



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

**Tuesday, March 13, 2018 - 9:30 AM
Laguna Woods Village Community Center Board Room 24351 El Toro Road**

NOTICE OF MEETING AND AGENDA

- 1. Call to Order / Establish Quorum - Juanita Skillman, President**
- 2. Pledge of Allegiance – Director Tibbitts**
- 3. Acknowledge Media**
- 4. Approval of Agenda**
- 5. Approval of the Meeting Minutes**
 - a. February 13, 2018 - Regular Open Session
- 6. Report of Chair**
 - a. **Disaster Preparedness Task Force Update – Director Achrekar**
- 7. Open Forum (Three Minutes per Speaker) - *At this time Members may address the Board of Directors regarding items not on the agenda and within the jurisdiction of this Board of Directors. There is a maximum time limit of three minutes per speaker and a speaker may only address the Board once during this period. The Board reserves the right to limit the total amount of time allotted for the Open Forum.***
- 8. Responses to Open Forum Speakers**
- 9. Update from VMS – Director Liberatore**
- 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. Architectural Control and Standards Committee Recommendations:
 - (1) Approval recommendation – 312-F (Cordoba 1A6) – Install Windows in Existing Patio Wall Openings
 - (2) Approval recommendation - 765-A (La Corona, Plan 3B) – Request to Retain Patio Enclosure
- b. Landscape Committee Recommendations:
None
- c. Finance Committee Recommendations:
 - (1) Approval of Resolution to Record Lien against Member's ID; 947-381-35
- d. Entertain a Motion to Approve the Election Schedule for 2018

12. Unfinished Business

- a. Entertain a Motion to Approve a Resolution Endorsing the Handyman Program and Setting Policy (**March Initial Notification—must postpone 30 days to comply with Civil Code §4360**)
- b. Entertain a Motion to Introduce a Resolution Establishing a Policy for Directors' Access to Corporate Books and Records

13. New Business

- a. Entertain a Motion Approving a Resolution of the Committee Appointments for United and GRF
- b. Discuss and Consider a Revision to the Electrical Usage Reimbursement Policy

14. Committee Reports

- a. Report of the Finance Committee / Financial Report – Director Morrison
Next meeting March 27, 2018, 2:00 p.m. in the Sycamore Room.
- b. Report of the Architectural Control and Standards Committee – Director Dorrell. Next meeting March 15, 2018, 9:30 a.m. in the Sycamore Room.
- c. Report of the Communications Committee – Director Blackwell. Next meeting TBA.
- d. Report of Executive Hearings Committee - President Skillman. Next meeting March 22, 2018, 9:00 a.m. in the Willow Room.

- e Report of the Governing Documents Review Committee - President Skillman. Next meeting March 26, 2018, 2:00 p.m. in the Sycamore Room.
- f. Report of the Landscape Committee - Director Blackwell. Next meeting April 12, 2018, 9:00 a.m. in the Board Room.
- g. Report of the Maintenance & Construction Committee - Director Tibbetts. Next meeting April 25, 2018, 9:00 a.m. in the Board Room
- h. Report of the Resident Advisory Committee – Director Tibbetts. Next meeting April 19, 2018, 3:00 p.m. in the Sycamore Room

15. GRF Committee Highlights

- a. Report of the Finance Committee—Director Morrison. Next meeting April 18, 2018, 1:30 p.m. in the Board Room.
- b. Report of the Community Activities Committee—Director Dorrell. Next meeting May 10, 2018, 2:00 p.m. in the Board Room.
- c. Report of the Maintenance & Construction Committee—Director Tibbetts. Next meeting April 11, 2018, 9:30 a.m. in the Board Room.
- d. Report of the Media and Communication Committee—Director Blackwell. Next meeting March 14, 2018, 1:30 p.m. in the Board Room.
- e. Report of the Mobility and Vehicles Committee—Director Achrekar. Next meeting April 4, 2018, 1:30 p.m. in the Board Room.
- f. Report of the Security and Community Access Committee—Director Tibbetts. Next meeting April 26, 2018, 1:30 p.m. in the Board Room.
 - Laguna Woods Village Traffic Hearings – Director Achrekar
Next meeting March 21, 2018, 9:00 a.m. in the Board Room and 1:00 p.m. in the Cypress Room

16. Future Agenda Items - *All matters listed under Future Agenda Items are Resolutions on 30-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.*

- a. Entertain a Motion to Introduce a Resolution for Closets and Interior Partition Walls Policy (**FEBRUARY Initial Notification—must postpone 30 days to comply with Civil Code §4360**)
- b. Entertain a Motion to Introduce a Resolution Establishing a Policy and

Application for Co-Occupants (FEBRUARY Initial Notification—must postpone 30 days to comply with Civil Code §4360)

17. Directors' Comments

- 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.*

EXECUTIVE SESSION NOTICE AND AGENDA

Approval of Agenda

Approval of the Following Meeting Minutes;

(a) February 13, 2018 – Regular Executive Session

Discuss and Consider Member Matters

Discuss Personnel Matters

Discuss and Consider Contractual Matters

Discuss and Consider Litigation Matters

19. Adjourn



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

Tuesday, February 13, 2018

The Regular Meeting of the Board of Directors of United Laguna Woods Mutual, a California Non-Profit Mutual Benefit Corporation, was held on Tuesday, February 13, 2018, at 9:30 a.m. at 24351 El Toro Road, Laguna Woods, California.

Directors Present: Juanita Skillman, Janey Dorrell, Don Tibbets, Maggie Blackwell, Gary Morrison, Cash Achrekar, Manuel Armendariz, Reza Bastani, Pat English, Steve Leonard and Andre Tornig

Directors Absent: None

Staff Present: Open Session: Lori Moss, Cheryl Silva and Kurt Weimann

Executive Session: Brad Hudson and Cheryl Silva

Others Present: Jeff Beaumont, Esq. of Beaumont Tashjian
VMS: Dick Rader and Mary Stone
Carrie Weldon and Eileen Paulin

1. Call Meeting to Order/Establish Quorum

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

2. Pledge of Allegiance

Director Dorrell led the Pledge of Allegiance.

3. Acknowledge Media

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

4. Approval of Agenda

President Skillman asked for approval of the agenda.

Director Blackwell made a motion to approve the minutes as presented. The motion was seconded by Director Dorrell and it passed unanimously.

5. Approval of Minutes

5a. January 9, 2018 – Regular Open Session

Director Achrekar made a motion to approve the minutes as corrected. The motion was seconded by Director Dorrell and it passed unanimously.

6. Report of the Chair

President Skillman read a plaque and presented it to Lori Moss, Community Manager, for her service to the community.

7. Open Forum

Several Members made comments keeping assessment low, against too many renters in the community, changing the minimum age to 65+, the maintenance of the stairwell planters on some buildings, the color pallet for the manors, exception to the two car rule, support of Andre Torng, background information regarding the Mardi Gras King Cake and about LWV Foundation.

8. Responses to Open Forum Speakers

Several Directors responded to Member comments.

9. Update from VMS - Director Stone

Director Stone gave an update from the VMS Board meetings. At the last meeting Bruce Hartley gave an update from the General Services Division which includes the buses, fleet management, streets/paving, landscaping, purchasing and warehouse.

10. CEO Report

Lori Moss, Community Manager, reported on special events planned for February, pool renovation at Clubhouse 4, gate house renovations, gate arm technology updates, new clubhouse signs, epoxy waste-line update and work be done by the prior-to-paint program and alterations.

Lori Moss introduced Carrie Weldon, the new Director of Human Resources and Eileen Paulin, the new Director of Communications and Marketing.

11. Consent Calendar

11a. Architectural Control and Standards Committee Recommendations:

The Board upheld the recommendations of the Architectural Control and Standards Committee:

- (1) 105-C (San Sebastian, 7) - Extend Living Room onto Existing Patio

RESOLUTION 01-18-15 **Variance Request**

WHEREAS, Mr. Ohsoon Chun of 105-C Via Estrada of United Laguna Woods Mutual, submitted a request for a variance to extend the living room by enclosing the Exclusive Use Common Area front patio; and

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected Units on January 9, 2018, notifying them that an application to make an alteration to a neighboring Unit had been made and that comments or objections could be made in writing to the Architectural Controls and Standards Committee or in person at the Architectural Controls and Standards Committee Meeting on January 17, 2018.

NOW THEREFORE BE IT RESOLVED, on February 13, 2018, the Board of Directors hereby approves the request with the condition that the proposed alterations are constructed in accordance with the following criteria:

1. No improvement shall be installed, constructed, modified or altered at Unit **105-C**, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Manor 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's ("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.
2. A Mutual Consent for Unit Alterations has been granted at **105-C** for **Living Room Extension**, 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 severe fines to the Member.
3. Member hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
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 105-C and all future Mutual Members at 105-C.
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 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. 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.
6. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.
7. Member's contractors and other invitees shall 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.
8. 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.
9. A City of Laguna Woods permit is 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 Mutual Consent for Unit Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. 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.

10. Prior to the issuance of a Mutual Consent for Unit 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.
11. Prior to the issuance of a Mutual Consent for Unit Alterations, if required, a Mutual Roof Alteration Notification ("Tie-In Form") must be submitted to the Division. All roof tie-ins must be performed by a C-39 Licensed Contractor. The Member may hire a C-39 Licensed Contractor of his/her own choice to perform roof tie-ins for the installation of solar panels on all roof types except PVC Cool Roofs. For PVC Cool Roofs, regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member's expense. All tie-ins may only be made to sound structural elements. Existing structural elements proposed to be tied to, which exhibit signs of dry rot or other structural defects, must be repaired at the Mutual's expense prior to installation.
12. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall request a Landscape Department inspection in order to assure all landscape, irrigation, and drainage modifications associated with the improvements are identified and completed by the Landscape Department at the expense of the Member. All gutter drainage shall be directed away from structures, free standing walls, foundations, and pedestrian walkways.
13. Prior to the issuance of a Mutual Consent for Manor Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "United Laguna Woods Mutual Color Selections" at Resident Services, located at the Community Center first floor.
14. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. Conformance Deposit will be held until both a Final Mutual Consent for Unit Alterations and a Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
15. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member or the Property, to cover and/or recoup any costs whatsoever, including, but not limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the

Conformance Deposit.

16. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Member agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.
17. Any remaining Conformance Deposit is refundable if the Member notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member's address of record with the Mutual. Under no circumstances shall Member be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.
18. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.
19. 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.
20. During construction, both the Mutual Consent for Unit Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
21. 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.
22. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
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.
24. Mutual 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 Mutual Member's improvements and installation, construction, design and maintenance of same.

(2) 317-D (Madrid, 4) - Kitchen Wall Revision and Relocate Bedroom Closet

RESOLUTION 01-18-16
Variance Request

WHEREAS, Ms. Judy Gu of 317-D Avenida Castilla of United Laguna Woods Mutual, submitted a request for a variance to perform a kitchen wall revision and relocate a bedroom closet; and

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected Units on January 9, 2018, notifying them that an application to make an alteration to a neighboring Unit had been made and that comments or objections could be made in writing to the Architectural Controls and Standards Committee or in person at the Architectural Controls and Standards Committee Meeting on January 17, 2018.

NOW THEREFORE BE IT RESOLVED, on February 13, 2018, the Board of Directors hereby approves the request with the condition that the proposed alterations are constructed in accordance with the following criteria:

1. No improvement shall be installed, constructed, modified or altered at Unit **317-D**, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Manor 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's ("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.
2. A Mutual Consent for Unit Alterations has been granted at **317-D** for **Kitchen Wall Revision and Relocate Bedroom Closet**, 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 severe fines to the Member.
3. Member hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
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 317-D and all future Mutual Members at 317-D.
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 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. 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.
6. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.

7. Member's contractors and other invitees shall 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.
8. 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.
9. A City of Laguna Woods permit is 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 Mutual Consent for Unit Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. 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.
10. Prior to the issuance of a Mutual Consent for Unit 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.
11. Prior to the Issuance of a Mutual Consent for Unit Alterations, **the Member must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed.** The inspection will be a chargeable service to the Member. Inspection appointments are to be made with Resident Services, by authorized persons only. Findings from the video inspection will be recorded on the chargeable service ticket for Unit Alterations staff to review.
12. Prior to the issuance of a Mutual Consent for Manor Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "United Laguna Woods Mutual Color Selections" at Resident Services, located at the Community Center first floor.
13. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. Conformance Deposit will be held until both a Final Mutual Consent for Unit Alterations and a Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
14. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member or the Property, to cover and/or recoup any costs whatsoever, including, but not limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member's contractor or other invitee; costs incurred by the Mutual in

- curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.
15. If at any time the amount of the Conformance Deposit falls below three-fourths of the amount originally required to be posted, Member agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an "automatic stop work order" shall be in effect.
 16. Any remaining Conformance Deposit is refundable if the Member notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member's address of record with the Mutual. Under no circumstances shall Member be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.
 17. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.
 18. 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.
 19. During construction, both the Mutual Consent for Unit Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
 20. 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.
 21. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
 22. 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.
 23. Mutual 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 Mutual Member's improvements and installation, construction, design and maintenance of same.

(3) 566-B (Cordoba 1A4) - Wall Revision on Previously Enclosed Atrium

RESOLUTION 01-18-17
Variance Request

WHEREAS, Mr. Lee of 566-B Avenida Sevilla of United Laguna Woods Mutual, submitted a request for a variance to revise his existing enclosed atrium by replacing all windows and one sliding glass door with drywall and replacing the remaining sliding glass door with a French door; and

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected Units on January 9, 2018, notifying them that an application to make an alteration to a neighboring Unit had been made and that comments or objections could be made in writing to the Architectural Controls and Standards Committee or in person at the Architectural Controls and Standards Committee Meeting on January 17, 2018.

NOW THEREFORE BE IT RESOLVED, on February 13, 2018, the Board of Directors hereby approves the request with the condition that the proposed alterations are constructed in accordance with the following criteria:

1. Prior to the Issuance of a Mutual Consent for Alterations, acoustical impacts shall be considered and will require noise reducing material such as sound dampening drywall on common walls of the alteration (such as QuietRock® drywall panels or similar approved products).
2. No improvement shall be installed, constructed, modified or altered at Unit 566-B, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Manor 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 s ("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.
3. A Mutual Consent for Unit Alterations has been granted at 566-B for Revisions to Atrium walls, 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 severe fines to the Member.
4. Member hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.

5. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 566-B and all future Mutual Members at 566-B.
6. 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, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, damage to Mutual property, and 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. 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.
7. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.
8. Member's contractors and other invitees shall 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.
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.
10. A City of Laguna Woods permit is 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 Mutual Consent for Unit Alterations, the appropriate City of Laguna Woods permit number(s), must be submitted to the Division office located in the Laguna Woods Village Community Center. 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.
11. Prior to the issuance of a Mutual Consent for Unit 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.
12. Prior to the issuance of a Mutual Consent for Unit Alterations, if required, a Mutual Roof Alteration Notification ("Tie-In Form") must be submitted to the Division. All roof tie-ins must be performed by a C-39 Licensed Contractor. The Member may hire a C-39 Licensed Contractor of his/her own choice to perform roof tie-ins for the installation of solar panels on all roof types except PVC Cool Roofs. For PVC Cool Roofs, regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member's expense. All tie-ins may only be made to sound structural elements. Existing structural elements proposed to be tied to, which

exhibit signs of dry rot or other structural defects, must be repaired at the Mutual's expense prior to installation.

13. Prior to the issuance of a Mutual Consent for Manor Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "United Laguna Woods Mutual Color Selections" at Resident Services, located at the Community Center first floor.
14. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. Conformance Deposit will be held until both a Final Mutual Consent for Unit Alterations and a Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
15. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member or the Property, to cover and/or recoup any costs whatsoever, including, but not limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.
16. If at any time the amount of the Conformance Deposit falls below three-fourths of the amount originally required to be posted, Member agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.
17. Any remaining Conformance Deposit is refundable if the Member notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member's address of record with the Mutual.
18. Under no circumstances shall Member be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.
19. All improvements must be installed in accordance with the California State Building Code, and

the published Mutual Architectural Alterations Standards. (See <http://www.lagunawoodsvillage.com>).

20. 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.
21. During construction, both the Mutual Consent for Unit Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
22. 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.
23. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
24. 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.
25. Mutual 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 Mutual Member's improvements and installation, construction, design and maintenance of same.

(4) 2003-A (Valencia, FG04) - Kitchen, Bedroom and Atrium Wall Revision and Closet Relocation

RESOLUTION 01-18-18
Variance Request

WHEREAS, Mr. Il Lae Cho of 2003-A Via Mariposa West of United Laguna Woods Mutual, submitted a request for a variance for a kitchen, bedroom and atrium wall revision and closet relocation; and

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected Units on January 9, 2018, notifying them that an application to make an alteration to a neighboring Unit had been made and that comments or objections could be made in writing to the Architectural Controls and Standards Committee or in person at the Architectural Controls and Standards Committee Meeting on January 17, 2018.

NOW THEREFORE BE IT RESOLVED, on February 13, 2018, the Board of Directors hereby approves the request with the condition that the proposed alterations are constructed in accordance with the following criteria:

1. No improvement shall be installed, constructed, modified or altered at Unit **2003-A**, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for

Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Manor 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 s ("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.

2. A Mutual Consent for Unit Alterations has been granted at **2003-A for Kitchen, Bedroom and Atrium Wall Revision and Closet Relocation**, 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 severe fines to the Member.
3. Member hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
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 2003-A and all future Mutual Members at 2003-A.
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 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. 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.
6. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.
7. Member's contractors and other invitees shall 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.
8. 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.
9. A City of Laguna Woods permit is 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 Mutual Consent for Unit Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. 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.

10. Prior to the issuance of a Mutual Consent for Unit 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.
11. Prior to the Issuance of a Mutual Consent for Unit Alterations, **the Member must have conducted an inspection of the waste lines, by a VMS Plumber, to assure no repairs are needed.** The inspection will be a chargeable service to the Member. Inspection appointments are to be made with Resident Services, by authorized persons only. Findings from the video inspection will be recorded on the chargeable service ticket for Unit Alterations staff to review.
12. Prior to the issuance of a Mutual Consent for Manor Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "United Laguna Woods Mutual Color Selections" at Resident Services, located at the Community Center first floor.
13. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. Conformance Deposit will be held until both a Final Mutual Consent for Unit Alterations and a Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
14. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member or the Property, to cover and/or recoup any costs whatsoever, including, but not limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.
15. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Member agrees to immediately deposit additional sums with the Mutual in

an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.

16. Any remaining Conformance Deposit is refundable if the Member notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member's address of record with the Mutual. Under no circumstances shall Member be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.
17. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.
18. 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.
19. During construction, both the Mutual Consent for Unit Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
20. 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.
21. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
22. 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.
23. Mutual 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 Mutual Member's improvements and installation, construction, design and maintenance of same.

11b. Landscape Committee Recommendations

- (1) Approve Request for Tree Removal at 135-C Avenida Majorca (Garsha)—Canary Island Pine

RESOLUTION 01-18-19
Tree Removal Approval

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 February 8, 2018, the Landscape Committee recommended to approve the request to remove the tree located at 135-C; and

NOW THEREFORE BE IT RESOLVED, February 13, 2018, the Board of Directors approve a request for the removal of one Canary Island Pine tree because it does not comply with the tree removal guidelines;

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

(2) Deny Request for Tree Removal at 360-A Avenida Castilla (Strousse) – Carrotwood

RESOLUTION 01-18-20
Tree Removal Denial

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 February 8, 2018, the Landscape Committee recommended to deny the request to remove the tree located at 360-A; and

NOW THEREFORE BE IT RESOLVED, February 13, 2018, the Board of Directors denied a request for the removal of one Carrotwood tree because it does not comply with the tree removal guidelines;

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

(3) Deny Request for Tree Removal at 943-B Avenida Majorca (Dye) – Aleppo Pine

RESOLUTION 01-18-21
Tree Removal Denial

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 February 8, 2018, the Landscape Committee recommended to deny the request to remove the tree located at 943-B; and

NOW THEREFORE BE IT RESOLVED, February 13, 2018, the Board of Directors denied a request for the removal of one Aleppo Pine tree because it does not comply with the tree removal guidelines;

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

11c. Finance Committee Recommendations

The Board upheld the recommendations of the Finance Committee to:

(1) Approve Resolution to Record a Lien against Member's ID; 947-381-35

RESOLUTION 01-18-22
Recording of a Lien

WHEREAS, Member ID 947-381-35; 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, February 13, 2018, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-381-35 and;

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

(2) Approve Resolution to Record a Lien against Member's ID; 947-377-01

RESOLUTION 01-18-23
Recording of a Lien

WHEREAS, Member ID 947-377-01; 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, February 13, 2018, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-377-01 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 English made a motion to approve the Consent Calendar. The motion was seconded by Director Torng and the motion passed unanimously.

12. Unfinished Business

12a. Entertain a Motion to Introduce a Resolution to Approve Modifications to Financial Qualifications Policy (**DECEMBER Initial Notification – 30 day notification to comply with Civil Code §4360 has been satisfied**)

Director Blackwell read the following resolution:

RESOLUTION 01-18-24
FINANCIAL QUALIFICATIONS POLICY

WHEREAS, it is in the best interest of the Corporation to protect and preserve the financial integrity of the Corporation;

WHEREAS, selling prices within the Village are within the County's affordable housing limits; and,

WHEREAS, guarantors in the committee have increased and some have been allowed to guarantee multiple units with the same sources of income and asset requirements.

NOW THEREFORE BE IT RESOLVED, February 13, 2018, that the Board of Directors of this Corporation hereby adopts amendments to Financial Qualifications Policy including the minimum income requirement for prospective Shareholders and transferees is increased from \$36,000 to \$40,000; and the ability to qualify in United with a guarantor is eliminated.

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

RESOLVED FURTHER, that Resolution 01-17-134, is hereby superseded and canceled; and

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

December initial notification

30-days to comply with Civil Code §4360 has been satisfied.

Director Blackwell made a motion to approve the Resolution for Modifications to the Financial Qualifications Policy with the change to add "upon close of escrow" to the policy. The motion was seconded by Director Leonard.

Discussion ensued among the Directors.

Director Leonard made a correction to the staff report; units sold should be 8% not 50%.

Director Blackwell made an amendment to the motion to increase the financial qualification amount to \$30,000 for singles and \$45,000 for couples. The motion failed for lack of a second.

Several Members spoke in favor and against the Resolution.

President Skillman called for the vote and the motion passed by a vote of 6-5-0 (Directors Armendariz, Achrekar, Bastani, English, and Torng opposed).

12b. Entertain a Motion to Introduce a Resolution establishing an Anti-Discrimination Policy (DECEMBER Initial Notification – 30 day notification to comply with Civil Code §4360 has been satisfied)

Director Blackwell read the following resolution:

RESOLUTION 01-18-25
Anti-discrimination Policy

WHEREAS, UNITED LAGUNA WOODS MUTUAL ("United") is a non-profit mutual benefit corporation, existing under and by virtue of the laws of the State of California, organized for the purpose of providing its Members with senior housing on a cooperative non-profit basis pursuant to the provisions set forth in its Occupancy Agreement, Articles of Incorporation and Bylaws;

WHEREAS, United, through its volunteer Board of Directors, is responsible for management, maintenance and administration of a residential stock cooperative common interest development (the "Development") under United's governing documents (which include, without limitation, the Occupancy Agreement, Articles of Incorporation, Bylaws, Operating Rules and Board Resolutions) which grant United the authority to manage and govern the affairs of the properties within United, and all applicable law;

WHEREAS, California Civil Code Section 4760(a)(2) provides in part that a member may modify his or her separate interest, at his or her expense, to facilitate access for persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to these persons. These modifications may also include modifications of the route from the public way to the door of the separate interest;

WHEREAS, federal law prohibits discrimination in housing based on race, color, religion, sex, national origin, familial status and disability;

WHEREAS, federal law also provides that discrimination includes a refusal to permit, at the expense of the handicapped person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises;

WHEREAS, California law prohibits the owner of any housing accommodation to discriminate against or harass any person because of the race, color, religion, sex, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information of that person;

WHEREAS, California law also prohibits (i) the owner of any housing accommodation to make or to cause to be made any written or oral inquiry concerning the race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, disability, or genetic information of any person seeking to purchase, rent, or lease any housing accommodation; (ii) any person to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a housing accommodation that indicates any preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information or an intention to make that preference, limitation, or discrimination; and (iii) to otherwise make unavailable or deny a dwelling based on discrimination because of race, color, religion, sex, gender identity, gender expression, sexual orientation, familial status, source of income, disability, genetic information, or national origin;

WHEREAS, Article 3 of the Articles of Incorporation provides that United shall have and exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Mutual Benefit Corporation Law may now or hereafter have or exercise;

WHEREAS, Sections 1 and 2 of the Bylaws provides that United has the express power and duty to manage, maintain, preserve and administer the business of the Development, and to promote the health, safety, and welfare of the residents within the Development;

WHEREAS, the Board has the power to adopt, amend, or repeal, in its discretion, rules and regulations not consistent with the provisions of the governing documents, respectively; and,

WHEREAS, United desires to strengthen, clarify and confirm its anti-discrimination policy pursuant to applicable law.

NOW, THEREFORE BE IT RESOLVED, February 13, 2018, that the Board of Directors of this Corporation hereby adopts the Anti-discrimination Policy; and

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

DECEMBER initial notification
30-days to comply with Civil Code §4360 has been satisfied.

Director Blackwell made a motion to approve the Resolution establishing an Anti-discrimination Policy. The motion was seconded by Director Tibbitts.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed by a vote of 9-1-1 (Director Torng opposed, Director Morrison absent).

12c. Entertain a Motion to Adopt Revisions to the United Mutual's Standard 43: Bathroom Splits (DECEMBER Initial Notification – 30 day notification to comply with Civil Code §4360 has been satisfied)

Director Blackwell read the following resolution:

RESOLUTION 01-18-26
United Mutual's Standard 43: Bathroom Splits

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

WHEREAS, the Architectural Controls and Standards Committee has reviewed numerous Variance Requests to remodel bathrooms, specifically to create a

second bathroom in the footprint of the original bathroom, this type of alteration is commonly referred to as a bathroom split; and

WHEREAS, the Architectural Controls and Standards Committee recognizes the need to create a new Standard for these alterations, eliminating the need for Members to apply for a Variance Request for a common alteration;

NOW THEREFORE BE IT RESOLVED, February 13, 2018, that the Board of Directors of this Corporation hereby adopts the following Standard Section 43 of the Alteration Standards for Bathroom Splits;

SECTION 43 BATHROOM SPLITS

FOR GENERAL REQUIREMENTS SEE SECTION 1: GENERAL REQUIREMENTS FOR ALTERATION STANDARDS

2.0 APPLICATIONS

- 2.1 Bathroom splits are prohibited in Units with two bathrooms.
- 2.2 Units with two bathrooms may reconfigure walls and doors within the same footprint only.
- 2.3 Units with one full bathroom may split bathroom into two bathrooms as follows:
 - a. The original footprint may be extended up to three feet, in one direction.
 - b. The extension of a bathroom footprint may not involve a load bearing wall or supporting columns.
 - c. The extension of a bathroom footprint may not extend into adjacent hallways.
- 2.4 Prior to connecting into any plumbing work, the **waste line is to be inspected by the Mutual at the Member(s) expense.**
- 2.5 Detailed architectural or engineered plans, including plumbing plans for all piping for bathroom split alterations, shall be submitted to the Alterations Department for approval. These plans shall include: pipe penetrations, location of plumbing connections and vents, pipe sizes, and types. As-built shall be submitted if any changes are made to the approved plans.
- 2.6 Sewer line connections will consist of a minimum 2" waste-line tied into a minimum 2" waste line. All existing cast iron waste line connections shall be replaced with cast iron. All exposed underground cast iron shall be replaced.
- 2.7 All water supply lines shall be of Type M copper; minimum 1/2" diameter.
- 2.8 All pressure lines shall be securely strapped to prevent movement or knocking.

- 2.9 All piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations thorough framing.
- 2.10 The Mutual Member assumes all responsibility for any damage that may occur due to construction.

3.0 ADDITIONAL REQUIREMENTS FOR INSTALLATIONS

- 3.1 Alterations involving common walls shall be fire rated per current California Building Code.
- 3.2 All exhaust fans must be installed per the Exhaust Fan/Vent Installation Standard.
- 3.3 All penetrations through walls shall be properly sealed to prevent water intrusion.
- 3.4 The waterproof integrity of the roof, including the selection and use of appropriate flashing and sealers, must be maintained.
- 3.5 Roof tie-ins for vents on PVC Cool Roofs must be made by an approved roofing contractor. A Roofing Contractor Verification Form will be required prior to the issuance of a permit.
- 3.6 Cutting or altering roof trusses for the installation of vents in attic spaces are strictly prohibited.

4.0 OBLIGATIONS

- 4.1 Member is responsible for damages to roof or other structures caused by any alteration.
- 4.2 The Mutual Member is responsible for, and will bear all costs associated with, clean-up or repair of Mutual owned or controlled property made necessary by or resulting from the alteration.

Director Blackwell made a motion to approve a Resolution adopting revisions to the United Mutual's Standard 43: Bathroom Splits. The motion was seconded by Director Dorrell.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed by a vote of 10-1-0 (Director Bastani opposed).

13. New Business

- 13a.** Entertain a Motion to Approve a Resolution for Martin & Chapman as Inspector of Election for 2018 of Directors.

Director Blackwell read the following resolution:

RESOLUTION 01-18-27
Approve Inspector of Election Services

WHEREAS, Civil Code §5110 requires an association to select an independent third party as an inspector of elections;

WHEREAS, for transparency purposes and due to the number of ballots received it is necessary to contract for an Inspector of Elections;

WHEREAS, an Inspector of Elections is used, among other tasks, to print and mail voter packages, inspect and tabulate ballots, and certify results; and,

NOW THEREFORE BE IT RESOLVED, February 13, 2018, that the Board of Directors of United Mutual hereby approves single-sourcing a contract to Martin and Chapman to perform Inspectors of Election services for the 2018 Annual Meeting of the Corporate Members; and

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

Director Blackwell made a motion to approve a Resolution approving Martin and Chapman to perform Inspector of Elections Services. The motion was seconded by Director English.

Discussion ensued among the Directors.

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

13b. Entertain a Motion to Introduce a Resolution for Closets and Interior Partition Walls Policy (FEBRUARY Initial Notification—must postpone 30 days to comply with Civil Code §4360)

Director Blackwell read the following resolution:

RESOLUTION 01-18-XXX
Closets and Interior Partition Walls Policy

WHEREAS, The Architectural Control and Standards Committee directed Staff to create a policy pertaining to closets and interior partition walls for members who are proposing to repurpose or relocate any closet or partition wall within their Unit.

NOW THEREFORE BE IT RESOLVED, February 13, 2018, The Board of Directors introduces resolution 01-18-XXX (Closets and Interior Partition Walls Policy); and

RESOLVED FURTHER, Architectural drawings shall be provided for approval to the Alterations Department Office for review and to meet the intent of this policy, for all non-load-bearing wall (partition wall) revisions including but not limited to closets or panel walls, prior to issuance of a Mutual Consent from the Alterations Department and before construction begins; and

RESOLVED FURTHER, Staff shall thoroughly review the submitted drawings, if Staff determines that the proposed alteration does not affect load-bearing walls or alter the original purpose of the room(s), meets the intent of this policy, and conforms to all pertinent Alteration Policies, Staff may issue a Mutual Consent; and

RESOLVED FURTHER, if Staff determines that the proposed alteration does not meet the intent of this policy and the Member desires to pursue the proposed alteration, Staff shall process the request as a Variance for review by the Architectural Controls and Standards Committee; and

RESOLVED FURTHER, All proposals of load-bearing wall revisions will require Board approval via the Variance process; and

RESOLVED FURTHER, Any proposed wall revision that would create a new room or change the use of a room will require Board approval through the Variance process; 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.

FEBRUARY Initial Notification

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

Director Blackwell made a motion to introduce a Resolution for a policy pertaining to closets and interior partition walls. The motion was seconded by Director Dorrell.

Discussion ensued among the Directors.

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

- 13c.** Entertain a Motion to Introduce a Resolution Establishing a Policy for Directors' Access to Corporate Books and Records (**FEBRUARY Initial Notification—must postpone 30 days to comply with Civil Code §4360**)

Director Blackwell read the following resolution:

RESOLUTION 01-18-XX

Director Access to Corporate Books, Records and Documents

WHEREAS, United Laguna Woods Mutual ("United") is a non-profit mutual benefit corporation, existing under and by virtue of the laws of the State of California, organized for the purpose of providing its Members with housing on a cooperative non-profit basis pursuant to the provisions set forth in its Articles of Incorporation and Bylaws;

WHEREAS, United, through its volunteer Board of Directors ("Board"), is responsible for management, maintenance and administration of a residential stock cooperative common interest development under United's governing documents (which include, without limitation, the Articles of Incorporation, Bylaws, Occupancy Agreement, operating rules and Board resolutions), which

grant United the authority to manage and govern the affairs of the properties within United;

WHEREAS, pursuant to Corporations Code Section §8334, every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation of which such person is a director;

WHEREAS, while every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of the corporation, the manner and extent of the director's inspection and copying rights may be subject to reasonable regulations based on balancing the interests of United and its Members and employees, including privacy and other Constitutional rights, as well as those rights of the director to inspect corporate documents on just and proper conditions. (*Chantiles v. Lake Forest II Homeowners Association*, 37 Cal.App.4th 914 (1995).); and

WHEREAS, the duty of loyalty involves not only the duty to avoid conflicts of interest, but requires full disclosure of any interests potentially adverse to United.

WHEREAS, the Board desires to adopt clear guidelines and procedures for access to certain United records by directors, and directors' handling of corporate records and information, to uphold the rights of directors while protecting United from liability claims arising from the review, copying and dissemination of sensitive, corporate records.

NOW, THEREFORE BE IT RESOLVED, February 13, 2018, that the Board of Directors of this Corporation hereby introduces a Policy Governing Directors Access to Corporate Books, Records and Documents and other governing documents regarding access to United's records; and

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

FEBRUARY INITIAL NOTIFICATION

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

Director Blackwell made a motion to introduce a Resolution that provides clear guidelines and procedures for access to certain United records by directors, and directors' handling of corporate records and information. The motion was seconded by Director Achrekar.

Discussion ensued among the Directors.

Director Blackwell made an amendment to add "**WHEREAS**, the duty of loyalty involves not only the duty to avoid conflicts of interest, but requires full disclosure of any interests potentially adverse to United" to the resolution. The motion was seconded by Director

Tibbitts and passed unanimously.

President Skillman called for the vote and the original motion and it passed by a vote of 7-4-0 (Directors Armendariz, English, Torng and Bastani opposed).

13d. Entertain a Motion to Introduce a Resolution Establishing a Policy and Application for Co-occupants (FEBRUARY Initial Notification—must postpone 30 days to comply with Civil Code §4360)

Director Blackwell read the following resolution:

RESOLUTION 01-18-XX
Co-Occupancy Policy

WHEREAS, United Laguna Woods Mutual (ULWM) is an independent-lifestyle and age-restricted senior citizen community, as defined by California Civil Code §51.3; no form of healthcare or assisted living is provided by ULWM; and each resident is responsible for his/her own health, safety, care and welfare;

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);

WHEREAS, ULMW and Shareholder(s) have the right to terminate Co-Occupant status at any time, without cause; however, Civil Code §51.3 may be interpreted to inhibit this right of termination under certain circumstances;

WHEREAS, Shareholder(s) and Co-occupant cannot have a landlord-tenant relationship and no remuneration will be paid or collected during the duration of the Co-occupancy;

WHEREAS, Shareholder(s) and Co-occupant will reside in the Unit; and when necessary, the Board reserves the right to require proof of residency;

WHEREAS, Shareholder(s) shall be responsible for the conduct and deportment of the Co-occupant;

WHEREAS, the Board has received concerns expressed by Shareholders regarding individuals who are circumventing the sublease process, room rentals, shareholders failing to vet their roommates, and nuisance issues from Co-occupants;

WHEREAS, 432 units are occupied without a Shareholder in residence;

WHEREAS, ULWM is authorized to take disciplinary action against a Shareholder(s) whose dwelling may be found in violation of the Governing Documents. When a complaint is lodged regarding the occurrence of a violation, the Board of Directors has a fiduciary duty to investigate and impose, if appropriate, discipline as set forth in the Governing Documents;

WHEREAS, this policy itemizes, consolidates and clarifies procedures, including the administrative handling of Co-occupancy applications;

NOW THEREFORE BE IT RESOLVED, February 13, 2018, the Board of Directors of this Corporation hereby introduces amendments to the Co-Occupancy Policy as attached to the official minutes; and

RESOLVE FURTHER, that his policy supersedes all existing Co-Occupancy Documents; and

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

FEBRUARY INITIAL NOTIFICATION

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

Director Blackwell made a motion to introduce a Resolution amending the Co-Occupancy Policy. The motion was seconded by Director Dorrell.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed by a vote of 8-1-1 (Director Tornø opposed and Director Leonard absent).

14. Committee Reports

14a. Report of the Finance Committee / Financial Report – Director Morrison presented the Treasurer's Report and reviewed the resale and leasing reports. The committee did not meet in February. Next meeting March 27, 2018, 2:00 p.m. in the Sycamore Room

14b. Report of the Architectural Control and Standards Committee – Director Dorrell reported that all alterations must comply with building codes and all handymen and contractors must be licensed. Resident should go to the Manor Alterations window before they start any work on their unit. Next meeting February 15, 2018, 9:30 a.m. in the Sycamore Room.

14c. Report of the Communications Committee – Director Blackwell reported that communication to the residents happens through Village Television and the Village Breeze. Next meeting TBA.

14d. Report of Executive Hearings Committee - President Skillman reported that compliance cases have increased. Next meeting February 22, 2018, 9:00 a.m. in the Willow Room.

14e. Report of the Governing Documents Review Committee - President Skillman reported that the committee is reviewing resale documents and investors as purchasers. Next meeting February 26, 2018, 2:00 p.m. in the Sycamore Room.

14f. Report of the Landscape Committee - Director Blackwell reported that the committee is looking at the "yellow stake program." Next meeting April 12, 2018, 9:00 a.m. in the Board Room.

14g. Report of the Maintenance & Construction Committee - Director Tibbitts reported that there are 17 projects on the schedule. They are looking at adding shepherd crooks to some walls. Next meeting February 28, 2018, 9:00 a.m. in the Board Room

14h. Report of the Resident Advisory Committee – Director Tibbitts encouraged residents to this meeting to get information and ask questions. Next meeting February 15, 2018, 3:00 p.m. in the Sycamore Room

15. GRF Committee Highlights

15a. Report of the Finance Committee—Director Morrison reported on upcoming events. Next meeting February 21, 2018, 1:30 p.m. in the Board Room.

15b. Report of the Community Activities Committee—Director Dorrell reported on upcoming events. Next meeting March 8, 2018, 2:00 p.m. in the Board Room.

15c. Report of the Maintenance & Construction Committee—Director Leonard. Next meeting February 14, 2018, 9:30 a.m. in the Board Room.

15d. Report of the Media and Communication Committee—Director Blackwell commented that the committee is working on a new orientation video. Next meeting February 15, 2018, 1:30 p.m. in the Board Room.

15e. Report of the Mobility and Vehicles Committee—Director Achrekar. Next meeting February 7, 2018, 1:30 p.m. in the Board Room.

15f. Report of the Security and Community Access Committee—Director Tibbitts. Next meeting February 22, 2018, 1:30 p.m. in the Board Room.

- Laguna Woods Village Traffic Hearings – Director Achrekar
Next meeting February 21, 2017, 9:00 a.m. in the Board Room and 1:00 p.m. in the Cypress Room
- Disaster Preparedness Task Force—Director Achrekar. Next meeting February 27, 2018, 9:30 a.m. in the Cypress Room.

16. Future Agenda Items

16a. Entertain a Motion to Introduce a Resolution for Closets and Interior Partition Walls Policy (**FEBRUARY Initial Notification—must postpone 30 days (April) to comply with Civil Code §4360**)

16b. Entertain a Motion to Introduce a Resolution Establishing a Policy for Directors' Access to Corporate Books and Records (**FEBRUARY Initial Notification—must postpone 30 days (April) to comply with Civil Code §4360**)

16c. Entertain a Motion to Introduce a Resolution Establishing a Policy and Application for Co-occupants (**FEBRUARY Initial Notification—must postpone 30 days (April) to comply with Civil Code §4360**)

17. Director's Comments

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

The meeting recessed at 1:29 p.m. into the Executive Session.

Closed Executive Session Agenda

Approval of Agenda

Approval of the Following Meeting Minutes;

(a) January 3, 2017 – Special Closed Session (Strategic Planning-Part 2)

(b) January 9, 2017 - Regular Executive Session

Discuss and Consider Member Matters


Discuss Personnel Matters

Discuss and Consider Contractual Matters

Discuss and Consider Litigation Matters

19. Adjourn

The meeting was adjourned at 4:30 p.m.


Maggie Blackwell, Secretary of the Board
United Laguna Woods Mutual

FINANCIAL QUALIFICATIONS POLICY

Revised February 13, 2018

Prospective Shareholders of Units in (United) are required to meet minimum financial requirements for Membership as set forth below. All income and assets claimed must be verified by presenting documentation acceptable to the Mutual Board of Directors.

All applicants shall submit the most recent year's Federal income tax return, signed and dated, including Schedules A and B, in addition to other verification documents. If income is derived from an owned business, the appropriate business tax schedules and a profit and loss statement are required.

Where there is more than one prospective Shareholder, income and assets can be calculated collectively, if each is eligible and intends to reside.

Membership applicants to United are required to submit a completed Financial Statement/Credit Information form, together with satisfactory verification of identity, income and assets.

ASSET REQUIREMENT

The prospective Shareholder shall submit satisfactory verification of assets equal to the purchase price of the Unit plus \$125,000. Prospective transferees (i.e., outside escrow) are required to demonstrate a minimum asset base of \$125,000 only.

Acceptable assets will be those that are considered to be liquid, marketable or income producing. Only aged accounts (180 days) will be considered. Acceptable assets include, among others:

- Equity in U.S. residential property
- Savings accounts in U.S. financial institutions
- Cash value life insurance
- Certificates of deposit, money market accounts in U.S. financial institutions.
- IRA, SEP, 401(k) and Keogh accounts
- US, state or municipal government bonds - valued at current market prices
- American traded investments, (NYSE, Amex, OTC, NASDAQ, etc.) valued at current market prices
- Mortgages and promissory notes, provided that interest is reported on the applicant's tax return
- Mobile Homes
- Recreational vehicles, boats and trailers
- Vacant land
- Automobiles
- Artwork, jewelry, furs and collections such as coins, dolls, stamps and other

similar items

- Term life insurance
- Annuity funds, which cannot be withdrawn in lump sum
- Anticipated bequests or inheritances
- Promissory Notes whose income is not reported on the perspective transferee tax return
- Community property

INCOME REQUIREMENTS

Prospective Shareholders shall submit from a recognized Credit Reporting Agency (e.g. Equifax, TransUnion, Experian), a full credit report and FICO score dated within 60 days prior to the application submittal.

Prospective Shareholders and transferees must provide satisfactory verification of income of at least \$40,000 per year at the time of purchase.

1. Acceptable verifications include, among others:

- The most recent Federal Tax returns
- W - 2 Forms or paycheck stubs
- Bank, credit union or investment account statements
- Letters from bankers
- Notices of annuities and Social Security payments
- Pensions
- Trust income
- Disability income
- Residential / commercial property rental income

2. Unacceptable income verifications include, among others:

- Letters from employers, accountants, bookkeepers and attorneys
- Income not reported on Federal income tax returns
- Funds held outside US borders

OWNERSHIP OF MULTIPLE MEMBERSHIPS

United does not permit ownership of more than one cooperative Membership, except under an interim dual Membership agreement which is issued for six months.

FINANCIAL QUALIFICATION WAIVERS

Shareholders who purchase a replacement Unit do not have to re-qualify financially 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 required to

meet the financial requirements of the Mutual in which they are purchasing.

A former member may obtain a waiver of financial 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 exactly the same as the vesting in the Unit previously owned.

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, history of bankruptcy, excess liabilities, or history of non-compliance as a member in United, GRF, or other Mutuals in Laguna Woods Village.

MEMBERSHIP

Membership in United is created, and starts, with the later occurring of the following:

- Written approval of Membership by the United Mutual Board of Directors;
- Issuance of a Membership Stock Certificate; and
- The signing of an Occupancy Agreement.

Upon Membership approval the Occupancy Agreement entitles the Member to occupy the Unit for three years, which is automatically renewed for three-year terms per Article 4 of the Occupancy Agreement, unless terminated by transfer or United's non-renewal or termination by the Board of Directors.

UNITED LAGUNA WOODS MUTUAL

Anti-Discrimination Policy Adopted February 13, 2018 Resolution 01-18-xx

I. Purpose

The purpose of this document is to strengthen, clarify and confirm United Laguna Woods Mutual's (ULWM) anti-discrimination policy pursuant to applicable law.

II. Definitions

For the purposes of this policy:

- a. Resident is defined as a Member or Lessee who has been approved by the Board of Directors for occupancy.
- b. Protected Class is defined to mean one's race, color, religion, sex, national origin or ancestry, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability or genetic information.

III. Policy

- a. The officers, directors, committee members and/or any agent of United, including, but not limited to, management, shall not discriminate in employment, contracting, compensation, termination, upgrading, promotions, or enjoyment of services, amenities, privileges and other conditions against any Resident, employee, contractor, subcontractor, or guest on the basis of his or her Protected Class.
- b. United is an equal opportunity corporation and will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the basis of his or her Protected Class.

- c. United will be committed to providing an inclusive and welcoming environment for all Residents, guests, employees, contractors, subcontractors and vendors.
- d. If a Resident, guest, employee, contractor, subcontractor, or vendor feels that he or she has been discriminated against and/or harassed on the basis of his or her Protected Class, he or she should immediately report the matter to management. If that person is not available or the individual feels that it would be unproductive to inform that person, he or she should immediately contact the President or member of the Board of Directors. Once the matter has been reported, it will be promptly investigated and any necessary corrective action will be taken where appropriate.
- e. Residents with a "disability" as defined by applicable law may request, in writing, that United make reasonable accommodations to rules or policies or allow reasonable modifications to property in order to allow the Resident full access to his or her Unit and or United's Common Areas. Once the request is submitted, the Board will promptly review same and issue a response in a timely manner, under the circumstances.
- f. Should the Board approve a reasonable modification to a Resident's Unit and/or United's Common Area, the Board may require the Resident to bear the cost of making the modification. The Board may also require the Resident to return the Unit and/or the Common Area to its original condition once he or she vacates the Unit or the disability ceases to exist.
- g. All complaints of unlawful discrimination and/or harassment will be handled in as discreet and confidential a manner as is possible under the circumstances.

SECTION 43 BATHROOM SPLITS

FOR GENERAL REQUIREMENTS SEE SECTION 1 GENERAL REQUIREMENTS FOR ALTERATION STANDARDS

2.0 APPLICATIONS

- 2.1 Bathroom splits are prohibited in Units with two bathrooms.
- 2.2 Units with two bathrooms may reconfigure walls and doors within the same footprint only.
- 2.3 Units with one full bathroom may split bathroom into two bathrooms as follows:
 - a. The original footprint may be extended up to three feet, in one direction.
 - b. The extension of a bathroom footprint may not involve a load-bearing wall or supporting columns.
 - c. The extension of a bathroom footprint may not extend into adjacent hallways.
- 2.4 Prior to connecting into any plumbing work, the waste line is to be inspected by the Mutual at the Member(s) expense.
- 2.5 Detailed architectural or engineered plans, including plumbing plans for all piping for bathroom split alterations, shall be submitted to the Alterations Department for approval. These plans shall include: pipe penetrations, location of plumbing connections and vents, pipe sizes, and types. As-builts shall be submitted if any changes are made to the approved plans.
- 2.6 Sewer line connections will consist of a minimum 2" waste line tied into a minimum 2" waste line. All existing cast iron waste line connections shall be replaced with cast iron. All exposed underground cast iron shall be replaced.
- 2.7 All water supply lines shall be of Type M copper; minimum 1/2" diameter.
- 2.8 All pressure lines shall be securely strapped to prevent movement or knocking.
- 2.9 All piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations thorough framing.
- 2.10 The Mutual Member assumes all responsibility for any damage that may occur due to construction.

3.0 ADDITIONAL REQUIREMENTS FOR INSTALLATIONS

- 3.1 Alterations involving common walls shall be fire-rated per current California Building Code.
- 3.2 All exhaust fans must be installed per the Exhaust Fan/Vent Installation Standard.

- 3.3 All penetrations through walls shall be properly sealed to prevent water intrusion.
- 3.4 The waterproof integrity of the roof, including the selection and use of appropriate flashing and sealers, must be maintained.
- 3.5 Roof tie-ins for vents on PVC Cool Roofs must be made by an approved roofing contractor. A Roofing Contractor Verification Form will be required prior to the issuance of a permit.
- 3.6 Cutting or altering roof trusses for the installation of vents in attic spaces are strictly prohibited.

4.0 OBLIGATIONS

- 4.1 Member is responsible for damages to roof or other structures caused by any alteration.
- 4.2 The Mutual Member is responsible for, and will bear all costs associated with clean-up or repair of Mutual owned or controlled property made necessary by or resulting from the alteration.

UNITED LAGUNA WOODS MUTUAL

POLICY GOVERNING DIRECTOR ACCESS TO CORPORATE BOOKS, RECORDS AND DOCUMENTS

The following policy has been duly adopted by the Board of Directors and is in effect as of _____, 2018. United Laguna Woods Mutual ("United") requires clear guidelines for director's handling of corporate records and information, i.e., to keep it confidential, unless disclosure is approved by the Board (majority), or law, as determined by legal counsel, and to identify those records requiring special handling due to their sensitive, confidential nature.

The following policies are intended to provide clear guidelines and procedures for access to certain United records. Current directors serving on the Board have the "absolute right" to inspect and copy all books, records and documents of every kind and to inspect the physical properties of United, provided same is done at a reasonable time. (*Corporations Code* § 8334.) However, the manner and extent of the director's inspection and copying rights may be subject to reasonable regulations based on balancing the interests of United and its Members, including privacy and other Constitutional rights, as well as those rights of the director to inspect corporate documents on just and proper conditions. (*Chantiles v. Lake Forest II Homeowners Association*, 37 Cal.App.4th 914 (1995); *Corporations Code* § 8336.)

These policies and procedures work to uphold the rights of directors while protecting United from liability claims that may arise from the review, copying and dissemination of sensitive, corporate records. Without established policies and procedures there exists significant opportunity for conflict amongst and between directors, employees and shareholders.

NOTICE: IMPROPER OR UNAUTHORIZED (ABSENT BOARD APPROVAL) DISCLOSURE OF INFORMATION CONTAINED IN THE BOOKS AND RECORDS OF UNITED COULD RESULT IN PERSONAL LIABILITY TO THE DIRECTOR, AS WELL AS TO UNITED, AND WILL SUBJECT THE OFFENDING DIRECTOR TO FORMAL DISCIPLINARY ACTION BY THE BOARD.

I. **Director Access to Books, Documents, Records or Other Information Available to Directors Pursuant to their Inspection Rights:**

Although directors have the "absolute right" to inspect and copy all books, records and documents of every kind and to inspect the physical properties of United, same must be done at a reasonable time. The manner and extent of the director's inspection and copying rights may be subject to reasonable

regulations based on balancing the interests of United and its Members, including privacy and other Constitutional rights, as well as those rights of the director to inspect corporate documents on just and proper conditions. Following are reasonable guidelines and requirements for directors to follow when exercising their right to inspect:

A. Written Request to Inspect Books, Documents, Records or Other Information

Upon written request to inspect corporate books, documents, records or other information, directors will be afforded the opportunity to inspect the requested corporate books, records or other documents, subject to the limitations of Article II below. Corporate records and documents are maintained at the Administration Building. Directors must make an appointment with staff (preferably at least five business days in advance of his or her request to inspect corporate books and/or records), which appointment may be made only during normal business hours, Monday through Friday from 9 am to 5 pm.

B. Director Physical Inspection of Books, Documents, Records or Other Information

Subject to the inspection limitations set forth in Article II below, directors may inspect the books and records and/or the physical property of United upon written request, and access to same will be provided within a reasonable amount of time. Appointments with staff may be made (preferably not less than five business days following the director's request for inspection), provided a determination has been made that the director is entitled to access the requested book, record, document or other information. The requesting director shall not be entitled to inspect books, documents, records or other information that may create an invasion of privacy and/or conflicts of interest as set forth herein.

Directors shall not be permitted to copy books, documents, records or other information of United. Notwithstanding, directors may submit, in writing, his or her reasoning, purpose and need for copying the document or record, which shall be reasonably related to the director's interest and role as a director of United. Director shall also agree, in writing, to not disclose, disseminate, or otherwise make available the copied book, record or other document to any third person, and shall indemnify and hold harmless United and its Board, Staff, and officers from any and all claims, damages and liability arising out of or related to the copying of the book, documents, record or other information. A majority of the Board shall, in its sole discretion, determine whether the requesting director's purpose, need and reasoning for copying the book, record or other document is reasonably related to his or her interest and role as a director and whether the need to copy same is reasonable or necessary; the requesting director shall recuse him- or herself from said discussion and vote.

C. Limitations on Director's Frequency of Requests to Inspect Books, Documents, Records or Other Information

The purpose of this policy is not to limit director access to records he or she is entitled to view; rather, this policy is intended to preserve privacy rights, prevent conflicts of interest and minimize exposure to liability in connection with access to United books, records, document and other information.

While directors certainly have the right to request to inspect corporate books, records or other documents, and United will fully comply with its obligations under the law related thereto, such requests cost United time and money by way of Staff taking the time to assemble the records and to make same available to the director, as well as any legal costs that may be incurred to ensure compliance and to ensure privacy rights are not infringed upon. These costs are borne by all Members.

To that end, directors shall not be permitted access to corporate books, records, documents or other information in a frequency that causes an undue burden on staff or the Board, as determined by a majority of the Board. Any and all requests limited by Article II below shall constitute a request for purposes of this limitation on frequency of requests for access to corporate books, records, documents or other information.

D. Disclosure to Board of Directors a Request to Inspect Books, Documents, Records or Other Information

Upon written request of a director to access corporate books, records or other documents, the United Board President shall review the request and determine whether said request may be limited as provided in Article II below. Should the President determine that the request may invade privacy rights and/or create a conflict of interest (whether potentially or actually), the President may deny the request.

Any and all written requests for access to United books, records, documents or other information shall be disclosed to the United Board of Directors prior to the appointment date to access same as outlined in paragraphs A and B above.

Should the requesting director request to copy books, records or other documents, the Board, excluding the interested Director, shall review the written reasoning, need and purpose to copy same, and shall vote on whether this purpose is reasonably related to the director's interest and role as a director serving on the Board. Notwithstanding, the requesting director may be provided electronic copies, in a non-editable format (e.g., PDF), without the Board reviewing the request.

E. Resolution Disputes Regarding a Director's Inspection of Books, Documents, Records or Other Information

Should the director's request for access be denied according to paragraph D above, the director may appeal to the entire Board. The Board of Directors shall review the request and determine whether same may be limited by Article II herein below. A majority of the Board shall, in its sole discretion, determine whether the request will be limited as set forth herein; the requesting director shall recuse him or herself from said discussions and vote.

II. Books, Documents, Records or Other Information Not Subject to Inspection, Copying or Review by Directors:

The following books, documents, records or other information shall not be subject to inspection or copying by directors based on the potential for invasion of privacy and/or conflicts of interest. Directors owe United certain fiduciary duties, including, but not limited to, the duty of confidentiality, the duty of loyalty and the duty of due care. Directors must act in good faith, in the best interests of United, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. (*Corporations Code* § 7231.)

A. Privacy*: Books, Records, Documents and Other Information Not Subject to Inspection.

There is a legally recognized privacy interest in precluding the dissemination or misuse of sensitive and confidential information ("informational privacy"). Informational privacy is the core value furthered by the California Constitution. (Cal. Const. Art. I, § 1.) A particular class of information is private when well-established social norms recognize the need to maximize individual control over its dissemination and use to prevent unjustified embarrassment or indignity.

Therefore, any and all books, records, documents or other information containing information that, if disclosed, would infringe, or has the potential to infringe, on a Member's privacy rights, shall not be subject to inspection or copying by a director, including, without limitation:

(1) Ballots or any other documents with information revealing the identity of a voter and how they cast their vote; and

(2) Personnel information, including employment records (e.g. performance evaluations, payroll records, etc.). However, personnel information is subject to review by the Board of Directors in connection with proper United business, but such records shall be handled by the Board (majority) and with due care.

B. Conflict of Interest (Potential or Actual)*: Books, Records, Documents and Other Information Not Subject to Inspection.

Directors owe United a duty of undivided loyalty, and may not make decisions for United that benefit their own interests at the expense of United and/or its Members. (*Raven's Cove Townhomes, Inc. v. Knuppe Development Co.*, 114 Cal. App. 3d 783 (1981).) The duty of loyalty involves not only the duty to avoid conflicts of interest, but requires full disclosure of any interests potentially adverse to United. A director has the duty to serve the interests of all Members. To that end, where an actual or potential conflict of interest exists, the director shall not be entitled to inspect or copy the following books, records, documents or other information relating to, arising out of, or in connection with:

- (1) Litigation or other formal action (criminal, civil, administrative, etc.) against United in which the director (including his/her family members, guests, tenants, agents, or invitees) is involved as an opponent. This information is protected by, among other privileges, the attorney-client and work product privileges;
- (2) The personal or financial interests of the director, including his/her family members, guests, tenants, agents, or invitees;
- (3) The director's stated or implied (through the director's conduct) intent to disclose (without authorization of the Board) or to otherwise violate his/her fiduciary duties; and
- (4) Neighbor-to-neighbor disputes, including, but not limited to, sensitive records pertaining to a director's neighbor, when such director is involved in a neighbor to neighbor dispute (e.g., architectural applications, disciplinary hearing notices, violation notices, nuisance claims, or other letters to or from the neighboring Member).

**The records set forth herein shall not be considered an exhaustive list, and a director may be precluded from inspecting or copying certain books, records or documents that infringe (or have the potential to infringe) on privacy rights or where the director has a potential or actual conflict of interest.*

February 13, 2018



EXHIBIT A Co-Occupancy Application

Unit: _____

Last Name:		First Name:	
Telephone:	Cell Phone:	E-mail:	
Information for Co-Occupant #1			
Last Name:		First Name:	
Telephone:	Cell Phone:	E-mail:	
SS#		Date of Birth:	
Marital Status:		<input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed <input type="checkbox"/> Single	
If under 45 years of age, indicate:		<input type="checkbox"/> Spouse <input type="checkbox"/> Registered Domestic Partner	
Relationship to Shareholder:			
Previous Address:			
Information for Co-Occupant #2			
Last Name:		First Name:	
Telephone:	Cell Phone:	E-mail:	
SS#		Date of Birth:	
Marital Status:		<input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed <input type="checkbox"/> Single	
If under 45 years of age, indicate:		<input type="checkbox"/> Spouse <input type="checkbox"/> Registered Domestic Partner	
Relationship to Shareholder:			
Previous Address:			
<p>We hereby apply for approval for the applicant to reside in the unit identified above as a non-member 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 as outlined in the Occupancy Policy, 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.</p> <p>We swear, under penalty of perjury, that there will not be a landlord-tenant relationship between shareholder and co-occupant, and that no remuneration will be paid or collected during the duration of applicant's occupancy.</p>			
Name	Signature	Date	To Reside?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Office Use Only			
Floor Plan:	Bedrooms:	# Persons if Approved:	
ID Card Fees to be Collected: \$	<input type="checkbox"/> Exempt (Spouse/Domestic Status Verified)		
If Applicant is under 55 yrs of age, has Qualifying Resident has been verified:			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the approval exceed the no. of persons permitted to occupy the unit:			<input type="checkbox"/> Yes <input type="checkbox"/> No

February 13, 2018

Reviewed By:	
For Board of Directors Use Only	
Application DENIED	Application APPROVED
The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is denied .	The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is approved .
Signature	Signature
Signature	Signature
Signature	Signature

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

February 13, 2018

EXHIBIT B



NOTICE

TO:

FROM:

SUBJECT:

MANAGING AGENT EMPLOYEES, CONTRACTORS EMPLOYED BY THE LAGUNA WOODS VILLAGE ASSOCIATIONS, MEMBERS AND PROSPECTIVE PURCHASERS OF DWELLING UNITS AT LAGUNA WOODS VILLAGE, LAGUNA WOODS

VILLAGE MANAGEMENT SERVICES, INC.

DISCLOSURE NOTICE: LAGUNA WOODS VILLAGE BUILDINGS CONSTRUCTED WITH ASBESTOS-CONTAINING CONSTRUCTION MATERIALS

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

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

Staff for the Associations which own or manage the buildings at Laguna Woods Village, Laguna Woods for their Members, hereby notifies all its Employees, Contractors and all Mutual Members and Transferees, that some buildings within Laguna Woods Village have been surveyed and found to contain asbestos. The analytical method used to determine asbestos content was polarized light microscopy/dispersion staining. Since the community has an active Asbestos Operations and Maintenance program, testing is ongoing. Because of the high cost to conduct a complete asbestos survey and analysis of all buildings, surveys are conducted only upon repair, remodel, addition to or removal of a building or part of a building suspected to contain asbestos materials, as required by Labor Codes. The Certificates of Analysis for any testing received to date are available to Employees, Contractors, Shareholder(s) 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 9:00 a.m. and 5:00 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 Seven, the Mini-Gym at Clubhouse One, the Broadband Services Bldg., the Laguna Woods Village Community Center Bldg., the Vehicle Maintenance Bldg., and a portion of the Warehouse -- all structures after 1979), including Clubhouses and outbuildings, Library, Maintenance Warehouse Bldg., Stables, Gatehouses, Garden Center buildings, all detached laundry buildings, and residential buildings Nos.1 through 5543 inclusive.

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

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

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

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

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

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

Village Management Services, Inc.

February 13, 2018

EXHIBIT C
CONTACT INFORMATION FORM & EMERGENCY NOTIFICATION RECORD
LAGUNA WOODS VILLAGE

Please return completed form to Laguna Woods Village Community Center, Security Division,
PO Box 2220, Laguna Woods, CA 92654-2220

ONE INDIVIDUAL PER FORM - PLEASE PRINT ALL INFORMATION

Manor # _____ Phone # _____ Resident I.D. # _____

Resident Name (1 only): _____ Date: _____

Manor is: ☐ Owner Occupied ☐ Leased

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

Doctor's Name: _____
Phone #: _____

Emergency Contact(s)

Name: _____				Relationship: _____			
Address: _____				/ _____ / _____ / _____			
Street Address		City		State		Zip Code	
Phone Numbers: _____				/ _____ / _____			
Home Phone		Work Phone		Cell Phone			
Email: _____							

Name: _____				Relationship: _____			
Address: _____				/ _____ / _____ / _____			
Street Address		City		State		Zip Code	
Phone Numbers: _____				/ _____ / _____			
Home Phone		Work Phone		Cell Phone			
Email: _____							

Attorney or Trustee Name: (circle one or both) _____ **Phone #** _____

Pet Care Contact Name: _____ **Phone #** _____

Special Circumstances (OPTIONAL): Please check the conditions that apply to you:

- | | |
|--|--|
| <input type="checkbox"/> TDD: Telephone Device for the Deaf | <input type="checkbox"/> VISION IMPAIRED |
| <input type="checkbox"/> EMERGENCY RESPONSE DEVICE | <input type="checkbox"/> HEARING IMPAIRED |
| <input type="checkbox"/> DEMENTIA or Memory problems | <input type="checkbox"/> NON-AMBULATORY |
| <input type="checkbox"/> LIFE-SUPPORT SYSTEM including oxygen or dialysis equipment that requires electricity Rev10/18/17 | |

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- 312-F (Cordoba 1A6) - Install Windows in Existing Patio Wall Openings

RESOLUTION 01-18-XXX
Variance Request

WHEREAS, Mr. John Choy of 312-F Avenida Castilla of United Laguna Woods Mutual, submitted a request for a variance to install windows in existing patio wall openings; and

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected Units on February 5, 2018, notifying them that an application to make an alteration to a neighboring Unit had been made and that comments or objections could be made in writing to the Architectural Controls and Standards Committee or in person at the Architectural Controls and Standards Committee Meeting on February 15, 2018.

NOW THEREFORE BE IT RESOLVED, on March 13, 2018, the Board of Directors hereby approves the request with the condition that the proposed alterations are constructed in accordance with the following criteria:

1. All pending Mutual Consents must receive final approval prior to any new application for Mutual Consent with the Permits and Alterations Department.
2. A Mutual Consent for Unit Alterations has been granted at 312-F for Installing windows in existing patio openings, 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 severe fines to the Member.
3. No improvement shall be installed, constructed, modified or altered at Unit 312-F, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Manor 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 s ("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.
4. Member hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance

with the terms of the approval.

5. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 312-F and all future Mutual Members at 312-F.
6. 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 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. 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.
7. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.
8. Member's contractors and other invitees shall 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.
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.
10. Prior to the issuance of a Mutual Consent for Unit 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.
11. Prior to the issuance of a Mutual Consent for Manor Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "United Laguna Woods Mutual Color Selections" at Resident Services, located at the Community Center first floor.

12. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. The Conformance Deposit will be held until both a Final Mutual Consent for Unit Alterations and a Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
13. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member or the Property, to cover and/or recoup any costs whatsoever, including, but not limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.
14. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Member agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.
15. Any remaining Conformance Deposit is refundable if the Member notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member's address of record with the Mutual. Under no circumstances shall Member be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.
16. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.

17. 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.
18. During construction, both the Mutual Consent for Unit Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
19. 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.
20. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
21. 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.
22. Mutual 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 Mutual Member's improvements and installation, construction, design and maintenance of same.

- **765-A (La Corona, Plan 3B) - Request to Retain Patio Enclosure**

RESOLUTION 01-17-XXX
Variance Request

WHEREAS, Mr. Mosen Asadi of 765-A Calle Aragon of United Laguna Woods Mutual, submitted a request to retain the patio enclosure;

WHEREAS, that request was denied by the Board on September 12, 2017;

WHEREAS, In accordance with Resolution 01-13-182, Mr. Asadi submitted a letter of appeal to the Board's decision on September 26, 2017;

WHEREAS, on November 14, 2017, the Board adopted Resolution 01-17-126, denying the appeal;

WHEREAS, on December 22, 2017 the Board issued the Member required conditions necessary to comply and,

WHEREAS, on February 15, 2018, the Architectural Controls and Standards Committee reviewed the status of those conditions.

NOW THEREFORE BE IT RESOLVED, that Resolution 01-17-126 adopted November 14, 2017 is hereby superseded and cancelled; and

RESOLVED FURTHER, on March 13, 2018, the Board of Directors hereby approves the request with the condition that the proposed alterations are constructed in accordance with the following criteria:

1. A Mutual Consent for Unit Alterations has been granted at **765-A to Retain Front Patio Enclosure**, 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 severe fines to the Member.
2. A City of Laguna Woods permit is 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 Mutual Consent for Unit Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. 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.
3. Prior to the issuance of a Mutual Consent for Unit Alterations, if required, a Mutual Roof Alteration Notification ("Tie-In Form") must be submitted to the Division. All roof tie-ins must be performed by a C-39 Licensed Contractor. The Member may hire a C-39 Licensed Contractor of his/her own choice to perform roof tie-ins for the installation of solar panels on all roof types except PVC Cool Roofs. For PVC Cool Roofs, regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member's expense. All tie-ins may only be made to sound

structural elements. Existing structural elements proposed to be tied to, which exhibit signs of dry rot or other structural defects, must be repaired at the Mutual's expense prior to installation.

4. No improvement shall be installed, constructed, modified or altered at Unit 765-A, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Manor 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 s ("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.
5. Member hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
6. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 765-A and all future Mutual Members at 765-A.
7. 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 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. 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.
8. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.
9. Member's contractors and other invitees shall 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.

10. 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.
11. Prior to the issuance of a Mutual Consent for Unit 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.
12. Prior to the issuance of a Mutual Consent for Manor Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "United Laguna Woods Mutual Color Selections" at Resident Services, located at the Community Center first floor.
13. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. The Conformance Deposit will be held until both a Final Mutual Consent for Unit Alterations and a Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
14. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member or the Property, to cover and/or recoup any costs whatsoever, including, but not limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member 's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.
15. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Member agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.
16. Any remaining Conformance Deposit is refundable if the Member notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was

posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member's address of record with the Mutual. Under no circumstances shall Member be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.

17. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.
18. 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.
19. During construction, both the Mutual Consent for Unit Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
20. 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.
21. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
22. 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.
23. Mutual 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 Mutual Member's improvements and installation, construction, design and maintenance of same.

RESOLUTION 01-18-XX

Recording of a Lien

WHEREAS, Member ID 947-455-60; 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, March 13, 2018, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-455-60 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

DATE: March 13, 2018
FOR: Board of Directors
SUBJECT: 2018 Election Schedule

RECOMMENDATION

Staff recommends that the Board approve the Election Schedule – United 2018 to be sent to Martin and Chapman, the approved Inspector of Elections for the 2018 Annual Meeting of the Corporate Members.

BACKGROUND

Martin and Chapman have been retained as the Inspector of Election for 2018. The Election Schedule 2018 details the dates when Staff and the election consultant need to follow to complete the Annual Elections in the Fall 2018.

DISCUSSION

The attached Election Schedule Calculations 2018 have been reviewed by legal counsel in accordance to the Corporation Bylaws. The Election Schedule 2018 details the dates based on the Calculation Schedule when action needs to be taken by Staff and the election consultant, Martin and Chapman, in order to complete the election in the Fall.

FINANCIAL ANALYSIS

Election costs included in annual budget.

Prepared By: Cheryl Silva, Corporate Secretary

Reviewed By: Lori Moss, Community Manager

ATTACHMENT(S)
2018 Election Schedule

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ELECTION SCHEDULE
PER CORPORATION BYLAWS
UNITED MUTUAL
As of January 29, 2018

Appoint Inspectors of Election	February
Approve Election Schedule	March
Record Date for Annual Meeting Notice	60 days before date of Annual Meeting (Bylaws Section 5.10b)
Mail Annual Meeting Notice (postcard)	12-15 days before Annual Meeting (Bylaws 5.4a); 20 days before Annual Meeting if mailed (Corporations Code Section 7511)
Self-Nominations Close (5:00 PM)	60 Days before Annual Meeting (5.2)
Candidate Statement Due	60 Days before Annual Meeting (5.2)
Ballot Information to Printer	2 weeks prior to mailing (per Martin & Chapman)
Record Date for Voting	60 days before date of Annual Meeting (Restated Bylaws Section 5.10c)
Copy of Mailing List	1 month before mailing (per Martin & Chapman)
Mail Ballot Package	30 days before Ballots Due Back (§5115)
Meet the Candidates	August, TBD (before of day ballots mailed)
Replay Meet the Candidates	TBD
Ballots Due Back	30 days after mailing (§5115)
Counting of Ballots by Inspectors of Election (open meeting)	2 days after ballots return (per Martin & Chapman)
Mail Notice of Organizational Meeting	4 days prior to Organizational Board Meeting
Annual Meeting Date	October 9, 2018 2 nd Tuesday in Oct (5.2) 9:30 AM Board Room
Organizational Board Meeting	Following Annual Meeting

ELECTION SCHEDULE 2018

UNITED	
Appoint Inspectors of Election	2/13/2018
Approve Election Dates	March
Record Date for Mailing of Meeting Notice	8/10/2018
Mail Meeting Notice (postcard)	7/10/2018
Record Date for Voting	8/10/2018
Hearing Dates	TBA
Nominations Close 5:00 PM	8/10/2018
Candidate Statement Due	8/10/2018
Ballot Information to Printer	8/13/2018
Copy of Mailing List	7/27/2018
Mail Ballot Package	8/27/2018
Candidate Video Agreement Due	TBA
Candidate Video Filming	TBA
Meet the Candidates	August TBD
Replay Meet the Candidates	TBA
Ballots Due Back	9/26/2018
Counting of Ballots by Inspectors of Election	9/28/2018
Notice of Organizational/ Annual Meeting and Agenda	10/5/2018
Annual Meeting Date	10/9/2018 9:30 A.M. BOARD ROOM
Organizational Board Meeting	10/9/2018



STAFF REPORT

DATE: March 13, 2018
FOR: Board of Directors
SUBJECT: Entertain a Motion to Approve a Resolution Endorsing the Handyman Program and Setting Policy

RECOMMENDATION

Entertain a motion to approve a resolution to endorse and set policy for the Handyman Services Program (Attachment 1).

BACKGROUND

United Laguna Woods Mutual has endorsed the implementation of a handyman service program for its residents, as a pilot program. The Mutual currently offers chargeable services for various appliance, electrical, carpentry, painting and plumbing work per Resolution 01-17-104. However, the Handyman Program is designed to help residents with a wide range of repairs and other help not covered by monthly assessments or chargeable services.

Although handyman services are readily available to the residents from a third party vendor, an in-house handyman service may be more convenient and potentially more cost effective, as well as a more secured way of delivering the services to our residents.

As directed by the Board, staff researched the handyman program provided at Rossmoor of Walnut Creek. Their program started off gradually using one dedicated handyman staff member to respond to requests. By the end of the first year, 800 manors were enrolled and this number has steadily increased since the program began, causing the number of handymen to be increased to 2.5.

DISCUSSION

The program will offer the handyman services listed on the Description of Services (Attachment 2) for a 12-month period at a cost of \$200. Residents who sign a Service Agreement, which is renewable annually, (Attachment 3) will receive upon request, up to three monthly visits by VMS staff, not to exceed two hours per visit.

The Description of Services, Service Agreement, and frequently asked questions (FAQ) sheet (Attachment 4) will be listed on the Laguna Woods Village website. A Handyman Services Program brochure (Attachment 5) will be displayed at all Clubhouses and at the concierge desk in the Community Center.

FINANCIAL ANALYSIS

Net revenue or net expense for the program will be reflected in the Mutual Operating Fund.

Prepared By: Patrick Cleary, Maintenance Operations Manager

Reviewed By: Ernesto Munoz, P.E., Maintenance and Construction Director
Betty Parker, Financial Services Director

ATTACHMENT(S)

Attachment 1 – Proposed Resolution 01-18-XX
Attachment 2 – Description of Services
Attachment 3 – Service Agreement
Attachment 4 – FAQ Sheet
Attachment 5 – Handyman Services Program Brochure

RESOLUTION 01-18-XX

Handyman Services Program

WHEREAS, the United Laguna Woods Mutual (Mutual) has a chargeable service policy for non-emergency maintenance repairs for specific original and standard components within the Mutual dwelling units;

WHEREAS, a new Handyman Services Program has been designed to help residents with a wide range of repairs and provide other assistance around the home not covered by monthly assessments or chargeable services; and,

NOW THEREFORE BE IT RESOLVED, April 10, 2018, the Board of Directors of this Corporation hereby approves the Handyman Services Program as defined by the Service Agreement (attached) to provide limited maintenance services to alteration and non-standard components, not currently covered by the Mutual; and

RESOLVED FURTHER, participants will sign a Service Agreement and pay the \$200 annual fee; and,

RESOLVED FURTHER, participants will receive up to 3 service calls per month, not to exceed 2 hours per service call, for items on the Board-approved Description of Services.

RESOLVED FURTHER, that net revenue or net expense for the program will be reflected in the Mutual Operating Fund; and,

RESOLVED FURTHER, the Board recognizes that costs incurred by this program may exceed revenue generated during the initial implementation period; 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.

MARCH initial notification

Should the Board endorse the proposed program, 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 postpone the resolution to the next available Board Meeting no less than 30-days from the postponement to comply with Civil Code §4360.

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ATTACHMENT 2

Handyman Services Program – Description of Services

- Fluorescent Tubes/Light Bulbs: Replace any light bulb in the manor including non-functioning appliance bulbs. *Resident is responsible for supplying bulbs.* Replace defective fluorescent ballast.
- Lamps: Repair or replace defective switches, sockets, and wiring. Replace defective cords and plugs. Replace defective cord line dimmer switches. Assemble and test new lamps.
- Alteration Light Fixtures: Raise, lower and install resident-supplied chandeliers. Repair or replace defective light sockets and ballasts. Repair wiring within the fixture. *Install new resident-supplied light fixtures.*
- Other Alteration Electrical: Replace defective light switches and outlets. Replace defective GFI outlets. Reset tripped circuit breakers. Repair electrical wiring shorts within the box. Replace defective door bell, button and transformer.
- Alteration Drains: Clear clogged drains within the unit including kitchen sink trap, garbage disposal, dishwasher air gap, bathroom sink trap, toilets, tub, and shower.
- Alteration Plumbing: Repair or replace traps, pipes and hoses from the floor to the wall as needed. Repair or replace tub and basin stoppers.
- Alteration Toilets: Replace defective flush valves, balls, and flappers. Replace seals as needed. Resolve stoppages in alteration toilets or caused by the resident.
- Alteration Sinks, Kitchen and Bath: Replace leaking hoses and supply lines. Replace defective spray heads. Unplug, clean or replace drain traps. Repair or replace defective stoppers. Repair or replace defective pull rods. Remove trap to recover items lost in drain.
- Alteration Tub and Showers: Repair or adjust tub and shower doors as needed. Clear clogged drains. Repair stopper. *Replace shower head (resident-supplied).* Reinstall fallen shower curtain.
- Alteration Faucets: Repair faucets within the unit. Replace aerators, if needed. *Replace handles (resident-supplied).*
- Alteration Garbage Disposals: Replace resident supplied disposal. Clear jammed disposals. Reset switch. Replace defective wall switch. Clean or replace air gap as needed. Repair or replace electrical cord.
- Alteration or Upgraded Dishwashers: Remove object in tub. Repair interior parts as needed. Tighten counter attachment screws as needed. Repair leaking drain hose.
- Vent Fans: Replace defective switch. Repair fan blade vibration.
- Alteration Water Heaters: Adjust temperature. Inspect for leaks. Replace supply line washers as needed. Reset tripped thermostat control. Replace defective safety valve. Repair leaking drain valve.
- Window and Deck Shades: Adjust pull string. Tighten loose brackets. Replace worn end brackets. *Install (resident-supplied) shades.*
- Alteration Closet/Wardrobe doors: Adjust or reset doors. Lubricate doors as needed. Replace defective rollers and missing or defective floor glides. Adjust locking handles. Lubricate hinges as needed.
- Closets: Replace broken alteration clothes pole and sockets.

ATTACHMENT 2

- Alteration Sliding Glass Doors and Windows: Lubricate and adjust rollers. Replace defective rollers. Adjust and lubricate lock. Replace defective lock. Adjust off track door. Replace fallen screens.
- Alteration Sliding Screens: Adjust off track door. Lubricate as needed. Replace defective rollers. Adjust or replace latch. Reinsert loose screen in frame.
- Drapery Rods: Lubricate pulley as needed. Replace defective draw cord. Replace defective cord tension device. Replace plastic hook eyelets as needed. Reinstall rod screws. Remove drapes for cleaning and reinstall.
- Alteration or Personal Property Drawers: Repair or replace broken runners. Lubricate hinges as needed. Tighten loose screws. Lubricate or replace rollers as needed. Tighten loose pull knobs.
- Alteration or Personal Property Cabinets: Tighten loose hinges. Lubricate and adjust hinges as needed. Replace defective hinges. Tighten loose pull knobs.

The “Personal Services” section describes chore type services.

The United Laguna Woods Mutual Handyman Service Program does not cover cleaning tasks of any kind, although you may use the service to help you access areas to make it easier for you to clean them (i.e. moving a heavy appliance to allow cleaning below or behind it.) This program also does not cover landscaping or roofing services.

Personal Services – Are intended to help residents with everyday chores that have become a burden. The resident will supply any necessary parts for personal services. Items covered include, but are not limited to:

- Resident Assistance Equipment (*all equipment supplied by resident*): Install wood blocks under bed. Install raised toilet seat. Install toilet support/grab bars. Tighten loose shower grab bars.
- Install vacuum cleaner bag
- Remove or install table leaves
- Open or close convertible couches
- Turn mattress
- Move lightweight furniture
- Hang small lightweight shelves
- Move or hang potted plants
- Install paper towel hangers
- Install cup hooks
- Small carpentry jobs
- Duplicate keys made

Other tasks that take less than a half-hour will be considered on a negotiated basis.

ATTACHMENT 3

UNITED LAGUNA WOODS MUTUAL HANDYMAN SERVICES PROGRAM

SERVICE AGREEMENT

LENGTH OF CONTRACT

This Agreement shall be effective for one full year from the date that payment for the program and this contract are received.

COST

The cost of the program is \$200.00 per year for cooperative and condominium units. Please make your check payable to United Laguna Woods Mutual or ULWM.

SERVICES

The resident purchasing the service program is entitled to three (3) service calls per month for his/her manor for services listed on the Description of Services attached to this Agreement for the term of the Agreement. Services not listed on the Description of Services List excluded.

For purposes of this Agreement a service call is one trip to a manor to perform services, provided such trip does not exceed two hours. Single trips shall be considered two service calls if they exceed two hours. If additional trips are needed to complete the services requested it will not count as another service call unless such additional trips cause the total service time to exceed the two hour limit.

PARTS

All parts required for services under this Agreement will be supplied by ULWM unless it states otherwise in the Description of Services. Parts required to be supplied by the resident may be purchased by the resident from VMS Warehouse. Parts are subject to availability.

ULWM does not assume responsibility or liability for any damage or loss in any way related to the Resident's alleged failure to obtain parts in a timely manner.

APPOINTMENTS AND HOURS

Services will be scheduled and services will be performed during regular business hours, Monday through Friday, 8:00 AM to 3:30 PM, excluding holidays. To request a service, a resident should call 949-597-4600 and reference the Handyman Services Program.

Services requested by the resident after hours or on holidays will not be covered by this Agreement regardless of whether they fall within the scope of services set forth on the Description of Services list.

ULWM does not assume responsibility or liability for any damage or loss in any way related to VMS's alleged untimely response to any "emergency" or other request for service.

TRANSFER TO NEW OWNER

A resident's rights and obligations under this Agreement shall be transferred during the term of the Agreement to any individual that subsequently purchases his/her manor. This transfer shall occur automatically upon change in ownership and at no charge. Under no circumstances may a resident's rights under this Agreement be transferred to a different address than that under which it was purchased.

ATTACHMENT 3

EXCLUSIONS AND LIMITATIONS

ULWM will not in any way pay for any services performed by anyone other than VMS staff, unless ordered, or, authorized in writing, by ULWM. This Agreement shall not apply to any appliance or electronic product covered by an express warranty. ULWM reserves the right to refuse to service/repair any appliance or other component which in its sole discretion is too unsafe, old or worn to warrant further repair and/or service. This Agreement is intended to cover handyman service necessitated as a result of ordinary wear and tear and does not apply to repairs or services necessitated by such intervening causes as wars, floods, water, water damage, lightening, wind and windstorms, earthquakes, fires, smoke, acts of God, thefts, riots, vandalism, or misuse or abuse of a component.

LIMIT OF LIABILITY AND DAMAGES

ULWM's entire liability for any claim related to services provided under this Agreement shall in no event exceed the purchase price of the service package. In addition, ULWM will not be responsible for any general or consequential damages arising out of or in any way related to services provided under this Agreement.

INDEMNIFICATION OBLIGATIONS

A resident agrees to defend, indemnify and hold harmless ULWM and VMS for any claim, injury or harm suffered by an employee or agent of VMS providing services under this Agreement if such claim, injury or harm is due in whole or in part to the negligent acts or omissions of resident.

CANCELLATION

This Agreement may be cancelled within 30-days of receipt. Requests for cancellation shall be made in writing and sent to the Maintenance Operations Manager at P.O. Box 2220, Laguna Woods, CA 92654-2220. Upon receipt of a timely notice of cancellation, a resident shall receive a full refund of the costs for the service program provided no services have been rendered under the Agreement. If services have been rendered at the time of cancellation, a resident shall be entitled to a pro rata refund based on the retail value of services performed.

Attachment (new enrollees): Description of Services

**BE SURE TO INCLUDE THIS CONTRACT, SIGNED,
ALONG WITH YOUR CHECK MADE PAYABLE TO ULWM**

Resident Signature

Manor Address

Date

Print Resident Name

ULWM Agent Signature

Date

FOR SERVICE REQUESTS CALL 949-597-4600
WHITE COPY: ULWM, YELLOW COPY: RESIDENT

Handyman Services Program
(949) 597-4600 * ResidentServices@VMSinc.org

FAQ SHEET

FREQUENTLY ASKED QUESTIONS:

Below are some frequently asked questions and answers about the Handyman Services Program.

Q: How do I arrange for handyman service at my manor?

A: Call (949) 597-4600. A representative will review your request and create a service order. Staff will then call you to schedule an appointment at a time that is convenient for you.

Q: What is the cost for service?

A: The rate is \$200 for a 12-month period.

Q: Can I pay with a credit card?

A: Yes. Payment may be made by credit or personal check.

Q: How do I join?

A: By signing a Service Agreement and submitting payment. This can be done a few different ways.

1) Visit us in person at Resident Services in the Laguna Woods Village Community Center, where a representative can walk you through the process.

2) Call Resident Services at (949) 597-4600. You will be sent the necessary documents to complete and return along with payment.

3) Print out a copy of the Service Agreement from the website, fill it out and send it with a check for the correct amount to ULWM to P.O. Box 2220, Laguna Woods, CA 92654-2220, Attn: Handyman Service.

Q: How many requests can I make for service?

A: You are allowed three service calls per month with each call allowing up to two hours of work.

Q: Is there a charge per service call?

A: No. The only cost to you is the yearly fee. Parts that are not covered by the Service Agreement will need to be provided by the resident.

Q: When is the service offered?

A: Appointments are available Monday through Friday from 8:00 a.m. to 3:30 p.m., excluding holidays. You may call for service during normal business hours.

Q: If I sell my unit and/or move to another manor within Laguna Woods Village, does the Service Agreement move with me?

ATTACHMENT 4

A: No. The Service Agreement is tied to the manor. The new buyer/resident will retain the Service Agreement benefit.

Q: Can I cancel my Service Agreement?

A: Yes. You may cancel within the first 30 days of signing and receive a full refund if the service has not been used. If the service has been used, you are entitled to a pro-rated refund based on the retail value of services performed.

Q: What is covered by the Service Agreement?

A: Many items are covered. See details of items covered on the Description of Services list.

Q: Will the coverage currently provided by United Laguna Woods Mutual change?

A: No. Maintenance policies for your Mutual remain the same.

ATTACHMENT 5

THE SERVICE

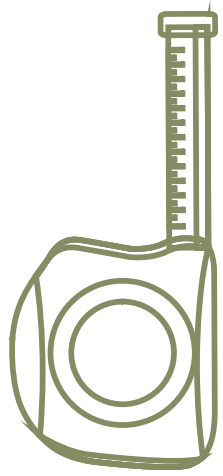
The Service is offered at an annual cost of \$200.

The Handyman Services provides assistance to residents in a variety of situations and covers a wide range of repairs.

Income generated from the program will be used to offset the cost of the program.

The staff providing service has decades of experience in the Village. VMS staff are friendly and have thorough knowledge of the Village and what is covered under the Handyman Services.

Service is performed during regular business hours, Monday through Friday, 8 a.m. to 3:30 p.m., excluding holidays.



to Agenda Item # 12a
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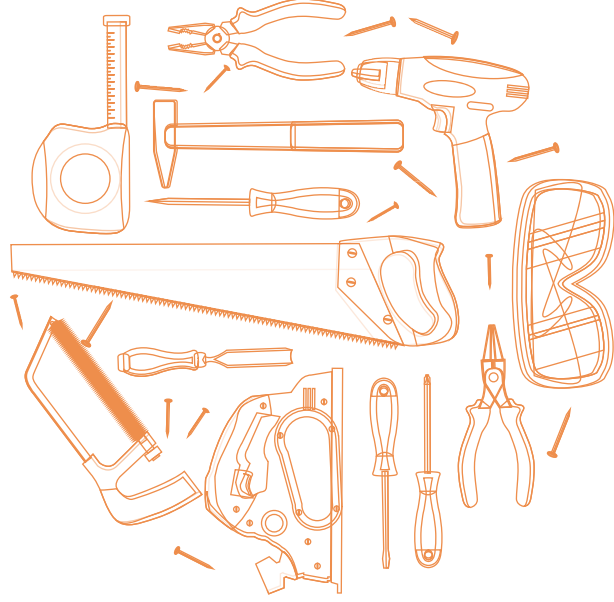
RESIDENT SERVICES

949-597-4600

www.lagunawoodsvillage.com

Handyman Services

DRAFT



UNITED LAGUNA WOODS
— M U T U A L —

**HANDYMAN
SERVICES**

**Friendly and Experienced
Maintenance Staff**

**Call Resident Services at
949-597-4600 and tell them you are
calling about “Handyman Services” or
visit www.lagunawoodsvillage.com
and click on “Handyman Services”.**



Laguna Woods Village®

WHAT IS COVERED?

The Handyman Services Program is designed to help residents with repair issues that are not covered by the Mutual. VMS staff will be able to help determine if your maintenance request is covered by the Mutual or the Handyman Services Program. All materials are covered under the program unless stated otherwise in the Service Agreement. Residents enrolled in the program are entitled to three service calls per month, not to exceed two hours per service call.

HOW DO YOU JOIN?

By signing a Service Agreement and submitting payment. This can be done a few different ways:

- 1) Visit us in person at Resident Services.
- 2) Call Resident Services at (949) 597-4600. You will be sent the necessary documents to complete and return with your check.
- 3) Print out a copy of the Service Agreement from the website, fill it out and return it with a check for the correct amount.

Below is a summary of some of the services offered. Contact Resident Services or visit www.LagunaWoodsVillage.com for a full list of services.

SERVICES

(Alterations & Non-Standard Components)

Assemble Furniture

Cabinets

Closet Doors

Closets

Dishwashers

Drains

Drapery Rods

Drawers

Faucets

Fluorescent Tubes & Light Bulbs

Garbage Disposals

General Electrical

General Plumbing

Lamps

Light Fixtures

Resident Assistance Equipment

Sinks (Kitchen and Bath)

Sliding Glass Doors &

Windows

Sliding Screens

Television Mounting

Toilets

Tub and Showers

Vent Fans

Water Heaters

Window and Deck Shades

Change Filters

Flip Mattresses

Hang Pictures

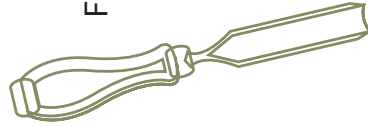
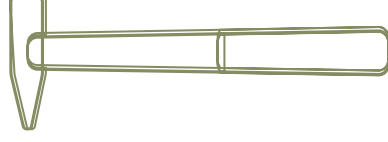
Install Batteries

Install Vacuum Cleaner Bag

Move Furniture or Boxes

Move or Hang Potted Plants

Small Carpentry Jobs





STAFF REPORT

DATE: February 13, 2018
FOR: Board of Directors
SUBJECT: Establish a Policy for Director Access to Corporate Books and Records

RECOMMENDATION

Entertain a Motion to Approve a Policy Establishing Director Access to Corporate Books and Records.

BACKGROUND

On January 29, the Governing Documents Committee discussed establishing a Policy governing Director access to corporate books, records and documents. The Committee recommended changes to the draft Policy created by Counsel. With the amendments, the Committee recommended approval and scheduling on the next Board agenda.

DISCUSSION

The Policy (ATT 1) is intended to provide clear guidelines and procedures for access to certain United records. Current Directors serving on the Board have the “absolute right” to inspect and copy all books, records and documents of every kind and to inspect the physical properties of United, provided same is done at a reasonable time (*Corporations Code* § 8334). However, the manner and extent of the director’s inspection and copying rights may be subject to reasonable regulations based on balancing the interests of United and its Members, including privacy and other Constitutional rights, as well as those rights of the director to inspect corporate documents on just and proper conditions (*Corporations Code* § 8336).

The Policy specifies that a written request is necessary, indicating which documents are desired. There is a limitation on frequency; as such requests cost United, borne by Members, time and money by way of administrative time to assemble the records, as well as legal costs that may be incurred to ensure compliance and to ensure privacy rights are not infringed upon.

Physical inspection of records is permitted, as well as provision of electronic copies, in a non-editable format (e.g., PDF), without the Board reviewing the request. The Policy further identifies a process resolution for disputes if a Director is denied access. A list of books, documents, records and other information that is not subject to inspection, copying or review is listed in the Policy and includes such items as ballots and personnel information. Finally, the Policy identifies a list of documents that are not accessible where an actual or potential conflict of interest exists.

Attachment 3 is a Director Request for Access to Corporate Books, Records and Documents application.

FINANCIAL ANALYSIS

None

Prepared By: Lori Moss, Community Manager

Reviewed By: Betty Parker, Financial Services Director

ATTACHMENT(S)

ATT 1: Policy

ATT 2: Resolution

ATT 3: Application

UNITED LAGUNA WOODS MUTUAL

POLICY GOVERNING DIRECTOR ACCESS TO CORPORATE BOOKS, RECORDS AND DOCUMENTS

The following policy has been duly adopted by the Board of Directors and is in effect as of _____, 2018. United Laguna Woods Mutual (“United”) requires clear guidelines for director’s handling of corporate records and information, i.e., to keep it confidential, unless disclosure is approved by the Board (majority), or law, as determined by legal counsel, and to identify those records requiring special handling due to their sensitive, confidential nature.

The following policies are intended to provide clear guidelines and procedures for access to certain United records. Current directors serving on the Board have the “absolute right” to inspect and copy all books, records and documents of every kind and to inspect the physical properties of United, provided same is done at a reasonable time. (*Corporations Code* § 8334.) However, the manner and extent of the director’s inspection and copying rights may be subject to reasonable regulations based on balancing the interests of United and its Members, including privacy and other Constitutional rights, as well as those rights of the director to inspect corporate documents on just and proper conditions. (*Chantiles v. Lake Forest II Homeowners Association*, 37 Cal.App.4th 914 (1995); *Corporations Code* § 8336.)

These policies and procedures work to uphold the rights of directors while protecting United from liability claims that may arise from the review, copying and dissemination of sensitive, corporate records. Without established policies and procedures there exists significant opportunity for conflict amongst and between directors, employees and shareholders.

NOTICE: IMPROPER OR UNAUTHORIZED (ABSENT BOARD APPROVAL) DISCLOSURE OF INFORMATION CONTAINED IN THE BOOKS AND RECORDS OF UNITED COULD RESULT IN PERSONAL LIABILITY TO THE DIRECTOR, AS WELL AS TO UNITED, AND WILL SUBJECT THE OFFENDING DIRECTOR TO FORMAL DISCIPLINARY ACTION BY THE BOARD.

I. Director Access to Books, Documents, Records or Other Information Available to Directors Pursuant to their Inspection Rights:

Although directors have the “absolute right” to inspect and copy all books, records and documents of every kind and to inspect the physical properties of United, same must be

done at a reasonable time. The manner and extent of the director's inspection and copying rights may be subject to reasonable regulations based on balancing the interests of United and its Members, including privacy and other Constitutional rights, as well as those rights of the director to inspect corporate documents on just and proper conditions. Following are reasonable guidelines and requirements for directors to follow when exercising their right to inspect:

A. Written Request to Inspect Books, Documents, Records or Other Information

Upon written request to inspect corporate books, documents, records or other information, directors will be afforded the opportunity to inspect the requested corporate books, records or other documents, subject to the limitations of Article II below. Corporate records and documents are maintained at the Administration Building. Directors must make an appointment with staff (preferably at least five business days in advance of his or her request to inspect corporate books and/or records), which appointment may be made only during normal business hours, Monday through Friday from 9 am to 5 pm.

B. Director Physical Inspection of Books, Documents, Records or Other Information

Subject to the inspection limitations set forth in Article II below, directors may inspect the books and records and/or the physical property of United upon written request, and access to same will be provided within a reasonable amount of time. Appointments with staff may be made (preferably not less than five business days following the director's request for inspection), provided a determination has been made that the director is entitled to access the requested book, record, document or other information. The requesting director shall not be entitled to inspect books, documents, records or other information that may create an invasion of privacy and/or conflicts of interest as set forth herein.

Directors shall not be permitted to copy books, documents, records or other information of United. Notwithstanding, directors may submit, in writing, his or her reasoning, purpose and need for copying the document or record, which shall be reasonably related to the director's interest and role as a director of United. Director shall also agree, in writing, to not disclose, disseminate, or otherwise make available the copied book, record or other document to any third person, and shall indemnify and hold harmless United and its Board, Staff, and officers from any and all claims, damages and liability arising out of or related to the copying of the book, documents, record or other information. A majority of the Board shall, in its sole discretion, determine whether the requesting director's purpose, need and reasoning for copying the book, record or other document is reasonably related to his or her interest and role as a director and whether the need to copy same is reasonable or necessary; the requesting director shall recuse him- or herself from said discussion and vote.

C. Limitations on Director's Frequency of Requests to Inspect Books, Documents, Records or Other Information

The purpose of this policy is not to limit director access to records he or she is entitled to view; rather, this policy is intended to preserve privacy rights, prevent conflicts of interest and minimize exposure to liability in connection with access to United books, records, document and other information.

While directors certainly have the right to request to inspect corporate books, records or other documents, and United will fully comply with its obligations under the law related thereto, such requests cost United time and money by way of Staff taking the time to assemble the records and to make same available to the director, as well as any legal costs that may be incurred to ensure compliance and to ensure privacy rights are not infringed upon. These costs are borne by all Members.

To that end, directors shall not be permitted access to corporate books, records, documents or other information in a frequency that causes an undue burden on staff or the Board, as determined by a majority of the Board. Any and all requests limited by Article II below shall constitute a request for purposes of this limitation on frequency of requests for access to corporate books, records, documents or other information.

D. Disclosure to Board of Directors a Request to Inspect Books, Documents, Records or Other Information

Upon written request of a director to access corporate books, records or other documents, the United Board President shall review the request and determine whether said request may be limited as provided in Article II below. Should the President determine that the request may invade privacy rights and/or create a conflict of interest (whether potentially or actually), the President may deny the request.

Any and all written requests for access to United books, records, documents or other information shall be disclosed to the United Board of Directors prior to the appointment date to access same as outlined in paragraphs A and B above.

Should the requesting director request to copy books, records or other documents, the Board, excluding the interested Director, shall review the written reasoning, need and purpose to copy same, and shall vote on whether this purpose is reasonably related to the director's interest and role as a director serving on the Board. Notwithstanding, the requesting director may be provided electronic copies, in a non-editable format (e.g., PDF), without the Board reviewing the request.

E. Resolution Disputes Regarding a Director's Inspection of Books, Documents, Records or Other Information

Should the director's request for access be denied according to paragraph D above, the director may appeal to the entire Board. The Board of Directors shall review the request and determine whether same may be limited by Article II herein below. A majority of the Board shall, in its sole discretion, determine whether the request will be limited as set forth herein; the requesting director shall recuse him or herself from said discussions and vote.

II. Books, Documents, Records or Other Information Not Subject to Inspection. Copying or Review by Directors:

The following books, documents, records or other information shall not be subject to inspection or copying by directors based on the potential for invasion of privacy and/or conflicts of interest. Directors owe United certain fiduciary duties, including, but not limited to, the duty of confidentiality, the duty of loyalty and the duty of due care. Directors must act in good faith, in the best interests of United, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. (*Corporations Code* § 7231.)

A. Privacy*: Books, Records, Documents and Other Information Not Subject to Inspection.

There is a legally recognized privacy interest in precluding the dissemination or misuse of sensitive and confidential information ("informational privacy"). Informational privacy is the core value furthered by the California Constitution. (Cal. Const. Art. I, § 1.) A particular class of information is private when well-established social norms recognize the need to maximize individual control over its dissemination and use to prevent unjustified embarrassment or indignity.

Therefore, any and all books, records, documents or other information containing information that, if disclosed, would infringe, or has the potential to infringe, on a Member's privacy rights, shall not be subject to inspection or copying by a director, including, without limitation:

(1) Ballots or any other documents with information revealing the identity of a voter and how they cast their vote; and

(2) Personnel information, including employment records (e.g. performance evaluations, payroll records, etc.). However, personnel information is subject to review by the Board of Directors in connection with proper United business, but such records shall be handled by the Board (majority) and with due care.

B. Conflict of Interest (Potential or Actual) *: Books, Records, Documents and Other Information Not Subject to Inspection.

Directors owe United a duty of undivided loyalty, and may not make decisions for United that benefit their own interests at the expense of United and/or its Members. (*Raven's Cove Townhomes, Inc. v. Knuppe Development Co.*, 114 Cal. App. 3d 783 (1981).) The duty of loyalty involves not only the duty to avoid conflicts of interest, but requires full disclosure of any interests potentially adverse to United. A director has the duty to serve the interests of all Members. To that end, where an actual or potential conflict of interest exists, the director shall not be entitled to inspect or copy the following books, records, documents or other information relating to, arising out of, or in connection with:

(1) Litigation or other formal action (criminal, civil, administrative, etc.) against United in which the director (including his/her family members, guests, tenants, agents, or invitees) is involved as an opponent. This information is protected by, among other privileges, the attorney-client and work product privileges;

(2) The personal or financial interests of the director, including his/her family members, guests, tenants, agents, or invitees;

(3) The director's stated or implied (through the director's conduct) intent to disclose (without authorization of the Board) or to otherwise violate his/her fiduciary duties; and

(4) Neighbor to neighbor disputes, including, but not limited to, sensitive records pertaining to a director's neighbor, when such director is involved in a neighbor to neighbor dispute (e.g., architectural applications, disciplinary hearing notices, violation notices, nuisance claims, or other letters to or from the neighboring Member).

**The records set forth herein shall not be considered an exhaustive list, and a director may be precluded from inspecting or copying certain books, records or documents that infringe (or have the potential to infringe) on privacy rights or where the director has a potential or actual conflict of interest.*

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RESOLUTION 01-18-XX

Director Access to Corporate Books, Records and Documents

WHEREAS, United Laguna Woods Mutual (“United”) is a non-profit mutual benefit corporation, existing under and by virtue of the laws of the State of California, organized for the purpose of providing its Members with housing on a cooperative non-profit basis pursuant to the provisions set forth in its Articles of Incorporation and Bylaws;

WHEREAS, United, through its volunteer Board of Directors (“Board”), is responsible for management, maintenance and administration of a residential stock cooperative common interest development under United’s governing documents (which include, without limitation, the Articles of Incorporation, Bylaws, Occupancy Agreement, operating rules and Board resolutions), which grant United the authority to manage and govern the affairs of the properties within United;

WHEREAS, pursuant to Corporations Code Section 8334, every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation of which such person is a director;

WHEREAS, a director’s general right of inspection may be preempted by the right of privacy guaranteed under the California Constitution, may be subordinate to statutes specifically protecting confidential, private, or privileged records, and California courts have also acknowledged a constitutional right to privacy held by members of HOA’s in their voting decisions;

WHEREAS, a director’s duty of loyalty involves not only the duty to avoid conflicts of interest, but requires full disclosure of any interests potentially adverse to United; and,

WHEREAS, United desires to adopt clear guidelines and procedures for director access to United records, and directors’ handling of those records, while protecting United from liability claims arising from the review, copying and dissemination of corporate records.

NOW, THEREFORE BE IT RESOLVED, March 13, 2018, that the Board of Directors of this Corporation hereby adopts a Policy Governing Directors Access to Corporate Books, Records and Documents and other governing documents regarding access to United’s records; 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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Director Request for Access to Corporate Books, Records And Documents

Current directors serving on the Board of Directors of United Laguna Woods Mutual have the "absolute right" to inspect and copy all books, records and documents of every kind and to inspect the physical properties of United Laguna Woods Mutual ("Corporation"), provided same is done at a reasonable time. (Corporations Code § 8334.) However, the manner and extent of the director's inspection and copying rights may be subject to reasonable regulations based on balancing the interests of the Corporation and its Members and employees, including privacy and other Constitutional rights, as well as those rights of the director to inspect Corporation documents on just and proper conditions, including avoiding conflicts of interest. (*Chantiles v. Lake Forest II Homeowners Association*, 37 Cal.App.4th 914 (1995); Corporations Code § 8336.)

I request the following:

_____ Review/inspect corporate books, records and documents

_____ Copy corporate books, records and documents

Records/documents from date(s): (from) _____, 20____ (to) _____, 20____

The records/documents that I request are:

My purpose in asking to inspect/copy the foregoing records/documents is:

Director Name: _____

Address: _____

Mailing Address (If address is different): _____

Telephone Number: _____

I understand that the Corporation may request clarification of my request. Such clarification may require dialogue between the Staff me, which may impact the date on which my request becomes active. I understand that it is up to me to arrange for a copy service if I want copies, or I may request that the Staff make copies.

I acknowledge and agree the corporate books, records and documents, and any information from them, may not be sold, used for a commercial purpose, or used for any other purpose not reasonably related to my interests as a Director of the Corporation. I agree to keep the corporate books, records and documents, and any information from them confidential and agree to return the corporate books, records and documents to the Staff at the end of my term as a director.

I understand that legal action may be brought against me for injunctive relief and for actual damages to the Corporation caused by a violation of the foregoing.

Signature: _____

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STAFF REPORT

DATE: March 13, 2018
FOR: United Board of Directors
SUBJECT: United Committee Appointments

RECOMMENDATION

Approve a Resolution of the Committee Appointments for Board Committees.

BACKGROUND

Changes to the Board Committees occurred due to requests from the Board members.

DISCUSSION

The United Board Committee Assignments (Attachments 1) have been updated.

FINANCIAL ANALYSIS

None

Prepared By: Cheryl Silva, Assistant Corporate Secretary

Reviewed By: Brad Hudson, CEO

ATTACHMENT(S)

Attachment 1: United Board and GRF Appointments Resolutions

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RESOLUTION 01-18-
United Laguna Woods Mutual Committee Appointments

RESOLVED, January 9, 2018, that the following persons are hereby appointed to serve the Corporation in the following capacities:

Architectural Control and Standards Committee

Janey Dorrell, Chair

Don Tibbetts, Co-Chair

Cash Achrekar

Pat English

Gary Morrison

Non-Voting Advisers: Michael Mehrain, Kay Anderson, Walter Ridley, **Ken Deepe**

Communications Committee

Maggie Blackwell, Chair

Juanita Skillman - Alternate

Executive Members Hearing Committee

Juanita Skillman, Chair

Janey Dorrell, Co-Chair

Cash Achrekar

Finance Committee

Gary Morrison, Chair

Manuel Armendariz

Pat English

Juanita Skillman

Non-voting Adviser: Alan Dickenson

Governing Documents Review Committee

Juanita Skillman, Chair

Maggie Blackwell, Co-Chair

Gary Morrison

Non-voting Advisers: Bevan Strom, Mary Stone

Laguna Woods Village Traffic Hearings

Cash Achrekar, Rotating Chair

Landscape Committee

Maggie Blackwell, Chair

Manuel Armendariz

Janey Dorrell

Landscape Committee (continue)

Non-Voting Adviser: Pamela Grunke

Maintenance and Construction Committee

Don Tibbetts, Chair

Janey Dorrell

Pat English

Gary Morrison

Non-voting Adviser: Del Ng, Jack Bassler

New Resident Orientation

Per Rotation List

Resident Advisory Committee

Don Tibbetts, Chair

Cash Achrekar, Co-Chair

Juanita Skillman

Non-voting Advisers: Kay Anderson, Nancy Lannon

United Delegate to the Village Energy Committee

Juanita Skillman

RESOLVED FURTHER Resolution 01-18-12, adopted January 9, 2018, 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.

RESOLUTION 01-18-XX
Golden Rain Foundation Committee Appointments

RESOLVED, November 14, 2017, 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:

Business Planning

Gary Morrison
Juanita Skillman

Community Activities

Janey Dorrell
Juanita Skillman

Finance

Gary Morrison
Juanita Skillman

Landscape Committee

Manuel Armendariz
Maggie Blackwell

Maintenance & Construction

Don Tibbetts
Gary Morrison

Media and Communications Committee

Maggie Blackwell
Juanita Skillman

Mobility and Vehicles Committee

Cash Achrekar
Reza Bastani

PAC Task Force

Juanita Skillman
Don Tibbetts

Security and Community Access

Pat English
Don Tibbetts

Town Hall Meetings

As Needed

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ENDORSEMENT (to United Board)

Electrical Use Reimbursement Policy Revisions

Ernesto Munoz briefly discussed the current policy and the process for electrical use reimbursements from moisture intrusion events.

In order to reimburse residents for the excess electricity caused by the dry down equipment used during a moisture intrusion event, a time consuming and labor-intensive process must be followed. This process results in a significant amount of staff and resident coordination, paperwork, and calculations to arrive at what is typically a very small amount of reimbursement to the resident.

The reimbursements can take up to 3 months to process due to the number of requests received from both Mutuels, staff's workload, and the coordination with the resident to secure their utility billing information for the period of time in question, which is required in order to perform the necessary reimbursement calculations. This long protracted process often causes significant frustration to the resident who is waiting for a reimbursement. Residents constantly call Resident Services and other staff members seeking updates and a timeframe for their reimbursement.

During the 2016 and 2017 fiscal years, the average cost to the Mutual for staff time to process the electrical use reimbursements under the current policy amounted to \$158.00 per reimbursement, based on 3.5 hours of staff time for preparation, review of each reimbursement and approval of each check request. The proposed process will reduce the amount of staff time required for each request from 3.5 hours to just 30 minutes.

A motion was made to recommend the Board approve a revised Electricity Usage Reimbursement Policy and Resolution which will offer a standard reimbursement rate of \$32.00 per room, for excess electricity used during moisture intrusion events where dry-down of the property is required.

By a vote of 4/1/0 (Director Bastani opposed), the motion carried.

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STAFF REPORT

DATE: February 28, 2018
FOR: Maintenance and Construction Committee
SUBJECT: Electrical Use Reimbursement Policy Revisions

RECOMMENDATION

Approve a revised Electricity Usage Reimbursement Policy and Resolution which will offer a standard reimbursement rate on a per room basis, for excess electricity used during moisture intrusion events where dry-down of the property is required (Attachment 1).

BACKGROUND

The current Electricity Usage Reimbursement Policy (Resolution 01-10-268) adopted December 14, 2010 authorizes staff to process reimbursements to members for electricity consumption related to the restoration of manors as a result of moisture intrusion events as well as for excess electricity consumed due to hot water supply line leaks.

Currently, for moisture-intrusion events where dry-down equipment such as dehumidifiers and air blowers are required, the Mutual reimburses the resident for electricity used in the dry down of property, based on an established daily rate for each type of equipment extrapolated for the number of days each type of equipment is in place, as verified by the vendor providing dry down services.

DISCUSSION

In order to reimburse residents for the excess electricity caused by the dry down equipment used during a moisture intrusion event, a time consuming and labor-intensive process must be followed. This process results in a significant amount of staff and resident coordination, paperwork, and calculations to arrive at what is typically a very small amount of reimbursement to the resident. The reimbursements can take up to 3 months to process due to the number of requests received from both Mutuals, staff's workload, and the coordination with the resident to secure their utility billing information for the period of time in question, which is required in order to perform the necessary reimbursement calculations. This long protracted process often causes significant frustration to the resident who is waiting for a reimbursement. Residents constantly call Resident Services and other staff members seeking updates and a timeframe for their reimbursement.

In fiscal years 2016 and 2017, there were 31 manor owners who received an electrical use reimbursement. The average electrical use reimbursement processed for dry down of property amounted to \$47.00 per manor. The reimbursements issued ranged from \$8.44 to \$151.28.

During the 2016 and 2017 fiscal years, the average cost to the Mutual for staff time to process the electrical use reimbursements under the current policy amounted to \$158.00 per reimbursement, based on 3.5 hours of staff time for preparation, review of each reimbursement and approval of each check request.

The average total cost of each reimbursement amounts to a Mutual expense of \$205.00 which includes the costs of staff time and the average reimbursement of \$47.00 to the resident, resulting in an inefficient process.

Staff recommends establishing a standard reimbursable rate based on the number of rooms within a manor requiring dry down services, as determined during the restoration process. The majority of dry downs occur in only one room. However, there have been instances where several rooms in a manor required the use of dry down equipment.

The proposed change to the existing Resolution will require the Mutual to reimburse for electricity used in the dry down of property, for a moisture event, based on a flat rate reimbursement in the amount of \$32.00 for each room. This rate is based on the average cost of dry down services divided by the numbers of rooms in the manor. The proposed policy change will lessen the financial burden to the Mutual to provide electrical use reimbursements and will expedite the reimbursement return time to the member from 8-12 weeks to 2-3 weeks by (1) eliminating the requirement that vendor invoices be used to certify the dry down services rendered, and (2) by eliminating the requirement that a detailed billing statement be submitted by the member for a precise reimbursable amount to be calculated based on kilowatt usage and electricity tier rates. The proposed process will also reduce the amount of staff time required for each request from 3.5 hours to just 30 minutes.

The process for reimbursing the electric cost associated with hot water supply leaks (under slab leaks) will remain unchanged as the number of reimbursements processed annually is very small.

FINANCIAL ANALYSIS

Under the current established policy, the approximate cost to the Mutual for providing the above referenced service is \$158.00 with an average reimbursement to the member of \$32.00 per room.

The proposed policy change will reduce the cost born by the Mutual to an average of \$53.00 per reimbursement with a flat rate of \$32.00 per room being dispersed to the member.

Prepared By: Melody Thomas, Maintenance Programs Coordinator

Reviewed By: Olga Torres, Maintenance Operations Specialist
Patrick Cleary, Maintenance Operations Manager
Ernesto Munoz, P.E., Maintenance and Construction Director

ATTACHMENT(S)

Attachment 1 – Proposed Revised Resolution 01-18-XX

ATTACHMENT 1

Resolution 01-18-XX Revised Electricity Usage Reimbursement Policy

WHEREAS, the Mutual has historically reimbursed members for electricity consumption related to the restoration of manors as a result of moisture intrusion, as well as for excess electricity consumed due to hot water supply line leaks; and

WHEREAS, the practice of reimbursing members for electricity usage has not been formally recorded as an explicit United Mutual policy;

NOW THEREFORE BE IT RESOLVED, March 13, 2018, that the Board of Directors of this Corporation hereby adopts the revised Electricity Usage Reimbursement Policy, in accordance with Resolution 01-06-75 (Damage Restoration Policy), as follows:

- For moisture-intrusion events where dry-down of property is required, the Mutual will reimburse for electricity used at a flat rate of \$30.00 for each room requiring the use of dry down equipment, as verified by the Moisture Intrusion Coordinator.
- For hot water leaks where excess electricity has been consumed, the Mutual will reimburse for excess electricity consumption for a maximum period of three Southern California Edison billing periods, as evidenced by detailed billing statements for each of the three periods involved. Additional electricity use beyond the period of three billing cycles is the responsibility of the Member and is not reimbursable by the Mutual.
- All reimbursements will be charged to the Contingency Fund.

RESOLVED FURTHER, that Resolution 01-10-268 adopted December 14, 2010 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 the purpose of this resolution.

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Financial Report

As of January 31, 2018



INCOME STATEMENT

ACTUAL
(in Thousands)

TOTAL REVENUE

\$3,418

TOTAL EXPENSE

2,886

Revenue over Expense

\$532

Slide 1

Financial Report

As of January 31, 2018



Through January, United was better than budget by \$601K primarily due the timing of invoices and budget distribution that differs from scheduled work for:

Expenditures

- **Wasteline Remediation, work in progress.**
- **Roof Replacement, work is scheduled to begin in September.**
- **Building Structure Replacement, funding for this program is on a contingent basis; to date, work has not been required.**
- **Water Lines, to date, no buildings qualify for replacement, based on leak report.**

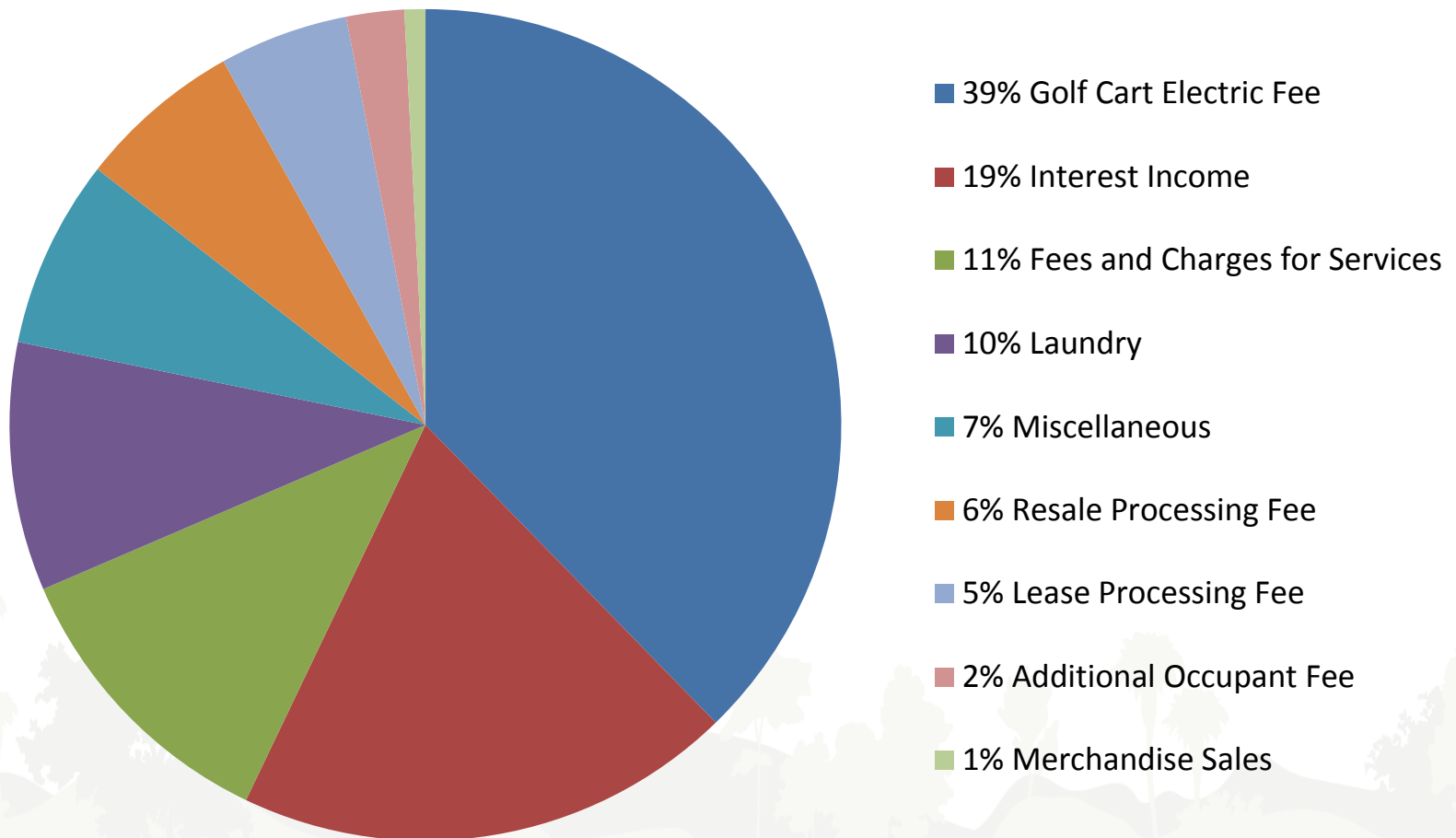
Slide 2

Financial Report

As of January 31, 2018



Total Non Assessment Revenues \$156,986



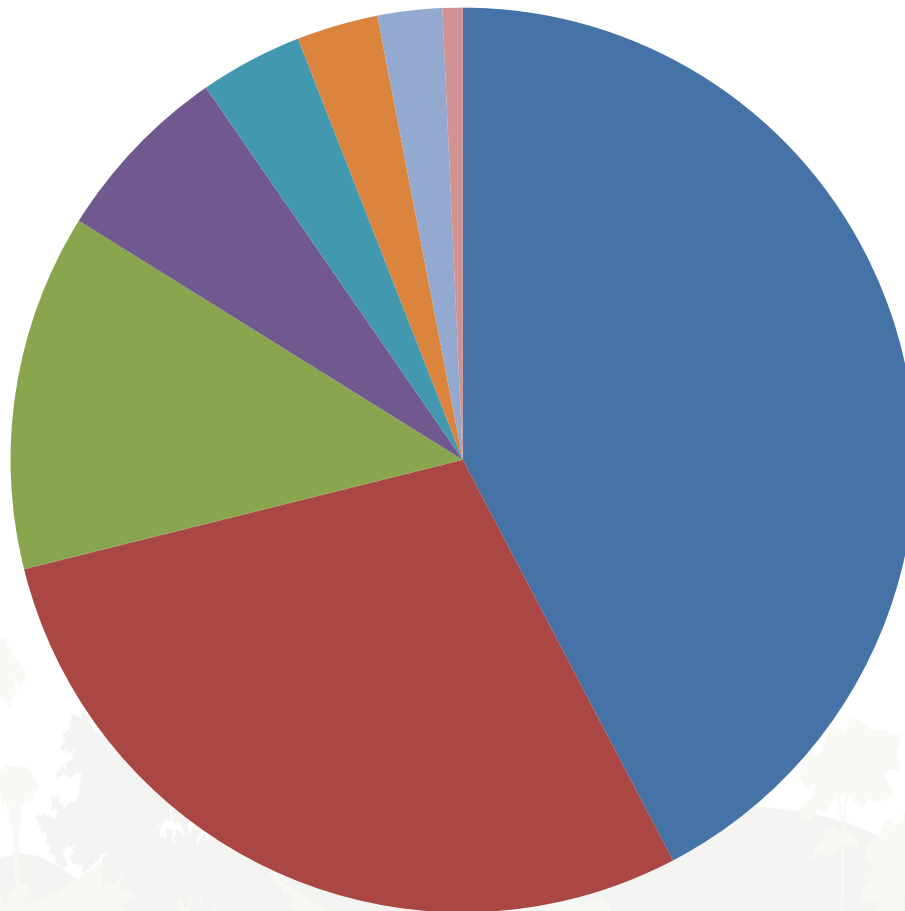
Slide 3

Financial Report

As of January 31, 2018



Total Expenses \$2,885,936



- 41% Employee Compensation and Related
- 29% Property and Sales Tax
- 13% Utilities and Telephones
- 7% Material and Supplies
- 4% Insurance
- 3% Net Allocations To Mutuals
- 2% Outside Services
- 1% Other

Slide 4

Financial Report

As of January 31, 2018



NON OPERATING FUND BALANCES

ACTUAL

(in Thousands)

BEGINNING BALANCES: 1/1/18

\$22,433

Contributions & Interest

1,023

Expenditures

(521)

Current Balances: 1/31/18

\$22,935

Slide 5

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OPEN MEETING

**REPORT OF THE REGULAR MEETING OF THE
UNITED LAGUNA WOODS MUTUAL FINANCE COMMITTEE**

Tuesday, January 30, 2018 – 2:00 p.m.

Laguna Woods Village Community Center Sycamore Room, 24351 El Toro Road

MEMBERS PRESENT: Gary Morrison - Chair, Steve Leonard, Juanita Skillman, Pat English, Manuel Armendariz

OTHERS PRESENT: Andre Torng, Prakash Achrekar, Janey Dorrell

MEMBERS ABSENT: None

STAFF PRESENT: Betty Parker, Solange Backes

Call to Order

Director Morrison chaired the meeting and called it to order at 2:00 p.m.

Acknowledgment of Media

None.

Approval of Agenda

By consensus, the Committee agenda was approved with the following additions:

- Wasteline Remediation
- Financial Qualifications
- Delinquency Procedures
- Solar Savings
- Pushmatics

Approval of the Regular Meeting Report of November 28, 2018

By consensus, the Committee report was approved as presented.

Chair Remarks

None.

Member Comments (Items Not on the Agenda)

Director Torng commented on ArborPro software.

Department Head Update

None.

Review Preliminary Financial Statements dated December 31, 2017

The Committee reviewed financials through December 31, 2017. Discussion ensued and questions were addressed.

Director Leonard requested information on Electric Vehicle registrations based on the number of vehicles paying fees each month.

Pushmatics

The Committee discussed various issues surrounding the scope of electrical panel replacements.

Projections for Pushmatic panel replacements were directed to be discussed at the next M&C Committee meeting.

Wasteline Remediation

Director Morrison commented on water intrusion events.

Director Leonard asked for Wasteline remediation event code. The event code request was directed to be addressed at the next M&C Committee meeting.

Financial Requirements

Director Leonard gave background of financial requirements for income and assets and proposed changes that are currently on 30-day notice. The Committee requested further review as a future agenda item.

Records Request Fee

The Committee discussed the administrative time required to meet member records requests. Ms. Parker, Financial Services Director, clarified Civil Code guidelines for inspection of records and charges that are allowed for producing copies or redacting personal information.

Future Agenda Items

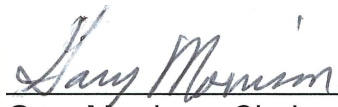
Financial Requirements.

Committee Member Comments

None.

Date of Next Meeting – Tuesday, March 27, 2018 at 2:00 p.m.

Adjournment – The meeting recessed to closed session at 3:57 p.m.



Gary Morrison, Chair

Monthly Resale Report

PREPARED BY

Community Services Department

MUTUAL

All Mutuals

REPORT PERIOD

February, 2018

MONTH	NO. OF RESALES		TOTAL SALES VOLUME IN \$\$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	48	76	\$14,821,540	\$23,481,992	\$308,782	\$308,974
February	49	63	\$18,380,142	\$18,400,200	\$375,105	\$292,067
March		*		\$24,765,800		* \$309,573
April		*		\$29,024,579		* \$329,825
May		*		\$34,046,751		* \$327,373
June		*		\$31,945,600		* \$354,951
July		*		\$21,413,120		* \$314,899
August		*		\$29,277,556		* \$325,306
September		*		\$25,481,938		* \$310,755
October		*		\$26,703,200		* \$356,043
November		*		\$29,641,100		* \$344,664
December		*		\$31,413,715		* \$356,974
TOTAL	97.00	139.00	\$33,201,682	\$41,882,192		
MON AVG	48.00	69.00	\$16,600,841	\$20,941,096	\$341,944	\$300,520

* Amount is excluded from percent calculation

Monthly Resale Report

PREPARED BY

MUTUAL

REPORT PERIOD

Community Services Department

United

February, 2018

MONTH	NO. OF REALES		TOTAL SALES VOLUME IN \$\$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	23	38	\$6,014,390	\$8,968,930	\$261,495	\$236,024
February	21	35	\$6,059,250	\$8,512,700	\$288,536	\$243,220
March		*		\$9,580,000		* \$252,105
April		*		\$10,177,429		* \$236,684
May		*		\$15,888,800		* \$264,813
June		*		\$10,744,150		* \$268,604
July		*		\$7,887,100		* \$246,472
August		*		\$11,310,367		* \$263,032
September		*		\$9,461,900		* \$255,727
October		*		\$7,898,500		* \$272,362
November		*		\$9,793,900		* \$264,700
December		*		\$12,579,440		* \$256,723
TOTAL	44.00	73.00	\$12,073,640	\$17,481,630		
MON AVG	22.00	36.00	\$6,036,820	\$8,740,815	\$275,015	\$239,622
% CHANGE - YTD	-39.7%		-30.9%		14.8%	

% Change calculated (ThisYear - LastYear)/LastYear

* Amount is excluded from percent calculation

Resales Report

United Laguna Woods Mutual

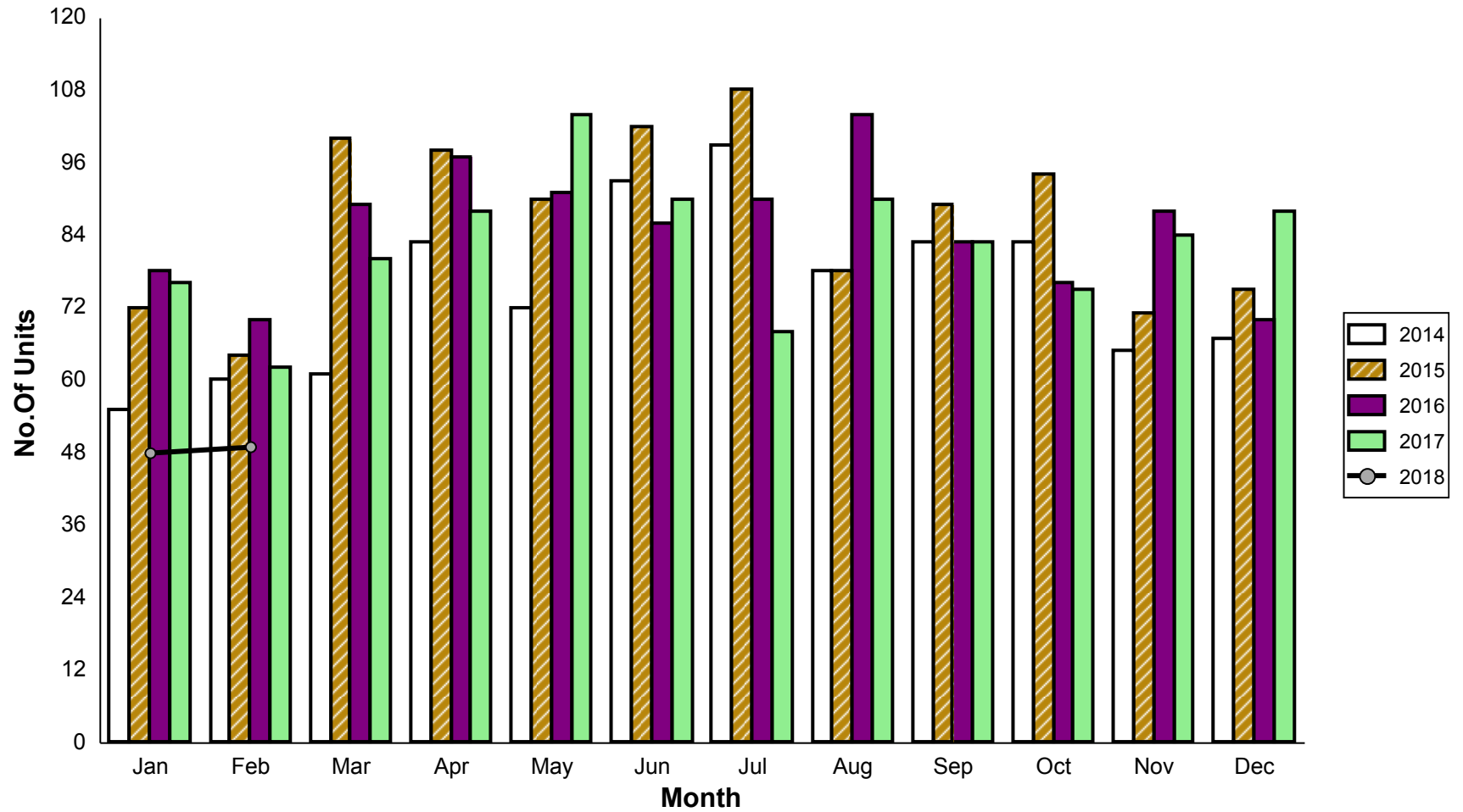
February, 2018

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
02/02/2018	1-S	1	\$280,000	Casa Blanca	The Uhrik Group	Keller Williams Real Estate	Homestead Escrow
02/05/2018	15-Q	1	\$215,000	Casa Blanca	HomeSmart Evergreen	HomeSmart Evergreen	Granite Escrow
02/26/2018	82-N	1	\$210,000	Casa Blanca	Laguna Premier Realty, Inc	Century 21 Rainbow Realty	Granite Escrow
02/08/2018	107-H	1	\$210,000	Majorca	Laguna Premier Realty, Inc	Redfin	Pacific Closing Services
02/26/2018	124-G	1	\$225,000	Majorca	Laguna Premier Realty, Inc	HomeSmart Evergreen	Pacific Closing Services
02/08/2018	198-G	1	\$255,550	Granada	Regency Real Estate	Home Hunter Inc.	Homestead Escrow
02/21/2018	218-C	1	\$340,000	Barcelona	Century 21 Rainbow	Laguna Premier Realty, Inc	Granite Escrow
02/16/2018	236-B	1	\$375,000	Seville	Laguna Premier Realty, Inc	HomeSmart Evergreen	Pacific Closing Services
02/23/2018	279-A	1	\$260,000	La Corona	HomeSmart Evergreen	Surterre Properties, Inc.	Escrow Options Group
02/14/2018	301-D	1	\$370,000	Madrid	HomeSmart Evergreen	HomeSmart Evergreen	Escrow Options Group
02/07/2018	313-C	1	\$512,000	Cordoba	Laguna Premier Realty, Inc	Century 21 Rainbow Realty	Granite Escrow
02/26/2018	320-F	1	\$339,000	Cordoba	Laguna Premier Realty, Inc	Jean Johnson-Vogel	Granite Escrow
02/05/2018	416-C	1	\$255,000	San Sebastian	Legacy 15 Real Estate	Re/Max Associated Realtors	Pure Logic Escrow
02/02/2018	635-A	1	\$255,000	Castilla	Westgate Realty	Arbor Real Estate	Homestead Escrow
02/22/2018	678-Q	1	\$218,000	Casa Contenta	Laguna Premier Realty, Inc	Coldwell Banker	Pacific Closing Services
02/14/2018	813-A	1	\$329,000	Casa Contenta	HomeSmart Evergreen	HomeSmart Evergreen	Escrow Options Group
02/07/2018	897-P	1	\$225,000	Casa Contenta	Century 21 Rainbow	First Team Estates	Homestead Escrow
02/13/2018	897-O	1	\$280,000	Casa Contenta	Legacy 15 Real Estate	Harcourts Prime Properties	Platinum One
02/28/2018	953-A	1	\$225,900	Casa Linda	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Pacific Closing Services
02/16/2018	2079-D	1	\$290,000	Seville	HomeSmart Evergreen	New Star Realty & Investment	Escrow Options Group
02/21/2018	2155-B	1	\$389,800	Valencia	Red Point Realty Inc	HomeSmart Evergreen	Escrow Options Group

Resales Report **United Laguna Woods Mutual** **February, 2018**

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
<u>Number of Resales:</u>			<u>21</u>				
<u>Total Resale Price:</u>			<u>\$6,059,250</u>				
<u>Average Resale Price:</u>			<u>\$288,536</u>				
<u>Median Resale Price:</u>			<u>\$260,000</u>				

Resales - 5 Year Comparison





MONTHLY LEASING REPORT

Report Period:
February-2018

MONTH	LEASES IN EFFECT					Total this year	Total last year	Total Expirations	New Monthly Transactions		
	1 Month	3 Months	6 Months	12 Months	Renewed				Leases	Renewals	Extensions
JAN.	0	32	45	391	32	500	519	47	26	25	0
FEB.	0	35	46	404	35	520	514	24	25	31	1
MARCH						0	518				
APRIL						0	479				
MAY						0	490				
JUNE						0	492				
JULY						0	503				
AUGUST						0	497				
SEPT.						0	479				
OCT.						0	477				
NOV.						0	471				
DEC.						0	485				
Monthly Average	0.0	33.5	45.5	397.5	33.5	510.0	Jan- Feb 516.5	35.5	25.5	28.0	0.5
Percentage Leased	520 / 6323 = 8%										

New Leases = Units Sublet



REGULAR MEETING OF THE UNITED LAGUNA WOODS MUTUAL
GOVERNING DOCUMENTS REVIEW COMMITTEE

Monday, February 26, 2018 – 2:00 PM
Laguna Woods Village Community Center, Sycamore Room
24351 El Toro Road, Laguna Woods, CA 92637

MEMBERS PRESENT: Juanita Skillman – Chair; Gary Morrison, Steve Leonard, Maggie Blackwell, and Advisors Bevan Strom and Mary Stone

MEMBERS ABSENT: None

OTHERS PRESENT: United Directors Janey Dorrell and Cash Achrekar, VMS Director Dick Rader, and Attorney Jeff Beaumont via phone

STAFF PRESENT: Lori Moss, Pamela Bashline, Francis Rangel, and Eve Morton

REPORT

1. Call to Order

Chair Skillman called the meeting to order at 2:05 p.m.

2. Acknowledgement of Press

No press was present.

3. Approval of the Agenda

Director Morrison made a motion to approve the agenda. Director Leonard seconded, and there were no objections.

4. Approval of Report from the January 22, 2018 meeting

Advisor Stone requested a change and the amended report was approved without objection.

5. Chair's Remarks

There were no Chair's remarks.

6. Member Comments (Items not on the agenda)

There were no Member Comments.

7. Department Head Update

There was no update.

Consent Calendar:

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.

None

Reports:

8. Review and provide direction on stock/membership certificate

The Committee reviewed and discussed the potential of two separate documents, a Stock Certificate and a Membership Certificate to alleviate confusion that inheriting a share of United Mutual stock automatically entitles the Stockholder Membership in United, without applying for Membership.

Without objection, Mr. Beaumont recommended going back to original stock certificate that was in use before the current version. He said it was important to align the stock certificate with the Occupancy Agreement. However, he strongly recommended first looking in historical Minutes to find out why the certificate was changed from the stock certificate to the current version. He also stated that the committee should weigh the benefits of making this change versus the impact on Staff. The Committee requested that Staff work with Mr. Beaumont and provide a draft of a Stock Certificate for the next meeting.

The committee discussed drafting a resolution defining Membership, as a Stockholder approved by the Board of Directors to occupy a Unit.

9. Review of updated Resale Documents

The Committee reviewed, discussed, and made changes to the updated Resale Documents.

Without objection, the Committee requested that Staff revise the documents, send them to the Committee Advisors for review, and provide final versions to the next meeting.

10. Review Financial Qualifications Policy

The Board tabled review of the Financial Qualifications Policy to the May meeting.

11. Review and Discuss Current Election Guidelines

The Committee reviewed, discussed, and made changes to the Membership Elections Standard Operating Procedures.

Without objection, the Committee requested that Staff revise the documents, send to the Advisors for review, and provide a final version for a future meeting.

Concluding Business

12. Committee Member Comments

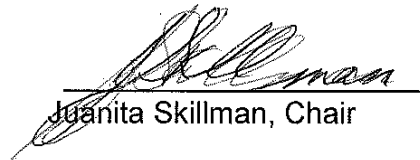
There were no Committee Member Comments.

13. Future Agenda Items

- a. Continue Review of Resale Documents – March
- b. Review Updates to Proposed Stock Certificate - March
- c. Review and Updating of Election Procedures - April
- d. Investors as Purchasers – April
- e. Review Financial Qualifications - May

14. Next meeting is on March 26, 2018

15. Adjournment of Open Meeting at 4:20 p.m.


Juanita Skillman, Chair

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OPEN MEETING

**REPORT OF REGULAR MEETING OF THE UNITED LAGUNA WOODS
MUTUAL MAINTENANCE AND CONSTRUCTION COMMITTEE**

**Wednesday, February 28, 2018 - 9:00 a.m.
Laguna Woods Village Community Center Board Room
24351 El Toro Road**

MEMBERS PRESENT: Don Tibbetts – Chair, Steve Leonard, Gary Morrison, Pat English, Janey Dorrell, Reza Bastani

MEMBERS ABSENT: None

ADVISORS PRESENT: Del Ng & Jack Bassler

STAFF PRESENT: Ernesto Munoz – Staff Officer, Guy West, Rodger Richter, Laurie Chavarria

1. Call to Order

Chair Tibbetts called the meeting to order at 9:07 a.m.

2. Acknowledgement of Media

Chair Tibbetts noted no members of the media were present.

3. Approval of the Agenda

The agenda was approved as written.

4. Approval of Meeting Report for December 27, 2017

Director Leonard requested that a correction be made to Item 16 on page 3 of 4. The Meeting Report for December 27, 2017 was approved as amended.

5. Chairman's Remarks

Chair Tibbetts had no remarks.

6. Member Comments - (*Items Not on Agenda*)

- Clark Farrell (563-N) – commented on the window replacement policy.
- Kathy Schill (2189-A) – commented on a metal handrail that needs to be painted in front of her building.
- Roberta Berk (933-B) – commented on the services provided by the Mutual.
- Cash Achrekar (201-E) – commented on the epoxy line remediation program.
- Juanita Skillman (2154-N) – commented on a street sweeping for the cul-de-sacs.
- Maxine McIntosh (68-C) – commented on the two benches on Serpentine Walk.

Ernesto Munoz and Directors Morrison, Leonard, English, Dorrell and Tibbetts briefly responded to all member comment.

Chair Tibbetts directed staff to take a look at the benches on Serpentine walk and replace them if necessary with the standard bench approved by the Mutual.

7. Department Head Update

Ernesto Munoz did not provide an update.

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. Maintenance Programs Reports

10. Maintenance Expenditures Report & Variance Explanations

11. Toilet Replacement Report

A motion was made and unanimously carried to approve all items listed in the Consent Calendar.

Reports:

12. Review of Service List for Handyman Program

Ernesto Munoz provided a brief summary of the report and asked for approval of the Description of Services for the Handyman Program.

Discussion ensued regarding offered services, program costs; appointment wait times, outside vendors and how to sign up for the program.

A motion was made and unanimously carried to approve the description of services list for the Handyman Services Program.

13. Request for Information on the Pushmatic Panel Replacement Program

Ernesto Munoz, Guy West and Rodger Richter summarized the report and answered questions from the Committee.

Discussion ensued regarding the necessity of the report, the length of the report, requests for information from board members, change orders, arc fault protection, code requirements, final inspections and salvage value of the old breakers,

A motion was made to accept staff's recommendation that the proposed resolution listed in the request for information on the Pushmatic Panel Replacement Program not be entertained and that the program continue to move forward.

By a vote of 3/1/1 (Director Bastani opposed, Director English abstained) the motion carried.

14. RFP for Energy Consultant

Ernesto Munoz provided an update on the Request for Proposal for Energy Consultant Services and answered questions from the Committee.

Discussion ensued regarding energy priorities, possible consultant services performed; companies available to perform the scope of work, not-to-exceed contracts and representatives for the interview panel.

A motion was made and unanimously approved to advertise this RFP for Energy Consultant Services and return with a contract award to a future closed session.

By a vote of 4/1/0 (Director Bastani opposed), the motion carried.

Director Gary Morrison will be the representative for United Mutual during the consultant evaluation interviews.

15. Electrical Use Reimbursement Policy Revisions

Ernesto Munoz briefly discussed the current policy and the process for electrical use reimbursements from moisture intrusion events.

Discussion ensued regarding water intrusion causes, electricity costs, dry down times, and the amount of plumbing stoppages in the community.

A motion was made to approve a revised Electricity Usage Reimbursement Policy and Resolution which will offer a standard reimbursement rate of \$32.00 per room, for excess electricity used during moisture intrusion events where dry-down of the property is required.

By a vote of 4/1/0 (Director Bastani opposed), the motion carried.

Items for Future Agendas:

- **SCE Parcel Easement Request**
- **Appliance Policy Revision for Installations by VMS Staff**
- **Copper Pipe Supply Line Leaks Report (April, July, and October 2018)**

Concluding Business:

Committee Member Comments

- Director Morrison commented on the order of importance for wasteline remediation, copper pipe supply line remediation, pushmatic panel and main panel replacements for budget purposes. He requested an explanation on what the component sheet for Electric – New encompassed.
- Director Leonard commented on the moisture intrusion expenditures from rain leaks in 2017, the roofing program and the need for plumbing event codes to better track costs and solutions.
- Advisor Bassler commented on the number of directors assigned to the M&C Committee.
- Director Bastani commented that he'd like to see the budget amount for projects from previous years added to the project log.

Date of Next Meeting – April 25, 2018

Adjournment

The meeting was adjourned at 11:22 a.m.

DRAFT

Don Tibbetts, Chair



Laguna Woods Village

February 16, 2018

Pre-Audit Communications – Boards of Directors
December 31, 2017

Core engagement team

- Chris Ray, Engagement Partner
- Mark Thomas, Engagement Quality Control Reviewing Partner
- Spencer Endicott, Engagement Senior Manager
- Chad Franks, Tax Principal
- Valarie Ball, Tax Senior Manager

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Audit plan – Scope

Scope of work	Audit of the financial statements of the Golden Rain Foundation of Laguna Woods and Affiliate, United Laguna Woods Mutual and Third Laguna Hills Mutual. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting.
Applicable financial reporting framework	U.S. generally accepted accounting principals
Applicable auditing standards	U.S. generally accepted auditing standards

Audit plan - Materiality

- Professional standards require that we exercise professional judgment when we consider materiality and its relationship with audit risk when determining the nature, timing, and extent of our audit procedures, and when evaluating the effect of misstatements.
- Information is material if its misstatement or omission could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.
- Judgments about materiality are made in light of surrounding circumstances and are affected by the size or nature of a misstatement, or a combination of both.
- Judgments about matters that are material to users of the financial statements are based on a consideration of the common financial information needs of users as a group. The possible effect of misstatements on specific individual users, whose needs may vary widely, is not considered.

Audit plan - Deliverables and time line

- Plan audit approach for upcoming audits
- Identify key members of the engagement team, including specialists as needed

- Perform risk assessment procedures and identify risks
- Evaluate entity-level controls
- Determine planned audit approach
- Understand accounting and reporting activities



- Complete audit procedures
- Discuss key issues and deficiencies identified with management and Audit Task Force
- Review of financial statement and disclosures
- Obtain written representation from management
- Issue audit opinions on financial statements
- Present required communications to Select Audit Task Force and Boards of Directors

- Meetings with management to discuss key issues
- Present audit plan to Select Audit Task Force and Boards of Directors
- Start audit fieldwork

Audit plan – Deliverables and time line

Audit reports and time line	<ul style="list-style-type: none">— Auditors' report on the December 31, 2017 financial statements and summary financial statements of the following entities:<ul style="list-style-type: none">— Golden Rain Foundation of Laguna Woods and Affiliate— United Laguna Woods Mutual— Third Laguna Hills Mutual— Planning and fieldwork timing: February 21, 2018 – March 26, 2018— Draft financials to be provided to KPMG: TBD— Meeting with Select Audit Task Force: TBD— Issue final audit reports: TBD
Other deliverables	<ul style="list-style-type: none">— Material written communications between KPMG and management— Required communications between KPMG and the Select Audit Task Force and Boards of Directors

Audit plan – Auditing and accounting matters

Areas of Audit Emphasis:

- Cash, cash equivalents, and investments
- Property and equipment
- Revenues
 - Operating assessments
 - Additions to restricted funds
 - Other revenues
- Expenses
 - Expenses paid from restricted funds
 - Amounts paid to managing agent for compensation/payroll and related benefits
 - Direct operating expenses
 - Shared operating expenses
- Members' equity
- Financial statements and related footnote disclosures

Risk assessment

Based on our risk assessment procedures, the following are significant risks/financial statement level risks that may result in a material misstatement (due to fraud or error) in the financial statements and our planned audit approach in response to such significant risks:

Significant risks/financial statement level risks:

Due to Error

- No significant risks or financial statement level risks noted in planning the audits that may result in a material misstatement due to error.

Due to Fraud

- Risk of management override of controls – Although the level of risk of management override of controls will vary from entity to entity, the risk nevertheless is present in all entities.

Objectives of an audit

- The objective of an audit of financial statements is to enable the auditor to express an opinion about whether the financial statements that have been prepared by management are presented fairly, in all material respects, in conformity with generally accepted accounting principles (GAAP).
- We plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Although not absolute assurance, reasonable assurance is a high level of assurance.
- Our audit includes:
 - Performing tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion.
 - Assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation.

Responsibilities

Management is responsible for:

- Preparation and fair presentation of the financial statements, including disclosures, in conformity with generally accepted accounting principles (GAAP)
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
- Ensuring that each entity's operations are conducted in accordance with the provisions of laws and regulations, including compliance with the provisions of laws and regulations that determine the reported amounts and disclosures in the each entity's financial statements, and for informing the auditor of any known material violations of such laws and regulations
- To provide access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, additional information that we may request from management for the purpose of the audit, and unrestricted access to persons within each entity with whom we determine it necessary to obtain audit evidence.
- Adjusting the financial statements to correct material misstatements and affirming that the effects of any uncorrected misstatements aggregated by the auditor are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
- Providing the auditor with a letter confirming certain representations made during the audit that includes, but is not limited to, management's:
 - Disclosure of all significant deficiencies, including material weaknesses, in the design or operation of internal controls that could adversely affect each entity's financial reporting
 - Acknowledgement of their responsibility for the design and implementation of programs and controls to prevent , deter, and detect fraud.

Responsibilities (continued)

KPMG is responsible for:

- Planning and performing our audits, with an attitude of professional skepticism, to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error. Accordingly, there is some risk that a material misstatement of the financial statements will remain undetected. Although not absolute assurance, reasonable assurance is a high level of assurance. Our audits are not designed to detect error or fraud that is immaterial to the financial statements.
- Conducting the audits in accordance with professional standards and complying with the rules and regulations of the Code of Professional Conduct of the American Institute of Certified Public Accountants and the ethical standards of relevant CPA societies, and relevant state boards of accountancy.
- Forming and expressing an opinion about whether the financial statements that have been prepared by management with the oversight of the Select Audit Task Force are presented fairly, in all material respects, in conformity with GAAP
- An audit of the financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting.
- Communicating to the Select Audit Task Force all required information, including significant matters, that are in our professional judgment, relevant to the responsibilities of those charged with governance in overseeing the financial reporting process.
- Communicating to management and the Select Audit Task Force in writing all significant deficiencies and material weaknesses in internal control identified during the audit and reporting to management in writing all deficiencies noted during our audit that, in our professional judgment, are of sufficient importance to merit management's attention. The objective of our audits of the financial statements is not to report on each entity's internal control and we are not obligated to search for material weaknesses or significant deficiencies as part of our audit of the financial statements.
- Communicating to the Select Audit Task Force circumstances that affect the form and content of the auditors' reports, if any.

Responsibilities (continued)

Audit Committee responsibilities include:

Governance:

- Evaluating the audit committee charter, responsibilities, effectiveness assessments, and orientation protocol.
- Managing conflicts of interest and related party transactions

Audit Quality:

- Oversight and review of external auditor's independence and objectivity.
- Evaluating the soundness of the audit strategy, including approach and scope.
- Reviewing the financial statements and management letter, if any.

Other Areas:

- Oversight of enterprise risk identification, mitigation, monitoring and compliance with laws and regulations.
- Oversight of technology including cyber-security, privacy, new systems, disaster recovery, vendor security, and IT governance.

Responsibilities for other information in documents containing audited financial statements

- The auditors' report on the financial statements does not extend to other information in documents containing audited financial statements, excluding required supplementary information.
- The auditors' responsibility is to make appropriate arrangements with management to obtain the other information prior to the report release date and to read the other information to identify material inconsistencies with the audited financial statements or material misstatements of fact.
- Any material inconsistencies or misstatements of facts that are not resolved prior to the report release date, and that require revision of the other information, may result in KPMG modifying or withholding the auditors' report or withdrawing from the engagement.



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REPORT OF THE LAGUNA WOODS VILLAGE
TRAFFIC HEARINGS COMMITTEE

February 21, 2018

The Regular Meeting of the Laguna Woods Village Traffic Hearings Committee was held on Wednesday, February 21, 2018 at 9:10 AM, 24351 El Toro Road, Laguna Woods, California.

MEMBERS PRESENT: Ray Gross-Chair, John Frankel, Cash Achrekar, Inesa Nord-Leth(Afternoon Session)

MEMBERS ABSENT: None

STAFF PRESENT: Paul Nguyen, Eulalio Diaz, Donovan Nguyen

Call to Order

Ray Gross, Chair, called the meeting to order at 9:10 AM.

Traffic Hearings

The Committee held 38 traffic hearings and found 32 individuals guilty and 6 individuals not guilty. Detailed information is attached to the official report of this meeting.

Date of Next Meeting

The next meeting is scheduled for Wednesday, March 21, 2018, at 9:00 AM, in the Laguna Woods Village Community Center, Board Room.

Adjournment

With no further business before the Committee, the meeting was adjourned at 3:30 PM.

DRAFT

Ray Gross, Chair