. (Section 5665 of the Civil Code)

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**RESOLUTION 01-22-XX**

**2023 Collection and Lien Enforcement Policy**

**WHEREAS**, in accordance with California Civil Code, United Laguna Woods Mutual maintains a collection and lien enforcement policy that outlines the procedures, policies and practices employed by the Mutual in enforcing lien rights or other legal remedies for default in payment of assessments; and

**WHEREAS**, legal counsel has reviewed the existing Collection and Lien Enforcement Policy and determined that the updated policy complies with Civil Code requirements and reflects current practices for collection of Mutual delinquencies;

**NOW THEREFORE BE IT RESOLVED**, November 8, 2022, that the Board of Directors hereby adopts the 2023 United Laguna Woods Mutual Collection and Lien Enforcement Policy as attached to the official minutes of this meeting; and

**RESOLVED FURTHER**, the policy statement is provided pursuant to the requirements of California Civil Code section 5310(a)(7) and will be distributed to members in November 2021 as part of the Annual Policy Statement;

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

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## STAFF REPORT

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**DATE:** November 8, 2022  
**FOR:** Board of Directors  
**SUBJECT:** Inter-Board Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy and Formation of Joint Hearing Body

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### **RECOMMENDATION**

The Board of Directors adopt the Inter-Board Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy and authorize the formation of a Joint Hearing Body to address claims of harassment, abuse and intimidation by directors to staff of Village Management Services, Inc. ("VMS"), fellow directors and residents, as well as claims involving harassment, abuse and intimidation by residents to staff of VMS, directors and other residents.

### **BACKGROUND**

The Board of Directors of Golden Rain Foundation ("GRF"), United Laguna Woods Mutual ("United"), and Third Laguna Hills Mutual ("Third") recognize the need for a clear and consistent policy to address claims of harassment, abuse and intimidation by members, residents, GRF, United, Third and VMS board directors and advisors, and member or resident guests. The claims of harassment, abuse and/or intimidation may involve members, residents, GRF, United, Third and VMS board directors and advisors, member or resident guests, and VMS employees.

### **DISCUSSION**

To address the need for a clear and consistent Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy, the board presidents and VMS Board chair collaborated with Jeffrey C. Beaumont, Esq. to develop the proposed policy and charter for a joint hearing body, modeled after the effective Village Traffic Hearing Committee. The proposed policy provides guidance relative to harassing, abusive, and/or intimidating behavior and issues a mechanism for addressing such behavior by the Anti-Harassment, Anti-Abuse and Anti-Intimidation Joint Hearing Body Committee.

The proposed policy is being considered by the board of directors of GRF, United and Third in the exercise of their respective duties to maintain, protect and enhance the value and desirability of Laguna Woods Village and the interests of all of its members.

On May 3, 2022, GRF unanimously approved a motion to introduce the resolution for discussion purposes and postpone the final vote 28-days per Civil Code §4360. During the board discussion, minor revisions to the proposed policy were suggested.

United Mutual and Third Mutual considered the proposed policy and charter at their May board meetings on May 10 and May 17, 2022, respectively. While both boards introduced the resolution, the boards offered input regarding the proposed policy and charter. Upon

conclusion of the May board meetings, the board presidents and VMS Board chair reconvened to consider all input from the three boards and modified the documents to reflect the changes upon which there was agreement, or guided by law.

On June 7, 2022, due to the substantive nature of the proposed changes, GRF unanimously reintroduced Resolution 90-22-XX and postponed action for 28-days to allow for Member review and comment to comply with Civil Code §4360.

On June 14, 2022, United Mutual considered the proposed policy and charter and introduced the resolution while again offering input regarding the proposed policy and charter.

On June 21, 2022, Third Mutual considered the proposed policy and charter and voted to send the policy back to committee for revisions.

The board presidents and VMS Board chair reconvened to consider all input from the three boards and modified the documents to reflect the changes upon which there was agreement, or guided by law. Due to the substantive nature of the proposed changes, on August 2, 2022, GRF unanimously reintroduced Resolution 90-22-XX and postponed action for 28-days to allow for Member review and comment to comply with Civil Code §4360.

On August 9, 2022, the motion made by the United board to introduce the proposed policy for discussion purposes and postpone the final vote 28-days per Civil Code §4360 resulted in a tie vote and failed.

On August 16, 2022, the Third board introduced the proposed policy for discussion purposes and postponed the final vote 28-days per Civil Code §4360 by a vote of 7-2-1.

Following the August board meetings, the board presidents and VMS Board chair reconvened to make a few non-substantive modifications to the proposed policy and charter for clarity purposes based on input from the boards. The changes are shown in redline version on the attachments.

On September 6, 2022, GRF unanimously adopted the Inter-Board Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy and authorize the formation of a Joint Hearing Body.

On September 13, 2022, Director Blackwell made a motion to approve the Resolution for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Casey seconded the motion. The motion was called to a vote and passed 6-3. Directors Ross, Torng, and Asgari opposed. Directors Ardani and Bastani were absent.

On September 20, 2022, the Third board voted not to adopt the Board Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy and authorize the formation of a Joint Hearing Body.

#### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Siobhan Foster, CEO/General Manager

**Reviewed By:** Francis Gomez, Operations Manager  
Eric Nunez, Director of Security

**ATTACHMENT(S)**

Attachment 1: Inter-Board Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy

Attachment 2: Inter-Board Policy – Flow Chart

Attachment 3: Charter of Anti-Abuse and Anti-Intimidation Joint Hearing Body Committee

Attachment 4: Resolution 01-22-XX

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**Golden Rain Foundation, United Laguna Woods Mutual and Third Laguna Hills Mutual  
Joint Hearing Body Committee  
Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy**

**I. Purpose**

Harassment, abuse and intimidation is strictly prohibited in the community. The boards of directors of Golden Rain Foundation ("GRF"), Third Laguna Hills Mutual ("Third"), United Laguna Woods Mutual ("United") and Village Management Services ("VMS") require a clear and consistent policy to address claims of harassment, abuse and intimidation. This Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy ("~~p~~Policy") provides guidance relative to such behavior and guidelines for addressing same by the Anti-Harassment, Anti-Abuse and Anti-Intimidation Joint Hearing Body Committee.

This policy applies to:

- a. Members;
- b. Residents;
- c. GRF, United, Third and VMS board directors and advisors; and
- d. Member or resident guests.

The claims of harassment, abuse and/or intimidation may be against:

- a. Members;
- b. Residents;
- c. GRF, Third, United and VMS board of directors and advisors;
- d. Member or resident guests; and
- e. VMS employees.

VMS investigates incidents of harassment, abuse and/or intimidation from an employer's standpoint pursuant to the VMS ~~a~~Anti-~~h~~Harassment ~~p~~Policy, and by necessary implication, there will be overlap when an employee is harassed by any of the foregoing and vice-versa.

This ~~p~~Policy has been adopted by the boards of directors of GRF, Third and United in the exercise of their respective duties to maintain, protect and enhance the value and desirability of Laguna Woods Village and the interests of all of its members.

**II. Definitions**

- a. Abuse - See details under Conditions for Abuse.
- b. Anti-Harassment, Anti-Abuse and Anti-Intimidation Joint Hearing Body Committee ("~~c~~Committee") - A hearing body formed via charter by the boards of directors of GRF, Third and United to address claims of harassment, abuse and intimidation by

- members; residents; GRF, Third, United and VMS boards of directors and advisors; and member or resident guests. Claims may involve members; residents; GRF, Third, United and VMS boards of directors and advisors; member or resident guests; and VMS employees.
- c. Community - Laguna Woods Village, including, but not limited to, the community center, gate houses, clubhouses and amenities.
  - d. Claimant - Member, resident, board member, advisor, member or resident guest who submits a claim of alleged harassment, abuse and/or intimidation ("claim") involving member, resident, board member, advisor, member or resident guest, and/or employee.
  - e. Director - A board member from GRF, Third, United or VMS boards of directors.
  - f. Governing documents - All of the following, collectively: articles of incorporation, bylaws, CC&Rs, rules and regulations, and resolutions or policies duly adopted by boards of directors of United (including occupancy agreement), GRF and Third; all as may be lawfully amended or modified from time to time.
  - g. Harassment - See details under Conditions for Harassment.
  - h. Intimidation - See details under Conditions for Intimidation.
  - i. Member - Any person who is an owner of a unit in Third's or United's development who has been approved for membership in Third or United in accordance with the governing documents.
  - j. Resident - An approved occupant of a residence in Laguna Woods Village.
  - k. Respondent - Member, resident, board member, advisor, member or resident guest, or employee who is the subject of harassment, abuse and/or intimidation claim.
  - l. Staff - Employees of VMS authorized to act on behalf of GRF, Third and United.

**III. Conditions for Harassment**

Below are various definitions and descriptions of harassment under both federal and California law:

- a. Federal law: Under federal law, "harassment" is defined to mean "a serious act or a course of conduct directed at a specific person that causes substantial emotional distress in such person and serves no legitimate purpose" (18 U.S.C.A. §1514[d][1][B]).
- b. California law: California Law: California defines "harassment" as unlawful violence, a credible threat of violence or a knowing and willful course of conduct directed at a specific person that seriously alarms, annoys or harasses that person, and that serves no legitimate purpose (Code of Civil Procedure §527.6[b][3]).
- c. Department of Housing and Urban Development (HUD) "Final Rule": Recent federal regulations/guidelines enacted by the Department of Housing and Urban Development (HUD) impose certain obligations on GRF, United and Third with regard to the investigation and treatment of reported harassment. The new guidelines, adopted in August 2016, were enacted in an effort to further define and address housing discrimination in the form of harassment. In that regard, HUD's new guidelines now deem any form of harassment in housing or within housing developments a form of illegal discrimination. Based on HUD's guidelines, homeowners' associations, including GRF, United and Third, are considered housing



providers, and as such are required to evaluate alleged harassment to investigate whether a resident is being subjected to harassment to the extent that it may amount to illegal housing discrimination. Pursuant to the guidelines, GRF, United and Third are required to investigate all reported claims of potential harassment of residents and, as appropriate, take all action permitted under the governing documents to address such harassing behavior (24 CFR 100.600).

#### IV. Conditions for Abuse

Below are various definitions and descriptions of abuse under both federal and California law:

- a. Federal law: Under federal law, “abuse” is defined to mean “the knowing infliction of physical or psychological harm or the knowing deprivation of goods or services that are necessary to meet essential needs or to avoid physical or psychological harm” (42 USC §1397[j]).
- b. California law: Under California law, “abuse” includes, but is not limited to, intentionally or recklessly causing or attempting to cause bodily injury, sexual assault and placing a person in reasonable apprehension of imminent serious bodily injury to that person or to another. Abuse is not limited to the actual infliction of physical injury or assault (Family Code §6203). For purposes of this ~~p~~**P**olicy, “abuse” also includes conduct that creates a hostile work environment as defined under California law.

#### V. Conditions for Intimidation

Below are various definitions and descriptions of intimidation under both federal and California law:

- a. Federal law: Under ~~f~~**F**ederal law, “intimidation” is defined to mean “a serious act or course of conduct directed at a specific person that (i) causes fear or apprehension in such person; and (ii) serves no legitimate purpose” (18 USC §1514[d][1]).
- b. California law: Under California law, the definition of “intimidation” was noted “to make timid or fearful; to inspire or affect with fear; to make fearful; to frighten ... to deter, as by threats. ...” (In re Bell, 19 Cal. 2d 488, 122 P.2d 22 [1942][dissent]).

#### VI. Examples of Harassment, Abuse and/or Intimidation

Examples of harassment, abuse and/or intimidation in community, subject to review and interpretation by committee, may include:

- a. Physical intimidation;
- b. Threatening bodily harm or to harm one’s property;
- c. Discriminatory shouting and yelling;
- d. Stalking, such as following someone around to intimidate or “make a point”;
- e. Disrupting organized activities in progress, including board and committee meetings;
- f. Entering the second floor of the community center without escort or pass with intent to disrupt operations;
- g. Interfering, instructing or otherwise disrupting the work of vendors or staff;
- h. Unreasonable, hostile and/or telephone calls and/or emails without a legitimate purpose to a resident, vendor or staff;

- i. Disparaging someone;
- j. Humiliating someone; and/or
- k. Other behavior that the ordinary person would find unreasonable and/or threatening.

## VII. Reporting Harassment, Abuse and/or Intimidation Claims

To report a claim, members; residents; GRF, United, Third and VMS board directors and advisors; member and resident guests; and/or VMS employees may contact:

- a. Security Department
  - i. By telephone: 949-580-1400
- b. Compliance Division
  - i. By telephone: 949-268-2255; or
  - ii. Via email: [compliance@vmsinc.org](mailto:compliance@vmsinc.org)

Staff ~~will~~ may inform the claimant to call the Security Department for documentation of the reported harassment, abuse and/or intimidation. Staff may also inform the claimant to call the Orange County Sheriff's Department (~~"OCSB"~~) if harassment, abuse and/or intimidation occur.

## VIII. Assessment of Harassment, Abuse, and/or Intimidation Claims

Upon receipt of claim by Security Department or Compliance Division, the following steps will occur:

- a. Security ~~d~~Director informs CEO/~~g~~General ~~m~~Manager ("CEO") and ~~h~~Human ~~r~~Resources ("HR") ~~d~~Director of claim.
- b. CEO confers with ~~s~~Security ~~d~~Director and HR ~~d~~Director to determine if claim may involve harassment, abuse and/or intimidation and requires further action;
  - i. If claim does not meet definition of harassment, abuse and/or intimidation, ~~Compliance Division reviews claim for other possible governing document violations and initiates enforcement action, if needed~~ no further action is taken.
  - ii. If claim meets definition of harassment, abuse and/or intimidation, claim will be investigated by third party or internally by ~~s~~Security ~~d~~Director or designee.
- c. CEO may implement interim administrative actions to prevent employee harassment, abuse and/or intimidation during investigation depending on facts/governing documents. Actions must not interfere with resident's rights.

## IX. Investigation of Harassment, Abuse and/or Intimidation Claims

- a. If claim involves member, resident, board member, advisor, member or resident guest, investigator at direction of ~~s~~Security ~~d~~Director gathers sufficient evidence to determine whether prohibited conduct occurred (harassment, abuse and/or intimidation);
- b. If claim involves employee, investigator at direction of HR ~~d~~Director gathers sufficient evidence to determine whether prohibited conduct occurred (harassment, abuse and/or intimidation). VMS investigates claims from an employer's standpoint pursuant to federal and state laws regarding employees and the VMS ~~a~~Anti-~~h~~Harassment ~~p~~Policy and confirmed cases of harassment, abuse and intimidation by necessary implication, there will be overlap when an employee is harassed by a

member, board member and/or advisor. VMS will investigate harassment to determine what action must be taken to protect employee while investigation results will be shared with the committee to determine what action to take against the member, board member or advisor. VMS and the committee must be able to share information and the sharing of such information is therefore expressly authorized for this purpose.

- c. Legal counsel reviews investigative report to confirm findings meet legal definition(s) of harassment, abuse and/or intimidation. If claim does not meet the definition(s), Compliance Division reviews claim for other possible governing document violations and initiates enforcement action, if needed no further action is taken.

**X. If Harassment, Abuse and/or Intimidation Claim Substantiated by Investigation – Member, Resident, Board Member, Advisor, Member or Resident Guest**

- a. Pursuant to Civil Code §5855 and applicable governing documents, Compliance Division issues notice of hearing with committee to respondent, including summary of evidence;
  - i. When respondent is board member or advisor, two-any committee members from defendant's board do not participate in hearing. Four committee members from other boards hear and render decision on case.
- b. During disciplinary hearing, respondent has right to meet before committee in executive session.
- c. If committee finds respondent in violation of policy, committee may impose fine, suspend member privileges and/or consider legal action.
- d. Any respondent found to have violated policy may be removed as officer of their board, if serving as such, or from any committee they serve by their respective board (e.g., GRF, Third, United and VMS).

**XI. Appeal of Committee Decision - Member, Resident, Board Member, Advisor, Member or Resident Guest**

- a. Committee disciplinary decisions against respondent are subject to appeal to their respective corporation's board. If VMS board member is respondent, appeal would be to mutual board in which respondent resides.
  - i. When defendant is board member or advisor, two-any committee members from board who did not participate in committee hearing would participate in appeal hearing with respondent's full board.

**XII. If Harassment, Abuse and/or Intimidation Claim Substantiated by Investigation – Employee**

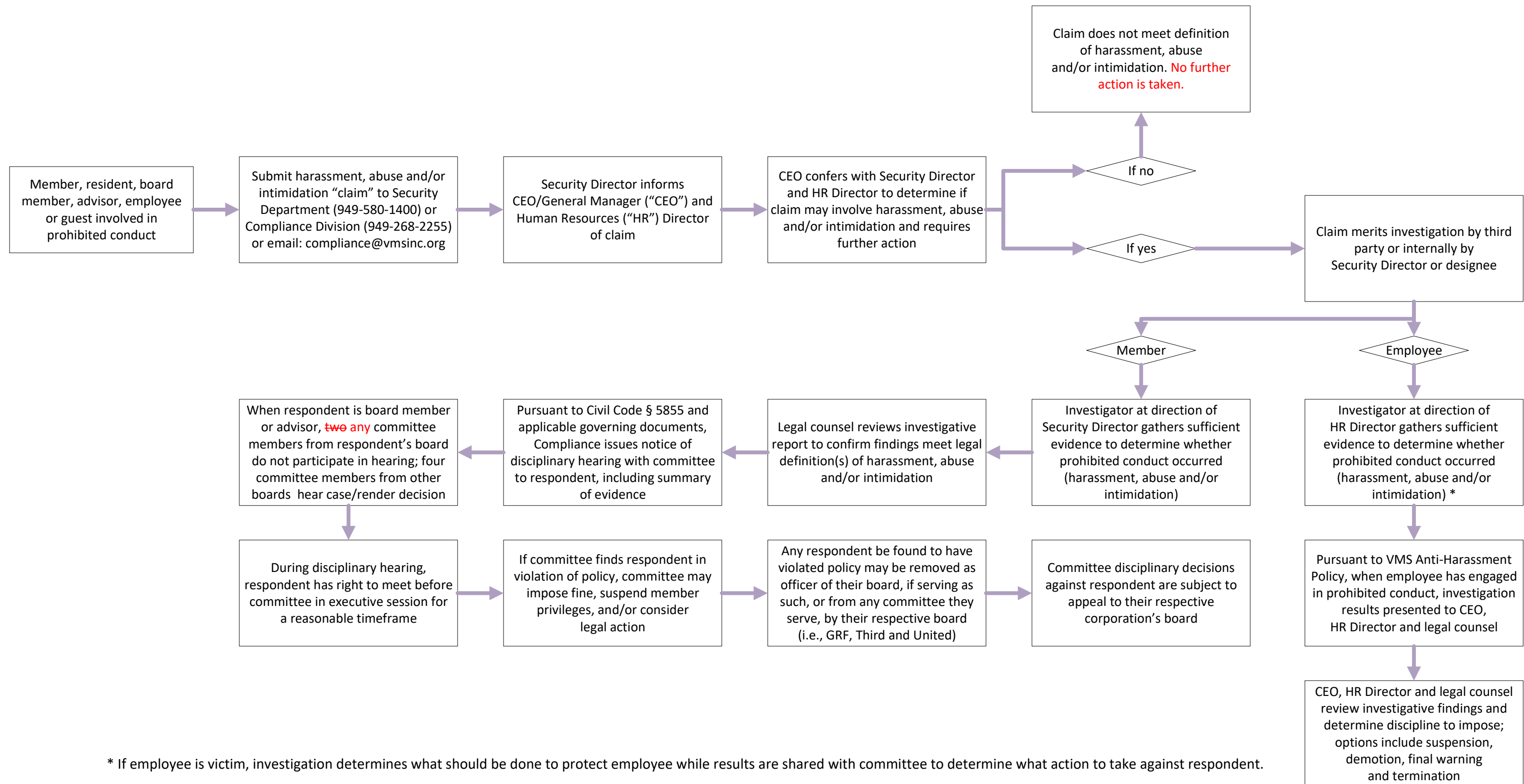
- a. Pursuant to VMS Anti-Harassment Policy, when employee has engaged in prohibited conduct (harassment, abuse and/or intimidation), investigation results presented to CEO, and HR ~~d~~Director and legal counsel.
- b. CEO, HR ~~d~~Director and legal counsel review investigative findings and determine discipline to impose including suspension, demotion final warning and/or termination.

**Attachments (for reference only):**

~~ATT 1: Member Disciplinary Process (with footnote that it is subject to change and if it changes, the policy will reflect the updated disciplinary process)~~

~~ATT 2: Schedule of Monetary Penalties (with footnote that it is subject to change and if it changes, the schedule will reflect the updated penalties)~~

# Inter-Board Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy (“policy”) – Flow Chart





**Golden Rain Foundation, United Laguna Woods Mutual and Third Laguna Hills Mutual  
Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy  
Charter of Joint Hearing Body Committee**

**I. Introduction**

This charter of the Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy (“charter”) serves to create the Joint Hearing Body Committee (“committee”) for the Golden Rain Foundation (“GRF”), Third Laguna Hills Mutual (“Third”) and United Laguna Woods Mutual (“United”) pursuant to:

- a. Article VIII of the Amended and Restated Bylaws (“bylaws”) of GRF and California Corporations Code Section 7212, the board of directors of GRF is entitled to create committees to assist it in the execution of their powers and duties;
- b. Article VII, Section 1 of the Amended and Restated Bylaws (“bylaws”) of Third and California Corporations Code Section 7212, the board of directors of Third is entitled to create committees to assist it in the execution of their powers and duties; and
- c. Article VIII, Section 1 of the Amended and Restated Bylaws (“bylaws”) of United and California Corporations Code Section 7212, the board of directors of United is entitled to create committees to assist it in the execution of their powers and duties.

**II. Purpose**

The committee (as defined in Article III) will serve as a hearing body to address claims of harassment, abuse and intimidation (“claims”) by:

- a. Members;
- b. Residents;
- c. GRF, Third, United and Village Management Services (VMS) boards of directors and advisors; and
- d. Member or resident guests.

Claims of harassment, abuse and intimidation may be against:

- a. Members;
- b. Residents;
- c. GRF, Third, United and VMS board directors and advisors;
- d. Member or resident guests; and
- e. VMS employees.

The committee will interface with the GRF, Third, United and VMS boards of directors, as well as VMS, legal counsel and other relevant individuals, and impose discipline and/or recommendations, as appropriate.

**III. Committee**

- a. Composition:
  - i. Committee shall be comprised of six members including two directors from each of GRF, Third and United boards of directors. VMS board is not represented on committee, as VMS board members are appointed by GRF, Third and United.
  - ii. When respondent is a board director or advisor to GRF, Third or United, any members of the committee from the respondent's board will not participate in the hearing. The four committee members from the other boards will hear and render a decision on the case, preserving any committee members' ability to hear a possible appeal that would be heard by the respondent's full board.
- b. Eligibility: Committee members must be in "good standing" at all times, defined as the following and the respective policies of each board, Resolution 90-xx-xx, 03-xx-xx, and 01-xx-xx:
  - i. Current in the payment of assessments and all other financial obligations to their respective organization, i.e., GRF, United and Third;
  - ii. No outstanding violations of the governing documents of their respective organization, as determined by their respective board;
  - iii. No active dispute, including pending claims, dispute resolution, litigation or the like between the committee member and their respective organization or board or VMS; and
  - iv. Committee members must attend committee meetings regularly and not have missed three consecutive board meetings.
- c. Term:
  - i. Committee membership shall be concurrent with each member's term on their respective board of directors to which they have been elected or appointed.
  - ii. Committee members serve at pleasure of their respective board to which they have been elected or appointed to serve on committee and may be removed with or without cause, at any time, at sole discretion of their respective board.

**IV. Scope of Authority – Powers of Committee**

- a. Mission: Committee is formed to serve as hearing body to address claims submitted by members, residents, board members and advisors, and member or resident guests. Claims may involve members, residents, board members and advisors, member or resident guests, and VMS employees.
- b. Review: Committee has the power and authority to review claims, investigative reports and interface with the boards of directors of GRF, United and Third, as well as VMS, legal counsel and other relevant individuals.
- c. Impose discipline: Committee shall have authority to impose discipline against the respondent, subject to notice and hearing procedures, pursuant to rules, regulations and fine and enforcement policy duly adopted by the boards of GRF, United and Third.

**V. Scope of Authority – Committee Member Compensation and Conduct**

No committee member shall receive compensation of any kind for participation on the committee.

**VI. Scope of Authority – Meetings**

- a. Meetings: Committee shall meet as necessary and as required to perform its duties privately in executive session to maintain confidentiality.
- b. Meeting minutes: Minutes of all meetings shall be prepared and maintained.
- c. Tie votes: In the event of a tie vote, the motion would fail pursuant to Robert's Rules of Order.

**VII. Scope of Authority – Effect of Decisions by Committee**

- a. Appeal: Decisions by the committee to impose disciplinary action against respondent shall be subject to a conditional right of appeal, whereas the right to appeal only applies to the appeal of a decision that can be addressed by the board hearing the appeal.
  - i. Fines: If the committee imposes a fine, the respondent can appeal to their respective board and that board can affirm or overturn that decision, given that the board can levy fines.
  - ii. Access to amenities: If the committee bans the respondent from accessing the administrative building or the clubhouse/amenities, a mutual board cannot hear any appeal regarding same as GRF has the authority to impose that discipline, and therefore the respondent would need to appeal to GRF, not a mutual board.

**VIII. Scope of Authority – Insurance/Defense/Indemnity**

- a. D&O insurance: GRF, United and Third shall at all times maintain a directors' and officers' liability insurance policy, as required by law and their respective governing documents (i.e., bylaws), which shall cover volunteer committee members, among others, for actions and/or omissions done in the official capacity of a member's service on the committee, and as authorized by the boards of GRF, United and Third.
- b. Defense/indemnity: GRF, United and Third will defend and indemnify committee members for claims, costs, defense fees, etc., incurred as a result of their official service on the committee, including any self-insured retention costs, and shared by GRF, United and Third.

**IX. Scope of Authority – Confidentiality**

- a. Confidentiality: Committee members are obligated to maintain strict confidentiality of information obtained while on the committee, beyond the term of service on the committee, and such information shall only be used for its purpose as provided herein.
- b. Executive session: The Open Meeting Act authorizes boards to meet in executive session to consider litigation, matters relating to the formation of contracts, member discipline and personnel matters (Civil Code Section 4935). The underlying principle of the Open Meeting Act is transparency. While focusing primarily on the interests of transparency by way of Civil Code Section 4935, the California legislature has underscored the importance of individual and corporate privacy. If boards were required to discuss such sensitive matters in a public forum, individuals would be irreparably damaged. It is paramount that committee members similarly acknowledge and respect the privacy interests of GRF, Third and United and its members, exercising constant vigilance in the handling of confidential information.
- c. Information sharing: VMS investigates incidents of harassment from an employer's standpoint, and by necessary implication there will be overlap when an employee is



harassed by a director or advisor. For example, VMS will investigate the harassment to determine what action must be taken to protect the employee, while the committee will also investigate and determine what action to take against the director or advisor. Accordingly, VMS and the committee must be able to share information, and the sharing of such information is therefore expressly authorized for this purpose.

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**RESOLUTION 01-22-XX**

**Inter-Board Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy and Charter of the Joint Hearing Body Committee**

**WHEREAS**, the Board of Directors of United Laguna Woods Mutual (“United”), Golden Rain Foundation (“GRF”), and Third Laguna Hills Mutual (“Third”) require a clear and consistent policy to address claims of harassment, abuse and intimidation by directors to staff of Village Management Services, Inc., fellow directors and residents, as well as claims involving harassment, abuse and intimidation by residents to staff of VMS, directors and other residents; and

**WHEREAS**, this Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy (“Policy”) is intended to provide guidance relative to such behavior and issue a mechanism for addressing same by the Anti-Harassment, Anti-Abuse and Anti-Intimidation Joint Hearing Body Committee; and

**WHEREAS**, this Policy is being adopted by the Board of Directors of United and GRF in the exercise of their respective duties to maintain, protect and enhance the value and desirability of Laguna Woods Village and the interests of all of its members.

**NOW THEREFORE BE IT RESOLVED**, November 8, 2022, that the Board of Directors of this Corporation hereby adopts the Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy and Charter of the Joint Hearing Body Committee, as attached to the official minutes of this meeting; and

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

MAY Initial Notification – Revised SEPTEMBER

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

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**ENDORSEMENT (to Board)**

**2021 Operating Deficit Transfer**

Steve Hormuth, Director of Financial Services, presented a staff report recommending the board to approve a \$241,238 transfer from the Contingency Fund to the Operating Fund. An approved transfer would reimburse the Operating Fund for the operating deficit occurring during 2021. Director Asgari made a motion to approve the recommendation.

The motion passed by unanimous decision to accept this recommendation and present at the next Board meeting.

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## STAFF REPORT

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**DATE:** August 9, 2022  
**FOR:** Board of Directors  
**SUBJECT:** Operating Deficit Transfer

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### **RECOMMENDATION**

Staff recommends approval of a \$241,238 transfer from the Contingency Fund to the Operating Fund due to the Operating Fund deficit in 2021.

### **BACKGROUND**

United's annual business plan is approved each year with zero anticipated Operating Fund (OPR) surplus or deficit. If actual OPR revenues exceed OPR expenses at the close of the fiscal year, IRS Revenue Ruling 70-604 requires the surplus to either be returned to the membership or be applied to next year's assessment. Historically, surpluses have been transferred to the Contingency Fund (CNF). Deficits however have not been addressed in prior years and have led to a downward trend in available cash.

### **DISCUSSION**

United ended the 2021 fiscal year with \$23,036,575 in OPR Revenues and \$23,277,813 in OPR Expenses (less depreciation), a net OPR loss of \$241,238. The primary drivers of the loss were unforeseen increases in Water and Property Insurance premiums. To avoid further depletion of OPR cash, staff recommends applying a consistent approach to operating deficits as it does with operating surpluses:

Operating Fund Surplus: Transfer OPR → CNF  
Operating Fund Deficit: Transfer CNF → OPR

### **FINANCIAL ANALYSIS**

The balance in the Contingency Fund as of June 30, 2022 was \$1,113,771 allowing sufficient funds available for the \$241,238 transfer.

**Prepared By:** Steve Hormuth, Director of Financial Services  
**Reviewed By:** Jose Campos, Assistant Director of Financial Services  
Pam Jensen, Controller

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## **ENDORSEMENT (to Board)**

### **Discuss and Consider Disabled Child / Grandchild Application:**

At the Governing Documents Review Committee meeting held July 21, 2022, the Disabled Child / Grandchild Application together with the Co-Occupancy Application were reviewed in light of counsel's recommendations. The Committee made comments and asked additional questions. Staff was directed to ask Legal Counsel clarifying information and his response has been received.

On August 18, 2022, the Governing Documents Review Committee reviewed and made amendments to the Disabled Child / Grandchild Application and documents.

Pamela Bashline, Community Services Manager, presented the Disabled Child/Grandchild Application and Co-Occupancy Application with Legal Counsel comments. The Committee members made comments and asked questions.

The Committee made changes to the application and documents. Director Casey made a motion to approve the amendments to the Disabled Child/Grandchild Application and forward to the Board. Director Lee seconded the motion.

By unanimous vote, the motion carried.

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## STAFF REPORT

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**DATE:** September 13, 2022  
**FOR:** Board of Directors  
**SUBJECT:** Disabled Child/Grandchild Application

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### **RECOMMENDATION**

Staff recommends Board approval of the amended Disabled Child/Grandchild Application and Co-Occupancy Application, both of which shall be submitted simultaneously.

### **BACKGROUND**

The Governing Documents Review Committee tasked itself with study of the Disabled Child/Grandchild Application process to ensure it comports with statutory requirements and to verify that it satisfies community standards. On May 19, 2022, an oral presentation regarding the application process was made by the Community Services Manager. Committee members made comments and suggested document amendments at subsequent meetings held June 16, July 21 and August 18, 2022. Corporate counsel was consulted as needed during the Committee's study. The Committee approved the changes and directed staff at the August 18, 2022 meeting to present the revised applications to the Board of Directors for consideration.

### **DISCUSSION**

The Governing Documents Review Committee has reviewed and revised the Disabled Child/Grandchild and Co-Occupancy Applications. It is recommended that the two applications be submitted concurrently to make the process more efficient (Attachment 1) and the revised, clean iteration (Attachment 2). Approval of the revised documents will improve applicant communications so that staff and directors can make better informed decisions.

### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Pamela Bashline, Community Services Manager

**Reviewed By:** Francis Gomez, Operations Manager  
Blessilda Wright, Compliance Supervisor

### **ATTACHMENT(S)**

Attachment 1 – Co-occupancy/Disabled Child-Grandchild Applications (red-line)  
Attachment 2 – Co-occupancy/Disabled Child-Grandchild Applications (clean)  
Attachment 3 – Resolution 01-22-XX Co-occupancy/Disabled Child-Grandchild Applications

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## Application for Co-Occupancy Permit Check List

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Please **print legibly** on your application. The information provided must be legible for digital imaging.

### **Both Member(s) AND Co-Occupant(s)**

- \_\_\_ Member/Co-Occupant **acknowledgments no rent paid or collected section** on application: print name, sign, date and member to reside?
- \_\_\_ Copies of **driver's license** or government issued photo ID
- \_\_\_ Aware of **3rd Party Fee** (if applicable)

### **Member(s) applying for Occupancy OR Co-Occupant(s)**

- \_\_\_ **Complete** Application for Co-Occupancy Permit
- \_\_\_ **Initial** Residency Restrictions Important Information
- \_\_\_ **National Background Check** – Examples:  
[www.tenantbackgroundsearch.com](http://www.tenantbackgroundsearch.com)  
[www.american-apartment-owners-association.org](http://www.american-apartment-owners-association.org)  
[www.rentspree.com](http://www.rentspree.com)

(Note: The above examples are not all-inclusive. This list is strictly for informational purposes. Some nationwide background checks include the credit report with FICO score.)

### **After the Co-Occupant is approved by the Board of Directors:**

- \_\_\_ **Complete** CodeRED Emergency Notification Record **online** at [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com), and look for the link at the top of the home page that says CodeRED

## Application for Co-occupancy Permit

						Unit address	
<b>Attach verification of valid age: Driver's license / passport / birth certificate / military ID</b>							
1.	Last name	First name	MI	Social Security No.	Birthdate	Office use only	
	Home phone		Mobile phone		Email		
	Marital Status	<input type="checkbox"/> Married <input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed <input type="checkbox"/> Separated	<input type="checkbox"/> Single	If under 45 years of age, indicate if spouse/registered domestic partner <span style="background-color: yellow;">or disabled child/grandchild</span> <input type="checkbox"/>		

2.	Last name	First name	MI	Social Security No.	Birthdate	Office use only	
	Home phone		Mobile phone		Email		
	Marital Status	<input type="checkbox"/> Married <input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed <input type="checkbox"/> Separated	<input type="checkbox"/> Single	If under 45 years of age, indicate if spouse/registered domestic partner <span style="background-color: yellow;">or disabled child/grandchild</span> <input type="checkbox"/>		
Applicant relationship to member			Previous address		City	State	Zip
In case of emergency, notify			Relationship to applicant		Address		Telephone number

### Member/Co-occupant acknowledgements

We hereby apply for approval for the applicant to reside in the unit identified above as a nonmember occupant and affirm that the information provided herein is accurate to the best of our knowledge. We have read the terms and conditions for such occupancy on the reverse side of this application and agree to be bound by the terms therein. We have received a copy of the notice informing us of the possible existence of asbestos in certain buildings.

We swear, under penalty of perjury, that there will not be a landlord-tenant relationship between shareholder and occupant, and that no rents will be paid or collected during the duration of applicant's occupancy, unless a lease is executed through the Golden Rain Foundation (GRF) leasing office.

**\*\* All members and occupants must initial the "no rent paid or collected" agreement \_\_\_\_\_**

1. Co-occupant name (print)	Signature	Date	
2. Co-occupant name (print)	Signature	Date	
3. Member name (print)	Signature	Date	To reside? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Member name (print)	Signature	Date	To reside? <input type="checkbox"/> Yes <input type="checkbox"/> No

### Community Services Dept. use only

Floorplan \_\_\_\_\_ No. bedrooms \_\_\_\_\_ No. of persons residing if permit is approved \_\_\_\_\_

ID card fees to be collected: \$ \_\_\_\_\_ ☐ Exempt (spouse/domestic partner/ disabled child/grandchild status verified)

If applicant is under 55 years of age, indicate if qualifying resident has been verified. ☐ Yes ☐ No

Does the approval of this application exceed the number of persons permitted to occupy this unit? ☐ Yes ☐ No

Verified by: \_\_\_\_\_ Member's phone number \_\_\_\_\_

### Action by mutual board of directors

<b>Application denied</b>		<b>Application approved</b>	
The board of directors of this mutual corporation has reviewed this application. Based on the information provided, <b>the application is denied.</b>		The board of directors of this mutual corporation has reviewed this application. Based on the information provided, <b>the application is approved.</b>	
Signature	Date	Signature	Date
Signature	Date	Signature	Date
Signature	Date	Signature	Date

## Application for Co-occupancy Permit – Page 2

Primary rules governing occupancy	
The parties to this agreement are the mutual corporation, hereinafter referred to as “the mutual”; the member, hereinafter referred to as “member,” and whose signature appears on the reverse side of this application; and the applicant(s) for occupancy, hereinafter referred to as “co-occupant,” and whose signature appears on the reverse side of this application. In consideration of their mutual undertakings, the parties hereto agree as follows:	
1.	Co-occupant shall be entitled to occupy the unit indicated on the application.
2.	Co-occupant and member affirm their intent that the co-occupant will reside in this unit and that occupant is 45 years of age or older, or is the spouse or registered domestic partner of the qualifying resident <b>or disabled child/grandchild.</b>
3.	Co-occupant shall be entitled to the use and enjoyment of the facilities and services provided by the Golden Rain Foundation on the same basis as members of the foundation, but will have neither ownership nor voting rights in the foundation or any mutual.
4.	Member shall be responsible for the conduct and deportment of the co-occupant.
5.	Co-occupant shall be subject to the same rules, regulations and restrictions that are applicable to the member, except with respect to payment of carrying charges. If co-occupant ever shall become the legal or equitable owner of the membership, co-occupant will apply for membership in the mutual in the form generally used by the mutual and will pay all amounts due pursuant to the CC&R's.
6.	Member and co-occupant shall be equally responsible for payment of any charges incurred by co-occupant in respect to service provided by Golden Rain Foundation or the mutual.
7.	Member agrees to pay to the mutual an additional sum each month for each occupant of the unit in excess of two, at the rate prescribed by the mutual and/or GRF.
8.	Members shall be responsible for canceling the co-occupancy status and returning co-occupant's ID card and vehicle decal when co-occupant ceases to reside in the unit.
9.	Any party may terminate this agreement at any time upon 30 days written notice to the other parties to this agreement.
10.	In order to induce mutual to execute this agreement, the other parties agree that they have no rights against mutual as a direct or indirect result of the execution of this agreement, and in the event that there are any expenses incurred by the mutual to enforce the terms of this agreement, or to remove or take other action, or to defend any action relative to member or co-occupant, as a direct or indirect result of this agreement, member and co-occupant agree to hold the mutual harmless from and to pay all costs or expenses incurred by mutual, including, but not limited to, attorney's fees, court costs or related expenses.
11.	Co-occupant(s) affirm that they have not been convicted of a felony within the past 20 years, nor a misdemeanor involving moral turpitude within the past five years.
12.	Guests may stay a maximum of 60 days per year, and <b>only while the qualifying senior resident is in residence.</b>

Notice to members and applicants	
Approval of this application by the mutual, in and of itself, does not confer any right on the co-occupant other than the revocable right to occupy the unit named on the reverse of this form. As indicated, both member and mutual generally have the right to terminate occupant status at any time, without cause, provided, however, that Section 51.3 of the California Civil Code may be interpreted to inhibit this right of termination in certain circumstances.	

## Residency Restrictions Important Information – Please Read Carefully

Unit number: \_\_\_\_\_

Please note the following residency restrictions, including but not limited to:

### Co-Occupant(s) Initial

☐ ☐

Laguna Woods Village is an independent-lifestyle and age-restricted community (as defined by California Civil Code §51.3) that does not provide any form of healthcare or assisted living. Each resident is responsible for his/her own care and welfare.

☐ ☐

Appearance of the community is important, and residents are required to keep their balconies, patios, walkways and carports free from clutter.

☐ ☐

When moving into the community, residents are required to break down and stack moving boxes next to trash dumpsters for routine pickup. Please be advised that there are weight and volume restrictions. Call Resident Services at 949-597-4600 to arrange to have excessive moving material hauled away as a chargeable service. When moving out of the community, the seller is responsible for hauling away excessive materials/furniture.

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Members are required to check with Alterations before making any internal and external alteration. Alterations are prohibited without prior review and consent. Contact Alterations at 949-597-4616 or [alterations@vmsinc.org](mailto:alterations@vmsinc.org). Contractors' trash must not be put into community dumpsters.

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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 resident's home during the absence of the resident.

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Board approval is required for all persons wishing to reside in the community. Contact Resident Services at 949-597-4600 before any change in residency status.

☐ ☐

The maximum number of persons allowed to occupy a unit is equal to the number of original construction bedrooms plus one. There are additional monthly fees for more than two occupants.

☐ ☐

**Units may not be sublet for less than 30 days and must be renewed annually.**

☐ ☐

United is billed directly from the tax assessor and the shareholder/member reimburses the mutual through monthly assessments. Members of United are cautioned to prepare for property tax increases in monthly assessments.

I/We, the undersigned, have read the above and agree to comply with the rules of this Community.

Co-Occupant(s)

1 Name (Print)	Signature	Date
2 Name (Print)	Signature	Date



<b>DISABLED CHILD/GRANDCHILD HEALTH CERTIFICATION</b>		MUTUAL <input type="checkbox"/> UNITED <input type="checkbox"/> THIRD		MANOR ADDRESS	
RESIDENT'S NAME		TELEPHONE NO.		RESIDENT'S RELATIONSHIP TO CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> GRANDPARENT	
DISABLED CHILD'S NAME		BIRTHDATE		DISABLED CHILD'S SOCIAL SECURITY #	
<b>APPLICANT HAS / HAS NOT BEEN CONVICTED OF A FELONY IN THE LAST 20 YEARS OR A MISDEMEANOR INVOLVING MORAL TURPITUDE INVOLVING MORAL TURPITUDE WITHIN THE LAST 5 YEARS (Civil Code 51.3 (b)(3)(B))</b>					
<b>PHYSICIAN'S CERTIFICATION</b>					
AS THE PHYSICIAN FOR THE ABOVE-NAMED DISABLED CHILD, YOU ARE REQUESTED TO PROVIDE INFORMATION RELATED TO THE PHYSICAL AND/OR MENTAL HEALTH OF THE CHILD. THIS INFORMATION WILL BE CONSIDERED BY THE HOMEOWNERS' ASSOCIATION BOARD OF DIRECTORS IN DETERMINING WHETHER THE CHILD SHOULD BE PERMITTED TO RESIDE IN THIS SENIOR CITIZENS' COMMUNITY. YOUR CAREFUL EXPLANATION OF THE <b>CHILD'S CONDITION</b> , REQUIREMENTS FOR CARE, AND POTENTIAL FOR DISRUPTIVE OR DANGEROUS BEHAVIOR (TO THE CHILD OR OTHERS) IS CRITICAL TO THIS DETERMINATION.					
PLEASE <b>VERIFY</b> THE NATURE OF THE CHILD'S PHYSICAL OR MENTAL IMPAIRMENT OR DISABILITY: <input type="checkbox"/> Yes, the Child is disabled as defined by Civil Code 54(b) and Government Code Section 12962 <input type="checkbox"/> No, the Child is not disabled as defined by Civil Code 54(b) and Government Code Section 12962					
SPECIFY THE TYPES OF CARE AND/OR ACCOMMODATIONS THAT THE CHILD WILL RECEIVE FROM THE PARENTS/GRANDPARENTS (E.G., BEING DRIVEN, BATHING, FEEDING, MEDICATION, ETC.)					
<b>INDICATE FREQUENCY OF REQUIRED CARE:</b> <input type="checkbox"/> DAILY <input type="checkbox"/> WEEKLY <input type="checkbox"/> SEVERAL TIMES DAILY <input type="checkbox"/> MONTHLY				<input checked="" type="checkbox"/> OTHER (PLEASE SPECIFY)	
<b>IS IMPAIRMENT OR DISABILITY PERMANENT?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO		<b>IF NO, HOW LONG WILL IT LAST?</b>		<b>IS CHILD CAPABLE OF LIVING INDEPENDENTLY?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IS IT PROBABLE THAT THE CHILD'S BEHAVIOR WILL BE VIOLENT, DISRUPTIVE OR THREATENING TO THE CHILD HIMSELF OR HERSELF, TO NEIGHBORS, OTHER RESIDENTS, OR STAFF?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, INDICATE LEVEL OF PROBABILITY: <input type="checkbox"/> HIGH <input type="checkbox"/> MEDIUM <input type="checkbox"/> LOW					
DATE		PHYSICIAN'S NAME (PRINT)			
TELEPHONE NO.		PHYSICIAN'S ADDRESS		CITY	STATE ZIP
PHYSICIAN'S LICENSE NO.		PHYSICIAN'S SIGNATURE			
<b>ACKNOWLEDGEMENT BY PARENT OR GRANDPARENT</b>					
I HAVE READ THE MUTUAL GUIDELINES AND POLICY PERTAINING TO AN OCCUPANCY REQUEST FOR MY DISABLED CHILD/GRANDCHILD ON THE REVERSE SIDE OF THIS FORM AND AGREE TO ABIDE BY THEM. I ATTEST THAT ALL THE INFORMATION PROVIDED IN THIS CERTIFICATION FORM IS ACCURATE AND COMPLETE.					
DATE		PARENT'S / GRANDPARENT'S SIGNATURE			
DATE		PARENT'S / GRANDPARENT'S SIGNATURE			
<b>ACTION BY MUTUAL BOARD OF DIRECTORS</b>					
APPLICATION <b>DENIED</b>			APPLICATION <b>APPROVED</b>		
The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is <b>denied</b> .			The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is <b>approved</b> .		
SIGNATURE	Date	SIGNATURE	Date	SIGNATURE	Date
SIGNATURE	Date	SIGNATURE	Date	SIGNATURE	Date
SIGNATURE	Date	SIGNATURE	Date	SIGNATURE	Date

**POLICY FOR CO-OCCUPANCY BY DISABLED CHILDREN/GRANDCHILDREN**

It is the policy of **Laguna Woods Village** to provide rigorous compliance with the State of California's occupancy regulations for senior citizens' communities.

California Civil Code Section 51.3 permits a disabled person or person with a disabling illness or injury who is a child or grandchild of the senior citizen to reside in an age-restricted community. All references to "child" herein shall be deemed to include the existing resident(s') or prospective buyer(s') grandchild or grandchildren, if applicable. Persons who apply for co-occupancy under §51.3 shall submit a **disabled child/grandchild health certification application, signed by** physician for review by the Board of Directors.

Applicants are advised of the following:

- **The Board of Directors may deny requests for co-occupancy; therefore, prospective buyer(s) are advised to defer opening escrow until a decision is made on the application;**
- **The Board may request additional documentation in considering this application;**
- **The Mutual Member is ultimately responsible for the actions of guests, lessees, and co-occupants;**
- **Occupancy of the manor by more than two persons requires a Third-Party Fee;**
- **Health re-certification shall be required at least annually, unless waived by the Board on a case by case basis, such as for a chronic and progressive debilitating disease.**

By signing the acknowledgement on the reverse side of this form, parents/grandparents agree to hold harmless, the Mutual, Golden Rain Foundation and Village Management Services, Inc., Agent, and their respective directors, officers, agents and employees from any claims arising or based on the presence of or any alleged property damage or bodily injury or death caused in whole or in part or resulting from actions by the DISABLED child/grandchild.

**PROCEDURE FOR REQUESTING CO-OCCUPANCY APPROVAL  
FOR DISABLED CHILDREN / GRANDCHILDREN**

Following are the procedures for obtaining approval by the Board of Directors:

1. Prospective buyer or existing resident submits Disabled Child Health Certification form to the disabled child's physician for completion.
2. Physician completes Physician's Certification, **confirming the child/grandchild is disabled and** explaining:
  - ~~Nature/diagnosis of the physical or mental impairment;~~
  - **Probable duration of the impairment;**
  - **Whether there is any probability of behavioral problems resulting or arising from the child's impairment which could be harmful to the child or threatening or disturbing to other residents of the community, and whether the threat can be ameliorated by means of a reasonable accommodation.**
  - **The specific care that the parents/grandparents will provide to the disabled child.**
3. Buyer or existing resident completes the acknowledgement of the terms and conditions of approval on the Certification form, and submits it to the Community Services Department for transmittal to the Board of Directors for review and approval or disapproval.
4. Within ten (10) business days from date of receipt of Certification form containing all the required information, the Board will make its determination. The Community Services Department will transmit the Board's decision to the prospective buyer. The buyer or resident may appeal the Board's decision by submitting a written request to the Board within 14 days from the date of the denial notice to the buyer or resident.
5. **Pending Board action regarding** the request, prospective buyer or existing resident must complete occupancy documents required by the association **for Board review.**

***If We Can't Reach You, We Can't Notify You.***

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.

The Laguna Woods Village Disaster Preparedness Task Force **requires** accurate contact information for you **to inform you** 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

After you get approval of the Application of Co-Occupancy Permit by the Board of Directors, please complete the form online through the Laguna Woods Village website. Go to [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com), and look for the CodeRED icon at the top left of the home page.

**All** information provided for your CodeRED notification is confidential and will only be used to contact you in the case of an emergency.

Notice

**To:** 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

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Health & Safety Code 25915.2 and 25915.5 require the mutual to provide annual notice about the existence of asbestos-containing materials (ACM) in nonresidential 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 unit, the existence of asbestos-containing material in nonresidential public buildings within the mutual.

Village Management Services Inc., as employer, and as agent, for the associations that 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 Village Community Center, the vehicle maintenance building, and a portion of the warehouse—all constructed after 1979), including clubhouses and outbuildings, library, maintenance warehouse building, stables, gatehouses, garden center buildings, all detached laundry buildings and residential buildings numbers 1 through 5543 inclusive.

*Disclosure notice: Asbestos-containing construction materials continued on next page*

*Disclosure notice: Asbestos-containing construction materials continued from previous page*

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.

Village Management Services Inc. 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 Customer Service at 949-597-4600, or the HR/Safety Supervisor at 949-597-4321.

January 1, 2016  
Village Management Services Inc.

# Application for Co-Occupancy Permit Check List

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Please **print legibly** on your application. The information provided must be legible for digital imaging.

## **Both Member(s) AND Co-Occupant(s)**

- \_\_\_ Member/Co-Occupant **acknowledgments no rent paid or collected section** on application: print name, sign, date and member to reside?
- \_\_\_ Copies of **driver's license** or government issued photo ID
- \_\_\_ Aware of **3rd Party Fee** (if applicable)

## **Member(s) applying for Occupancy OR Co-Occupant(s)**

- \_\_\_ **Complete** Application for Co-Occupancy Permit
- \_\_\_ **Initial** Residency Restrictions Important Information
- \_\_\_ **National Background Check** – Examples:  
[www.tenantbackgroundsearch.com](http://www.tenantbackgroundsearch.com)  
[www.american-apartment-owners-association.org](http://www.american-apartment-owners-association.org)  
[www.rentspree.com](http://www.rentspree.com)

(Note: The above examples are not all-inclusive. This list is strictly for informational purposes. Some nationwide background checks include the credit report with FICO score.)

## **After the Co-Occupant is approved by the Board of Directors:**

- \_\_\_ **Complete** CodeRED Emergency Notification Record **online** at [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com), and look for the link at the top of the home page that says CodeRED

## Application for Co-occupancy Permit

						Unit address	
<b>Attach verification of valid age: Driver's license / passport / birth certificate / military ID</b>							
1.	Last name	First name	MI	Social Security No.	Birthdate	Office use only	
	Home phone		Mobile phone		Email		
	Marital Status	<input type="checkbox"/> Married <input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed <input type="checkbox"/> Separated	<input type="checkbox"/> Single	If under 45 years of age, indicate if spouse/registered domestic partner or disabled child/grandchild <input type="checkbox"/>		

2.	Last name	First name	MI	Social Security No.	Birthdate	Office use only	
	Home phone		Mobile phone		Email		
	Marital Status	<input type="checkbox"/> Married <input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed <input type="checkbox"/> Separated	<input type="checkbox"/> Single	If under 45 years of age, indicate if spouse/registered domestic partner or disabled child/grandchild <input type="checkbox"/>		
Applicant relationship to member			Previous address		City	State	Zip
In case of emergency, notify			Relationship to applicant		Address		Telephone number

### Member/Co-occupant acknowledgements

We hereby apply for approval for the applicant to reside in the unit identified above as a nonmember occupant and affirm that the information provided herein is accurate to the best of our knowledge. We have read the terms and conditions for such occupancy on the reverse side of this application and agree to be bound by the terms therein. We have received a copy of the notice informing us of the possible existence of asbestos in certain buildings.

We swear, under penalty of perjury, that there will not be a landlord-tenant relationship between shareholder and occupant, and that no rents will be paid or collected during the duration of applicant's occupancy, unless a lease is executed through the Golden Rain Foundation (GRF) leasing office.

**\*\* All members and occupants must initial the "no rent paid or collected" agreement \_\_\_\_\_**

1. Co-occupant name (print)	Signature	Date	
2. Co-occupant name (print)	Signature	Date	
3. Member name (print)	Signature	Date	To reside? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Member name (print)	Signature	Date	To reside? <input type="checkbox"/> Yes <input type="checkbox"/> No

### Community Services Dept. use only

Floorplan \_\_\_\_\_ No. bedrooms \_\_\_\_\_ No. of persons residing if permit is approved \_\_\_\_\_

ID card fees to be collected: \$ \_\_\_\_\_ ☐ Exempt (spouse/domestic partner/ disabled child/grandchild status verified)

If applicant is under 55 years of age, indicate if qualifying resident has been verified. ☐ Yes ☐ No

Does the approval of this application exceed the number of persons permitted to occupy this unit? ☐ Yes ☐ No

Verified by: \_\_\_\_\_ Member's phone number \_\_\_\_\_

### Action by mutual board of directors

<b>Application denied</b>		<b>Application approved</b>	
The board of directors of this mutual corporation has reviewed this application. Based on the information provided, <b>the application is denied.</b>		The board of directors of this mutual corporation has reviewed this application. Based on the information provided, <b>the application is approved.</b>	
Signature	Date	Signature	Date
Signature	Date	Signature	Date
Signature	Date	Signature	Date

## Application for Co-occupancy Permit – Page 2

Primary rules governing occupancy	
The parties to this agreement are the mutual corporation, hereinafter referred to as “the mutual”; the member, hereinafter referred to as “member,” and whose signature appears on the reverse side of this application; and the applicant(s) for occupancy, hereinafter referred to as “co-occupant,” and whose signature appears on the reverse side of this application. In consideration of their mutual undertakings, the parties hereto agree as follows:	
1.	Co-occupant shall be entitled to occupy the unit indicated on the application.
2.	Co-occupant and member affirm their intent that the co-occupant will reside in this unit and that occupant is 45 years of age or older, or is the spouse or registered domestic partner of the qualifying resident or disabled child/grandchild.
3.	Co-occupant shall be entitled to the use and enjoyment of the facilities and services provided by the Golden Rain Foundation on the same basis as members of the foundation, but will have neither ownership nor voting rights in the foundation or any mutual.
4.	Member shall be responsible for the conduct and deportment of the co-occupant.
5.	Co-occupant shall be subject to the same rules, regulations and restrictions that are applicable to the member, except with respect to payment of carrying charges. If co-occupant ever shall become the legal or equitable owner of the membership, co-occupant will apply for membership in the mutual in the form generally used by the mutual and will pay all amounts due pursuant to the CC&R's.
6.	Member and co-occupant shall be equally responsible for payment of any charges incurred by co-occupant in respect to service provided by Golden Rain Foundation or the mutual.
7.	Member agrees to pay to the mutual an additional sum each month for each occupant of the unit in excess of two, at the rate prescribed by the mutual and/or GRF.
8.	Members shall be responsible for canceling the co-occupancy status and returning co-occupant's ID card and vehicle decal when co-occupant ceases to reside in the unit.
9.	Any party may terminate this agreement at any time upon 30 days written notice to the other parties to this agreement.
10.	In order to induce mutual to execute this agreement, the other parties agree that they have no rights against mutual as a direct or indirect result of the execution of this agreement, and in the event that there are any expenses incurred by the mutual to enforce the terms of this agreement, or to remove or take other action, or to defend any action relative to member or co-occupant, as a direct or indirect result of this agreement, member and co-occupant agree to hold the mutual harmless from and to pay all costs or expenses incurred by mutual, including, but not limited to, attorney's fees, court costs or related expenses.
11.	Co-occupant(s) affirm that they have not been convicted of a felony within the past 20 years, nor a misdemeanor involving moral turpitude within the past five years.
12.	Guests may stay a maximum of 60 days per year, and <b>only while the qualifying senior resident is in residence.</b>

Notice to members and applicants	
Approval of this application by the mutual, in and of itself, does not confer any right on the co-occupant other than the revocable right to occupy the unit named on the reverse of this form. As indicated, both member and mutual generally have the right to terminate occupant status at any time, without cause, provided, however, that Section 51.3 of the California Civil Code may be interpreted to inhibit this right of termination in certain circumstances.	



## Residency Restrictions Important Information – Please Read Carefully

Unit number: \_\_\_\_\_

Please note the following residency restrictions, including but not limited to:

### Co-Occupant(s) Initial

☐ ☐

Laguna Woods Village is an independent-lifestyle and age-restricted community (as defined by California Civil Code §51.3) that does not provide any form of healthcare or assisted living. Each resident is responsible for his/her own care and welfare.

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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 resident's home during the absence of the resident.

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Board approval is required for all persons wishing to reside in the community. Contact Resident Services at 949-597-4600 before any change in residency status.

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The maximum number of persons allowed to occupy a unit is equal to the number of original construction bedrooms plus one. There are additional monthly fees for more than two occupants.

☐ ☐

Units may not be sublet for less than 30 days and must be renewed annually.

☐ ☐

United is billed directly from the tax assessor and the shareholder/member reimburses the mutual through monthly assessments. Members of United are cautioned to prepare for property tax increases in monthly assessments.

I/We, the undersigned, have read the above and agree to comply with the rules of this Community.

Co-Occupant(s)

1 Name (Print)	Signature	Date
2 Name (Print)	Signature	Date

<b>DISABLED CHILD/GRANDCHILD HEALTH CERTIFICATION</b>	MUTUAL <input type="checkbox"/> UNITED <input type="checkbox"/> THIRD	MANOR ADDRESS		
RESIDENT'S NAME	TELEPHONE NO.	RESIDENT'S RELATIONSHIP TO CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> GRANDPARENT		
DISABLED CHILD'S NAME	BIRTHDATE	DISABLED CHILD'S SOCIAL SECURITY #		
<b>APPLICANT __ HAS / __ HAS NOT BEEN CONVICTED OF A FELONY IN THE LAST 20 YEARS OR A MISDEMEANOR INVOLVING MORAL TURPITUDE WITHIN THE LAST 5 YEARS (Civil Code 51.3 (b)(3)(B))</b>				
<b>PHYSICIAN'S CERTIFICATION</b>				
AS THE PHYSICIAN FOR THE ABOVE-NAMED DISABLED CHILD, YOU ARE REQUESTED TO PROVIDE INFORMATION RELATED TO THE PHYSICAL AND/OR MENTAL HEALTH OF THE CHILD. THIS INFORMATION WILL BE CONSIDERED BY THE HOMEOWNERS' ASSOCIATION BOARD OF DIRECTORS IN DETERMINING WHETHER THE CHILD SHOULD BE PERMITTED TO RESIDE IN THIS SENIOR CITIZENS' COMMUNITY. YOUR CAREFUL EXPLANATION OF THE REQUIREMENTS FOR CARE, AND POTENTIAL FOR DISRUPTIVE OR DANGEROUS BEHAVIOR (TO THE CHILD OR OTHERS) IS CRITICAL TO THIS DETERMINATION.				
PLEASE VERIFY THE NATURE OF THE CHILD'S PHYSICAL OR MENTAL IMPAIRMENT OR DISABILITY: <input type="checkbox"/> Yes, the Child is disabled as defined by Civil Code 54(b) and Government Code Section 12962 <input type="checkbox"/> No, the Child is not disabled as defined by Civil Code 54(b) and Government Code Section 12962				
SPECIFY THE TYPES OF CARE AND/OR ACCOMMODATIONS THAT THE CHILD WILL RECEIVE FROM THE PARENTS/GRANDPARENTS (E.G., BEING DRIVEN, BATHING, FEEDING, MEDICATION, ETC.)				
<b>INDICATE FREQUENCY OF REQUIRED CARE:</b> <input type="checkbox"/> DAILY <input type="checkbox"/> WEEKLY <input type="checkbox"/> SEVERAL TIMES DAILY <input type="checkbox"/> MONTHLY		<input checked="" type="checkbox"/> OTHER (PLEASE SPECIFY)		
<b>IS IMPAIRMENT OR DISABILITY PERMANENT?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>IF NO, HOW LONG WILL IT LAST?</b>	<b>IS CHILD CAPABLE OF LIVING INDEPENDENTLY?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>IS IT PROBABLE THAT THE CHILD'S BEHAVIOR WILL BE VIOLENT, DISRUPTIVE OR THREATENING TO THE CHILD HIMSELF OR HERSELF, TO NEIGHBORS, OTHER RESIDENTS, OR STAFF?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, INDICATE LEVEL OF PROBABILITY: <input type="checkbox"/> HIGH <input type="checkbox"/> MEDIUM <input type="checkbox"/> LOW				
DATE	PHYSICIAN'S NAME (PRINT)			
TELEPHONE NO.	PHYSICIAN'S ADDRESS	CITY	STATE	ZIP
PHYSICIAN'S LICENSE NO.	PHYSICIAN'S SIGNATURE			
<b>ACKNOWLEDGEMENT BY PARENT OR GRANDPARENT</b>				
I HAVE READ THE MUTUAL GUIDELINES AND POLICY PERTAINING TO AN OCCUPANCY REQUEST FOR MY DISABLED CHILD/GRANDCHILD ON THE REVERSE SIDE OF THIS FORM AND AGREE TO ABIDE BY THEM. I ATTEST THAT ALL THE INFORMATION PROVIDED IN THIS CERTIFICATION FORM IS ACCURATE AND COMPLETE.				
DATE	PARENT'S / GRANDPARENT'S SIGNATURE			
DATE	PARENT'S / GRANDPARENT'S SIGNATURE			
<b>ACTION BY MUTUAL BOARD OF DIRECTORS</b>				
<b>APPLICATION DENIED</b>		<b>APPLICATION APPROVED</b>		
The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is <b>denied</b> .		The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is <b>approved</b> .		
SIGNATURE	Date	SIGNATURE	Date	
SIGNATURE	Date	SIGNATURE	Date	
SIGNATURE	Date	SIGNATURE	Date	



## POLICY FOR CO-OCCUPANCY BY DISABLED CHILDREN/GRANDCHILDREN

It is the policy of Laguna Woods Village to provide rigorous compliance with the State of California's occupancy regulations for senior citizens' communities.

California Civil Code Section 51.3 permits a disabled person or person with a disabling illness or injury who is a child or grandchild of the senior citizen to reside in an age-restricted community. All references to "child" herein shall be deemed to include the existing resident(s') or prospective buyer(s') grandchild or grandchildren, if applicable. Persons who apply for co-occupancy under §51.3 shall submit a disabled child/grandchild health certification application, signed by physician for review by the Board of Directors.

Applicants are advised of the following:

- **The Board of Directors may deny requests for co-occupancy; therefore, prospective buyer(s) are advised to defer opening escrow until a decision is made on the application;**
- **The Board may request additional documentation in considering this application;**
- **The Mutual Member is ultimately responsible for the actions of guests, lessees, and co-occupants;**
- **Occupancy of the manor by more than two persons requires a Third-Party Fee;**
- **Health re-certification shall be required at least annually, unless waived by the Board on a case by case basis, such as for a chronic and progressive debilitating disease.**

By signing the acknowledgement on the reverse side of this form, parents/grandparents agree to hold harmless, the Mutual, Golden Rain Foundation and Village Management Services, Inc., Agent, and their respective directors, officers, agents and employees from any claims arising or based on the presence of or any alleged property damage or bodily injury or death caused in whole or in part or resulting from actions by the DISABLED child/grandchild.

### PROCEDURE FOR REQUESTING CO-OCCUPANCY APPROVAL FOR DISABLED CHILDREN / GRANDCHILDREN

Following are the procedures for obtaining approval by the Board of Directors:

1. Prospective buyer or existing resident submits Disabled Child Health Certification form to the disabled child's physician for completion.
2. Physician completes Physician's Certification, confirming the child/grandchild is disabled and explaining:
  - **Probable duration of the impairment;**
  - **Whether there is any probability of behavioral problems resulting or arising from the child's impairment which could be harmful to the child or threatening or disturbing to other residents of the community, and whether the threat can be ameliorated by means of a reasonable accommodation.**
  - **The specific care that the parents/grandparents will provide to the disabled child.**
3. Buyer or existing resident completes the acknowledgement of the terms and conditions of approval on the Certification form, and submits it to the Community Services Department for transmittal to the Board of Directors for review and approval or disapproval.
4. Within ten (10) business days from date of receipt of Certification form containing all the required information, the Board will make its determination. The Community Services Department will transmit the Board's decision to the prospective buyer. The buyer or resident may appeal the Board's decision by submitting a written request to the Board within 14 days from the date of the denial notice to the buyer or resident.
5. Pending Board action regarding the request, prospective buyer or existing resident must complete occupancy documents required by the association for Board review.

***If We Can't Reach You, We Can't Notify You.***

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.

The Laguna Woods Village Disaster Preparedness Task Force requires accurate contact information for you to inform you 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

After you get approval of the Application of Co-Occupancy Permit by the Board of Directors, please complete the form online through the Laguna Woods Village website. Go to [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com), and look for the CodeRED icon at the top left of the home page.

All information provided for your CodeRED notification is confidential and will only be used to contact you in the case of an emergency.

## Notice

**To:** 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

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Health & Safety Code 25915.2 and 25915.5 require the mutual to provide annual notice about the existence of asbestos-containing materials (ACM) in nonresidential 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 unit, the existence of asbestos-containing material in nonresidential public buildings within the mutual.

Village Management Services Inc., as employer, and as agent, for the associations that 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 Village Community Center, the vehicle maintenance building, and a portion of the warehouse—all constructed after 1979), including clubhouses and outbuildings, library, maintenance warehouse building, stables, gatehouses, garden center buildings, all detached laundry buildings and residential buildings numbers 1 through 5543 inclusive.

*Disclosure notice: Asbestos-containing construction materials continued on next page*

*Disclosure notice: Asbestos-containing construction materials continued from previous page*

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.

Village Management Services Inc. 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 Customer Service at 949-597-4600, or the HR/Safety Supervisor at 949-597-4321.

January 1, 2016  
Village Management Services Inc.

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



**RESOLUTION 01-22-XX**  
**DISABLED CHILD/GRANDCHILD APPLICATIONS**

**WHEREAS**, United Laguna Woods Mutual (ULWM) is a non-profit mutual benefit corporation which is authorized, through its Board of Directors, to adopt, amend or repeal necessary or desirable rules and regulations; and

**WHEREAS**, a primary purpose of the common interest development is to promote the health, safety and welfare of the residents within the Development; and

**WHEREAS**, California Civil Code Section 51.3, which establishes and preserves accessible housing for senior citizens, provides that a child or grandchild of a senior citizen may be considered a “qualified permanent resident” so long as he has a disabling illness or injury and needs to live with the senior citizen because of the disabling condition, illness or injury; and

**WHEREAS**, ULWM has found it necessary to amend the Disabled Child/Grandchild Health Certification Application and integrate it with the Co-occupancy Permit Application to ensure a more complete application process; and

**WHEREAS**, authorization for co-occupancy is effective only when approved in writing by ULWM and issued in writing by an authorized VMS staff member(s);

**NOW THEREFORE BE IT RESOLVED**, November 8, 2022, the Board of Directors of this Corporation hereby adopts amendments to the Disabled Child/Grandchild Health Certification and the Co-occupancy Application; and

**RESOLVED FURTHER**, that this resolution supersedes all prior Disabled Child/Grandchild Health Certification forms and the Co-occupancy Application; and

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

SEPTEMBER Initial Notification—28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied

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## STAFF REPORT

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**DATE:** September 13, 2022  
**FOR:** Board of Directors  
**SUBJECT:** Personal Items in Common Areas

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### **RECOMMENDATION**

Approve a resolution permitting placement of privately-owned objects in the common areas, including planting beds, with specific guidelines listed in the resolution.

### **BACKGROUND**

On June 14, 2005 resolution 01-05-63 was adopted by the United Board of Directors. However, this resolution did not contain specific guidelines regarding the placement of privately-owned objects in common areas.

On August 22, 2022 the United Landscape Committee reviewed and discussed this report and voted to recommend approval of the attached resolution.

### **DISCUSSION**

All land outside of the unit walls is considered common area, including the planting beds immediately adjacent to the units. The Board of Directors is concerned about the placement of privately-owned objects in common areas, the possible safety hazards to persons, and the disruption of maintenance activities caused by such placement.

The Compliance Division and Landscape Committee receive numerous concerns from members regarding the proliferation of privately-owned objects including solar lights, potted plants, planting, materials and tools, statues, and yard art.

The purpose of this recommendation is to create a standard that members can be held to if their privately-owned objects cause any obstruction to other members, become an eyesore, or impede maintenance activities by staff and contractors.

### **FINANCIAL ANALYSIS**

This recommendation would incur no additional cost to United Mutual. There are potential operational costs savings from a decline in member complaints being processed through the Landscape Committee, Security Department and the Compliance Division.

**Prepared By:** Jayanna Abolmoloki, Landscape Administrative Assistant

**Reviewed By:** Kurt Wiemann, Director of Landscape Services

**Committee Routing:**       None

**ATTACHMENT(S)**

**Attachment 1:** Resolution 01-22-XX



## **RESOLUTION 01-22-XX**

### **Personal Items in Common Areas**

**WHEREAS**, all land outside the unit walls is considered common area, including the planting beds immediately adjacent to the units. The Board of Directors of this Corporation is concerned about the placement of privately-owned objects in the common areas, the possible safety hazards to persons, and maintenance problems caused by such placement; and

**WHEREAS**, the placement of privately-owned objects including plants, potted plants, statuary, and solar lights has become prevalent and unrestrained causing concerns about clutter, safety, and an obstruction to Mutual maintenance activities; and

**WHEREAS**, the Compliance Division and Landscape Committee receives numerous concerns from residents regarding the proliferation of privately-owned objects;

**NOW THEREFORE BE IT RESOLVED**, November 8, 2022 that placement of privately-owned objects in the common areas, including planting beds, shall permit personal/non-standard landscape, within the following guidelines:

- Residents may not enlarge foundation planters.
- Residents may place decorative items, garden décor, statuary, potted plants, or freestanding solar lights within one single 36 square foot area immediately adjacent to their unit.
- Residents shall be responsible for the maintenance of this area including weeding, pruning and clean up. These items should be kept in good repair and potted plants should be well-maintained and any empty pots, gardening supplies or tools removed.
- Items placed in this area shall not impede the regular maintenance of the landscape and building, nor shall they block or interfere with Mutual irrigation systems.
- Residents understand that the area shall remain common area, subject to the use and passage of all residents.
- Upon sale of the unit, the Member or the estate will be financially responsible for the removal of all personal items and the re-landscaping of this area.
- If the personal plantings and/or decorative items in the common area directly adjacent to the manor are not maintained in a satisfactory manner may result in disciplinary action, including monetary penalties, suspension of member privileges and/or legal action.
- Members are responsible for ensuring that the rules, regulations and policies are followed by anyone they allow into the Community.

- Residents seeking a larger area or alteration of the Mutual owned landscape shall seek and obtain permission from the Board of Directors prior to any changes through the Landscape Request Form process.

**RESOLVED FURTHER**, that Resolution 01-05-63, adopted June 14, 2005 is hereby superseded and cancelled; and

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

SEPTEMBER Initial Notification—28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied



## STAFF REPORT

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**DATE:** August 22, 2022  
**FOR:** Landscape Committee  
**SUBJECT:** Restrictions on Outside Plant Watering

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### **RECOMMENDATION**

Approve a resolution limiting use of potable water for watering exterior plants from hose bibs to Wednesdays and Sundays only.

### **BACKGROUND**

The Governor of California issued Executive Order M-7-22, calling for increased restrictions on outdoor irrigation using potable water. In response to this Executive Order, on August 9, 2022, The United Board of Directors passed Resolution 01-22-55 (Attachment 1), calling for the reduction of irrigation water use by 15 percent.

### **DISCUSSION**

To reduce the outdoor use of potable water in United Mutual, the Landscape Department is reducing the watering times of shrub beds by 15 percent and reducing watering days for turf from thrice weekly to twice weekly. This reduction in irrigation will produce a noticeable effect on the Mutual Landscape plant material and turf.

Many residents in United Mutual have personal exterior plants, both planted and in pots that they water by hand using hoses attached to exterior spigots (hose bibs) on the exterior of the units. To be following both the United resolution and the Executive Order, there is a need to restrict the watering of exterior plants by members and residents.

Determining the percentage of water use from exterior hose bibs is impractical and unenforceable; restricting water use from exterior hose bibs to Tuesdays and Saturdays of each week would be appropriate and enforceable.

This resolution would have no impact on services provided by the Landscape Department.

### **FINANCIAL ANALYSIS**

This recommendation would incur no additional cost to United Mutual. There are potential operational costs savings from a decline in exterior personal water use.

**Prepared By:** Jayanna Abolmoloki, Landscape Administrative Assistant

**Reviewed By:** Kurt Wiemann, Director of Landscape Services

Agenda Item # 12f

Page 1 of 6

**Committee Routing:** Landscape Committee

**ATTACHMENT(S)**

**Attachment 1:** Resolution 01-22-55

**Attachment 2:** Proposed Resolution 01-22-XX



**RESOLUTION 01-22-55**  
**Irrigation Water Mandate**

**WHEREAS**, July 14, 2022, the Landscape Committee recognized that the State of California is experiencing record drought conditions requiring parts of Southern California to reduce exterior irrigation water use; and

**WHEREAS**, the current water restriction mandates request a voluntary reduction in potable water use of 15 percent and irrigation water sources in United Mutual are mostly potable water; and

**WHEREAS**, the Landscape Committee determined that a 15 percent reduction of landscape irrigation is a prudent and proactive approach to the ongoing drought conditions in the region;

**NOW THEREFORE BE IT RESOLVED**, on August 9, 2022, that a 15 percent reduction in irrigation water use shall be applied to all irrigation within United Mutual; and

**RESOLVED FURTHER**, this resolution shall become in full force and effect on August 9, 2022; 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.

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**RESOLUTION 01-22-XX**

**Outside Plant Watering Restrictions**

**WHEREAS**, August 22, 2022, the United Landscape Committee recognized that the State of California is experiencing record drought conditions requiring parts of Southern California to reduce exterior irrigation water use; and

**WHEREAS**, exterior water sources available to residents in United Mutual are potable water, accessed through hose bibs on the exterior of the units; and

**WHEREAS**, at this time, state and local mandates apply to potable water; and

**WHEREAS**, the United Landscape Committee determined that members and residents in United Mutual must limit exterior watering of outside plants with potable water from exterior mounted hose bibs using a hose or other methods;

**NOW THEREFORE BE IT RESOLVED**, on November 8, 2022, that members and residents within United Mutual must limit the exterior watering of outside personal plants using potable water from exterior mounted hose bibs using a hose or other methods to Wednesdays and Sundays only, and no watering of common area plant material is permitted at any time from exterior mounted hose bibs; and

**RESOLVED FURTHER**, this resolution shall become in full force and effect on November 8, 2022; 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.

SEPTEMBER Initial Notification—28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied

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## **RESOLUTION 01-22-XX**

### **Golden Rain Foundation Committee Appointments**

**RESOLVED**, November 8, 2022, that in compliance with Article 7, Section 7.3 of the Golden Rain Foundation Bylaws, adopted September 29, 2014, the following persons are hereby appointed to serve on the committees of the Golden Rain Foundation:

#### **GRF Strategic Planning Committee**

~~Cash Achrekar~~  
~~Diane Casey~~  
~~Anthony Liberatore, Alternate~~  
Mary Simon  
Reza Bastani

#### **GRF Community Activities Committee**

~~Maggie Blackwell~~  
Diane Casey  
Pearl Lee

#### **GRF Finance**

Azar Asgari  
~~Pat English~~  
~~Diane Casey, Alternate~~  
Thomas Tuning

#### **GRF Landscape Committee**

~~Maggie Blackwell~~  
Diane Casey  
Lenny Ross

#### **GRF Maintenance & Construction**

~~Cash Achrekar~~  
~~Lenny Ross~~  
Reza Bastani  
Mary Simon

#### **Clubhouses & Facilities Renovation Ad Hoc Committee**

~~Diane Casey~~  
~~Pat English~~  
Reza Bastani  
Mary Simon

#### **GRF Media and Communications Committee**

~~Neda Ardani~~

Maggie Blackwell  
~~Anthony Liberatore~~

**GRF Mobility and Vehicles Committee**

~~Maggie Blackwell~~  
~~Pearl Lee~~  
Azar Asgari  
~~Pat English~~

**GRF Security and Community Access**

Maggie Blackwell  
Cash Achrekar

**Disaster Preparedness Task Force**

~~Diane Casey~~  
~~Anthony Liberatore~~  
~~Cash Achrekar, Alternate~~  
~~Pat English~~

**Laguna Woods Village Traffic Hearings**

~~Neda Ardani~~  
~~Anthony Liberatore, Alternate~~  
Cash Achrekar  
Pearl Lee

**Purchasing Ad Hoc Committee**

~~Diane Casey~~  
~~Neda Ardani~~  
Thomas Tuning  
Lenny Ross

**Information Technology Advisory Committee**

Diane Casey  
~~Cash Achrekar~~  
Thomas Tuning

**Broadband Ad Hoc Committee**

Diane Casey  
Maggie Blackwell

**Insurance Ad Hoc Committee**

Anthony Liberatore  
~~Cash Achrekar~~  
Lenny Ross

**Website Ad Hoc Committee**

Anthony Liberatore  
~~Pearl Lee~~  
Azar Asgari

**Compliance Ad Hoc Committee**

Maggie Blackwell  
Pearl Lee

**RESOLVED FURTHER**, that Resolution 01-22-59, adopted September 13, 2022, is hereby superseded and cancelled.

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

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## **RESOLUTION 01-22-XX**

### **United Laguna Woods Mutual Committee Appointments**

**RESOLVED**, November 8, 2022, that the following persons are hereby appointed to serve the Corporation in the following capacities:

#### **Architectural Controls and Standards Committee**

Anthony Liberatore (Chair)

~~Reza Bastani~~

~~Gash Achrekar~~

~~Pat English~~

Maggie Blackwell

#### **Finance Committee**

Azar Asgari, Chair

~~Pat English~~

~~Lenny Ross~~

Thomas Tuning

Mary Simon

#### **Governing Documents Review Committee**

Maggie Blackwell (Chair)

~~Diane Casey~~

Pearl Lee

Mary Simon

Azar Asgari

#### **Landscape Committee**

Diane Casey (Chair)

~~Maggie Blackwell~~

Lenny Ross

Anthony Liberatore

#### **Landscape Tree Ad Hoc**

Diane Casey (Chair)

#### **Maintenance and Construction Committee**

~~Pat English (Chair)~~

Reza Bastani (Chair)

Pearl Lee

Lenny Ross

#### **Members Hearing Committee**

~~Neda Ardani (Chair)~~

Pearl Lee (Chair)  
~~Maggie Blackwell~~  
Thomas Tuning  
~~Pat English~~

**New Resident Orientation**

Maggie Blackwell ~~(Chair)~~  
Cash Achrekar (Chair)

**Resident Advisory Committee**

Anthony Liberatore (Chair)  
Pearl Lee ~~(Chair)~~  
~~Diane Casey~~  
Cash Achrekar

**Investment Ad Hoc Committee**

Azar Asgari, Chair

**RESOLVE FURTHER** that all directors are considered alternate members of each committee "Alternate." Each Alternate may serve as a substitute for another director that is unable to attend a meeting ("Substitute"). Committee Member Alternates cannot substitute for more than two (2) consecutive meetings. This will allow any director to ask any other director to sit in their stead during a temporary absence or unavailability. Of course, we can modify this and structure this any way the Board feels is best. However, the concept is that the Board, in advance, will approve any director sitting on a committee on a temporary basis when necessary to fill in for another director.

**RESOLVED FURTHER** Resolution 01-22-44, adopted July 12, 2022, is hereby superseded and canceled.

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



Petition Agreement Form

I am a Member of United Laguna Woods Mutual, and I acknowledge and agree that I have read the Petition to which this Agreement is attached and the Procedure governing the Petition. I understand that by executing this Agreement and the attached Amendment to my Occupancy Agreement, I am requesting that the Building in which my Manor is located be designated permanently and forever as a non-smoking Building. I further understand that upon such designation, should it occur, that neither myself nor any current or future residents of, or visitors to, my Manor may smoke any substance (tobacco, marijuana or otherwise) in my Manor or any portion of the Building in which my Manor is located.

Upon such non-smoking designation, any smoking in my Manor will be deemed a violation of my Occupancy Agreement, and could result in, without limitation, termination of my Occupancy Agreement, cancellation of my stock certificate, cancellation of my membership in United and my eviction from my Manor by United, as described in the Procedure. My signature below, which must be executed in front of a notary public who completes the following notary page, and my execution of the "Smoke-Free Amendment to Occupancy Agreement" to my Occupancy Agreement, as well as execution of the Covenant, shall be deemed agreement with and acknowledgement of these potential enforcement actions by United in the event of a smoking violation with respect to my Manor.

I further understand and agree to send, on my own accord, a check in the amount of \$150 payable to United Mutual, which is the fee per Manor required to be submitted with the Petition. This fee shall cover the expense of preparing the necessary legal documents, as well as the recordation costs associated with recording the Covenant.

Name: SONIA GUINAND  
Manor Address: 582 AVENIDA MAJORECA UNIT  
Mailing Address: [REDACTED]  
Manor Residents: [REDACTED]

I understand that an original notarized copy of this Agreement signed by each of the Members subject to an Occupancy Agreement for a Manor in my Building, and an original copy of the Amendment, noted above, executed by all such Members for their respective Occupancy Agreements, must be submitted to United before the Petition to which this Agreement is attached will be considered by the Board. If the Agreement and Amendment is not complete and signed by all such Members, then the Petition will be deemed incomplete and my Building will not be designated as smoke-free.

By: [REDACTED]

Date: Sept. 14, 2022

United Laguna Woods Mutual  
Petition for Designating a Building as "Smoke-Free"  
Attachment - Petition Agreement Form (1 of 2)

Petition Agreement Form

I am a Member of United Laguna Woods Mutual, and I acknowledge and agree that I have read the Petition to which this Agreement is attached and the Procedure governing the Petition. I understand that by executing this Agreement and the attached Amendment to my Occupancy Agreement, I am requesting that the Building in which my Manor is located be designated permanently and forever as a non-smoking Building. I further understand that upon such designation, should it occur, that neither myself nor any current or future residents of, or visitors to, my Manor may smoke any substance (tobacco, marijuana or otherwise) in my Manor or any portion of the Building in which my Manor is located.

Upon such non-smoking designation, any smoking in my Manor will be deemed a violation of my Occupancy Agreement, and could result in, without limitation, termination of my Occupancy Agreement, cancellation of my stock certificate, cancellation of my membership in United and my eviction from my Manor by United, as described in the Procedure. My signature below, which must be executed in front of a notary public who completes the following notary page, and my execution of the "Smoke-Free Amendment to Occupancy Agreement" to my Occupancy Agreement, as well as execution of the Covenant, shall be deemed agreement with and acknowledgement of these potential enforcement actions by United in the event of a smoking violation with respect to my Manor.

I further understand and agree to send, on my own accord, a check in the amount of \$150 payable to United Mutual, which is the fee per Manor required to be submitted with the Petition. This fee shall cover the expense of preparing the necessary legal documents, as well as the recordation costs associated with recording the Covenant.

Name: LISA REEDY  
Manor Address: 582 [REDACTED] AVENIDA MAJORCA  
Mailing Address: [REDACTED]  
Manor Residents: [REDACTED]  
0

I understand that an original notarized copy of this Agreement signed by each of the Members subject to an Occupancy Agreement for a Manor in my Building, and an original copy of the Amendment, noted above, executed by all such Members for their respective Occupancy Agreements, must be submitted to United before the Petition to which this Agreement is attached will be considered by the Board. If the Agreement and Amendment is not complete and signed by all such Members, then the Petition will be deemed incomplete and my Building will not be designated as smoke-free.

By: [REDACTED]  
Date: SEPTEMBER 7 2022



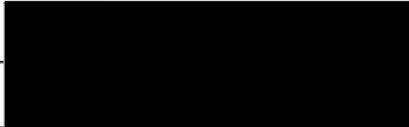
United Laguna Woods Mutual  
Petition for Designating a Building as "Smoke-Free"  
Attachment - Petition Agreement Form (1 of 2)

Petition Agreement Form

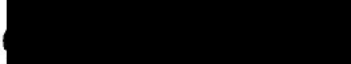
I am a Member of United Laguna Woods Mutual, and I acknowledge and agree that I have read the Petition to which this Agreement is attached and the Procedure governing the Petition. I understand that by executing this Agreement and the attached Amendment to my Occupancy Agreement, I am requesting that the Building in which my Manor is located be designated permanently and forever as a non-smoking Building. I further understand that upon such designation, should it occur, that neither myself nor any current or future residents of, or visitors to, my Manor may smoke any substance (tobacco, marijuana or otherwise) in my Manor or any portion of the Building in which my Manor is located.

Upon such non-smoking designation, any smoking in my Manor will be deemed a violation of my Occupancy Agreement, and could result in, without limitation, termination of my Occupancy Agreement, cancellation of my stock certificate, cancellation of my membership in United and my eviction from my Manor by United, as described in the Procedure. My signature below, which must be executed in front of a notary public who completes the following notary page, and my execution of the "Smoke-Free Amendment to Occupancy Agreement" to my Occupancy Agreement, as well as execution of the Covenant, shall be deemed agreement with and acknowledgement of these potential enforcement actions by United in the event of a smoking violation with respect to my Manor.

I further understand and agree to send, on my own accord, a check in the amount of \$150 payable to United Mutual, which is the fee per Manor required to be submitted with the Petition. This fee shall cover the expense of preparing the necessary legal documents, as well as the recordation costs associated with recording the Covenant.

Name: Cristi Bristol  
Manor Address: 582 Avenida Majorca   
Laguna Woods, CA. 92637  
Mailing Address:   
Manor Residents: 

I understand that an original notarized copy of this Agreement signed by each of the Members subject to an Occupancy Agreement for a Manor in my Building, and an original copy of the Amendment, noted above, executed by all such Members for their respective Occupancy Agreements, must be submitted to United before the Petition to which this Agreement is attached will be considered by the Board. If the Agreement and Amendment is not complete and signed by all such Members, then the Petition will be deemed incomplete and my Building will not be designated as smoke-free.

By: 

Date: 9-16-22

United Laguna Woods Mutual  
Petition for Designating a Building as "Smoke-Free"  
Attachment - Petition Agreement Form (1 of 2)

Petition Agreement Form

I am a Member of United Laguna Woods Mutual, and I acknowledge and agree that I have read the Petition to which this Agreement is attached and the Procedure governing the Petition. I understand that by executing this Agreement and the attached Amendment to my Occupancy Agreement, I am requesting that the Building in which my Manor is located be designated permanently and forever as a non-smoking Building. I further understand that upon such designation, should it occur, that neither myself nor any current or future residents of, or visitors to, my Manor may smoke any substance (tobacco, marijuana or otherwise) in my Manor or any portion of the Building in which my Manor is located.

Upon such non-smoking designation, any smoking in my Manor will be deemed a violation of my Occupancy Agreement, and could result in, without limitation, termination of my Occupancy Agreement, cancellation of my stock certificate, cancellation of my membership in United and my eviction from my Manor by United, as described in the Procedure. My signature below, which must be executed in front of a notary public who completes the following notary page, and my execution of the "Smoke-Free Amendment to Occupancy Agreement" to my Occupancy Agreement, as well as execution of the Covenant, shall be deemed agreement with and acknowledgement of these potential enforcement actions by United in the event of a smoking violation with respect to my Manor.

I further understand and agree to send, on my own accord, a check in the amount of \$150 payable to United Mutual, which is the fee per Manor required to be submitted with the Petition. This fee shall cover the expense of preparing the necessary legal documents, as well as the recordation costs associated with recording the Covenant.

Name:

Grace Bobrownicka

Manor Address:

582 [REDACTED] Avenida Mayaroca

Mailing Address:

[REDACTED]

Manor Residents:

[REDACTED]

I understand that an original notarized copy of this Agreement signed by each of the Members subject to an Occupancy Agreement for a Manor in my Building, and an original copy of the Amendment, noted above, executed by all such Members for their respective Occupancy Agreements, must be submitted to United before the Petition to which this Agreement is attached will be considered by the Board. If the Agreement and Amendment is not complete and signed by all such Members, then the Petition will be deemed incomplete and my Building will not be designated as smoke-free.

By:

[REDACTED]

Date:

8-31-2022

United Laguna Woods Mutual  
Petition for Designating a Building as "Smoke-Free"  
Attachment - Petition Agreement Form (1 of 2)

Petition Agreement Form

I am a Member of United Laguna Woods Mutual, and I acknowledge and agree that I have read the Petition to which this Agreement is attached and the Procedure governing the Petition. I understand that by executing this Agreement and the attached Amendment to my Occupancy Agreement, I am requesting that the Building in which my Manor is located be designated permanently and forever as a non-smoking Building. I further understand that upon such designation, should it occur, that neither myself nor any current or future residents of, or visitors to, my Manor may smoke any substance (tobacco, marijuana or otherwise) in my Manor or any portion of the Building in which my Manor is located.

Upon such non-smoking designation, any smoking in my Manor will be deemed a violation of my Occupancy Agreement, and could result in, without limitation, termination of my Occupancy Agreement, cancellation of my stock certificate, cancellation of my membership in United and my eviction from my Manor by United, as described in the Procedure. My signature below, which must be executed in front of a notary public who completes the following notary page, and my execution of the "Smoke-Free Amendment to Occupancy Agreement" to my Occupancy Agreement, as well as execution of the Covenant, shall be deemed agreement with and acknowledgement of these potential enforcement actions by United in the event of a smoking violation with respect to my Manor.

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Name:

Rosemary J. BIZILE

Manor Address:

582 [REDACTED]

Mailing Address:

Manor Residents:

[REDACTED]

I understand that an original notarized copy of this Agreement signed by each of the Members subject to an Occupancy Agreement for a Manor in my Building, and an original copy of the Amendment, noted above, executed by all such Members for their respective Occupancy Agreements, must be submitted to United before the Petition to which this Agreement is attached will be considered by the Board. If the Agreement and Amendment is not complete and signed by all such Members, then the Petition will be deemed incomplete and my Building will not be designated as smoke-free.

By:

[REDACTED]

Date:

9-2-2022

United Laguna Woods Mutual  
Petition for Designating a Building as "Smoke-Free"  
Attachment - Petition Agreement Form (1 of 2)

Petition Agreement Form

I am a Member of United Laguna Woods Mutual, and I acknowledge and agree that I have read the Petition to which this Agreement is attached and the Procedure governing the Petition. I understand that by executing this Agreement and the attached Amendment to my Occupancy Agreement, I am requesting that the Building in which my Manor is located be designated permanently and forever as a non-smoking Building. I further understand that upon such designation, should it occur, that neither myself nor any current or future residents of, or visitors to, my Manor may smoke any substance (tobacco, marijuana or otherwise) in my Manor or any portion of the Building in which my Manor is located.

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Name:

Manor Address:

Mailing Address:

Manor Residents:

I understand that an original notarized copy of this Agreement signed by each of the Members subject to an Occupancy Agreement for a Manor in my Building, and an original copy of the Amendment, noted above, executed by all such Members for their respective Occupancy Agreements, must be submitted to United before the Petition to which this Agreement is attached will be considered by the Board. If the Agreement and Amendment is not complete and signed by all such Members, then the Petition will be deemed incomplete and my Building will not be designated as smoke-free.

By:

Date:

United Laguna Woods Mutual  
Petition for Designating a Building as "Smoke-Free"  
Attachment - Petition Agreement Form (1 of 2)



Petition Agreement Form

I am a Member of United Laguna Woods Mutual, and I acknowledge and agree that I have read the Petition to which this Agreement is attached and the Procedure governing the Petition. I understand that by executing this Agreement and the attached Amendment to my Occupancy Agreement, I am requesting that the Building in which my Manor is located be designated permanently and forever as a non-smoking Building. I further understand that upon such designation, should it occur, that neither myself nor any current or future residents of, or visitors to, my Manor may smoke any substance (tobacco, marijuana or otherwise) in my Manor or any portion of the Building in which my Manor is located.

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Name:

GEOFF PETLOWANY

Manor Address:

582 ■ Avenida Majorca

Mailing Address:

Manor Residents:

I understand that an original notarized copy of this Agreement signed by each of the Members subject to an Occupancy Agreement for a Manor in my Building, and an original copy of the Amendment, noted above, executed by all such Members for their respective Occupancy Agreements, must be submitted to United before the Petition to which this Agreement is attached will be considered by the Board. If the Agreement and Amendment is not complete and signed by all such Members, then the Petition will be deemed incomplete and my Building will not be designated as smoke-free.

By:

Date:

9/10/22

United Laguna Woods Mutual  
Petition for Designating a Building as "Smoke-Free"  
Attachment - Petition Agreement Form (1 of 2)

Petition Agreement Form

I am a Member of United Laguna Woods Mutual, and I acknowledge and agree that I have read the Petition to which this Agreement is attached and the Procedure governing the Petition. I understand that by executing this Agreement and the attached Amendment to my Occupancy Agreement, I am requesting that the Building in which my Manor is located be designated permanently and forever as a non-smoking Building. I further understand that upon such designation, should it occur, that neither myself nor any current or future residents of, or visitors to, my Manor may smoke any substance (tobacco, marijuana or otherwise) in my Manor or any portion of the Building in which my Manor is located.

Upon such non-smoking designation, any smoking in my Manor will be deemed a violation of my Occupancy Agreement, and could result in, without limitation, termination of my Occupancy Agreement, cancellation of my stock certificate, cancellation of my membership in United and my eviction from my Manor by United, as described in the Procedure. My signature below, which must be executed in front of a notary public who completes the following notary page, and my execution of the "Smoke-Free Amendment to Occupancy Agreement" to my Occupancy Agreement, as well as execution of the Covenant, shall be deemed agreement with and acknowledgement of these potential enforcement actions by United in the event of a smoking violation with respect to my Manor.

I further understand and agree to send, on my own accord, a check in the amount of \$150 payable to United Mutual, which is the fee per Manor required to be submitted with the Petition. This fee shall cover the expense of preparing the necessary legal documents, as well as the recordation costs associated with recording the Covenant.

Name:

Penny Kratzer

Manor Address:

5824 [REDACTED] Ave. Majorca, Laguna Woods

Mailing Address:

[REDACTED]

Manor Residents:

I understand that an original notarized copy of this Agreement signed by each of the Members subject to an Occupancy Agreement for a Manor in my Building, and an original copy of the Amendment, noted above, executed by all such Members for their respective Occupancy Agreements, must be submitted to United before the Petition to which this Agreement is attached will be considered by the Board. If the Agreement and Amendment is not complete and signed by all such Members, then the Petition will be deemed incomplete and my Building will not be designated as smoke-free.

By:

[REDACTED]

Date:

9-19-22

United Laguna Woods Mutual  
Petition for Designating a Building as "Smoke-Free"  
Attachment - Petition Agreement Form (1 of 2)



## **ENDORSEMENT (to Board)**

### **Discuss and Consider Land Use Policy:**

On January 8, 2019, the Board adopted Resolution 01-19-12 Revised Land Use Alteration Policy. This policy restricts the approval of alteration requests that include the use of common area. The original Land Use Policy, Resolution U-02-46, was adopted in April 2002, with revisions in 2002, 2004, 2007, 2008, 2017 and 2019.

The revisions to the Policy approved in 2019 state that in regards to grandfathered alterations, no further alteration may be approved or constructed on any previously approved or grandfathered alteration that encroaches upon common area, other than like-for-like, that augments, enlarges, or changes the construction, purpose, or use of the previously approved or grandfathered alteration. For example, if an expanded patio currently has a patio enclosure constructed on it, that enclosure may only be replaced with a similar enclosure; no room addition will be granted on the expanded footprint.

On October 20, 2022, Mr. Baltazar Mejia, Maintenance and Construction Assistant Director, presented the Land Use Alteration Policy. The Committee members made comments and asked questions.

The Committee made changes to the document. Director Casey made a motion to approve the amendments and recommend approval to the Board. Director Lee seconded the motion.

By unanimous vote, the motion carried.

The Committee directed staff to review the changes with Legal Counsel.

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## STAFF REPORT

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**DATE:** November 8, 2022  
**FOR:** Board of Directors  
**SUBJECT:** Proposed Revision to Land Use Policy

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### **RECOMMENDATION**

Approve the Revised Land Use Policy.

### **BACKGROUND**

The original Land Use Policy, Resolution U-02-46, was adopted in April 2002, with revisions in 2002, 2004, 2007, 2008, 2017 and 2019. On January 8, 2019, the Board adopted Resolution 01-19-12 Revised Land Use Alteration Policy (Attachment 1). This policy restricts the approval of alteration requests that include the use of common area.

The revisions to the policy approved in 2019 state that, in regards to grandfathered alterations, no further alteration may be approved or constructed on any previously approved or grandfathered alteration that encroaches upon common area, other than like-for-like, that augments, enlarges, or changes the construction, purpose, or use of the previously approved or grandfathered alteration. For example, if an expanded patio currently has a patio enclosure constructed on it, that enclosure may only be replaced with a similar enclosure; no room addition will be granted on the expanded footprint.

On October 20, 2022, the Governing Documents Review Committee considered the proposed revisions, discussed and unanimously approved to recommend approval to the board with revisions to include language pertaining to sliding doors and golf cart parking.

### **DISCUSSION**

The current policy restricts the use of common area of any unit beyond the existing footprint. A previous revision also grandfathered existing alterations; permitting any previous expansion to remain in place. The proposed revision to the policy further restricts the use common area for exclusive use.

The Governing Documents Committee entertained revisions to the current Land Use Policy. The Committee requested further clarification regarding variance requests for sliding doors that lead to common area and its associated landing area, and for golf cart parking in common areas.

There are two scenarios for sliding doors that lead to common areas:

1. Replacement of existing sliding doors that were installed with the original construction or were previously permitted (grandfathered). In this instance, the required landing area would be considered incidental to the original or permitted installation and said landing area would be recommended for approval provided that the dimensions of the landing area do not exceed the minimum dimensions per the current building code.
2. Requests for new sliding doors. If the proposed revisions to the policy are adopted, this type of request would be handled as an encroachment into common area (due to the required landing area) and, therefore, would be prohibited and denied.

Another area that required clarification was for requests for improvements in common areas for golf cart parking. If the proposed revisions to the policy are approved, these requests would also be denied. The proposed policy and resolution have been revised to reflect these scenarios (Attachments 2 and 3).

#### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Baltazar (Bart) Mejia, Maintenance & Construction Assistant Director

**Reviewed By:** Manuel Gomez, Maintenance & Construction Director

#### **ATTACHMENT(S):**

**Attachment 1:** Resolution 01-19-12: Existing Revised Land Use Alteration Policy

**Attachment 2:** Resolution 01-22-XX: Redlined Proposed Revised Land Use Alteration Policy

**Attachment 3:** Resolution 01-22-XX: Proposed Revised Land Use Alteration Policy



**01-19-12**

**LAND USE ALTERATION POLICY (EXISTING POLICY)**

ADOPTED APRIL 2002, RESOLUTION U-02-46  
REVISED NOVEMBER 2002, RESOLUTION U-02-155  
REVISED APRIL 2004, RESOLUTION 01-04-54  
REVISED MAY 2007, RESOLUTION 01-07-45  
REVISED MAY 2008, RESOLUTION 01-08-73  
REVISED JUNE 2017, RESOLUTION 01-17-94  
REVISED JANUARY 2019, RESOLUTION 01-19-12

**WHEREAS**, the Board of Directors of United Laguna Woods Mutual ("Board") established policies and procedures for the construction of any alterations, additions and expansions;

**WHEREAS**, the Board, through Resolutions U-02-46, U-02-155, 01-04-54, 01-07-45, 01-08-73 and 01-17-94 (collectively referred to as the "Land Use Policy") adopted and implemented the Land Use Alteration Policy, some of which allowed members, in limited circumstances, to make exclusive use of certain portions of the common area to expand the footprint of their unit;

**WHEREAS**, members have expressed concern over the Land Use Policy and, in general, the Board's policy to allow members to use common area for their exclusive use by making alterations to units that expand the structure beyond the original footprint;

**WHEREAS**, the original footprint shall be defined as the unit, original patios, courtyards and atriums as shown on the original floorplans;

**WHEREAS**, members have been permitted to construct alterations on previously approved or grandfathered expansions of the original footprint; and

**WHEREAS**, the Board has consulted with staff, legal counsel and having previously terminated the Land Use Policy that allowed members to make exclusive use of common area through such alterations.

**NOW THEREFORE BE IT RESOLVED**, January 8, 2019, that the Board hereby introduces the Revised Land Use Policy; and

**RESOLVED FURTHER**, that the Board of Directors shall not approve any alterations expanding the original footprint of units, but that all such alterations currently in place, which have already been approved under the Land Use Policy, are grandfathered; and

## ATTACHMENT 1

**RESOLVED FURTHER**, that no further alteration may be approved or constructed on any previously approved or grandfathered alteration that encroaches upon common area, other than like for like, that augments, enlarges, or changes the construction, purpose, or use of the previously approved or grandfathered alteration;

**RESOLVED FURTHER**, that no new improvement, room extension, or room addition may be constructed on any previously approved or grandfathered expanded footprint area;

**RESOLVED FURTHER**, that the determination of whether a proposed alteration is like-for-like shall be made by Staff, in consultation with the Committee, and subject to appeal to the Board, whose decision shall be final and made in the Board's sole and absolute discretion;

**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.



**RESOLUTION ~~01-19-12~~ 01-22-XX**

**LAND USE ALTERATION POLICY**

ADOPTED APRIL 2002, RESOLUTION U-02-46  
REVISED NOVEMBER 2002, RESOLUTION U-02-155  
REVISED APRIL 2004, RESOLUTION 01-04-54  
REVISED MAY 2007, RESOLUTION 01-07-45  
REVISED MAY 2008, RESOLUTION 01-08-73  
REVISED JUNE 2017, RESOLUTION 01-17-94  
REVISED JANUARY 2019, RESOLUTION 01-19-12  
**REVISED NOVEMBER 2022, RESOLUTION 01-22-XX**

**WHEREAS**, the Board of Directors of United Laguna Woods Mutual (“Board”) established policies and procedures for the construction of any alterations, additions and expansions; and

**WHEREAS**, the Board, through Resolutions U-02-46, U-02-155, 01-04-54, 01-07-45, 01-08-73 ~~and~~, 01-17-94 and 01-19-12 (collectively referred to as the “Land Use Policy”) adopted and implemented the Land Use Alteration Policy, some of which allowed members, in limited circumstances, to make exclusive use of certain portions of the common area to expand the footprint of their unit; and

**WHEREAS**, members have expressed concern over the Land Use Policy and, in general, the Board’s policy to allow members to use common area for their exclusive use by making alterations to units that expand the structure improvements beyond the original footprint; and

**WHEREAS**, the original footprint shall be defined as the unit, original patios, courtyards and atriums as shown on the original floorplans; and

**WHEREAS**, members have been permitted to construct alterations on previously approved or grandfathered expansions of the original footprint; and

**WHEREAS**, the Board has consulted with staff, legal counsel and having previously terminated the Land Use Policy that allowed members to make exclusive use of common area through such alterations;

**NOW THEREFORE BE IT RESOLVED**, [~~January 8, 2019~~DATE], that the Board hereby introduces the Revised Land Use Policy; and

**NOW THEREFORE BE IT RESOLVED**, that California Civil Code Section 4600 states that “...the affirmative vote of members owning at least 67 percent of the separate interests in the common interest development shall be required before the board may grant exclusive use of any portion of the common area to a member”; and

**RESOLVED FURTHER**, that the Board of Directors determines that there are no exclusive use common areas outside of the original footprint of the manor and therefore, California Civil Code Section 4600 (b) (3) (E) is not applicable to variance requests; and

## ATTACHMENT 2

**RESOLVED FURTHER**, that the Board of Directors acknowledges that current and active standards that allows improvements in common areas such as the installation of solar panels, lifts, ramps, etc. will continue to be in effect; and

**RESOLVED FURTHER**, that the Board of Directors shall not approve any alterations expanding the original footprint of units (some examples include the installation of new sliding doors that lead into common areas which require the installation of a landing in common area, and the installation of pads in common areas for golf cart parking), but that all such alterations currently in place, which have already been approved under the Land Use Policy, are grandfathered; and

**RESOLVED FURTHER**, that no further alteration may be approved or constructed on any previously approved, permitted or grandfathered alteration that encroaches upon common area, other than like for ~~like~~equivalent, that augments, enlarges, or changes the construction, purpose, or use of the previously approved, permitted or grandfathered alteration; and

**RESOLVED FURTHER**, that no new exclusive use improvement, room extension, or room addition may be constructed in common areas or on any previously approved or grandfathered expanded footprint area; and

**RESOLVED FURTHER**, that the determination of whether a proposed alteration is like-for-~~like~~equivalent shall be made by Staff, in consultation with the Architectural Controls and Standards Committee, and subject to appeal to the Board, whose decision shall be final and made in the Board's sole and absolute discretion; 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.

**NOVEMBER 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.





**RESOLUTION 01-22-XX**  
**LAND USE ALTERATION POLICY**

ADOPTED APRIL 2002, RESOLUTION U-02-46  
REVISED NOVEMBER 2002, RESOLUTION U-02-155  
REVISED APRIL 2004, RESOLUTION 01-04-54  
REVISED MAY 2007, RESOLUTION 01-07-45  
REVISED MAY 2008, RESOLUTION 01-08-73  
REVISED JUNE 2017, RESOLUTION 01-17-94  
REVISED JANUARY 2019, RESOLUTION 01-19-12  
REVISED NOVEMBER 2022, RESOLUTION 01-22-XX

**WHEREAS**, the Board of Directors of United Laguna Woods Mutual ("Board") established policies and procedures for the construction of any alterations, additions and expansions; and

**WHEREAS**, the Board, through Resolutions U-02-46, U-02-155, 01-04-54, 01-07-45, 01-08-73, 01-17-94 and 01-19-12 (collectively referred to as the "Land Use Policy") adopted and implemented the Land Use Alteration Policy, some of which allowed members, in limited circumstances, to make exclusive use of certain portions of the common area to expand the footprint of their unit; and

**WHEREAS**, members have expressed concern over the Land Use Policy and, in general, the Board's policy to allow members to use common area for their exclusive use by making alterations to units that expand the improvements beyond the original footprint; and

**WHEREAS**, the original footprint shall be defined as the unit, original patios, courtyards and atriums as shown on the original floorplans; and

**WHEREAS**, members have been permitted to construct alterations on previously approved or grandfathered expansions of the original footprint; and

**WHEREAS**, the Board has consulted with staff, legal counsel and having previously terminated the Land Use Policy that allowed members to make exclusive use of common area through such alterations;

**NOW THEREFORE BE IT RESOLVED**, December 13, 2022, that the Board hereby introduces the Revised Land Use Policy; and

**NOW THEREFORE BE IT RESOLVED**, that California Civil Code Section 4600 states that "...the affirmative vote of members owning at least 67 percent of the separate interests in the common interest development shall be required before the board may grant exclusive use of any portion of the common area to a member"; and

**RESOLVED FURTHER**, that the Board of Directors determines that there are no exclusive use common areas outside of the original footprint of the manor and therefore, California Civil Code Section 4600 (b) (3) (E) is not applicable to various requests; and

### ATTACHMENT 3

**RESOLVED FURTHER**, that the Board of Directors acknowledges that current and active standards that allows improvements in common areas such as the installation of solar panels, lifts, ramps, etc. will continue to be in effect; and

**RESOLVED FURTHER**, that the Board of Directors shall not approve any alterations expanding the original footprint of units (some examples include the installation of new sliding doors that lead into common areas which require the installation of a landing in common area, and the installation of pads in common areas for golf cart parking), but that all such alterations currently in place, which have already been approved under the Land Use Policy, are grandfathered; and

**RESOLVED FURTHER**, that no further alteration may be approved or constructed on any previously approved, permitted or grandfathered alteration that encroaches upon common area, other than like for equivalent, that augments, enlarges, or changes the construction, purpose, or use of the previously approved, permitted or grandfathered alteration; and

**RESOLVED FURTHER**, that no new exclusive use improvement, room extension, or room addition may be constructed in common areas or on any previously approved or grandfathered expanded footprint area; and

**RESOLVED FURTHER**, that the determination of whether a proposed alteration is like-for-equivalent shall be made by Staff, in consultation with the Architectural Controls and Standards Committee, and subject to appeal to the Board, whose decision shall be final and made in the Board's sole and absolute discretion; 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.

**NOVEMBER 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.

## **ENDORSEMENT (to Board)**

### **Criminal Background Qualifications Policy:**

United Laguna Woods Mutual (United) has adopted multiple policies and Qualifiers throughout the years for approval of membership and/residence for individuals intending to purchase and/or reside at Laguna Woods Village. The process requires an application with required documentation, reviewal by staff and submittal to United for approval. The process is coordinated by the Community Services Division.

The Governing Documents Review Committee is tasked to review policy and processes for consistency. The Committee recognized the need to establish a qualifications policy for criminal backgrounds.

On September 15, 2022, the Governing Documents Review Committee reviewed the Criminal Background Qualifications Policy. Without objection, the Committee recommended the Board approve the Policy.

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## STAFF REPORT

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**DATE:** November 8, 2022  
**FOR:** Governing Documents Review Committee  
**SUBJECT:** Criminal Background Qualifications Policy

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### **RECOMMENDATION**

Staff recommends approval of the Criminal Background Qualifications Policy.

### **BACKGROUND**

United Laguna Woods Mutual (United) has adopted multiple policies and Qualifiers throughout the years for approval of membership and/residence for individuals intending to purchase and/or reside at Laguna Woods Village. The process requires an application with required documentation, reviewal by staff and submittal to United for approval. The process is coordinated by the Community Services Division.

The Governing Documents Review Committee is tasked to review policy and processes for consistency. The Committee recognized the need to establish a qualifications policy for criminal backgrounds.

On September 15, 2022, the Governing Documents Review Committee reviewed the Criminal Background Qualifications Policy. Without objection, the Committee recommended the Board approve the Policy.

### **DISCUSSION**

The purpose of the policy is not intended to discriminate or create an unjustifiable discriminatory effect against the applicants regarding criminal history and records. Rather, the purpose of the Policy is to minimize the potential for applicants to create risk to the safety and well being of residents of United (Attachment 1 and 2). The proposed policy was drafted and vetted by Legal Counsel.

### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Francis Gomez, Operations Manager

**Reviewed By:** Jacob Huanosto, Interim Compliance Supervisor

### **Attachment(s):**

Attachment 1: Criminal Background Qualifications Policy

Attachment 2: Resolution

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## **CRIMINAL BACKGROUND QUALIFICATIONS POLICY**

### **I. PURPOSE**

In order to promote the safety and well-being of the shareholders/members/residents of United Laguna Woods Mutual ("United"), prospective shareholders/members, prospective caregivers, and prospective sub-tenants of units in United (collectively referred to as "applicants") shall be required to provide United with a criminal background report. The purpose of the Criminal Background Qualifications Policy ("Policy") is not intended to discriminate or create an unjustifiable discriminatory effect against the applicants regarding criminal history and records. Rather, the purpose of the Policy is to minimize the potential for applicants to create risk to the safety and wellbeing of residents of United.

### **II. QUALIFICATIONS**

Applicants with the following crimes will be disqualified:

- (1) Individuals with a lifetime requirement to register as a sex offender; and
- (2) Individuals convicted of manufacturing methamphetamine.

For other past convictions and history, United shall evaluate the nature and severity of the crime and the elapsed time to make a determination based on facts and evidence rather than a perceived threat.

- A. An infraction, or petty offense, is a minor violation of an administrative regulation, an ordinance, a municipal code, local traffic rule, or California state law and is not considered a criminal offense nor does it create a criminal record. Infractions are punishable by a fine, community service, and/or jail time of up to five days. Examples of infractions include traffic tickets, jaywalking, building permit violations, trespassing, littering, and disturbing the peace. Applicants with infractions are not disqualified.
- B. A misdemeanor is a crime for which the maximum sentence is no more than one year in county jail and/or a fine of up to \$1,000.00. Examples of misdemeanors include DUI, shoplifting, and domestic violence that did not result in injury.

United will evaluate the convictions for misdemeanors within five (5) years based on:

- i. the date of the conviction (more recent convictions are more relevant than older convictions);
- ii. the age of the individual at the time of the conviction;
- iii. jail time and/or fines imposed by the court at the time of conviction;
- iv. the type of crime (i.e., crimes such as burglary, assault, arson, and sex offenses, are more relevant to the decision on whether to approve an application than a conviction for a reckless driving); and

- v. other mitigating circumstances (such as whether the applicant has demonstrated rehabilitation efforts and/or has demonstrated a good tenant history before or after the conviction).
- C. Felony is a crime that can result in punishment ranging from a year in jail to life in prison, a fine of up to \$10,000, and a judge has the option of imposing formal felony probation. Examples of felony crimes include attempted murder, assault with a firearm, and grand theft.

United will evaluate the convictions for felony crimes within twenty (20) years based on:

- i. the date of the conviction (more recent convictions are more relevant than older convictions);
  - ii. the age of the individual at the time of the conviction;
  - iii. jail time and/or fines imposed by the court at the time of conviction;
  - iv. the type of crime (i.e., crimes such as burglary, assault, arson, and sex offenses, are more relevant to the decision on whether to approve an application than a conviction for a DUI); and
  - v. other mitigating circumstances (such as whether the applicant has demonstrated rehabilitation efforts and/or has demonstrated a good tenant history before or after the conviction).
- D. The criminal background report cannot be used in a manner to obtain information relating to race, color, religion, sex, familial status, national origin, sexual orientation, marital status, ancestry, source of income, or disability to evaluate the applicant. United will also consider the eligibility based on the following documents that prospective shareholders submit for consideration:
  - Record of Expungement; and
  - Letters from a guarantors, friends, and family.
- E. All applicants, and not only those applicants of a particular race or other protected characteristic, shall be required to authorize United to obtain a criminal background report. Any information obtained from a report may not be used for any other purpose than to evaluate the applicant's housing request. Upon the completion of the review, to maintain confidentiality, United will destroy, shred, and/or erase all physical and electronic files pertaining to the criminal background report.

### **III. PROSPECTIVE SHAREHOLDERS**

With respect to prospective shareholders, once a Shareholder/Member has qualified within United, said shareholder need not re-qualify for purchase of a replacement unit as long as the person or persons in whose name the Membership Stock Certificate remains the same.

#### **A. QUALIFICATION WAIVERS**

Shareholders who purchase a replacement unit need to re-qualify for Membership if there is no change to the Membership vesting and the dual interim agreement is in effect.



Current members of one Mutual who wish to purchase in another Mutual are not required to meet the requirements of the Mutual in which they are purchasing.

A former member may obtain a waiver of qualifications if the replacement Membership is purchased within 90 days of the closing of the sale of the previously owned Membership and vesting in the new unit is the same as the vesting in the unit previously owned.

#### B. DISCRETIONARY AUTHORITY

United Board of Directors may, but is not obligated to, deny or approve applications for Membership based on the conditions herein. The Board of Directors, exercising prudent business judgement, may also deny or approve, in its sole and absolute discretion, applications based on other material factors, such as, but not limited to, excess liabilities, or history of non-compliance as a member in United, GRF, or other Mutuals in Laguna Woods Village.

Membership in United is created, and starts, with the, later occurring of the following:

- Written approval of Membership by United's Board of Directors;
- Issuance of a Membership Stock Certificate;
- The signing of an Occupancy Agreement;
- Close of Escrow; and
- Non-Escrow Membership Transfers.

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**RESOLUTION 01-22-XX**

**Criminal Background Qualifications Policy**

**WHEREAS**, the Governing Documents Review Committee is tasked to review policy and processes for consistency; and

**WHEREAS**, the Board recognized the need to establish a Criminal Background Qualifications Policy;

**NOW THEREFORE BE IT RESOLVED**; December 13, 2022 that the Board of Directors of this Corporation hereby approves the Criminal Background Qualifications Policy, as attached to the official minutes of this meeting; and

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

November 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 Civil Code §4360.

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## **Treasurer's Report for September 25, 2022 Board Meeting**

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**SLIDE 1** – Through the reporting period of **August 31, 2022**, total revenue for United was \$31,886K compared to expenses of \$30,857K, resulting in net revenue of \$36K.

**SLIDE 2** – In Finance, we keep a close eye on the operating portion of our financial results. The Operating Fund (without Depreciation) shows an operating surplus of \$539K through the reporting period. This chart shows how much of our revenue went into operations, with \$15,013K coming in from assessments and \$1,152K coming from non-assessment revenue. This is compared to operating expenditures of \$15,626K (without Depreciation).

**SLIDE 3** – This next chart takes the full income statement and compares those results to budget. We can see that United ended the period better than budget by \$2,049K when combining both operating and reserve savings.

**SLIDE 4** – The most significant variances from budget were attributable to the following:

**Employee Compensation \$1,200K;** Favorable variance resulted primarily in the M&C and Landscape Services largely due to open positions. Impacted areas include grounds maintenance, plumbing, paint and carpentry. Recruitment is in progress to fill in current open positions. Grounds maintenance has contracted out shrub-bed maintenance to outside vendors for the pruning/weeding cycle as they continue to fill open positions.

**Outside Services \$1,143K;** Favorable variance due to timing. Budgets are spread evenly for programs such as building structures, waste line remediation, countertops/floors/shower enclosures, tree maintenance, and roof replacement. Favorable variance was offset by Landscape shrub-bed maintenance, which was contracted to outside vendor for a short-term as budgeted positions are filled.

**Materials and Supplies \$392K;** Favorable variance resulted primarily from supply chain issues and open positions within M&C. Several areas are impacted such as appliance, interior components, and paint. Appliance is experiencing continued vendor supply chain issues. Paint is also experiencing supply chain issues and continues to have open positions. Recruitment is in progress to fill open positions.

**Insurance \$185K;** Favorable variance resulted due to lower premiums for property and casualty insurance upon renewal on 10/1/2021.

**Unrealized Gain/(Loss) On Investments (\$994K);** Unfavorable variance due to adverse conditions for bond index fund investments during the reporting period. A monthly entry is made to reflect investment market conditions, which fluctuate.



## **Treasurer's Report for September 25, 2022 Board Meeting**

---

**SLIDE 5** – On this pie chart, we show non-assessment revenues earned to date of \$1,296K, excluding the Unrealized Loss on Available for Sale Investments. If you include the unrealized loss on investments, non-assessment revenue totaled \$302K. Revenue is organized by category, starting with our largest revenue generating category Fees and Charges to Residents, followed by Laundry, Investment Interest Income, Resale Processing Fee, Lease Processing Fee, and so forth.

**SLIDE 6** – On this pie chart, we see the expenses to date of \$30,857K, showing that our largest categories of expense are for Employee Compensation and Property Tax followed by, Outside Services, Utilities, Insurance, Materials and Supplies, and so forth. At the upper right corner, we show a breakout of the utility category.

**SLIDE 7** – On the next slide we see those same expenses, excluding property tax.

**SLIDE 8** – Our fund balances are shown here. The Contingency Fund balance on August 31, 2022 was \$1,114K. The Reserve Fund balance on August 31, 2022 was \$19,792K. Contributions and investment revenue collected totaled \$7,323K while expenditures were \$6,699K. The Property Tax Fund balance on August 31, 2022 was (\$114K). Contributions and investment revenue collected totaled \$8,393K while expenditures were \$8400K.

**SLIDE 9** – We compare this to historical fund balances for the past five years on this chart, which have averaged \$20.24 Million.

**SLIDE 10** – We have a slide here to show resale history from 2020 - 2022. Through August 31, 2022, United resales totaled 316, which is 6 resales lower than prior year for the same time period. The average YTD resale price for a United Mutual manor was \$351K, which is \$80K higher than prior year for the same time period.

# Financial Report

Preliminary as of August 31, 2022



INCOME STATEMENT (in Thousands)	ACTUAL
Assessment Revenue	\$30,590
Non-assessment Revenue	\$1,296
Total Revenue	\$31,886
Total Expense	\$30,857
Other Changes	(\$993)
Net Revenue/(Expense)	\$36

# Financial Report

Preliminary as of August 31, 2022



OPERATING ONLY INCOME STATEMENT <sup>1</sup> (in Thousands)	ACTUAL
Assessment Revenue	\$15,013
Non-assessment Revenue	\$1,152
Total Revenue	\$16,165
Total Expense <sup>1</sup>	\$15,626
Operating Surplus	\$539

1) Excludes depreciation



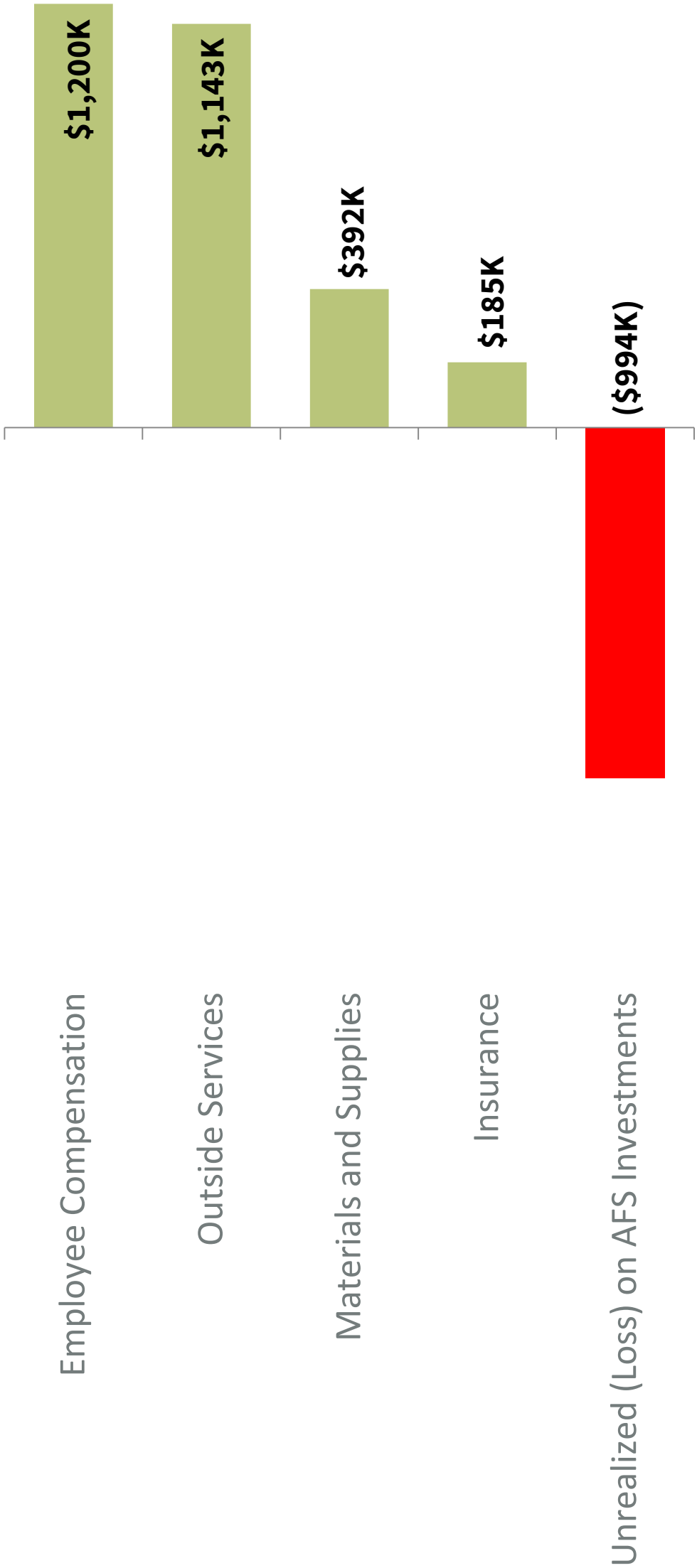
# Financial Report

Preliminary as of August 31, 2022

INCOME STATEMENT (in Thousands)	ACTUAL	BUDGET	VARIANCE B/(W)
Assessment Revenue	\$30,590	\$30,464	\$126
Non-assessment Revenue	\$1,296	\$1,222	\$74
Total Revenue	\$31,886	\$31,686	\$200
Total Expense	\$30,857	\$33,699	\$2,842
Other Changes	(\$993)	\$0	(\$993)
Net Revenue/(Expense)	\$36	(\$2,013)	\$2,049

# Financial Report

Preliminary as of August 31, 2022

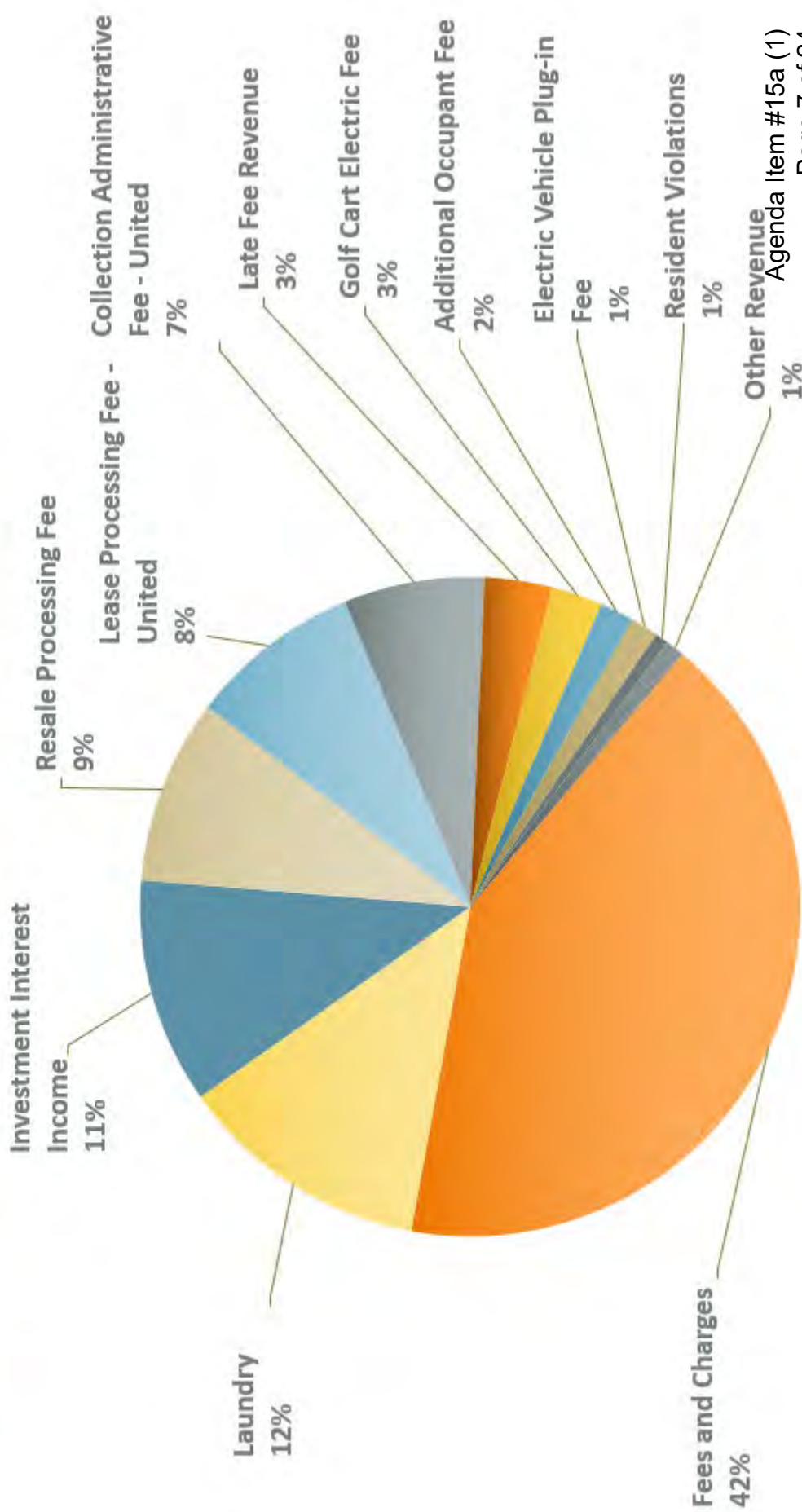


■ Unfavorable ■ Favorable

# Financial Report

Preliminary as of August 31, 2022

## Total Non Assessment Revenues \$1,295,933



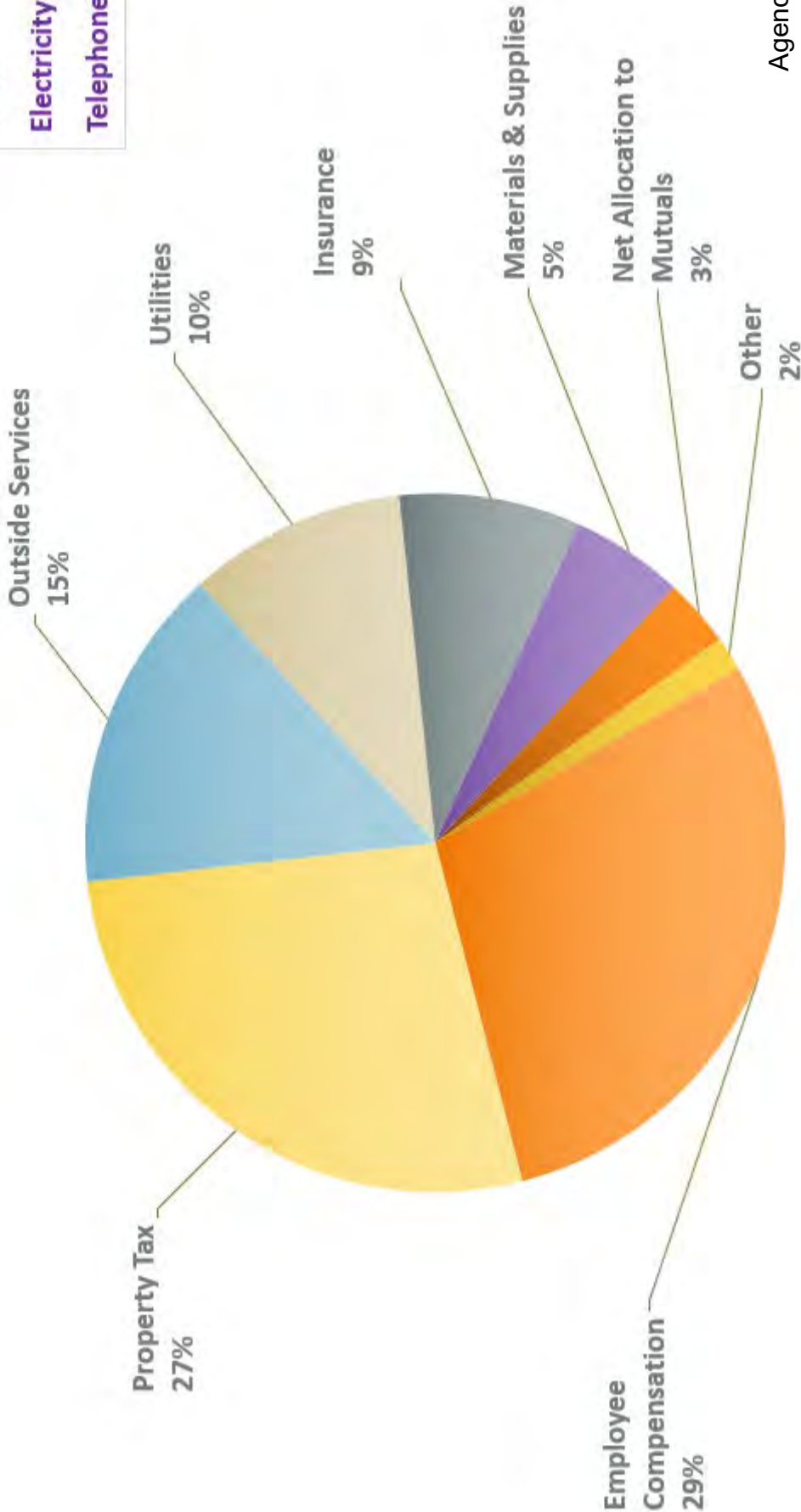
# Financial Report

Preliminary as of August 31, 2022



UNITED LAGUNA WOODS  
— M U T U A L —

**Total Expense \$30,856,985**

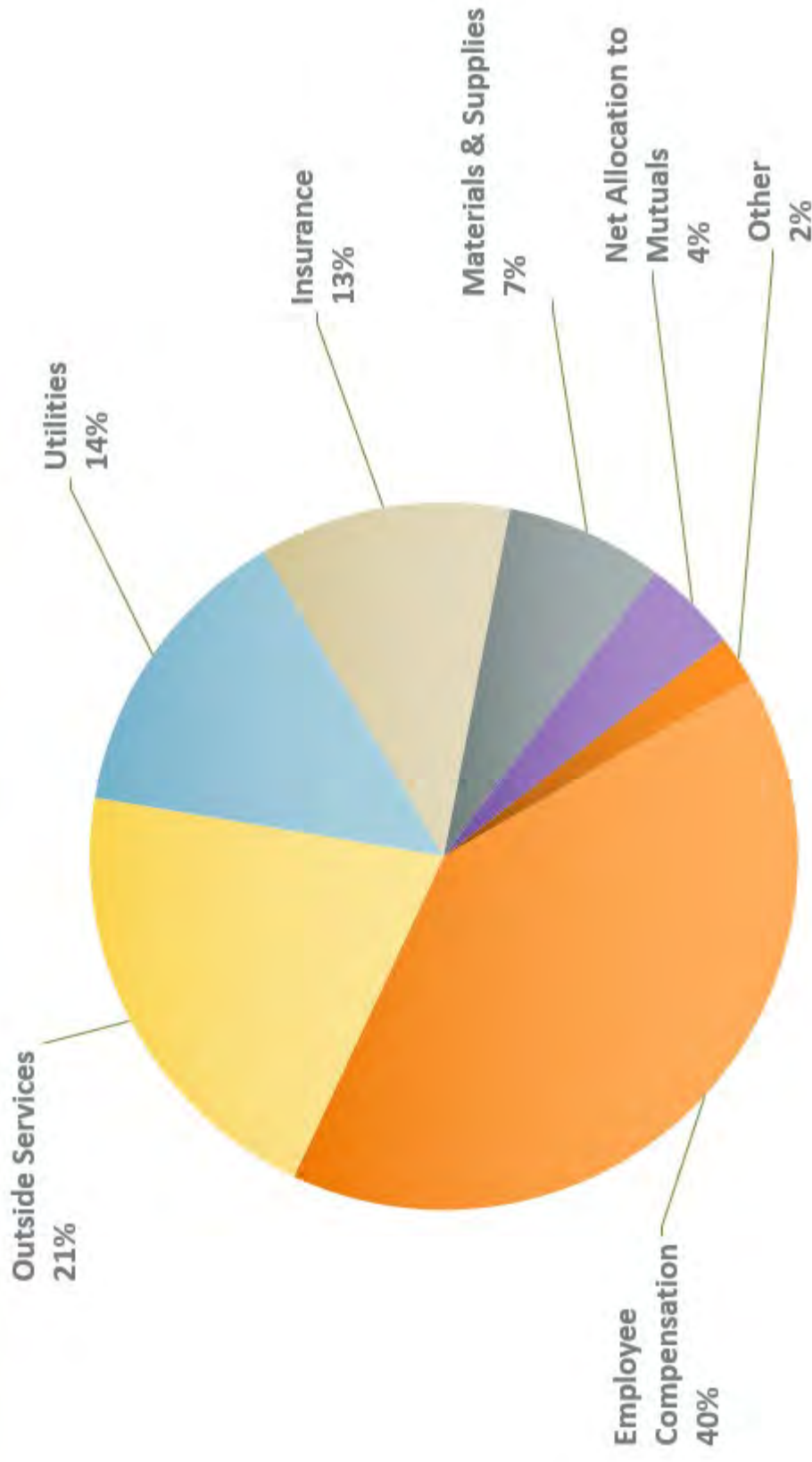


Water	\$1,513,428
Sewer	\$1,180,331
Trash	\$333,077
Electricity	\$84,821
Telephone	\$369

# Financial Report

Preliminary as of August 31, 2022

**Total Expenses Excluding Property Tax \$22,456,357**



# Financial Report

Preliminary as of August 31, 2022

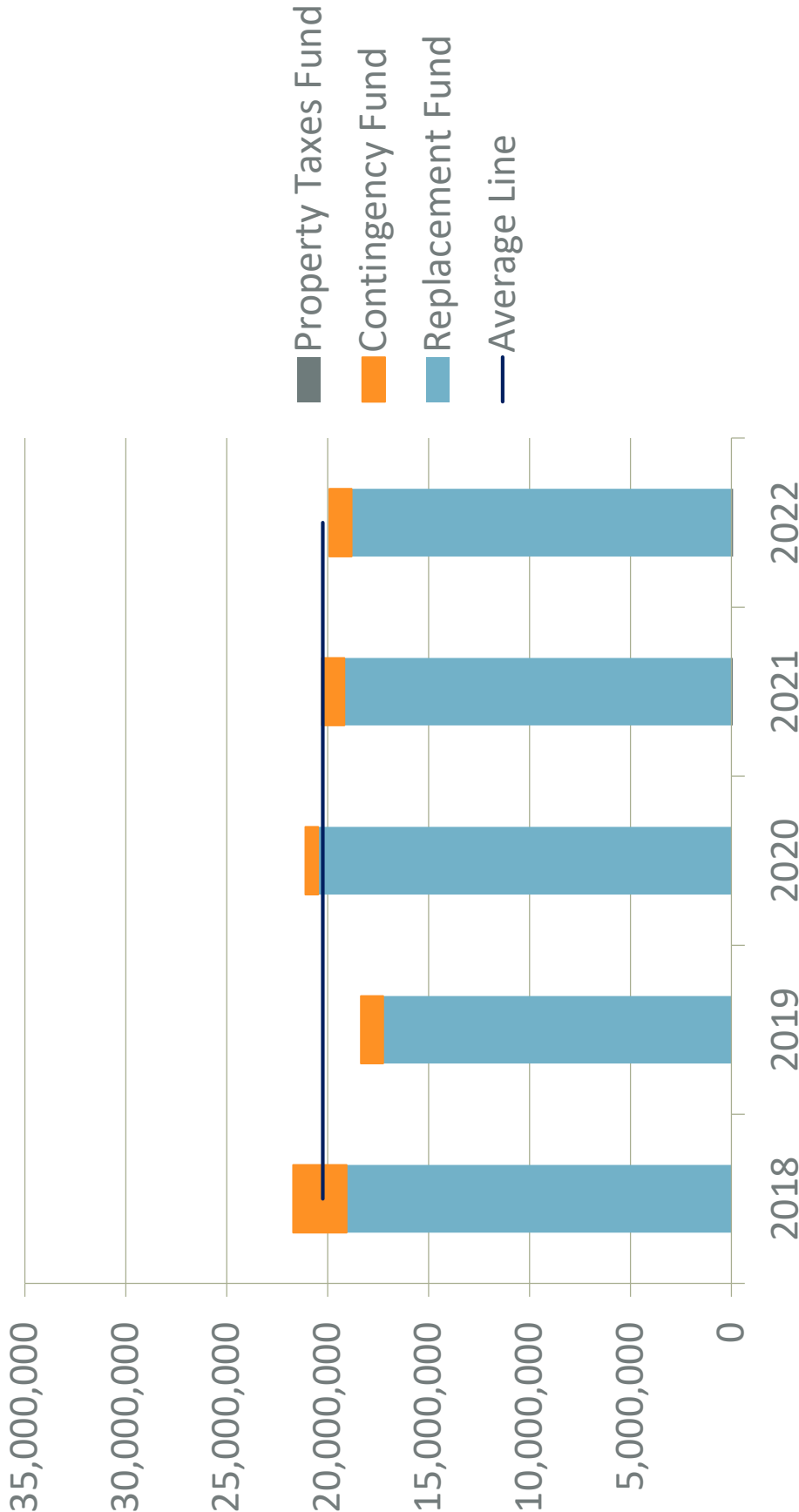


NON-OPERATING FUND BALANCES (in Thousands)	CONTINGENCY	RESERVE	PROPERTY TAX
Beginning Balances: 1/1/22	\$1,114	\$19,168	(\$107)
Contributions & Interest	0	6,334	8,393
Expenditures	0	6,699	8,400
Current Balances: 8/31/22	\$1,114	\$18,803	(\$114)

# Financial Report

Preliminary as of August 31, 2022

## FUND BALANCES – United Mutual



# Financial Report

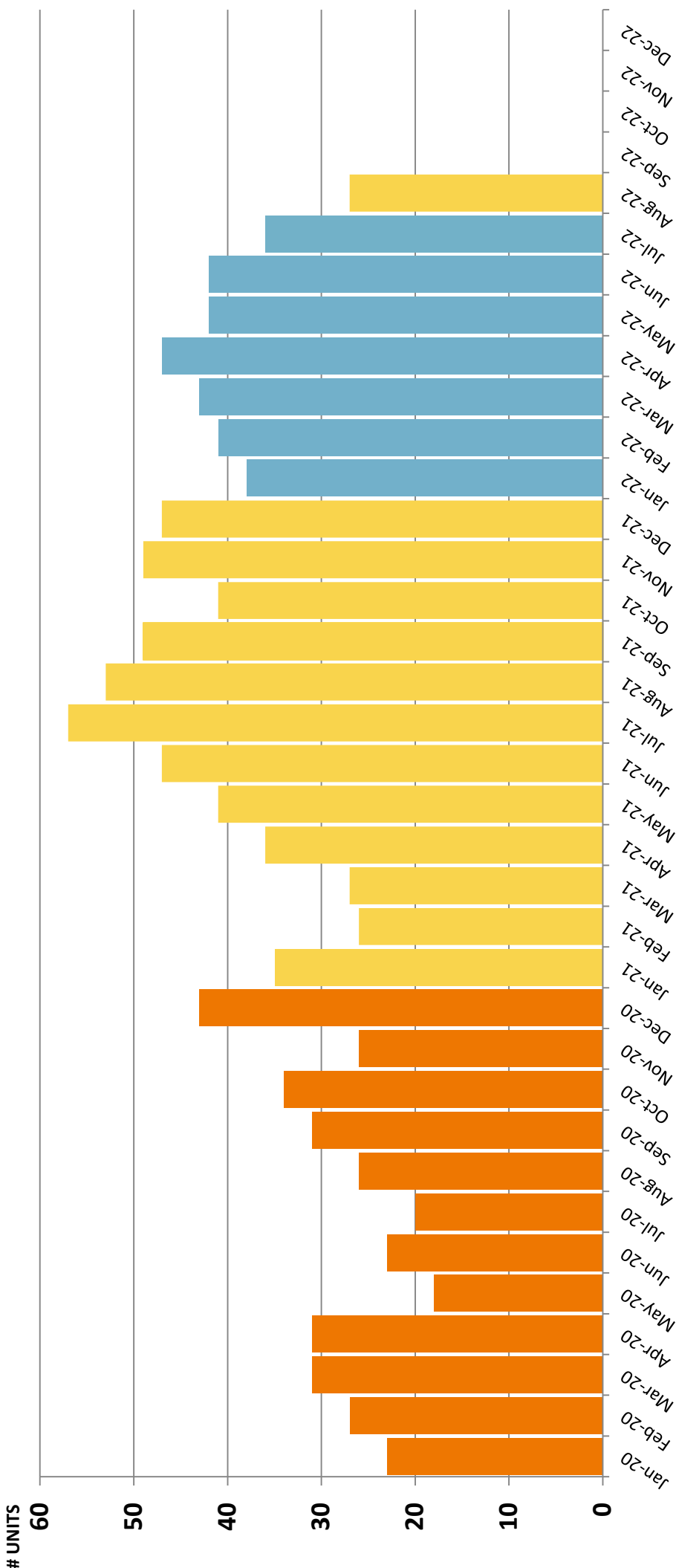
Preliminary as of August 31, 2022

## RESALE HISTORY – United Mutual



UNITED LAGUNA WOODS  
— M U T U A L —

	NO. OF RESALES	AVG. RESALE PRICE
YTD 2020	199	\$254,603
YTD 2021	322	\$271,353
YTD 2022	316	\$350,644







## **Treasurer's Report for November 8, 2022 Board Meeting**

---

**SLIDE 1** – Through the reporting period of **September 30, 2022**, total revenue for United was \$35,880K compared to expenses and other changes of \$36,414K, resulting in net expense of (\$534K).

**SLIDE 2** – In Finance, we keep a close eye on the operating portion of our financial results. The Operating Fund (without Depreciation) shows an operating surplus of \$591K through the reporting period. This chart shows how much of our revenue went into operations, with \$16,890K coming in from assessments and \$1,290K coming from non-assessment revenue. This is compared to operating expenditures of \$17,589K (without Depreciation).

**SLIDE 3** – This next chart takes the full income statement and compares those results to budget. We can see that United ended the period better than budget by \$2,119K when combining both operating and reserve savings.

**SLIDE 4** – The most significant variances from budget were attributable to the following:

**Outside Services \$1,387K;** Favorable variance due to timing. Budgets are spread evenly for programs such as building structures, waste line remediation, countertops/floors/shower enclosures, tree maintenance, and roof replacement. Favorable variance was offset by Landscape shrub-bed maintenance, which was contracted to outside vendor for a short-term as budgeted positions are filled.

**Employee Compensation \$1,343K;** Favorable variance resulted primarily in the M&C and Landscape Services departments due to open positions. Impacted areas include grounds maintenance, plumbing, paint and carpentry. Recruitment is in progress to fill in current open positions. Grounds maintenance has contracted shrub-bed maintenance to outside vendors for the pruning/weeding cycle as they continue to fill open positions.

**Materials and Supplies \$390K;** Favorable variance resulted primarily from supply chain issues and open positions within M&C. Several areas are impacted such as appliance, paint, interior components, plumbing, and carpentry. Appliance is experiencing continued vendor supply chain issues. Paint and interior components are also experiencing supply chain issues and continues to have open positions. Recruitment is in progress to fill open positions.

**Insurance \$205K;** Favorable variance resulted due to lower premiums for property and casualty insurance upon renewal on 10/1/2021.

**Unrealized Gain/(Loss) On Investments (\$1,374K);** Unfavorable variance due to adverse conditions for bond index fund investments during the reporting period. A monthly entry is made to reflect investment market conditions, which fluctuate.



## **Treasurer's Report for November 8, 2022 Board Meeting**

---

**SLIDE 5** – On this pie chart, we show non-assessment revenues earned to date of \$1,466K. Revenue is organized by category, starting with our largest revenue generating category Fees and Charges to Residents, followed by Laundry, Investment Interest Income, Resale Processing Fee, Lease Processing Fee, and so forth.

**SLIDE 6** – On this pie chart, we see the expenses to date of \$35,040K, showing that our largest categories of expense are for Employee Compensation and Property Tax followed by, Outside Services, Utilities, Insurance, Materials and Supplies, and so forth. At the upper right corner, we show a breakout of the utility category.

**SLIDE 7** – On the next slide we see those same expenses, excluding property tax.

**SLIDE 8** – Our fund balances are shown here. The Contingency Fund balance on September 30, 2022 was \$1,114K. The Reserve Fund balance on September 30, 2022 was \$18,153K. Contributions and investment revenue collected totaled \$6,883K while expenditures were \$7,898K. The Property Tax Fund balance on September 30, 2022 was (\$70K). Contributions and investment revenue collected totaled \$9,443K while expenditures were \$9,406K.

**SLIDE 9** – We compare this to historical fund balances for the past five years on this chart, which have averaged \$20 Million.

**SLIDE 10** – We have a slide here to show resale history from 2020 - 2022. Through September 30, 2022, United resales totaled 348, which is 23 resales lower than prior year for the same time period. The average YTD resale price for a United Mutual manor was \$354K, which is \$45K higher than prior year for the same time period.

# Financial Report

Preliminary as of September 30, 2022



INCOME STATEMENT (in Thousands)	ACTUAL
Assessment Revenue	\$34,414
Non-assessment Revenue	\$1,466
Total Revenue	\$35,880
Total Expense	\$35,040
Other Changes	(\$1,374)
Net Revenue/(Expense)	(\$534)

# Financial Report

Preliminary as of September 30, 2022



OPERATING ONLY INCOME STATEMENT <sup>1</sup> (in Thousands)	ACTUAL
Assessment Revenue	\$16,890
Non-assessment Revenue	\$1,290
Total Revenue	\$18,180
Total Expense <sup>1</sup>	\$17,589
Operating Surplus	\$591

1) Excludes depreciation

# Financial Report

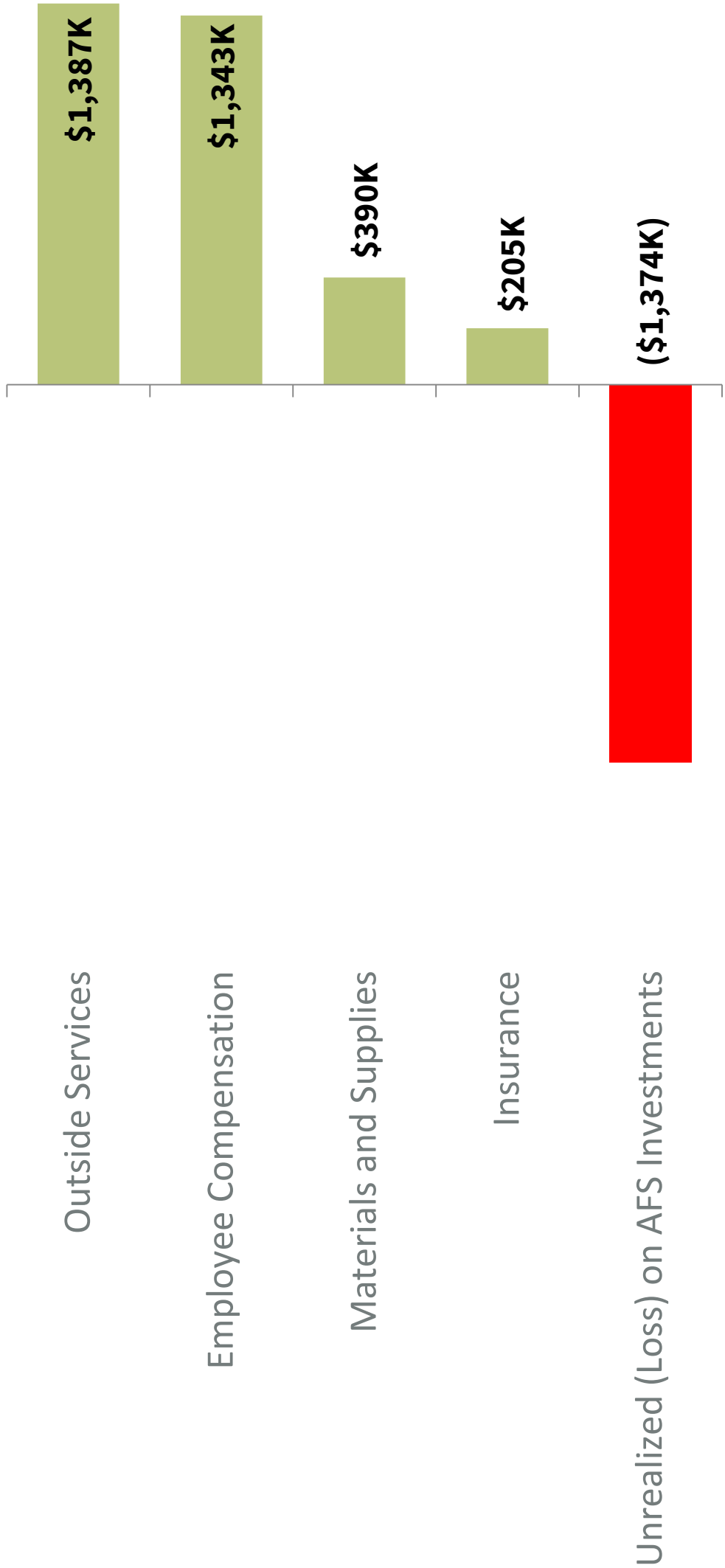
Preliminary as of September 30, 2022



INCOME STATEMENT (in Thousands)	ACTUAL	BUDGET	VARIANCE B/(W)
Assessment Revenue	\$34,414	\$34,272	\$142
Non-assessment Revenue	\$1,466	\$1,374	\$92
Total Revenue	\$35,880	\$35,646	\$234
Total Expense	\$35,040	\$38,299	\$3,259
Other Changes	(\$1,374)	\$0	(\$1,374)
Net Revenue/(Expense)	(\$534)	(\$2,653)	\$2,119

# Financial Report

Preliminary as of September 30, 2022

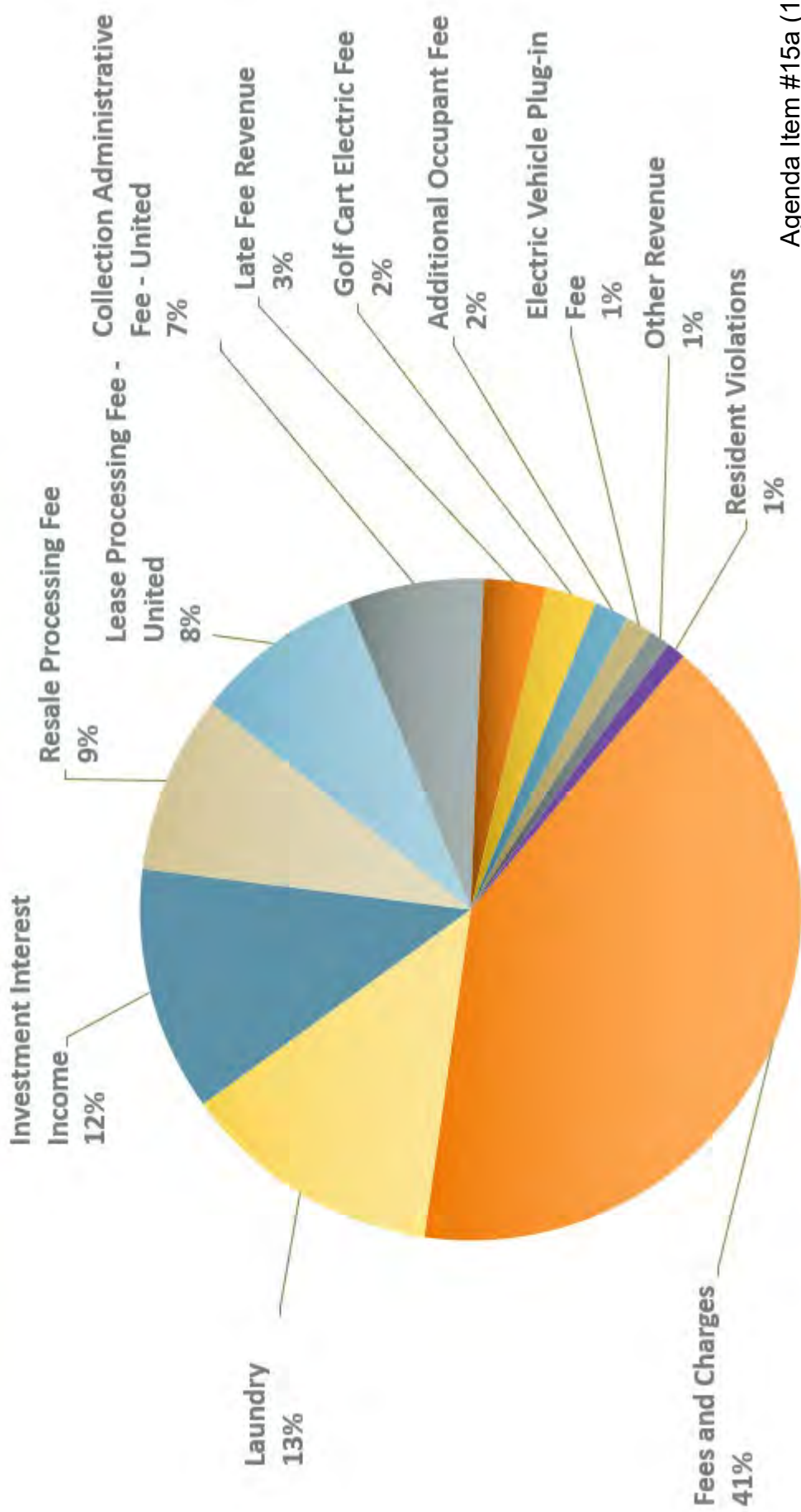


■ Unfavorable ■ Favorable

# Financial Report

Preliminary as of September 30, 2022

## Total Non Assessment Revenues \$1,466,215



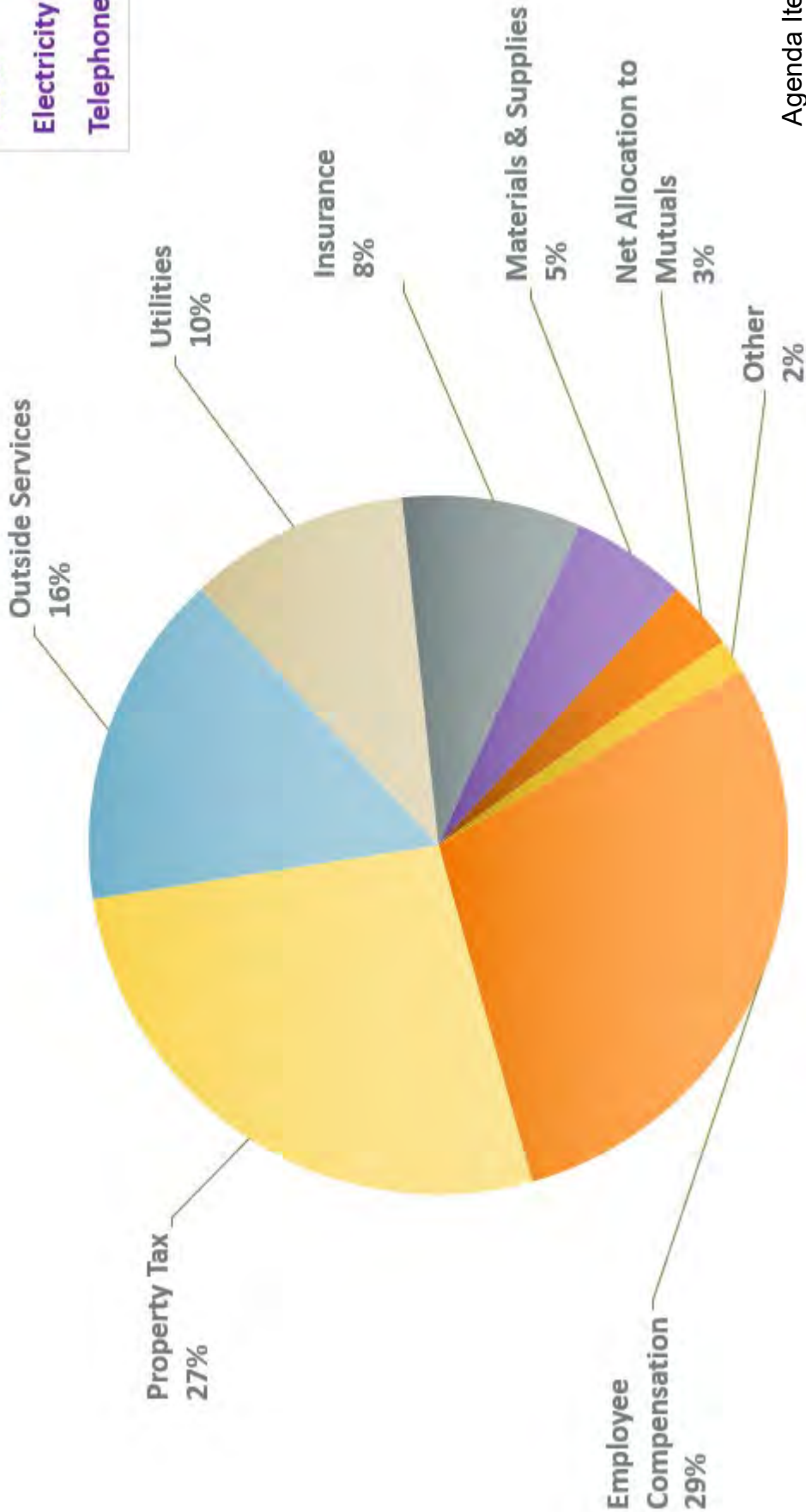
# Financial Report

Preliminary as of September 30, 2022



UNITED LAGUNA WOODS  
— M U T U A L —

**Total Expense \$35,039,851**



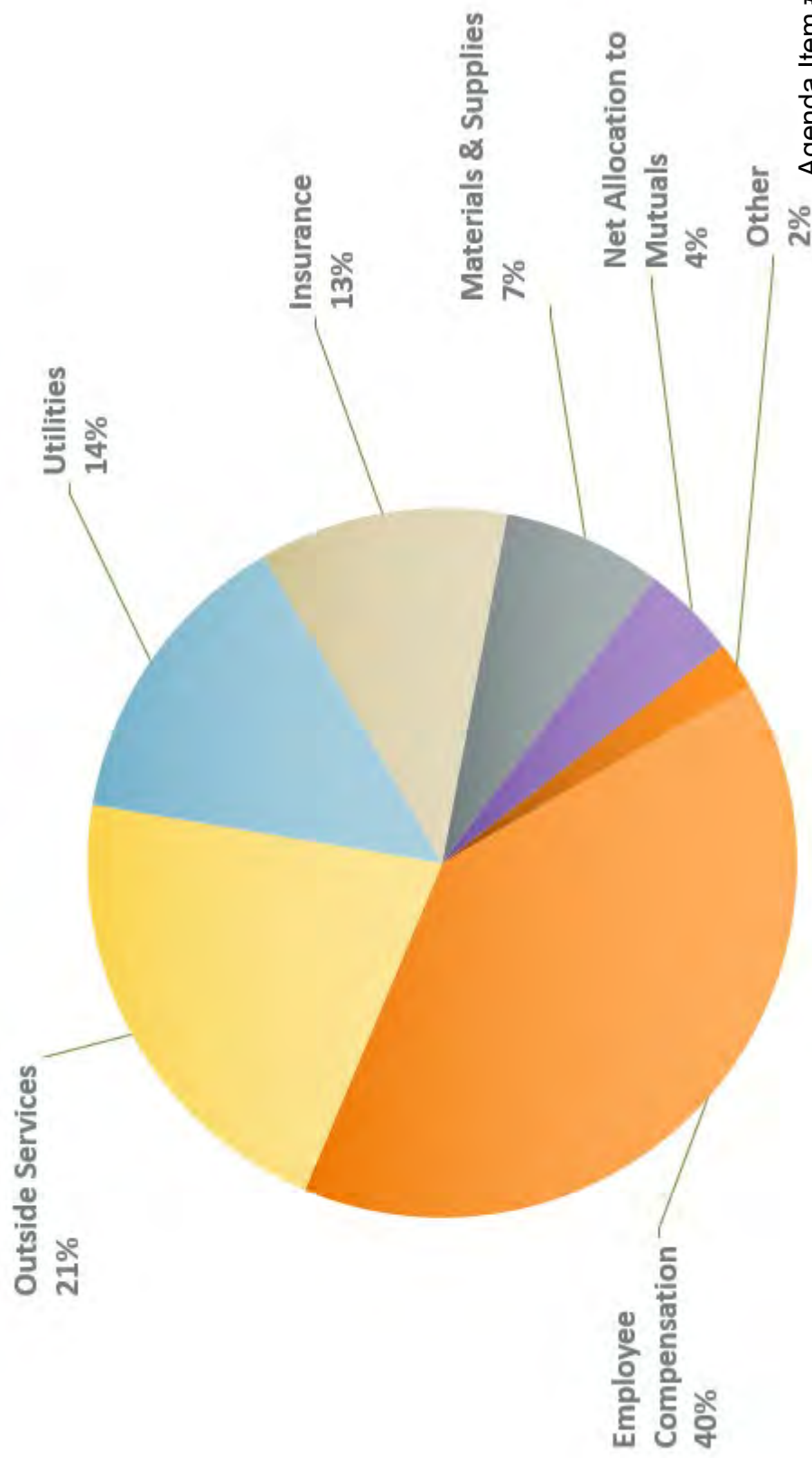
Water	\$1,708,841
Sewer	\$1,334,198
Trash	\$378,617
Electricity	\$162,994
Telephone	\$426



# Financial Report

Preliminary as of September 30, 2022

## Total Expenses Excluding Property Tax \$25,633,663



# Financial Report

Preliminary as of September 30, 2022

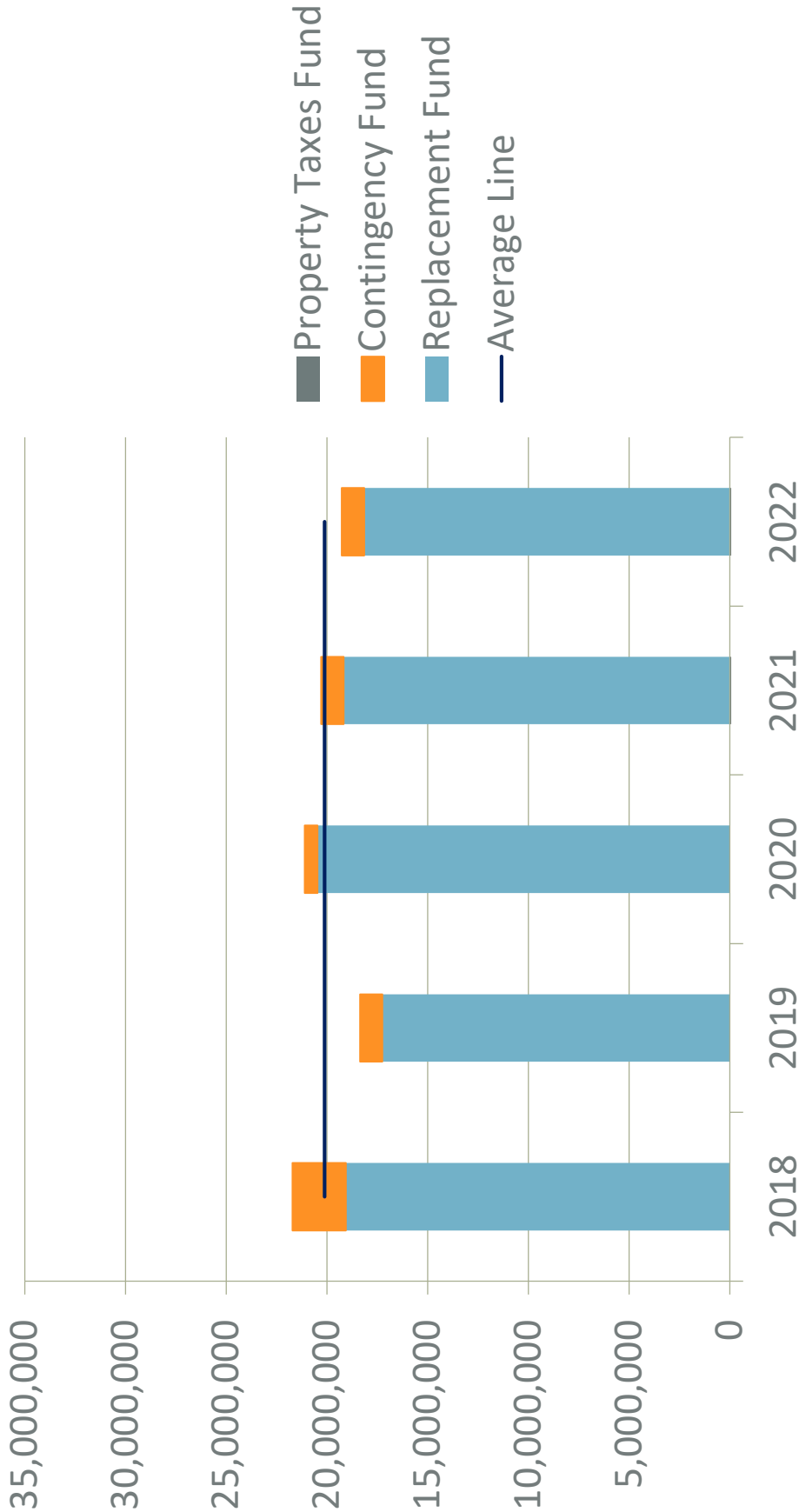


NON-OPERATING FUND BALANCES (in Thousands)	CONTINGENCY	RESERVE	PROPERTY TAX
Beginning Balances: 1/1/22	\$1,114	\$19,168	(\$107)
Contributions & Interest	0	6,883	9,443
Expenditures	0	7,898	9,406
Current Balances: 9/30/22	\$1,114	\$18,153	(\$70)

# Financial Report

Preliminary as of September 30, 2022

## FUND BALANCES – United Mutual



# Financial Report

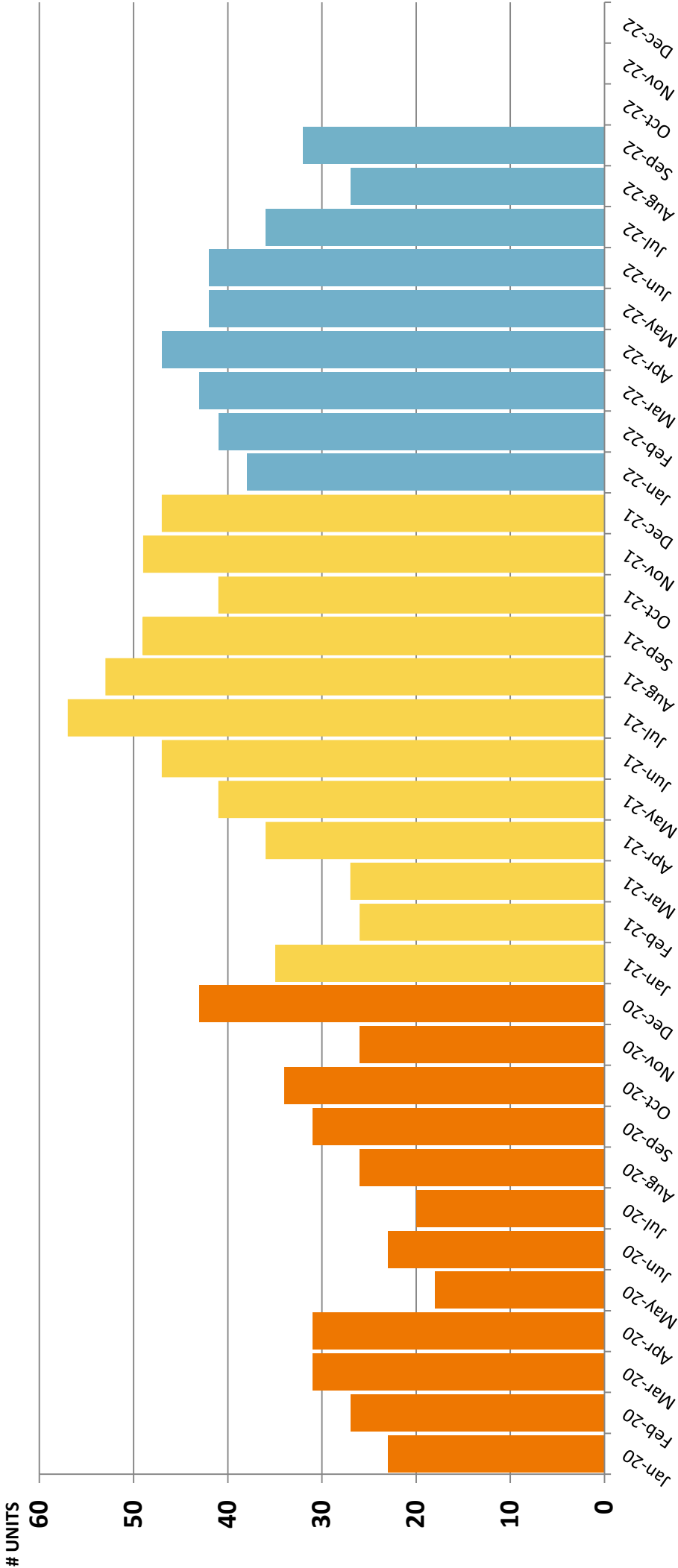
Preliminary as of September 30, 2022

## RESALE HISTORY – United Mutual



UNITED LAGUNA WOODS  
— M U T U A L —

	NO. OF RESALES	AVG. RESALE PRICE
YTD 2020	230	\$250,790
YTD 2021	371	\$309,329
YTD 2022	348	\$354,107





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

Tuesday, September 27, 2022 – 1:30 p.m.  
Hybrid Meeting

**DIRECTORS PRESENT:** Azar Asgari – Chair, Anthony Liberatore (Alternate for Pat English), Lenny Ross  
**DIRECTORS ABSENT:** Pat English.  
**ADVISORS PRESENT:** Dick Rader  
**STAFF PRESENT:** Siobhan Foster, Steve Hormuth, Jose Campos, Erika Hernandez  
**OTHERS PRESENT:** United – Diane Casey  
GRF – Juanita Skillman

**Call to Order**

Director Azar Asgari, Treasurer, chaired the meeting and called it to order at 1:30 p.m.

**Acknowledgment of Media**

The meeting was recorded via Granicus and made available via Zoom for members of the community to participate virtually.

**Approval of Agenda**

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

**Approval of the Regular Meeting Report of August 30, 2022**

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

**Chair Remarks**

Director Asgari briefly summarized the current United Finance investment portfolio performance resulting in a \$1.2K loss and the significance of forming the Investment Ad Hoc Committee to further explore and strategize investing options to improve performance years to come.

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

None.

**Department Head Update**

Steve Hormuth, Director of Financial Services, provided a brief summary of the 2023 Business Plan adoption that occurred at the September United Board meeting.

**Review Preliminary Financial Statements dated August 31, 2022**

The committee reviewed financial statements for August 31, 2022 and questions were addressed and noted by staff.

**Compensation and Outside Services**

The committee reviewed the report. No actions were requested or taken.

**Investment Ad Hoc Committee**

On September 23, 2022, a communication was sent out to residents to apply in becoming members of the Investment Ad Hoc Committee with an application deadline of Monday, September 26<sup>th</sup>. A total of 9 submissions were received via email. These members were invited to participate during the Finance Committee meeting for a self-introduction. The few available members had a moment to discuss their financial background. Discussion ensued between members and the committee. No action was taken.

**Endorsements from Standing Committees**

None.

**Future Agenda Items**

Education – Net Allocations (October 2022)

Education – GRF Contributions (November 2022)

**Committee Member Comments**

None.

**Date of Next Meeting**

Tuesday, October 25, 2022 at 1:30 p.m.

**Recess to Closed Session**

The meeting recessed to closed session at 2:32 p.m.

***azar asgari***

azar asgari (Oct 21, 2022 10:29 PDT)

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Azar Asgari, Chair



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

Tuesday, October 25, 2022 – 1:30 p.m.  
Hybrid Meeting

**DIRECTORS PRESENT:** Azar Asgari – Chair, Lenny Ross (Alternate for Thomas Tuning), Mary Simon  
**DIRECTORS ABSENT:** Thomas Tuning  
**ADVISORS PRESENT:** Alison Bok, Mike Daillak  
**STAFF PRESENT:** Steve Hormuth, Jose Campos, Erika Hernandez  
**OTHERS PRESENT:** United – Diane Casey, Maggie Blackwell

**Call to Order**

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

**Acknowledgment of Media**

The meeting was recorded via Granicus and made available via Zoom for members of the community to participate virtually.

**Approval of Agenda**

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

**Approval of the Regular Meeting Report of September 27, 2022**

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

**Chair Remarks**

Director Asgari welcomed the new Board members and new advisors to the United Finance committee.

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

A member requested that the committee look into accepting private mortgages within the United Mutual.

A member made a comment regarding current investments, provided a summary on bond funds and suggested that the committee invite BlackRock, the previous investment advisor, to review current investments.

Director Maggie Blackwell suggested the committee to consider further research for private mortgages.

Director Ross and Asgari responded to members and stated that the committee will conduct research for allowing private mortgages in United Laguna Woods Mutual.

### **Department Head Update**

Steve Hormuth, Director of Financial Services, provided a brief summary of the Investment Ad Hoc Committee meeting that took place on October 20, 2022.

### **Review Preliminary Financial Statements dated September 30, 2022**

The committee reviewed financial statements for September 30, 2022 and questions were addressed and noted by staff.

### **Compensation and Outside Services**

The committee reviewed the report. No actions were requested or taken.

### **2023 Collections and Lien Enforcement Policy**

The 2022 Collection and Lien Enforcement Policy was provided by legal with redline changes for year 2023. The committee reviewed the changes and a motion was made and moved by Director Mary Simon to accept the changes as presented. Director Asgari seconded. The motion passed unanimously and will be presented at the next board meeting and be placed on the Consent Calendar.

### **Education – Net Allocations**

Jose Campos, Assistant Director of Financial Services, provided a brief educational presentation on what Net Allocations are and how they pertain to United. Comments were addressed and noted by staff. No action was taken.

### **Endorsements from Standing Committees**

None.

### **Future Agenda Items**

Education – GRF Contribution (November 2022)

Private Mortgages

Year End Forecast

### **Committee Member Comments**

None.

### **Date of Next Meeting**

Tuesday, November 29, 2022 at 1:30 p.m.

### **Recess to Closed Session**

The meeting recessed to closed session at 2:32 p.m.

Azar Asgari

Azar Asgari (Nov 2, 2022 13:44 PDT)

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Azar Asgari, Chair



# Monthly Resale Report

PREPARED BY

MUTUAL

REPORT PERIOD

Community Services Department

United

September, 2022

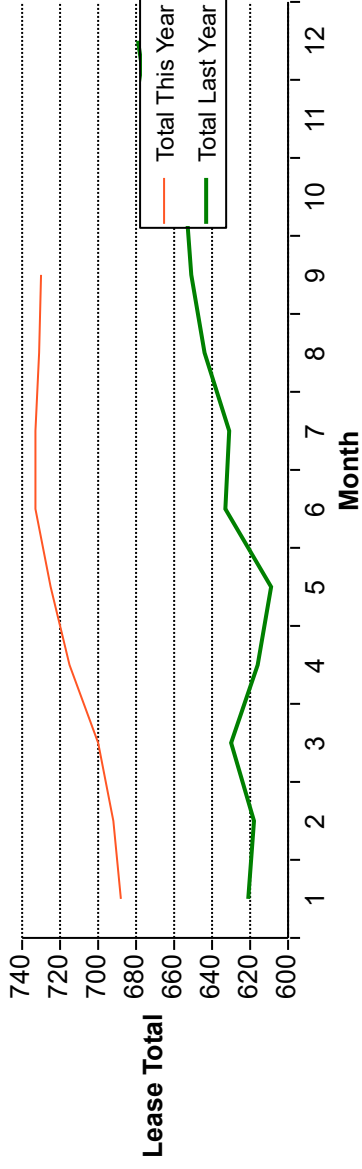
MONTH	NO. OF REALES		TOTAL SALES VOLUME IN \$\$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	38	35	\$11,905,094	\$8,997,153	\$313,292	\$257,062
February	41	26	\$11,864,402	\$6,846,600	\$289,376	\$263,331
March	43	27	\$13,513,900	\$6,978,425	\$314,277	\$258,460
April	47	36	\$16,880,200	\$9,605,499	\$359,153	\$266,819
May	42	41	\$16,042,396	\$10,258,400	\$381,962	\$250,205
June	42	47	\$14,862,850	\$13,580,100	\$353,877	\$288,938
July	36	57	\$14,458,900	\$16,700,700	\$401,636	\$292,995
August	27	53	\$10,572,700	\$15,529,600	\$391,581	\$293,011
September	32	49	\$12,218,000	\$15,157,100	\$381,813	\$309,329
October		* 41		* \$12,259,900		* \$299,022
November		* 49		* \$13,969,200		* \$285,086
December		* 47		* \$14,364,950		* \$305,637
TOTAL	348.00	371.00	\$122,318,442	\$103,653,577		
ALL TOTAL	348.00	508.00	\$122,318,442	\$144,247,627		
MON AVG	38.00	41.00	\$13,590,938	\$11,517,064	\$354,107	\$275,572
% CHANGE - YTD	-6.2%		18.0%		28.5%	

% Change calculated (ThisYear - LastYear)/LastYear

\* Amount is excluded from percent calculation

# Monthly Active Leasing Report

## 2022 Period 9 (Mutual 1)



Year	Month	1 to 3 Month	4 to 6 Month	7 to 12 Month	12+ Month	Total This Year	Total Last Year	% Leased Last Year	% Leased This Year	% Change	Total Renewals	Total Expirations
2022	January	17	28	111	532	688	621	10.9	9.8	1.1	40	18
2022	February	17	25	126	524	692	618	10.9	9.8	1.1	50	18
2022	March	17	25	140	518	700	630	11.1	10.0	1.1	39	26
2022	April	14	29	165	507	715	616	11.3	9.7	1.6	66	26
2022	May	15	28	183	499	725	609	11.5	9.6	1.9	32	29
2022	June	17	32	193	491	733	633	11.6	10.0	1.6	67	25
2022	July	21	30	198	484	733	631	11.6	10.0	1.6	49	25
2022	August	23	33	204	471	731	644	11.6	10.2	1.4	35	22
2022	September	19	35	210	466	730	651	11.5	10.3	1.2	45	39
2022	October					654						
2022	November					673						
2022	December					679						

# Monthly Resale Report

PREPARED BY

Community Services Department

MUTUAL

All Mutuals

REPORT PERIOD

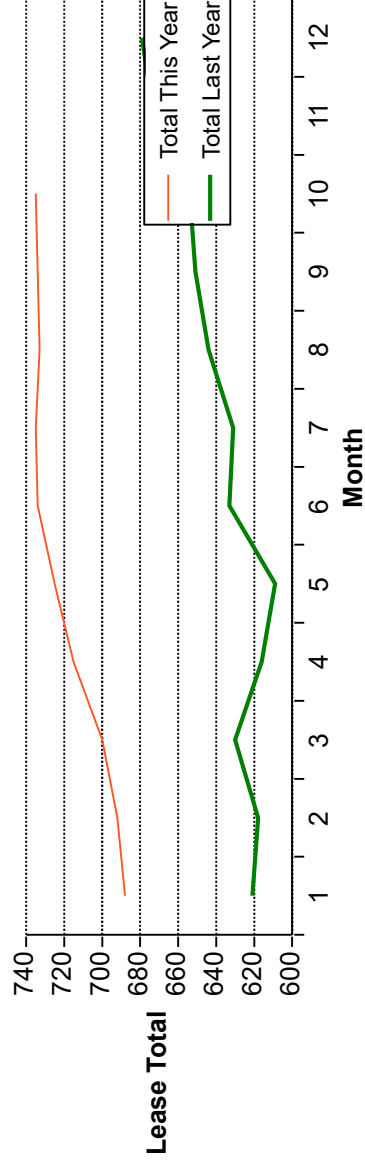
October, 2022

MONTH	NO. OF RESALES		TOTAL SALES VOLUME IN \$\$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	97	77	\$35,050,394	\$25,440,878	\$365,108	\$330,401
February	69	58	\$24,969,402	\$18,806,125	\$361,875	\$324,244
March	91	75	\$33,732,600	\$28,284,525	\$370,688	\$377,127
April	96	63	\$44,365,700	\$22,499,399	\$462,143	\$357,133
May	80	85	\$35,839,400	\$29,079,200	\$447,993	\$342,108
June	93	100	\$39,700,750	\$40,080,488	\$426,890	\$400,805
July	71	107	\$28,625,890	\$35,145,888	\$408,941	\$328,466
August	67	96	\$31,107,400	\$33,947,600	\$464,290	\$353,621
September	68	102	\$27,178,000	\$36,154,540	\$399,676	\$354,456
October	57	97	\$26,348,000	\$35,344,800	\$462,246	\$364,379
November		*		\$38,193,500		\$381,935
December		*		\$34,632,450		\$372,392
TOTAL	789.00	860.00	\$326,917,536	\$304,783,443		
ALL TOTAL	789.00	1053.00	\$326,917,536	\$377,609,393		
MON AVG	78.00	86.00	\$32,691,754	\$30,478,344	\$416,985	\$353,274

\* Amount is excluded from percent calculation

\*\*Year to date total now includes Mutual Fifty

## Monthly Active Leasing Report 2022 Period 10 (Mutual 1)



Year	Month	1 to 3 Month	4 to 6 Month	7 to 12 Month	12+ Month	Total This Year	Total Last Year	% Leased Last Year	% Leased This Year	% Change	Total Renewals	Total Expirations
2022	January	17	28	106	537	688	621	10.9	9.8	1.1	40	18
2022	February	17	25	121	529	692	618	10.9	9.8	1.1	50	18
2022	March	17	25	135	523	700	630	11.1	10.0	1.1	39	26
2022	April	14	29	160	512	715	616	11.3	9.7	1.6	66	26
2022	May	15	28	178	504	725	609	11.5	9.6	1.9	32	28
2022	June	17	33	188	496	734	633	11.6	10.0	1.6	67	24
2022	July	21	31	193	490	735	631	11.6	10.0	1.6	49	25
2022	August	24	34	198	477	733	644	11.6	10.2	1.4	35	21
2022	September	20	36	205	473	734	651	11.6	10.3	1.3	45	36
2022	October	17	39	219	460	735	654	11.6	10.3	1.3	40	45
2022	November					673						
2022	December					679						



**OPEN MEETING**

**REGULAR OPEN MEETING OF THE UNITED LAGUNA WOODS MUTUAL  
ARCHITECTURAL CONTROLS AND STANDARDS COMMITTEE\***

**Thursday, October 20, 2022 – 9:30 a.m.  
Laguna Woods Village Cypress Room /Virtual Meeting  
24351 El Toro Road, Laguna Woods, CA 92637**

**REPORT**

**MEMBERS PRESENT:** Anthony Liberatore – Chair, Maggie Blackwell in for Reza Bastani

**OTHERS PRESENT:** Richard Rader

**MEMBERS ABSENT:** Cash Achrekar, Reza Bastani

**STAFF PRESENT:** Bart Mejia – Maintenance & Construction Assistant Director, Gavin Fogg – Manor Alterations Interim Manager, Abraham Ballesteros – Manor Alterations Inspector II, Sandra Spencer – Administrative Assistant

**1. Call to Order**

Chair Liberatore called the meeting to order at 9:55 a.m. after a short recess in order to obtain a quorum.

**2. Acknowledgement of Media**

No media present.

**3. Approval of Agenda**

Hearing no objection, the agenda was approved by unanimous consent.

**4. Approval of Meeting Report for August 18, 2022**

Hearing no objection, the meeting report for August 18, 2022 was approved by unanimous consent.

**5. Chair's Remarks**

Chair Liberatore thanked Director Blackwell for standing in for an absent director and apologized to the members for the lack of participation by the committee members.

**6. Member Comments - *(Items Not on the Agenda)***

None.

**7. Division Manager Update**

Mr. Mejia informed the committee that Gavin Fogg is the Interim Manager for Manor Alterations as Robbi Doncost has separated from employment; efforts continue to improve customer service; and the current standards will be reviewed and revised as needed.

**8. Monthly Mutual Consent Report**

Consent: *All matters listed under the Consent Calendar are considered routine and will be enacted by the Committee by one motion. In the event that an item is removed from the Consent Calendar by members of the Committee, such item(s) shall be the subject of further discussion and action by the Committee.*

Hearing no objection, the Consent Report was approved unanimously.

**9. Variance Requests**

**A. 773-C – Non-Standard Wrought Iron Entry Gate**

Mr. Ballesteros introduced the variance and answered questions from the committee. The committee reviewed the variance and moved a recommendation for approval to the Board.

Items for Discussion:

None.

Items for Future Agendas:

- TBD

Concluding Business:

**10. Committee Member Comments**

- Chair Liberatore apologized for the lack of participation from the committee members and thanked Director Blackwell for filling in for an absent director.
- Director Blackwell commented that she is pleased with the work of the committee and staff.

**11. Date of Next Meeting – November 17, 2022 at 9:30 a.m.**

**12. Adjournment**

The meeting was adjourned at 10:06 a.m.



Anthony Liberatore, Chair

Anthony Liberatore, Chair  
Bart Mejia, Staff Officer  
949-597-4616







**OPEN MEETING**

**REPORT OF THE REGULAR OPEN MEETING OF THE  
UNITED LAGUNA WOODS MUTUAL  
MAINTENANCE AND CONSTRUCTION COMMITTEE**

**Wednesday, October 26, 2022 - 9:30 a.m.  
24351 El Toro Road, Laguna Woods, CA 92637  
Board Room and Virtual with Zoom**

**MEMBERS PRESENT:** Reza Bastani - Chair, Maggie Blackwell (in for Pat English), Pearl Lee

**MEMBERS ABSENT:** Lenny Ross, Advisor Ken Deppe

**OTHERS PRESENT:** Richard Rader

**STAFF PRESENT:** Manuel Gomez – Maintenance & Construction Director, Bart Mejia – Maintenance & Construction Assistant Director, Ian Barnette – Maintenance & Construction Assistant Director, Guy West – Projects Division Manager, Roberto Valdovinos - Maintenance Operations Manager, Sandra Spencer – Administrative Assistant

**REPORT**

**1. Call to Order**

Director Bastani called the meeting to order at 9:30 a.m.

**2. Acknowledgement of Media**

The meeting was being broadcast on Granicus and Zoom. No media was present.

**3. Approval of Agenda**

Hearing no objection, the agenda with the amendment removed was approved by unanimous consent.

**4. Approval of Meeting Report from August 24, 2022**

Hearing no objection, the meeting report was approved.

## **5. Chair's Remarks**

Chair Bastani remarked that the prior chair of the committee has resigned.

## **6. Member Comments - (Items Not on the Agenda)**

- Staff read an email submitted by a member's relative regarding a plumbing issue.

Mr. Gomez responded to the comment. Staff will review the issue with Maintenance personnel and will follow up with the member.

## **7. Department Head Update**

Mr. Gomez reminded the committee about the Contractor Open House event scheduled for October 27, 2022.

Consent: *All matters listed under the Consent Calendar are considered routine and will be enacted by the committee by one motion. In the event that an item is removed from the Consent Calendar by members of the committee, such item(s) shall be the subject of further discussion and action by the committee.*

## **8. Project Log**

## **9. Solar Production Report**

The project log and solar production report were pulled for discussion. Staff answered questions from the committee and members. The consent calendar was approved unanimously.

## Items for Discussion and Consideration:

## **10. Balcony Inspection Status**

Mr. West updated the committee via a PowerPoint presentation on the exterior elevated elements inspection project and answered questions from the committee. Of the 52 buildings scheduled to be inspected in 2022, 28 have been completed to date; residents are mailed notifications 30 days in advance of the inspection date; repairs vary in scope and all repairs are scheduled appropriately and recorded; information is available on the website.

**11. 2022/2023 Shepherd's Crook Project Status**

Mr. West updated the committee via a PowerPoint presentation on the Shepherd's Crook installation project and answered questions from the committee. Of the estimated 21,000 linear feet of barbed wire on top of the perimeter walls in United, a total of 3,884 linear feet of Shepherd's Crook has been installed as replacement for the barbed wire; 320 linear feet was completed in 2022 and 300 linear feet is planned for 2023 with a budget of \$35,000. The Third M&C Committee is considering discontinuing installation of the remaining Shepherd's Crook as replacement to the barbed wire. Staff will keep the United M&C committee apprised of any updates.

**12. Solar Panel Policy**

- a. United Section 35 – Solar Panels 1 Story Buildings
- b. United Section 42 – Solar Panels 2 Story Buildings

Mr. Mejia introduced the standards and informed the committee that there are discrepancies between the standards regarding leasing of solar panels on buildings with shared roofs. Staff answered questions from the committee.

A motion was made to refer this item to the Architectural Controls and Standards Committee for further review and updates. The motion was approved by unanimous consent.

Items for Future Agendas: *All matters listed under Future Agenda Items are items for a future committee meeting. No action will be taken by the committee on these agenda items at this meeting.*

- Options for Improving Delivery of Hot Water to Individual Manors

Director Lee left the meeting at 10:38 a.m.

Concluding Business:

**13. Committee Member Comments**

- Director Blackwell commented on installation of InSinkErator instant hot water heaters and potential changes to committee membership.
- Chair Bastani commented on the water heater replacement program and directed staff to prepare a staff report on the cost savings for extending the replacement of water heaters beyond the 10-year warranty period.

**14. Date of Next Meeting:** December 28, 2022

**15. Recess** - The meeting was recessed at 10:53 a.m.

**DRAFT**

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Reza Bastani, Chair

Reza Bastani, Chair  
Manuel Gomez, Staff Officer  
Telephone: 949-268-2380



FINANCE COMMITTEE MEETING  
REPORT OF THE REGULAR OPEN SESSION

Wednesday, October 19, 2022 – 1:30 p.m.  
Hybrid Meeting

**DIRECTORS PRESENT:** Jim Hopkins – Chair, Elsie Addington, Mark Laws, Jim Cook  
(Alternate for Donna Rane Szostak), Azar Asgari, Lenny Ross, Diane Casey

**DIRECTORS ABSENT:** Donna Rane-Szostak, Debbie Dotson, Pat English

**ADVISORS PRESENT:** Rosemarie DiLorenzo

**STAFF PRESENT:** Steve Hormuth, Jose Campos, Erika Hernandez

**OTHERS PRESENT:** GRF – Bunny Carpenter, Egon Garthoffner, Juanita Skillman, Reza Karimi, Joan Milliman

**Call to Order**

Director James Hopkins chaired the meeting and was called to order at 1:34 p.m.

**Acknowledgement of Media**

The meeting was streamed via Zoom for members of the community to participate virtually.

**Approval of Meeting Agenda**

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

**Approval of the Regular Meeting Report of August 17, 2022**

A motion was made and carried unanimously to approve the committee report with the following change:

- Move Debbie Dotson's and Diane Casey's name from "Directors Present" to "Others Present".

**Chair Remarks**

Director Hopkins made a statement in response to an entry submitted in the Global by a member.

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

None.

**Department Head Update**

Steve Hormuth, Director of Financial Services, briefly touched base on GRF's investment portfolio as of September 30, 2022 and the upcoming meetings calendar.

### **Review Preliminary Financial Statements dated September 30, 2022**

The committee reviewed the financial statements dated September 30, 2022. Questions were addressed.

### **Proposed Defunding at Year End**

Jose Campos, Assistant Director of Financial Services, presented a staff report recommending to defund capital projects as follows: three items from the Equipment fund, one from Facilities Fund and reducing one from the Equipment Fund by December 31, 2022. The capital items will be closed out at year end and be replaced with 2023 capital items. A motion was made and moved by Director Elsie Addington to accept staff's recommendation to be presented at the next board meeting. Director Sue Stephens seconded. Discussion ensued. Hearing no objections, the motion passed unanimously.

### **Endorsement from Standing Committees**

Communities Activity Committee – Garden Center Rental Fees. Steve Hormuth presented a staff report provided by the CAC recommending the board to approve the proposed schedule of Garden Rental Fees with effective date January 1, 2023. A motion was made and moved by Director Addington to accept and endorse this recommendation to be presented at the next Board meeting. Director Azar Asgari seconded. Discussion ensued. Hearing no objections, the motion passed by unanimous decision.

Security and Community Access Committee – Aliso Creek “No bicycle Signage”. Steve Hormuth presented a staff report provided by the SCAC recommending a supplemental appropriation in the amount of \$740 from the Equipment fund for the purpose of adding 4 universal “Bicycles are prohibited” signage to the main entrance of the Aliso Creek Park. A motion was made and moved by Director Stephens to accept and endorse staff recommendation to be presented at the next board meeting. Director Addington seconded. Discussion ensued.

Director Stephens retracted her motion. No vote took place.

Director Diane Casey left at 3:40pm.

Director Hopkins made a motion to send the report back to the SCAC committee with recommendations for consideration. Hearing no objections, the motion passed unanimously.

### **Future Agenda Items**

None.

### **Committee Member Comments**

None.

### **Date of Next Meeting**

Wednesday, December 21, 2022 at 1:30 p.m.

### **Recess to Closed Session**

The meeting recessed to closed session at 3:44 p.m.

*JW HOPKINS*

[JW HOPKINS \(Oct 30, 2022 18:57 PDT\)](#)

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James Hopkins, Chair

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**OPEN MEETING****MINUTES OF THE REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION  
STRATEGIC PLANNING COMMITTEE**

**Monday, October 3, 2022 – 1:30 p.m.  
BOARD ROOM/VIRTUAL MEETING  
Laguna Woods Village Community Center 24351 El Toro Road**

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**Director Present:** Debbie Dotson, Mark Laws, Nathaniel Ira Lewis, Diane Casey, Ryna Rothberg, Joan Milliman, James Hopkins

**Directors Absent:** Gan Mukhopadhyay, Anthony Liberatore, Cash Achrekar

**Staff Present:** CEO-Siobhan Foster, Makayla Schwietert, Paul Nguyen

**Others Present:** Richard Rader (Advisor)

**1. Call to Order—Director Dotson, Chair**

Chair Dotson called the meeting to order at 1:30 p.m. and established that a quorum was present.

**2. Approval of the Agenda**

Chair Dotson requested the addition of Item 6c. Broadband Status Update, Item 6d. Website Status Update, and Item 6e. Space Planning (Oral Discussion).

Hearing no changes or objections, Chair Dotson declared the agenda as approved unanimously.

**3. Approval of the Minutes****a. GRF Strategic Planning Committee Meeting – May 02, 2022**

Hearing no changes or objections, Chair Dotson declared the minutes of May 02, 2022 as approved unanimously.

**4. Chair's Remarks**

Chair Dotson commented on the following:

- Goal for today is to discuss comments and ideas from committee members, and hopefully end the meeting with some new goals for the future.

## **5. Old Business**

### **a. Committee Member Responses to Internal Survey**

Chair Dotson provided a presentation on the Internal Survey with responses from committee members.

Discussion ensued among the committee.

### **b. Discussion of Ideas**

The committee further discussed ideas that can be brought back at future meetings.

## **6. New Business**

### **a. Status of Corporate Vote on Building E Replacement**

Chair Dotson provided an update regarding Building E Replacement vote results from the Corporate Members.

Discussion ensued among the committee.

### **b. Set 3 Goals for 2023**

Chair Dotson and the Committee discussed the following goals for 2023:

- Obtain trend reports.
- Recreational space utilization consultant.

## **THIS ITEM WAS ADDED DURING APPROVAL OF AGENDA**

### **c. Broadband Status Update**

Chair Dotson commented on a study that took place to advise on strategic planning for broadband services.

Discussion ensued among the committee.

## **THIS ITEM WAS ADDED DURING APPROVAL OF AGENDA**

### **d. Website Status Update**

Chair Dotson provided a brief update regarding the status of the Website renewals.

## **THIS ITEM WAS ADDED DURING APPROVAL OF AGENDA**

### **e. Space Planning (Oral Discussion)**

Chair Dotson commented that over the years, the need for space planning has been discussed.

Chair Dotson has requested a short-term ad-hoc committee be formed to move forward on the Building-E space planning project.

## **7. Next Meeting – TBD**

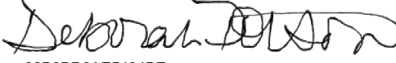
## **8. Committee Member Comments**

- Director Hopkins commented on the importance of obtaining a trends report, as the facts are the most important things to gather
- Chair Dotson commented Board Elections are in some way a form of Strategic

Planning. Sometimes change in Boards are needed, and sometimes they are not. The importance that a Member has proper experience, and want to be on a Board to make a difference.

## **9. Adjournment**

There being no further business the meeting was adjourned at 3:25 p.m.

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Debbie Dotson, Chair  
GRF Strategic Planning Committee

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## **OPEN MEETING**

### **REPORT OF THE REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION COMMUNITY ACTIVITIES COMMITTEE**

Thursday, October 13, 2022 – 1:30 p.m.  
Board Room/Virtual Meeting

**MEMBERS PRESENT:** Yvonne Horton, Chair, Elsie Addington, Maggie Blackwell, Diane Casey, Cush Bhada, Ryna Rothberg, Joan Milliman, Dennis Boudreau, Ajit Gidwani

**MEMBERS ABSENT:** Annie McCary

**OTHERS PRESENT:** Bunny Carpenter, Juanita Skillman, Mark Laws

**STAFF PRESENT:** Alison Giglio, Jennifer Murphy, Tom McCray, Laura Cobarruviaz, Jackie Chioni

#### **Call to Order**

Chair Horton called the meeting to order at 1:34 p.m.

#### **Acknowledgement of Media**

There was no press present.

#### **Approval of Agenda**

Director Rothberg made a motion to approve the agenda, no second.

Motion passed unanimously.

#### **Approval of Committee Report for September 8, 2022**

Director Bhada made a motion to approve the report, Director Rothberg seconded.

Motion passed unanimously.

#### **Chair's Remarks**

Chair Horton introduced Ms. Giglio as the Interim Recreation and Special Events Director and welcomed the audience.

#### **Report of the Recreation and Special Events Director**

Ms. Giglio stated the following past events: Grandparents Fun Day was held at Clubhouse 5 with approximately 300 attendees including children and adults; the Italian Buffet held at Clubhouse 5 hosted 140 attendees; the Health and Wellness Expo held at Clubhouse 5 had approximately 500 attendees who were treated to giveaways, raffles, lunch and smoothie samples (this event hosted 26 total sponsors including the presenting sponsor, Memorial Care, who provided screenings and guest speakers).

Ms. Giglio stated the following facility and operational updates: the Garden Center Volunteer Program is thriving with 20 volunteers who help maintain both garden centers' common areas, tools and barns, plot numbering and tool painting; expanded hours at the Clubhouse 1 Fitness Center are now Monday through Friday opening at 7 a.m. and the Community Fitness Center now open Saturday and Sunday, 8 a.m. to 2 p.m.; Clubhouse 1 bocce ball area doors were replaced and painted, shuffleboard room doors were replaced and painted, tile near the Pool 1 entrance and billiard area was re-grouted; billiard table felt was replaced and one cushion was replaced and a second billiard table was re-leveled; Clubhouse 2 has expanded hours to Monday through Friday, 8 a.m. to 10 p.m. with the addition of one new staff member and the sound system has been repaired; the billiards players have returned to the Performing Arts Center and have been enjoying return to play and a yoga class has been offered on Wednesdays with steady attendance by residents; Clubhouse 5 is fully operational with the addition of two new staff members and staff is currently working with electricians to have additional lighting installed at Pool 5; plants have been replaced and the A/C unit in the dining room has been repaired at Clubhouse 6; Clubhouse 7 is now open on Sunday evenings and taking reservations for Monday through Fridays, 8 a.m. to 5 p.m. and Sunday, 8 a.m. to 10 p.m. all due to the addition of three staff members; Pool 1 is currently closed for approximately 6-8 weeks for maintenance and renovations, including locker room maintenance and new plastering (painting/power washing/tile replacement); Pool 2 will be the next to close with all pool maintenance expected to be completed by May 27; a full schedule of approximate pool closure dates is listed on the Laguna Woods Village website under Amenities/Fitness and Sports/Swimming; the Equestrian Center waitlist has been reduced by approximately 10 this month with adding additional clients to lesson program; two new horses are on trial for the lesson program and one more will be arriving this month; Murphy (horse with degenerative disease that could not work) has retired to Hoofs and Woofs rescue by way of generous donations directly to the rescue for his care; Help the Herd will host the Sound Bath Meditation fundraiser on October 14 and this second phase of the Help the Herd Fund has successfully raised over \$20,000 for the Equestrian Center approved projects this year; the Library held its first Volunteer Appreciation Party in three years showcasing the last 12 months of achievements by 63 volunteers which included greeting 29,845 visitors, checking in/out 26,242 cataloged items; shelving of 39,635 items; purchasing 511 new items; addition of 413 donated items and labeling/shelving of countless paperbacks, magazines, music CDs, puzzles and World Language books.

Mr. McCray stated golf maintenance completed fall maintenance including aerification and planting winter grass; some irrigation issues are being addressed; an email was sent to all

golfers regarding knotweed infestation in areas of the 27-hole course as staff needed to kill off those areas and will be planting new grass once seeds are deemed dead; the driving range project is scheduled to begin in March, 2023 and will include a 5-foot fence to be installed next week which will result in a temporary closure while the fence is being installed; some new staff will need to be hired that have a current spraying license; held short game clinic which was very successful; week two of the Silver Tees program which includes teaching those new golfers how to interact on the golf course, how to book tee times, fit in with pace of play, cart etiquette, etc. hosted approximately 12 attendees.

Ms. Murphy stated the Garden Center team will host a worm farming training class for \$15 each at Clubhouse 7 on October 14, 1 to 3 p.m.; the Equestrian Center free Halloween Hoedown will be hosted on October 22, 4 to 7 p.m. in conjunction with the Garden Center scarecrow contest from 3 to 5 p.m. and both events will have trick-or-treating for all who attend; the Village Bazaar will be hosted at Clubhouse 5 on October 22, 10 a.m. to 2 p.m.; Clubhouse 5 will host Oktoberfest on October 24 at 5 p.m. and tickets may be purchased for \$25 at the Clubhouse 5 office; the Arts and Crafts Bonanza will be held at Clubhouse 4 on Saturday, November 5, 9 a.m. to 4 p.m. and Sunday, November 6, 10 a.m. to 3 p.m.; the Thanksgiving buffet will be held at both Clubhouse 2 and Clubhouse 5 at 1 p.m. and tickets go on sale next Thursday, October 27; the Performing Arts Center will host five individual acts for a festive New Year's Eve event at 7:30 p.m. and tickets are on sale now at the box office.

### **Member Comments (Items Not on the Agenda)**

Members were called to speak regarding the following: lane lines; pool hours at clubhouse 5; Emeritus classes offered at two different pools instead of classes held at one pool, one after another; a club fair to promote clubs.

Ms. Murphy stated the Recreation Department has planned a club expo in May, 2023 and will inform the resident member.

Staff was directed to follow up on the pool comments from the resident member.

### **CONSENT**

Director Bhada made a motion to approve the consent calendar, Director Casey seconded.

Motion passed unanimously.

### **REPORTS**

None

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

**Saddleback Church Club Request for Exception to Clubhouse Holiday Hours** – Ms. Murphy read the recommendation regarding the Saddleback Church Club request for an exception to Clubhouse Holiday Hours, resolution 90-20-19.

Director Casey made a motion to approve Saddleback church exception to Clubhouse Holiday Hours for one service only on January 1, 2023 and to include all additional costs.

Chair Horton amended the motion to state to approve all church exception to Clubhouse Holiday Hours for one service only on January 1, 2023 and to include all additional costs, Director Milliman seconded.

Discussion ensued.

Members were called to speak regarding the following: the church is willing to make it one service for this day and will pay the additional fees; charging the church full cost.

Motion passed unanimously.

Staff was directed to change policy for future January 1 religious club scheduling conflicts.

**Equestrian Center Operating Rules** – The staff recommendation of the amended Recreation and Special Events Department Equestrian Center Operating Rules was presented.

Director Bhada made a motion to approve the amended Equestrian Center Operating Rules as presented, Director Rothberg seconded.

Discussion ensued.

Members were called to speak regarding the following: clarification of visiting hours.

Motion passed unanimously.

**Equestrian Center Horse Boarding Agreement** – The staff recommendation of the Horse Boarding Agreement was presented.

Director Casey made a motion to approve the Horse Boarding Agreement as presented, Director Milliman seconded.

Discussion ensued.

Motion passed unanimously.



### **ITEMS FOR FUTURE AGENDAS**

**Facility Operating Rules**– Staff was directed to keep this item under Items for Future Agendas.

**Performing Arts Center Rental Fees** – Staff was directed to keep this item under Items for Future Agendas.

**Poster Policy Review** – Staff was directed to bring this item to the Community Activities Committee on November 10, 2022.

### **CONCLUDING BUSINESS**

#### **Committee Member Comments**

Advisor Gidwani thanked Recreation staff for doing a wonderful job of contracts and operating rules for Equestrian Center. Chair Horton thanked President Carpenter and the Equestrian Supervisor for their contribution.

Director Rothberg stated Happy Halloween.

Director Casey stated great meeting.

Director Milliman stated great meeting.

Director Bhada stated great meeting.

Director Addington welcomed Ms. Giglio, thanked President Carpenter for contribution to the Equestrian contract information and thanked staff. She stated great meeting and thanked the audience for being receptive.

Chair Horton stated good meeting and thank you.

#### **Date of Next Meeting**

The next regular meeting of the GRF Community Activities Committee will be held both in the board room and virtually via the Zoom platform at 1:30 p.m. on Thursday, November 10, 2022.

#### **Adjournment**

There being no further business, the Chair adjourned the meeting at 2:46 p.m.

\_\_\_\_Yvonne Horton\_\_\_\_

Yvonne Horton, Chair

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**OPEN MEETING**

**REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION  
LANDSCAPE COMMITTEE  
WEDNESDAY, SEPTEMBER 14, 2022 – 1:30 P.M.  
BOARD ROOM / VIRTUAL MEETING  
Laguna Woods Village Community Center  
24351 El Toro Road**

**REPORT**

**COMMITTEE MEMBERS PRESENT:** Chair – Juanita Skillman, Reza Karimi, Ira Lewis, Diane Casey, Maggie Blackwell

**COMMITTEE MEMBERS ABSENT:** Annie McCary

**OTHERS PRESENT:** Bunny Carpenter, Yvonne Horton, Joanna Kipper (Biologist from Chambers Group, inc.)

**ADVISORS PRESENT:** Lynn Jarrett

**STAFF PRESENT:** Kurt Wiemann, Jayanna Abolmoloki

**1. Call Meeting to Order**

Chair Skillman called the meeting to order at 1:32 p.m.

**2. Acknowledgment of Media**

No press was present.

**3. Approval of the Agenda**

Director Karimi made a motion to approve the agenda. Director Lewis seconded. The committee was in unanimous support.

**4. Approval of the Meeting Report for June 6, 2022**

The report was approved without objections.

**5. Committee Chair Remarks**

Chair Skillman addressed the audience by reminding them that the GRF Landscape Committee typically highlights items of particular interest.

## **6. Department Head Update**

### **6a. Irrigation Control Project Update**

Mr. Wiemann stated that GRF owns the irrigation controls for the entire community and informed the audience that the current system is almost 25 years old. Mr. Wiemann updated the committee by stating that he is waiting on the first set of controllers to be delivered. Mr. Wiemann also reminded the committee that the new system is eligible for rebates.

Members made comments and asked questions.

## Reports

### **7. Update on the Creek (Presentation)**

Mr. Wiemann introduced Joanna Kipper, the Biologist working with Landscape Services to preserve Aliso Creek. Ms. Kipper presented a slide show containing images and information regarding the creek.

Members made comments and asked questions.

### **8. Drought Tolerant Plants (Presentation)**

Mr. Wiemann discussed the many drought tolerant plants depicted in the slide show presented. Mr. Wiemann also shared that Landscape Services will be replanting the Gate 1 area as a pilot to display multiple drought tolerant plants. Mr. Wiemann stated that United Mutual will soon have a passive park planted full of drought tolerant plants, and it will be pet-friendly. Mr. Wiemann recommends that residents purchase their drought tolerant plants from nurseries, in lieu of big box stores.

Members made comments and asked questions.

## Items for Discussion and Consideration

### **9. Member Comments (Items Not on the Agenda)**

Several members made comments and asked questions. Topics included:

- The history of Conservators of the Creek
- Request to speak at a Fish, Game, and Wildlife Meeting
- Willow trees near Aliso Creek
- Request to re-plant butterfly-friendly bushes near Aliso Creek
- Informational brochures available at the History Center

### **10. Response to Members Comments**

Kurt Wiemann and Joanna Kipper both responded to member comments.

Concluding Business:

**11. Committee Member Comments**

Advisor Lynn Jarrett stated that she appreciates the presentations shared. She also stated that Bob Merget's previous presentation given should be turned into a YouTube video.

Director Blackwell stated that What's Up in the Village should soon contain information on drought tolerant plants.


Director Casey commented that she is doing good things with the United Tree Ad Hoc Committee.

Director Lewis stated he is happy that this information is getting to the public.

Director Karimi appreciates what Landscape Services is doing in Aliso Creek.

**12. Date of Next Meeting – Wednesday, December 14, 2022 at 1:30 p.m.**

**13. Recess for Special Closed Session at 3:18 p.m.**

  
Juanita Skillman (Sep 26, 2022 11:19 PDT)

Juanita Skillman, Chair

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**OPEN MEETING**

**REPORT OF THE REGULAR MEETING OF THE  
GOLDEN RAIN FOUNDATION  
MAINTENANCE AND CONSTRUCTION COMMITTEE\***

**Wednesday, October 12, 2022 – 9:30 a.m.  
24351 El Toro Road, Laguna Woods, CA 92637  
Board Room and Virtual with Zoom**

**REPORT**

**MEMBERS PRESENT:** Egon Garthoffner – Chair, Cash Achrekar, Jim Cook, Ralph Engdahl, Gan Mukhopadhyay, Lenny Ross, Sue Stephens  
Advisors Ajit Gidwani, Carl Randazzo, Bill Walsh

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** **GRF:** Elsie Addington, Bunny Carpenter, Juanita Skillman  
**Third:** Cush Bhada  
**United:** Reza Bastani  
Richard Rader

**STAFF PRESENT:** Guy West – Staff Officer & Projects Division Manager, Bart Mejia – Maintenance & Construction Assistant Director, Ian Barnette – Maintenance & Construction Assistant Director, Laurie Chavarria – Sr. Management Analyst, Sandra Spencer – Administrative Assistant

**1. Call to Order**

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

**2. Acknowledgement of Media**

Chair Garthoffner noted that no media was present.

**3. Approval of the Agenda**

Hearing no objection, the agenda was approved as written.

**4. Approval of Meeting Report for August 10, 2022**

Hearing no objection, the August 10, 2022 meeting report was approved unanimously.



## **5. Chair's Remarks**

Chair Garthoffner commented on a statement in the VMS Agreement regarding the principals of cooperative effort and stressed the goal of the committee to work together, discuss controversial issues calmly, and to reach a consensus.

## **6. Member Comments**

A member commented via email on EV charging in Laguna Woods Village. The committee addressed the comments and discussed the topic.

## **7. Department Head Update**

Mr. West commented that repairs to the swamp cooler in the archery range will be made but there are no plans to replace it with an HVAC unit at this time. Mr. West also commented that a meeting has been scheduled for 11:00 a.m. on October 19, 2022 with the representatives from each mutual and 27 Diamonds, the interior design consultant for CH1 and the PAC lobby restrooms.

### Consent:

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

The Project Log was pulled for discussion. Mr. West provided an overview of the projects and answered questions from the committee.

Mr. Mejia updated the committee on the status of SCE's evaluation of potential EV charging sites. Of the 7 sites that were initially evaluated, 3 met the requirements: CH3, CH4 and CH5. Discussion ensued regarding the number of charging stations per site; the loss of parking spaces; and SCE's approval criteria.

Mr. Mejia suggested the results of the SCE evaluation be presented at a special M&C committee meeting. Staff was directed to schedule the meeting at Clubhouse 2 (or similar venue) to provide an opportunity for residents to participate in a discussion on this important topic.

## **8. Project Log**

## **9. ChargePoint Summary**

The consent calendar was approved unanimously.

### Items for Discussion and Consideration:

## **10. Building E – Open Discussion**



President Carpenter requested the item be tabled at this time. After discussing the reasons for tabling the item, Chair Garthoffner approved the request.

#### **11. Call Center Completion**

Mr. West presented a PowerPoint update on the completion of the project to add 11 new work stations in the call center on the first floor of the community center.

#### **12. Warehouse Dock Leveler Completion**

Mr. West presented a PowerPoint update on the completion of the warehouse replacement of the dock leveler, bumpers, straps, concrete pad, and removable bollards.

#### **13. Equestrian Hay Barn**

Mr. West presented a staff report recommending the purchase of lightweight curtains to protect the hay bales stored at the equestrian barn. A motion was made to approve staff's recommendation. The motion passed by unanimous consent.

#### **14. 2023 Equestrian Center Arena Lighting**

Mr. West presented a PowerPoint overview of the preliminary scope for the lighting options at the equestrian center which have been budgeted for 2023.

#### **15. 2023 Equestrian Center Fencing and Gate**

Mr. West presented a PowerPoint overview of the preliminary scope for the gate and fencing options at the equestrian center which have been budgeted for 2023.

Future Agenda Items: *All matters listed under Future Agenda Items are items for a future committee meeting. No action will be taken by the committee on these agenda items at this meeting.*

- Maintenance Service Center Generator
- EMS Status Update
- MelRok Energy Management System
- SCE EV Charging Stations
- 2023 Projects Overview

#### Concluding Business:

#### **16. Committee Member Comments**

- Director Ross commented on the need for financial transparency on large projects; and potential cost sharing of projects at the equestrian center.
- Advisor Randazzo commented on solar panel installation for EV charging.
- Advisor Gidwani thanked the committee and staff for their hard work and dedication to

the village.

- President Carpenter commented on reserve funding for projects.
- Advisor Walsh agreed that a separate special meeting on EV charging would be beneficial.
- Director Bhada commented on deferred maintenance.
- Director Cook, Achrekar and Chair Garthoffner commented on the need for economy in spending.
- Director Mukhopadhyay commented on space planning for the community center.

**17. Date of Next Meeting:** Wednesday, December 14, 2022 at 9:30 a.m.

**18. Adjourn** – The meeting was adjourned at 11:52 a.m.



Egon Garthoffner, Chair

Egon Garthoffner, Chair  
Guy West, Staff Officer  
Telephone: 949-268-2380



## **OPEN MEETING**

### **REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION MEDIA AND COMMUNICATIONS COMMITTEE**

**Monday, October 17, 2022 – 1:30 p.m.  
Board Room / Virtual Hybrid Meeting**

#### **REPORT**

**Members Present:** Chair Joan Milliman; Directors Maggie Blackwell, James Cook, Juanita Skillman; Advisors Carmen Pacella, Lucy Parker

**Members Absent:** Directors Annie McCary, Ryna Rothberg; Advisors Theresa Frost, Lynn Jarrett, Tom Nash

**Others Present:** Bunny Carpenter

**Staff Present:** Eileen Paulin, Susan Logan-McCracken

#### **1. Call to Order**

The meeting was called to order at 1:30 p.m. and a quorum was established by Chair Milliman.

#### **2. Acknowledgement of Media**

None present.

#### **3. Approval of Agenda**

Approved by unanimous consent.

#### **4. Approval of Report for September 19, 2022**

Approved by unanimous consent.

#### **5. Chair's Remarks**

Chair Milliman welcomed everyone in attendance and stated that a special closed session will take place in the Sycamore Room following this open meeting and a short recess.

#### **6. Member Comments**

None.

## **Items for Discussion**

### **7. Media and Communications Report – Eileen Paulin**

Ms. Paulin asked the committee if they had any questions on the Media and Communications Activities Report.

Ms. Paulin stated that Paul Ortiz received an Employee Excellence Award and that the awards ceremony is occurring during this meeting. However, he could not be here today because he was attending an industry conference. He has done an outstanding job in stepping into the Broadband Services general manager role.

Ms. Paulin discussed the board training on November 18.

Director Skillman asked whether the number of prospective residents in attendance on the docent tours included new residents. A discussion ensued that they are mostly prospective residents but some new residents may be included in that number if spaces on the tour buses are available.

Director Cook asked about the change in time from 4:30 to 5 p.m. on the October 19 Third Mutual new resident orientation. Staff confirmed that the time changed for this new resident orientation only. The October 20 docent tour starts at 9 a.m. in the Elm Room.

### **8. Broadband Ad Hoc Committee Report – Eileen Paulin**

Ms. Paulin discussed the upcoming meeting following MACC in the Sycamore Room. She reported that in the last meeting The Broadband Group (TBG) gave a presentation on their work in the past 18 months. TBG's financial analyst will join today's meeting.

### **9. Website Ad Hoc Committee Report – Eileen Paulin**

Ms. Paulin reported that we're waiting on the RFP to move forward and that we received great feedback from the focus groups on the website, which she will present at the VMS board meeting on November 2.

### **10. Broadband Services Report – Eileen Paulin**

Ms. Paulin highlighted from the Subscriber Counts report:

- Internet use has been growing and in September 2022 increased to 10,896 subscribers.
- Premium channel subscriptions are continuing to decline.
- Foreign language channels are up.

She also discussed the positive feedback from residents regarding Broadband Services technicians and customer service.

## **Items for Future Agendas**

Status of expanding docent tours to Saturdays

**Concluding Business**

**Committee Member Comments**

None

**Date of Next Meeting – Monday, November 21, 2022, at 1:30 p.m.**

**Adjournment**

Chair Milliman adjourned the meeting at 1:52 p.m.

*p.p. Joan Milliman / SLM*  
Joan Milliman, Chair  
Media and Communications Committee

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**REPORT OF REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION  
MOBILITY AND VEHICLES COMMITTEE**

**Wednesday, October 5, 2022 – 1:30 p.m.**  
**Laguna Woods Village Community Center Board Room**  
**24351 El Toro Road, Laguna Woods, CA 92637**

**MEMBERS PRESENT:** Don Tibbetts (Chair), Egon Garthoffner, Cush Bada, Jim Cook (Alternate), Anthony Liberatore (Alternate), Pearl Lee, Margaret Bennett

**ADVISORS:**

**MEMBERS ABSENT:** John Frankel, Maggie Blackwell

**OTHERS PRESENT:** Bunny Carpenter, Juanita Skillman, Sue Stephens

**STAFF PRESENT:** Robert Carroll - General Services Director, Francisco Perez – Transportation Supervisor, Bob Merget – Landscape Manager, Liz Cortez – Administrative Coordinator

**1. Call to Order**

Chair Tibbetts called the meeting to order at 1:30 p.m.

**2. Acknowledgment of Media**

None present.

**3. Approval of the Agenda**

Hearing no objection, the agenda was approved by acclamation.

**4. Approval of Meeting Report for**

Hearing no objection, the regular meeting report of June 1, 2022 was approved by acclamation.

**5. Chair's Remarks**

None

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

Member Rhoda Lindner spoke on the Village bus system and the RFID chips residents utilize for ridership data.

**7. Response to Member Comments**

Chair Tibbetts responded to member's comments.

## **Reports**

### **8. Director's Report**

Staff provided the committee with a current overview of the Laguna Woods Village Transportation ridership for the Fixed-Route, Journey and BOOST transportation programs.

Staff also provided a map of Laguna Woods Transportation boundaries. Staff is following guidance from County/State mandates for mask requirements in public Transportation as it relates to COVID-19 restrictions.

The committee was provided with a delivery update of the vehicles per the 2021 capital approved purchases. The delay of new vehicle deliveries is a result of a worldwide chip shortage and supply change issues.

### **9. City of Laguna Woods Mobility Technology Plan Power Point Presentation**

Representatives of the firm IBI Group presented a power point presentation on Laguna Woods City's mobility and technology plan.

## **Items for Discussion**

### **10. Update on Fleet Right-Sizing Project**

The General Services department completed the first biannual Fleet Right-Sizing Assessment. This project is to ensure the number and types of vehicles in the GRF fleet are appropriate for supporting VMS operations.

Staff provided a report on the following items:

- Assessment resulted in the projected reduction of ten vehicles and one specialty equipment.
- Assessment resulted in ten vehicles that will be reduced to different vehicle classes when they are scheduled to be replaced.
- Assessment identified six vehicles that can be repurposed, shared, or pooled across departments.

The Fleet Right-Sizing Assessment includes approximately \$620,200 in savings over a four-year period.



Chair Tibbets commented on the report. Director Garthoffner suggested staff provide a list of the VMS vehicles and the departments they are assigned to. Director Bhada confirmed with staff the results of the report are being implemented.

At this time Member Steve Seyman commented on the Village's transportation operational hours.

**11. Vehicle Purchase – Two Ford Escape Plug-In Hybrid Vehicles for the Security Department**

Staff presented a report recommending the committee approve the purchase of two replacement Ford Escape vehicles for the Security Department in the estimated amount of \$79,996.

Director Cook made a motion to approve staff's recommendation, Director Liberatore seconded. The motion passed by unanimous decision.

**12. Vehicle Purchase – Four Ford F-250 Crew Cab Trucks for the Landscape Department**

Staff presented a report recommending the committee approve the purchase of four Ford F-250 trucks for the Landscape Department in the estimated amount of \$202,636.

Discussion ensued amongst directors. Director Cook made a motion to approve staff's recommendation, Director Liberatore seconded. The motion passed by unanimous decision.

**13. Equipment Purchase – Four Equipment Trailers for the Landscape and General Services Departments**

Staff presented a report recommending the committee approve the purchase of four equipment trailers for the Landscape and General Services Departments in the estimated amount of \$52,403.

Director Cook made a motion to approve staff's recommendation, Director Liberatore seconded. The motion passed by unanimous decision.

Director Garthoffner presented a power presentation to the committee on average maintenance costs over several years for various vehicle types.

**Items for Future Agendas:**

None.

**Concluding Business:**

**Committee Member Comments:**

None.

**Date of Next Meeting – Wednesday December 7, 2022 at 1:30 p.m.**

**Adjournment:**

The meeting was adjourned at 3:14 p.m.

*Don Tibbetts*

Don Tibbetts (Oct 19, 2022 10:00 PDT)



**REPORT OF THE REGULAR MEETING OF THE GOLDEN RAIN  
FOUNDATION DISASTER PREPAREDNESS TASK FORCE**

**Tuesday, September 27<sup>th</sup>, 2022 at 9:30 AM**

**HYBRID MEETING**

**MEMBERS PRESENT:** Chair: Eric Nuñez, Jim Cook, Gan Mukhopadhyay, Sue Stephens, Juanita Skillman, Rick Kopps, Cash Achrekar

**ADVISORS PRESENT:** Bruce Bonbright, Tom Soule

**OTHERS PRESENT:** Grace Stencel, Doug Gibson, Mike Epstein, Annie McCary

**STAFF PRESENT:** Cody DeLeon, Tom Siviglia, Paul Matheis

**THE MEETING WAS CALLED TO ORDER:** 9:37 AM

**ACKNOWLEDGEMENT OF THE PRESS:** None present.

**APPROVAL OF THE AGENDA:** By consensus, the agenda was approved.

**APPROVAL OF MEETING REPORT:** By consensus, the meeting report was approved.

**CHAIRS REMARKS:** Chair Nuñez began his remarks by expressing what an honor it is to be at the meeting and how appreciative he is to be given the opportunity to be the Chair on this committee. Chair Nuñez announced the retirement of Director John Frankel and emphasized his appreciation for his years of serving the board.

**MEMBER COMMENTS:** Director Achrekar mentioned to members and audience to be aware of email hacks and phishing attempts.

**REPORTS**

**RADIO & COMMUNICATIONS:** Bruce Bonbright shared that different participants are missing each drill, which means there are no consistent issues in reporting. Mr. Bonbright shared that the absences during radio drills are likely  
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due to vacations, illnesses, and other inconsistent occurrences. Mr. Bonbright thanked Jim Riedel for his dedication in successfully conducting the monthly radio drills.

**OFFICE MANAGER/ADVISOR:** Tom Soule reported that sales of emergency items are down.

**RECRUITMENT / RETENTION / TRAINING:** Director Juanita Skillman thanked Grace Stencel and Kim Costelloe for their hard work expressed while auditing the Disaster Preparedness supply cabinets at each clubhouse.

**GRF BOARD:** Director Gan Mukhopadhyay offered to assist in a risk/safety assessment of structures and surrounding areas. Chair Nuñez responded by thanking Director Mukhopadhyay for his support.

**UNITED BOARD:** Director Casey did not have anything to report

**THIRD BOARD:** Director Cook did not have anything to report.

**TOWERS:** Director Stephens introduced Rick Kopps as her replacement moving forward with DPTF meetings

**PET EVACUATION SUBMIT COMMITTEE:** Sandy Benson did not have anything to report regarding pet evacuation

## **DISCUSSIONS AND CONSIDERATIONS**

**DPTF RESCHEDULING CLUBHOUSE COORDINATOR MEETING:** Chair Nuñez apologized for the rescheduling of the Clubhouse Coordinator meeting emphasizing that it will take place before the Great Shakeout in October.

**RADIO CLUB MEETING UPDATE:** Chair Nuñez made various comments about the Radio Club Meetings

## **INTRODUCTION OF ED GREEN AS EMERGENCY SERVICES**

**COORDINATOR:** Chair Nuñez introduced Ed Green as the Emergency Services Coordinator. Mr. Green introduced himself with a brief history in his background and qualifications for the job.

**GREAT SHAKEOUT PLAN:** Chair Nuñez stated that radio drill exercises will be talked about at the rescheduled Clubhouse Coordinator meeting.

- Member mentioned previous Great Shakeout Events that were held

- Chair Nuñez responded with needing to take baby steps first citing community involvement as a priority over events
- Director Skillman offered to train staff who run classes at Clubhouse 4

#### **COMMUNITY EMERGENCY RESPONSE TEAM (CERT) INFORMATION:**

Cody DeLeon experienced audio issues while attempting to play CERT video. Chair Nuñez apologized for the technical issues and gave a brief description of how CERT operates. Chair Nuñez stated there needs to be more training at all levels of management.

- Director Skillman suggested coordinating with the city of Laguna Woods and training Directors on chain of command

#### **ITEMS FOR FUTURE AGENDAS**


- **INCIDENT COMMAND SYSTEMS (ICS)**

**MEMBER COMMENTS:** Director Stevens suggested reminders be sent out to Captains and Coordinators about future agenda items and trainings

**NEXT MEETING: November 29, 2022 at 9:30 a.m.**

**ADJOURNMENT: 10:38 AM**

**SUBMITTED BY:**

  
Eric R. Nuñez (Nov 1, 2022 09:48 PDT)

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