



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

**Tuesday, April 10, 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 Blackwell**
- 3. Acknowledge Media**
- 4. Approval of Agenda**
- 5. Approval of the Meeting Minutes**
  - a. March 13, 2018 - Regular Open Session
- 6. Report of Chair**
- 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 Rader**
- 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 - 442-B (Cordoba 1A4R) - Room Repurposing, Window Resizing and Wall Revisions

(2) Approval recommendation - 503-A (Cordoba 1A4) - Room Repurposing and Wall Revisions

b. Landscape Committee Recommendations: None

c. Finance Committee Recommendations: None

d. Laguna Hills Memorial Day Half-Marathon, 10K and 5K

**12. Unfinished Business**

a. Entertain a Motion to Adopt a Resolution for Closets and Interior Partition Walls Policy (**30 day notification to comply with Civil Code §4360 has been satisfied**)

b. Entertain a Motion to Adopt a Resolution Establishing a Policy and Application for Co-Occupants (**30 day notification to comply with Civil Code §4360 has been satisfied**)

**13. New Business**

a. Entertain a Motion to Introduce a Resolution for a Resale Deposit Policy (**APRIL initial notification-must postpone 30 days to comply with Civil Code §4360 has been satisfied**)

b. Entertain a Motion to Introduce a Resolution for a Soffit and Ceiling Policy (**APRIL initial notification-must postpone 30 days to comply with Civil Code §4360 has been satisfied**)

c. Entertain a Motion to Introduce a Resolution for an Alterations Standard 1: General Requirements (**APRIL initial notification-must postpone 30 days comply with Civil Code §4360 has been satisfied**)

d. Entertain a Motion to Introduce Revisions to the United Mutual's Standard 6: Air Conditioning (**APRIL initial notification-must postpone 30 days comply with Civil Code §4360 has been satisfied**)

e. Entertain a Motion to Approve a Resolution for a Vacant Manor Policy

**14. Committee Reports**

- a. Report of the Finance Committee / Financial Report – Director Morrison  
Next meeting May 29, 2018, 2:00 p.m. in the Sycamore Room.
- b. Report of the Architectural Control and Standards Committee – Director Dorrell. Next meeting April 19, 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 April 26, 2018, 9:00 a.m. in the Willow Room.
- e. Report of the Governing Documents Review Committee - President Skillman. Next meeting April 23, 2018, 2:00 p.m. in the Sycamore Room.
- f. Report of the Landscape Committee - Director Blackwell. Next meeting April 25, 2018, 1:30 p.m. in the Board Room.
- g. Report of the Maintenance & Construction Committee - Director Tibbets. Next meeting April 25, 2018, 9:00 a.m. in the Board Room
- h. Report of the Resident Advisory Committee – Director Tibbets. Next meeting April 12, 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 Tibbets. 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 April 16, 2018, 1:30 p.m. in the Board Room.
- e. Report of the Mobility and Vehicles Committee—Director Achrekar. Next meeting June 6, 2018, 1:30 p.m. in the Board Room.
- f. Report of the Security and Community Access Committee—Director Tibbets. 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
- g. Report of the Disaster Preparedness Task Force – Director Morrison. Next  
meeting April 24, 2018, 9:30 a.m. in the Cypress Room

**16. Introduction of Candidates for United Board to Fill Director Vacancy (Term Ending 2018)** Interview, Secret Ballot and Election of new United Board Member

- (a) Diane Casey
- (b) Alan Dickinson
- (b) Carmello (Carl) Randazzo
- (c) Benjamin Shavit
- (d) Marily Stone Benjamin

**17. 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 Approve a Resolution Endorsing the Handyman Program and Setting Policy (**March Initial Notification—must postpone to May (30 days) to comply with Civil Code §4360**)

**18. Directors' Comments**

**19. 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) March 13, 2018 – Regular Executive Session*

*Discuss and Consider Member Matters*

*Discuss Personnel Matters*

*Discuss and Consider Contractual Matters*

*Discuss and Consider Litigation Matters*

**20. Adjourn**



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

**Tuesday, March 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, March 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, Steve Leonard and Andre Torng

Directors Absent: Reza Bastani and Pat English

Staff Present: Brad Hudson, Eileen Paulin, Chris Spahr and Cheryl Silva

Others Present: Jeff Beaumont, Esq. of Beaumont Tashjian  
VMS: Anthony Liberatore, Dick Rader and Mary Stone

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

President Skillman called the meeting to order at 9:31 a.m. and acknowledged that a quorum was present.

**2. Pledge of Allegiance**

Director Tibbets 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.  
By consensus, the agenda was approved as corrected.

**5. Approval of Minutes**

5a. February 13, 2018 – Regular Open Session

Director Blackwell made a motion to approve the minutes as corrected. The motion was seconded by Director Dorrell and it passed by unanimous consent.

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

President Skillman announced that Director Leonard is submitting his resignation effective April 10, 2018. Applicants please contact Catherine Laster, applications due by March 28, 2018. Board appointments will be held on April 10, 2018.

6a. Director Achrekar gave an update from the Disaster Preparedness Task Force and reviewed the Medical Volunteer Registry form. The next meeting will be held on March 27, 2018 at 9:30 a.m. in the Cypress Room.

## **7. Open Forum**

Several Members made comments on LWV Foundation, laundry rooms, tribute to Tony Dauer, former board member, Verizon cell phone service, and traffic at Gate 1.

## **8. Responses to Open Forum Speakers**

Several Directors responded to Member comments.

## **9. Update from VMS - Director Liberatore**

Director Liberatore gave an update from the VMS Board meetings. At the last meeting Chuck Holland gave an update from the IT Department.

## **10. CEO Report**

Brad Hudson, CEO, reported on the following subjects: 1) plots are currently available at the garden center, 2) a large Sycamore Tree will be planted by the creek for the Arbor Day event, 3) new technology coming to the Community, 4) update on analog to digital television program, 5) updated gate technology 6) landscape department is replacing the ornamental plum trees because of the diseases they carry, 6) Handyman program will be starting soon, 7) Waste line and prior-to-paint programs are ahead of schedule, and 8) street lighting is being addressed and trimming trees blocking the light.

## **11. Consent Calendar**

### **11a. Architectural Control and Standards Committee Recommendations:**

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

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

#### **RESOLUTION 01-18-28** **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.

(2) Approval recommendation - 765-A (La Corona, Plan 3B) – Request to Retain Patio Enclosure

**RESOLUTION 01-18-29**  
**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.

**11b. Landscape Committee Recommendations - None**

**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; 947-455-60

**RESOLUTION 01-18-30**  
**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.

**11d. Entertain a Motion to Approve the Election Schedule for 2018**

Director Morrison made a motion to approve the Consent Calendar. The motion was seconded by Director Leonard and the motion passed by unanimous consent.

**12. Unfinished Business**

**12a.** Entertain a Motion to Introduce a Resolution Endorsing the Handyman Program and Setting Policy (**March Initial Notification—must postpone 30 days to comply with Civil Code §4360**)

Director Blackwell read the following resolution:

**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.

Director Blackwell made a motion to introduce the Resolution Endorsing the Handyman Program and Setting Policy. The motion was seconded by Director Tibbets.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed by unanimous consent.

**12b. Entertain a Motion to Adopt a Resolution Establishing a Policy for Directors' Access to Corporate Books and Records**

Director Blackwell read the following resolution:

**RESOLUTION 01-18-34**

**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.

Director Blackwell made a motion to approve the Resolution establishing a policy for Directors' access to corporate books and records. The motion was seconded by Director Leonard.

Discussion ensued among the Directors.

Director Blackwell directed staff to add the word "and" between "Staff and me" in the third from the last paragraph on the Request for Records form.

President Skillman called for the vote and the motion passed by a vote of 7-2-0 (Director Tornig and Armendariz opposed).

### **13. New Business**

**13a.** Entertain a Motion Approving a Resolution of the Committee Appointments for United and GRF

Director Blackwell read the following resolution:

**RESOLUTION 01-18-31**  
**United Laguna Woods Mutual Committee Appointments**

**RESOLVED**, March 13, 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 Tibbets, 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  
Non-Voting Adviser: Pamela Grunke

**Maintenance and Construction Committee**

Don Tibbets, Chair  
Janey Dorrell  
Pat English  
Gary Morrison  
Non-voting Adviser: Del Ng, Jack Bassler

**New Resident Orientation**

Per Rotation List

**Resident Advisory Committee**

Don Tibbets, 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 01-18-32**

**Golden Rain Foundation Committee Appointments**

**RESOLVED**, March 13, 2018, 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 Tibbets  
Gary Morrison

**Media and Communications Committee**

Maggie Blackwell  
Juanita Skillman

**Mobility and Vehicles Committee**

Cash Achrekar  
Reza Bastani

**PAC Task Force**

Juanita Skillman  
Don Tibbets

**Security and Community Access**

Pat English  
Don Tibbets

**Disaster Preparedness Task Force**

Cash Achrekar  
Gary Morrison

**Town Hall Meetings**

As Needed

**RESOLVED FURTHER;** that Resolution 01-17-132, adopted November 14, 2017, 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.

Director Blackwell made a motion to approve a Resolution of the Committee Appointments for United and GRF. The motion was seconded by Director Leonard.

Discussion ensued among the Directors.

Director Achrekar ask that the Disaster Preparedness Task Force in the resolution.

Director Blackwell amended the motion to include the Disaster Preparedness Task Force to the GRF Committee Appointments. The motion was approved unanimously.

President Skillman called for the vote of the original motion and the motion passed by a vote of 7-0-1 (Director Torng was absent for the vote).

**13b. Entertain a Motion to Approve a Resolution for Revisions to the Electrical Usage Reimbursement Policy**

Director Blackwell read the following resolution:

**Resolution 01-18-33**  
**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 \$32.00 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.

Director Blackwell made a motion to adopt a Resolution for a revised electricity usage reimbursement policy. The motion was seconded by Director Tibbets.

Discussion ensued among the Directors.

Director Armendariz commented that the flat rate in the Resolution should be \$32.00.

Director Blackwell amended her motion to include the corrected amount.

President Skillman called for the vote and the motion passed 8-0-1 (Director Achrekar was absent for the vote).

#### **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. Next meeting March 27, 2018, 2:00 p.m. in the Sycamore Room

**14b.** Report of the Architectural Control and Standards Committee – Director Dorrell  
Next meeting March 15, 2018, 9:30 a.m. in the Sycamore Room.

**14c.** Report of the Communications Committee – Director Blackwell reported from the Communications Committee. Next meeting TBA.

**14d.** Report of Executive Hearings Committee - President Skillman reported that the majority of disciplinary cases are due to illegal occupancy, unauthorized restorations and patio clutter. Next meeting March 22, 2018, 9:00 a.m. in the Willow Room.

**14e.** Report of the Governing Documents Review Committee - President Skillman reported the Committee reviewed the stock membership certificate, updated resale documents, updating election procedures and financial policies. Next meeting March 26, 2018, 2:00 p.m. in the Sycamore Room.

**14f.** Report of the Landscape Committee - Director Blackwell reported that the Landscape Committee will be discussing bluebird boxes at the next meeting. Next meeting April 26, 2018, 9:00 a.m. in the Board Room.

**14g.** Report of the Maintenance & Construction Committee - Director Tibbets reported on handyman service, waste line and concrete reports, energy consultant recommendation, the pushmatic electric panels, dry down flat rate and installation of shepherd's crooks on the perimeter walls. Next meeting April 25, 2018, 9:00 a.m. in the Board Room

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

#### **15. GRF Committee Highlights**

**15a.** Report of the Finance Committee—Director Morrison gave an update on the KPMG pre-audit report and the Blackrock Risk Insurance report. Next meeting April 18, 2018, 1:30 p.m. in the Board Room.

**15b.** Report of the Community Activities Committee—Director Dorrell reported the Committee discussed the bluebird boxes at the last meeting and it will be discussed further at the next Landscape Committee. She gave an update on the pickleball

courts and upcoming events. Next meeting May 10, 2018, 2:00 p.m. in the Board Room.

**15c.** Report of the Maintenance & Construction Committee—Director Tibbets gave and update on the pickleball courts, the lawn bowling project, clubhouse 3 renovation, gates and roofs. Next meeting March 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 the “scoop,” a new feature on the website where residents can find out correct information on rumors. The Committee also reviewed the village television and media logos and the fox channels negotiations are done. Thrive is a program of 30 minute spots on Village Television to share moments of life in the Village. Next meeting March 14, 2018, 1:30 p.m. in the Board Room.

**15e.** Report of the Mobility and Vehicles Committee—Director Achrekar. Next meeting April 4, 2018, 1:30 p.m. in the Board Room.

**15f.** Report of the Security and Community Access Committee—Director Tibbets reported the Committee is working on decals that cannot be removed and golf cart extension cord enforcement. Next meeting April 26, 2018, 1:30 p.m. in the Board Room.

- Laguna Woods Village Traffic Hearings – Director Achrekar reported most fines were reduced or excused. They are looking into issuing warning citations for RV violations. Next meeting March 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 March 27, 2018, 9:30 a.m. in the Cypress Room.

## **16. Future Agenda Items**

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

**16c.** 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**)

**16d.** Entertain a Motion to Approve 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**)

## **17. Director's Comments**

Director Achrekar, Tibbets, Blackwell, Morrison and Dorrell thanked Director Leonard for his service.

Director Torng commented on Director Access to Corporation Documents.

Director Leonard announced it is annual Good Samaritan day.

President Skillman wished Director Leonard the best of luck in his new endeavors.

**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 12:44 p.m. into the Executive Session.

## **Closed Executive Session Agenda**

*Approval of Agenda*

*Approval of the Following Meeting Minutes;*

*(a) February 13, 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 3:05 p.m.



Maggie Blackwell, Secretary of the Board  
United Laguna Woods Mutual

# 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 their 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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**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 and 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: \_\_\_\_\_

### ***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.
- Alteration Sliding Glass Doors and Windows: Lubricate and adjust rollers. Replaced 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

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- 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.*

**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.

**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



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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?**

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

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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.

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- 442-B (Cordoba 1A4R) - Room Repurposing, Window Resizing, Raising Ceiling, and Wall Revisions

### **RESOLUTION 01-18-XXX**

#### **Variance Request**

**WHEREAS**, Mr. William Marsh of 442-B Avenida Sevilla of United Laguna Woods Mutual, submitted a request for a variance for repurposing rooms, resizing the kitchen window and wall revisions; and

**WHEREAS**, a Neighborhood Awareness Notice was sent to Owners of affected Units on February 15, 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 March 15, 2018.

**NOW THEREFORE BE IT RESOLVED**, on April 10, 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 work on removal of ceilings or soffits may commence prior to effective date of the Policy for Alteration of Soffits and Suspended Ceilings. A Mutual Consent application must be submitted following the effective date of the policy.
2. A Mutual Consent for Unit Alterations has been granted at 442-B for Room Repurposing, Window Resizing and Wall Revisions, 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. 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.
4. 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.

5. Prior to the Issuance of a Mutual Consent for Alterations, acoustical impacts shall be considered and will require noise reducing construction methods or materials such as sound dampening drywall on common walls of the alteration (such as QuietRock® drywall panels or similar approved products).
6. All piping in Bathrooms with adjacent units shall be insulated for sound reduction, including penetrations through framing.
7. No improvement shall be installed, constructed, modified or altered at Unit **442-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.
8. 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.
9. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 442-B and all future Mutual Members at 442-B.
10. 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.
11. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

18. 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.
19. 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.
20. 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>.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.

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- 503-A (Cordoba 1A4) - Room Repurposing and Wall Revisions

**RESOLUTION 01-18-XXX**  
**Variance Request**

**WHEREAS**, Ms. Nakju Lee of 503-A Avenida Sevilla of United Laguna Woods Mutual, submitted a request for a variance for repurposing rooms and wall revisions; and

**WHEREAS**, a Neighborhood Awareness Notice was sent to Owners of affected Units on February 27, 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 March 15, 2018.

**NOW THEREFORE BE IT RESOLVED**, on April 10, 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 **503-A** for **Room Repurposing and Wall Revisions**, 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, **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.
4. Prior to the Issuance of a Mutual Consent for Alterations, acoustical impacts shall be considered and will require noise reducing construction methods or materials such as sound dampening drywall on common walls of the alteration (such as QuietRock® drywall panels or similar approved products).
5. All piping in bathrooms with adjacent units shall be insulated for sound reduction, including penetrations thorough framing.

6. No improvement shall be installed, constructed, modified or altered at Unit **503-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.
7. 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.
8. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 503-A and all future Mutual Members at 503-A.
9. 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.
10. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.
11. 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.
12. 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.

13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.

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.



## STAFF REPORT

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**DATE:** April 10, 2018  
**FOR:** Board of Directors  
**SUBJECT:** Laguna Hills Memorial Day Half-Marathon, 10K and 5K

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### **RECOMMENDATION**

Staff recommends that United allow the Laguna Hills Memorial Day Half Marathon, 10K and 5K event to traverse a portion of United Mutual.

### **BACKGROUND**

For the past 19 years, Laguna Woods Village has hosted a portion of the City of Laguna Hills Memorial Day Half Marathon, 10K and 5K event. The race is a collaboration between the hospital, the City of Laguna Hills, and the Golden Rain Foundation and Laguna Woods Village, who created the 5k event in 1994. The event is scheduled for May 28, 2018, and is expected to draw nearly 8,000 runners and spectators.

### **DISCUSSION**

The City of Laguna Hills has once again requested that United Mutual allow a portion of the course to traverse the Village (Attachment 1).

If approved by GRF and United Laguna Woods Mutual, the course would begin on Calle de La Louisa, and enter the Village by way of Gate 2, traverse around Via Estrada, to Calle Aragon, to Avenida Sevilla, to Avenida Majorca and back to Via Estrada and back out Gate 2 (Attachment 2).

Gates 2 and 4 would be closed from 5:45-8:30 a.m. The following Cul-de-sacs would be closed from 6:30 a.m.-8:30 a.m.: 9, 10, 21, 22, 23, 24, 40, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60 and 61.

Signs would be placed along the course a week in advance of the event, advising residents that no driving would be allowed during the race and no parking would be allowed on the race course between 5:30 and 8:30 a.m. on race day. In addition, Staff would include the notice in the "What's Up in the Village" weekly blast on May 18 and 25; in the Globe; and send robo phone calls to those households affected by the race closures.

Please see the request letter from the City of Laguna Hills (Attachment 1) for more information on the race.

**FINANCIAL ANALYSIS**

None.

**Prepared By:** Heather Rasmussen, Senior Public Affairs Specialist

**Reviewed By:** Siobhan Foster, Assistant CEO

**ATTACHMENT(S)**

Attachment 1: Request Letter from the City of Laguna Hills

Attachment 2: Laguna Hills Half Marathon, 10K and 5K Course Map



**Attachment 1: Request Letter from the City of Laguna Hills**



Heather Rasmussen  
Senior Public Affairs Specialist  
Professional Community Management – Laguna Woods Village  
24351 El Toro Road  
Laguna Woods, CA. 92637

Dear Ms. Rasmussen:

For the past 19 years, both avid runners and community members have enjoyed the City of Laguna Hills Memorial Day Half Marathon, 10K and 5K, Honoring the USMC Dark Horse Battalion event over the Memorial Day weekend. The community event has been successful for many reasons, primarily due to the collaboration between the hospital, the City of Laguna Hills, and the Golden Rain Foundation and Laguna Woods Village, who created the 5k event in 1994. The event is scheduled for Monday May 28, 2018, and is once again expected to draw nearly 8,000 runners and spectators.

The City of Laguna Hills is again working with Renegade Racing as the event management company. It is our hope that as in years past, the Golden Rain Foundation and Laguna Woods Village will allow the participants to run or walk through its beautiful community. The proposed course for the 5k is the same that was used for last year's event, and the half marathon and 10K will once again follow the 5k route for the first three miles of the race. The goal again is to minimize the impact on your residents by having participants enter and exit through Gate 2, which will allow complete access to Gate 3 for the duration of the event. Staff from Renegade Racing and community volunteers will be available to ensure that the road closures run smoothly.

The generosity of the Golden Rain Foundation and Laguna Woods Village has contributed to the event's success for eighteen years. Many of the participants consider the loop through the village to be the highlight of the course. A booth will be provided to Laguna Woods Village in the event expo, and you will be permitted to place an insert in the goodie bags that will be distributed to expo participants and runners. We look forward to celebrating the 20 year anniversary of the event, and to working with the Golden Rain Foundation and Laguna Woods Village staff.

Thank you for your consideration of the request. If you have any questions or concerns, please feel free to contact me at (949) 707-2686.

Sincerely,

Dan Meehan  
City of Laguna Hills

The map shows the perimeter of the 2012 London Olympic Games site. A red line indicates the route of the torch relay, starting at GATE 2, passing through GATE 1, and continuing along the perimeter. The route is marked with numbered circles from 1 to 61. The map also shows various streets and landmarks, including GATE 2, GATE 1, and the Olympic Village.

## ENDORSEMENT

### Policy for Closets and Interior Partitions

On January 17, 2018, the United Architectural Controls and Standards Committee recommended creating a policy for closets and interior partition walls which would give the discretion to approve minor alterations that include a minor wall revision, at the Staff level.

By consensus the committee agreed to submit this recommendation to the Board in February.

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## STAFF REPORT

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**DATE:** April 10, 2018  
**FOR:** United Board of Directors  
**SUBJECT:** Closets and Interior Partitions Policy

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### **RECOMMENDATION**

Approve a Resolution to adopt the Closets and Interior Partitions Policy.

### **BACKGROUND**

The Architectural Controls and Standards Committee (ACSC) review many Variance Requests to relocate closets and small sections of walls to accommodate minor alterations. The ACSC requested Staff to review the history and typicality of the requests and develop an alternative to the lengthy Variance Requests process.

### **DISCUSSION**

Staff reviews numerous requests each year for minor alterations that are controlled by over-the-counter Mutual Consents, such as kitchen improvements and water heater relocations. When one of these alterations involves relocating a partition wall, because the existing Alteration Standards do not cover all possible scenarios, the alteration would be automatically reviewed as a variance. In an effort to reduce the number of Variance Requests and reduce the time for alteration approval, the ACSC directed Staff to review previous Variance Requests that involve these alterations which include minor partition wall revisions.

After completing the review, staff has determined that developing an Alteration Standard that would be able to encompass all possible variations would be problematic. Therefore, Staff has developed the Closets and Interior Partitions Policy that would give the discretion to approve minor alterations that include a minor wall revision, at the Staff level.

The proposed policy would allow Staff to approve minor, non load-bearing wall relocations, such as those necessary for closets, kitchen partitions, and water heater closets, when reviewing Mutual Consent applications. The policy would restrict Staff from approving wall relocations that affect room usage, create new rooms, or affect load bearing walls. Those alterations would still be required to go through the variance process.

### **FINANCIAL ANALYSIS**

None

**Prepared By:** Kurt Wiemann, Permits, Alterations and Restoration Manager  
**Reviewed By:** Eve Morton, Alterations Coordinator  
**Committee Routing:** Architectural Controls and Standards Committee

**ATTACHMENT(S)**

Attachment 1: Closets and Interior Partitions Resolution & Policy



Attachment 1

**Closets and Interior Partition Walls Policy**

**RESOLUTION 01-18-XXX**

**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**, April 10, 2018, The Board of Directors adopts 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**

**30-day notification to comply with Civil Code §4360 has been satisfied.**

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## STAFF REPORT

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**DATE:** April 10, 2018  
**FOR:** United Board of Directors  
**SUBJECT:** Co-occupancy Procedure and Forms

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### **RECOMMENDATION**

Staff recommends approval of the amended Co-occupancy Procedure and Application “Co-occupancy Policy.”

### **BACKGROUND**

The United Laguna Woods Mutual Bylaws, Article II, Section 1 state that the purposes of the Corporation are, among others, to provide housing to the Members and to promote the health, safety, and welfare of the residents within the Development. Any Co-occupant who seeks to reside with a Qualifying Resident (Member) must be approved in advance by the Board of Directors.

A Co-occupancy Application was implemented more than ten years ago. It was developed in a manner intended to serve all Village Housing Mutuals. Upon advice of counsel, the application was amended in 2015 to make it a United Mutual specific document. Additionally, space was incorporated for sublessor and sublessee to initial the affirmation, signing under penalty of perjury, that no landlord-tenant relationship would result and that no rents would be paid or collected for the duration of the co-occupancy.

Early in 2017, the Board adopted a requirement for the collection of additional documentation from prospective co-occupants, including a credit report with FICO score, a tenant background check and proof of income.

The Resident Services Department coordinates the Co-occupancy applications and gate passes. Currently, 432 units are occupied without a Shareholder in residence. This number does not include subleased units, which were 500 at end of January.

At the Governing Document meeting there was some discussion of Qualified Permanent Resident (QPR). A QPR should be recognized at the time of application. Article II, Section 4(b), of the Restated Bylaws sets forth the definition of a “Co-occupant”, which mirrors the definition of a QPR as set forth in Civil Code Section 51.3.

The Restated Bylaws provide that a “person may reside in a Unit as a Qualifying Resident or a Co-occupant.” Even though the term QPR is used throughout the Civil Code, because the terms are so similar, staff is recommending that the term “Co-occupant” be used in the policy and forms for consistency with the Restated Bylaws.

On January 29, 2018, the Governing Documents Review Committee reviewed and discussed the proposed policy. By unanimous vote, the Committee approved the policy with edits clarification purposes.

### **DISCUSSION**

As a result of the above number and nuisance issues experienced from Co-occupants, the Governing Documents Review Committee recommends changes to policies and procedures, including the administrative handling of co-occupancy applications.

Upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the qualifying resident (i.e., the Member), any qualified permanent resident (QPR/co-occupant) shall be entitled to continue his or her occupancy, residency, or use of the dwelling unit as a permitted resident. However, the Board may want to direct an audit of existing occupants without Shareholders, for the Governing Documents Review Committee to review, to assure they are in good standing in the community.

The purpose of the amendments to the policy is to formalize, clarify and make the Corporation's requirements for documentation more transparent. The Committee considered concerns expressed by Shareholders, including individuals circumventing the sublease process, room rentals, shareholders failing to vet their roommates, and nuisance issues from Co-occupants. The policy addresses these concerns and clarifies definitions, policies and procedures.

The proposed amendment was reviewed by legal counsel and comments were incorporated.

### **FINANCIAL ANALYSIS**

None

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

**Reviewed By:** Francis Rangel, Operations Manager

Siobhan Foster, Assistant CEO

### **ATTACHMENT(S)**

ATT 1 – Co-occupancy Policy

ATT 2 - Addendum 1 Civil Code §51.3 Senior Citizens Developments

ATT 3 - Co-occupancy Forms and Notice

ATT 4 - Resolution



## **Co-Occupancy Policy**

### **I. Purpose**

The purpose of this document is to define the policy of United Laguna Woods Mutual (ULWM) regarding Shareholders who seek an individual to be Co-occupant.

### **II. Definitions**

- a. Application – the form prescribed by ULWM to apply for approval to Co-occupy the Unit (Exhibit A).
- b. Approval – written authorization to Co-occupy the Unit granted by ULWM or authorized VMS staff member(s).
- c. Assessment – the monthly amounts which Members are bound to pay pursuant to the terms of their respective Occupancy Agreements. Also known as carrying charges.
- d. Charge – fee, fine, and/or monetary penalty that ULWM may levy upon a Shareholder(s) pursuant to the Governing Documents.
- e. Co-habitant – persons who live together as spouses or persons who are domestic partners within the meaning of Section 297 of the Family Code.
- f. Community – Laguna Woods Village.
- g. Co-occupant – Qualifying Permanent Resident as defined by Civil Code §51.3 (Addendum 1) and any person who seeks to reside with a Qualifying Resident, who is approved by the Board of Directors for occupancy, and who shall certify on the application submitted to the Corporation that he or she satisfies at least one of the following criteria and shall provide such additional certification or information as the Corporation or Staff may require:
  - i. At least forty-five years of age; or
  - ii. A spouse of a Qualifying Resident; or
  - iii. A co-habitant of a Qualifying Resident, or
  - iv. A provider of primary economic support to a Qualifying Resident; or
  - v. A provider of primary physical support to a Qualifying Resident.
- h. Golden Rain Foundation (GRF) – the Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation.
- i. Governing Documents – all of the following, collectively, the Articles of Incorporation; the Bylaws; Occupancy Agreements; the Rules and Regulations; and any Resolutions or Policies of the Board; all the same may be lawfully amended or modified from time to time.
- j. Identification (ID) Card – photo ID card issued by GRF to Shareholders, Co-occupants, and Lessees of the Community authorizing use and access to the Community Facilities.

- k. Member – Shareholder(s) entitled to Membership in the Corporation and approved by the Board of Directors. Also known as Shareholder and Qualified Resident.
- l. Occupancy Agreement – the agreement between the Corporation and its Shareholder(s), respectively, under the terms of which said Shareholder(s) are entitled to enjoy possession of their respective Units and the use of facilities owned by ULWM and GRF.
- m. Qualifying Resident – any person who is at least 55 years of age and who has been approved by the Board of Directors for occupancy of a Unit.
- n. Shareholder – a Qualifying Resident approved by the Corporation to exclusively occupy a Unit and to whom a Stock and/or Membership Certificate of the Corporation has been issued. Also known as Member.
- o. Staff Member – individual employed by Village Management Services, Inc. (VMS) authorized to act on behalf of ULWM.
- p. Sub-Lessee – any person or persons who sub-lease a Unit from a Member for such a period of time and on such forms as authorized by the Board of Directors, and shall be permitted by the Rules and Regulations adopted by the Board of Directors from time to time.
- q. ULWM – is a non-profit cooperative housing corporation which owns and manages all real property within the original 21 cooperative mutuals. In a cooperative, Shareholders are members of a corporation which own all real property, including the dwelling units, carports, and laundry facilities within the Mutual's boundaries, and each Shareholder is entitled to occupy a specific dwelling unit under the terms of an Occupancy Agreement. Also known as Corporation.
- r. Unit – a dwelling unit owned by the Corporation, and the Member's separate interest; specifically, the exclusive rights to occupy a specific portion of real property within the Development. Also known as Manor.
- s. Vehicle Decal – identifying marker, supplied by GRF, to residents; a decal is required for parking within the Community other than by guests or contractors.

### **III. Fees**

See Schedule of Fees.

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

- a. General Information
  - i. 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. Each resident is responsible for his/her own health, safety, care and welfare.
  - ii. Authorization for Co-occupancy shall be effective only when approved in writing by ULWM and issued in writing by an authorized VMS staff member(s) of ULWM.
  - iii. An Application to reside in a Unit shall be made on the form prescribed by ULWM (Exhibit A). Any changes in such form shall

- not be deemed a change in this Occupancy Policy which requires notice to the Shareholder(s) of ULWM.
- iv. Approval of the Co-occupancy Application by ULWM, in and of itself, does not confer any right on the Co-occupant other than the revocable right to occupy the Unit named on the Application.
  - v. ULWM shall, to the extent required by law, provide notice of potential asbestos-containing materials used during construction (Exhibit B).
  - vi. Appearance of the Community is important, and residents are required to keep their balconies, patios, walkways, and carports free of clutter per the Governing Documents.
  - vii. The Resident Services Department will notify the Shareholder(s) of the approval or denial status of the application within seven business days of submittal of the complete application.
  - viii. Shareholders are required to check with the Manor Alterations Division before making any structural or landscape alterations. Please contact the Manor Alterations Division at (949) 597-4616. Contractor's trash must not be put into Community Dumpsters.
  - ix. Guest occupancy is permitted for a maximum period of 60 days per twelve month period, per guest, solely in conjunction with the occupancy by a Qualifying Resident or Co-occupant.
  - x. Unless otherwise required by law, the maximum number of persons allowed to occupy a Unit is equal to the number of original construction bedrooms plus one; no more than two persons in a one bedroom Unit; no more than three persons in a two bedroom Unit. There is an additional monthly GRF fee for each person in excess of two.
  - xi. 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.

b. Occupancy

- i. Co-occupant(s) shall be entitled to occupy the Unit indicated on the application.
- ii. The 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.
- iii. Co-occupant(s) and Shareholder(s) will reside in the Unit; when necessary, the Board reserves the right to require proof of residency.
- iv. Individuals may reside in the Unit only if they co-occupy with the Shareholder(s) who is/are in residence, and meet the requirements of a Co-Occupant; or are the parents of children who purchased prior to November 8, 2016 (Resolution U-89-94 rescinded) with one Qualifying Resident at least 55 years of age.

- v. Co-occupant(s) may use the facilities and receive the services made available by GRF. The facilities and services may be modified or discontinued by GRF at any time.
- vi. Shareholder shall be responsible for the conduct and deportment of the Co-occupant.
- vii. Co-occupant shall be subject to the same rules, regulations, restrictions, and Occupancy Agreement that are applicable to the Shareholder(s), except with respect to payment of carrying charges. If Co-occupant ever shall become the legal or equitable owner of the Membership, Co-occupant will apply for Membership and execute an Occupancy Agreement in ULWM in the form generally used by ULWM and will pay all amounts due pursuant to the Occupancy Agreement.
- viii. Shareholder(s) and Co-occupant(s) shall be equally responsible for payment of any charges incurred by Co-occupant(s) in respect to service provided by GRF or ULWM.
- ix. Shareholder(s) agrees to pay to ULWM an additional sum each month for each Co-occupant in excess of two at the rate prescribed by ULWM.
- x. Shareholder(s) shall be responsible for cancelling the Co-occupancy status and returning Co-occupant's ID Card and Vehicle Decal when Co-occupant ceases to reside in the Unit.
- xi. Co-occupant shall not have been convicted of a felony within the last 20 years or a misdemeanor involving moral turpitude within five years immediately preceding the date of application.

## **V. Procedure**

- a. The Shareholder(s) must complete and submit the Occupancy Application for Board review. The Application is available for download at [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com) or upon request from the Resident Services Department.
- b. The Application and additional documentation must be submitted to the Resident Services Department. Additional required documentation:
  - 1. Proof of age/identity (copy of driver's license, birth certificate, or passport) for each Co-occupant.
  - 2. Department of Justice Criminal Background Report for each Co-occupant.
  - 3. Credit (FICO) Score for each Co-Occupant provided by TransUnion, Experian, or Equifax.
  - 4. Proof of Income (Social Security, Bank Statements/Deposits, Pensions, Annuities, etc.)
  - 5. Emergency Contact Information for each Co-occupant (Exhibit C).
- c. The Board or authorized VMS staff member(s) will review the Application and approve or deny the request in writing.
- d. Upon receipt of an Application, the Resident Services Department will research if the Shareholder(s) has/have received notices of rules

- violations or is subject to any outstanding Charges and Assessments before approval of the application.
- e. The Resident Services Department will notify the Shareholder(s) of the results within seven business days, unless it notifies the Shareholder(s) that it requires additional time to review and/or requests additional information from the Shareholder(s) while conducting its review.
  - f. The Resident Services Department hours of operation are Monday-Friday, federal holidays excepted, 8:00 A.M. to 5:00 P.M., phone number (949) 597-4323.
  - g. Mailing address is P.O. Box 2220, Laguna Hills, CA 92654-2220.

## **VI. Enforcement**

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.

The Board has the authority to impose monetary fines, suspend Shareholder(s) privileges, and/or bring forth legal action. The Shareholder(s) are entirely responsible for ensuring that the Community Rules and policies are followed by anyone they allow into the Community. This includes any Co-occupant, Lessee, Guest, Care Provider, Vendor, invitee or contractor. Disciplinary action against a Shareholder's privileges applies to the Co-occupant(s).

The Shareholder(s) and Co-occupant(s) must read and agree to comply with and be bound by all the Governing Documents and the Community Rules.

Nothing contained herein shall relieve Shareholder(s) of the performance of any obligation owed to ULWM and/or GRF under the Governing Documents.

A complaint may be registered by calling the Security Department at 949-580-1400 or the Compliance Division by calling 949-268-CALL or email to [compliance@vmsinc.org](mailto:compliance@vmsinc.org).

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## **Addendum 1**

### **Civil Code §51.3 Senior Citizens Developments**

(a) The Legislature finds and declares that this section is essential to establish and preserve specially designed accessible housing for senior citizens. There are senior citizens who need special living environments and services, and find that there is an inadequate supply of this type of housing in the state.

(b) For the purposes of this section, the following definitions apply:

(1) "Qualifying resident" or "senior citizen" means a person 62 years of age or older, or 55 years of age or older in a senior citizen housing development.

(2) "Qualified permanent resident" means a person who meets both of the following requirements:

(A) Was residing with the qualifying resident or senior citizen prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the qualifying resident or senior citizen.

(B) Was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the qualifying resident or senior citizen.

(3) "Qualified permanent resident" also means a disabled person or person with a disabling illness or injury who is a child or grandchild of the senior citizen or a qualified permanent resident as defined in paragraph (2) who needs to live with the senior citizen or qualified permanent resident because of the disabling condition, illness, or injury. For purposes of this section, "disabled" means a person who has a disability as defined in subdivision (b) of Section 54. A "disabling injury or illness" means an illness or injury which results in a condition meeting the definition of disability set forth in subdivision (b) of Section 54.

(A) For any person who is a qualified permanent resident under this paragraph whose disabling condition ends, the owner, board of directors, or other governing body may require the formerly disabled resident to cease residing in the development upon receipt of six months' written notice; provided, however, that the owner, board of directors, or other governing body may allow the person to remain a resident for up to one year after the disabling condition ends.

(B) The owner, board of directors, or other governing body of the senior citizen housing development may take action to prohibit or terminate occupancy by a person who is a qualified permanent resident under this paragraph if the owner, board of directors, or other governing body finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or

safety of others that cannot be ameliorated by means of a reasonable accommodation; provided, however, that the action to prohibit or terminate the occupancy may be taken only after doing both of the following:

- (i) Providing reasonable notice to and an opportunity to be heard for the disabled person whose occupancy is being challenged, and reasonable notice to the coresident parent or grandparent of that person.
- (ii) Giving due consideration to the relevant, credible, and objective information provided in the hearing. The evidence shall be taken and held in a confidential manner, pursuant to a closed session, by the owner, board of directors, or other governing body in order to preserve the privacy of the affected persons.

The affected persons shall be entitled to have present at the hearing an attorney or any other person authorized by them to speak on their behalf or to assist them in the matter.

(4) "Senior citizen housing development" means a residential development developed, substantially rehabilitated, or substantially renovated for, senior citizens that has at least 35 dwelling units. Any senior citizen housing development which is required to obtain a public report under Section 11010 of the Business and Professions Code and which submits its application for a public report after July 1, 2001, shall be required to have been issued a public report as a senior citizen housing development under Section 11010.05 of the Business and Professions Code. No housing development constructed prior to January 1, 1985, shall fail to qualify as a senior citizen housing development because it was not originally developed or put to use for occupancy by senior citizens.

(5) "Dwelling unit" or "housing" means any residential accommodation other than a mobile home.

(6) "Cohabitant" refers to persons who live together as spouses or persons who are domestic partners within the meaning of Section 297 of the Family Code.

(7) "Permitted health care resident" means a person hired to provide live-in, long-term, or terminal health care to a qualifying resident, or a family member of the qualifying resident providing that care. For the purposes of this section, the care provided by a permitted health care resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both. A permitted health care resident shall be entitled to continue his or her occupancy, residency, or use of the dwelling unit as a permitted resident in the absence of the senior citizen from the dwelling unit only if both of the following are applicable:

- (A) The senior citizen became absent from the dwelling due to hospitalization or other necessary medical treatment and expects to return to his or her residence within 90 days from the date the absence began.

(B) The absent senior citizen or an authorized person acting for the senior citizen submits a written request to the owner, board of directors, or governing board stating that the senior citizen desires that the permitted health care resident be allowed to remain in order to be present when the senior citizen returns to reside in the development.

Upon written request by the senior citizen or an authorized person acting for the senior citizen, the owner, board of directors, or governing board shall have the discretion to allow a permitted health care resident to remain for a time period longer than 90 days from the date that the senior citizen's absence began, if it appears that the senior citizen will return within a period of time not to exceed an additional 90 days.

(c) The covenants, conditions, and restrictions and other documents or written policy shall set forth the limitations on occupancy, residency, or use on the basis of age. Any such limitation shall not be more exclusive than to require that one person in residence in each dwelling unit may be required to be a senior citizen and that each other resident in the same dwelling unit may be required to be a qualified permanent resident, a permitted health care resident, or a person under 55 years of age whose occupancy is permitted under subdivision (h) of this section or under subdivision (b) of Section 51.4. That limitation may be less exclusive, but shall at least require that the persons commencing any occupancy of a dwelling unit include a senior citizen who intends to reside in the unit as his or her primary residence on a permanent basis. The application of the rules set forth in this subdivision regarding limitations on occupancy may result in less than all of the dwellings being actually occupied by a senior citizen.

(d) The covenants, conditions, and restrictions or other documents or written policy shall permit temporary residency, as a guest of a senior citizen or qualified permanent resident, by a person of less than 55 years of age for periods of time, not less than 60 days in any year, that are specified in the covenants, conditions, and restrictions or other documents or written policy.

(e) Upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the qualifying resident, any qualified permanent resident shall be entitled to continue his or her occupancy, residency, or use of the dwelling unit as a permitted resident. This subdivision shall not apply to a permitted health care resident.

(f) The condominium, stock cooperative, limited-equity housing cooperative, planned development, or multiple-family residential rental property shall have been developed for, and initially been put to use as, housing for senior citizens, or shall have been substantially rehabilitated or renovated for, and immediately afterward put to use as, housing for senior citizens, as provided in this section; provided, however, that no housing development constructed prior to January 1, 1985, shall fail to qualify as a senior citizen housing development because it was not originally developed for or originally put to use for occupancy by senior citizens.

(g) The covenants, conditions, and restrictions or other documents or written policies applicable to any condominium, stock cooperative, limited-equity housing cooperative,

planned development, or multiple- family residential property that contained age restrictions on January 1, 1984, shall be enforceable only to the extent permitted by this section, notwithstanding lower age restrictions contained in those documents or policies.

(h) Any person who has the right to reside in, occupy, or use the housing or an unimproved lot subject to this section on January 1, 1985, shall not be deprived of the right to continue that residency, occupancy, or use as the result of the enactment of this section.

(i) The covenants, conditions, and restrictions or other documents or written policy of the senior citizen housing development shall permit the occupancy of a dwelling unit by a permitted health care resident during any period that the person is actually providing live-in, long-term, or hospice health care to a qualifying resident for compensation. For purposes of this subdivision, the term "for compensation" shall include provisions of lodging and food in exchange for care.

(j) Notwithstanding any other provision of this section, this section shall not apply to the County of Riverside.

(Amended by Stats. 2016, Ch. 50, Sec. 5. (SB 1005) Effective January 1, 2017.)



# Co-Occupancy Application

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

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](mailto:communityservices@vmsinc.org)

## Shareholder Information

|            |             |             |  |
|------------|-------------|-------------|--|
| Last Name: |             | First Name: |  |
| Telephone: | Cell Phone: | E-mail:     |  |

## Co-occupant Information

### 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:   |             |                |  |

## Shareholder/Co-occupant Acknowledgments

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.

**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.**

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



## NOTICE

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

FROM: VILLAGE MANAGEMENT SERVICES, INC.

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

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Health & Safety Code 25915.2 and 25915.5 require the Mutual to provide annual notice about the existence of asbestos-containing materials ("ACM") in 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.





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

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## **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**, April 10, 2018, the Board of Directors of this Corporation hereby adopts 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**

**30-day notification to comply with Civil Code §4360 has been satisfied.**



## STAFF REPORT

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**DATE:** April 10, 2018  
**FOR:** Board of Directors  
**SUBJECT:** Introduce Resale Correction Policy

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### **RECOMMENDATION**

Approve a Resolution to introduce the Resale Correction Policy.

### **BACKGROUND**

On May 20, 2014, the Board of Directors approved Resolution 01-08-65 Resale Correction Policy (Attachment 1), which established an 18-month time requirement for corrections to be completed after a resale.

### **DISCUSSION**

When a unit is put on the market for resale, upon request staff inspects the unit and notes in the inspection report any corrections found. These corrections can be damage to Mutual property, non-maintained alterations, or non-conforming landscape. These items are then listed in the first inspection report and provided to both the buyer and seller. The inspector determines the cost of each correction based upon predetermined costs. The current costs are based on staff chargeable service rates. The seller is responsible for ensuring the necessary repairs or corrections are completed. If the corrections are not made by the final inspection, the appropriate funds are withheld and upon close of escrow, a check is issued to the Mutual from escrow as a deposit for the corrections.

The policy does not state who is responsible for the corrections once escrow closes. The current procedure gives the buyer the option to make the repairs and be reimbursed for all verified costs up to the amount held. Historically, the remaining repairs have been referred to staff; current staffing and service levels preclude staff from completing the repairs in a timely manner.

The current policy states that if the corrections are not completed within 18 months, the funds are to be returned to the seller and the corrections become the sole responsibility of the buyer. With no clear policy on how the corrections are to be made, they often go uncompleted and the funds held for the entire 18 months. Staff recommends creating a policy which directly addresses these issues.

The proposed policy will clarify the responsible party for corrections and repairs. For example, if damage has occurred to Mutual property, the seller will be responsible for the repair. Alterations are always the responsibility of the owner to maintain; repairs to alterations will also be the responsibility of the owner. Since landscaping in the Village is only performed by staff, non-conforming landscape corrections should be performed by staff and charged to the seller at chargeable service rates.

Staff proposes to engage a contractor on an on-call basis to complete the non-landscape repairs. The contract will be obtained through the bidding process and would establish predetermined rates for common corrections encountered in the resale inspection process. These rates will be used to assign the values used in the first inspection.

In the proposed policy, as in the current procedures, the resale inspector will note corrections and assign the predetermined cost to correct the deficiencies. The seller will be notified that they have until close of escrow to make the corrections. The proposed policy will indicate that if corrections are left uncompleted at close of escrow, the funds necessary to complete the corrections will be charged to the seller's escrow and used by the Mutual to issue a work order to the contractor to make the repairs within 30 days.

To allow ample time to educate the members, realtors and escrow companies, staff proposes making the policy effective July 1, 2018.

### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Kurt Wiemann, Permits, Inspections and Restoration Manager

**Reviewed By:** Eve Morton, Alterations Coordinator  
Ernesto Munoz, P.E., Maintenance and Construction Director  
Siobhan Foster, Assistant CEO

### **ATTACHMENT(S)**

**Attachment 1** Resolution 01-08-65 Resale Policy (Existing)

**Attachment 2** Resolution 01-18-XX Proposed Resale Correction Policy

**Attachment 1**  
**Existing Resolution**

**RESOLUTION 01-08-65**

**WHEREAS**, currently there is no specific, finite time requirement in which to complete repairs or corrections identified via resale inspections, which delays the settling of resale funds held from sellers;

**NOW THEREFORE BE IT RESOLVED**, April 8, 2008 the Board of Directors hereby establishes an 18-month time requirement for new members to complete corrections required, for which funds have been held from the seller; and

**RESOLVED FURTHER**, that any corrections required for which funds were held from the seller that are not completed by the end of the 18-month period shall automatically become the buyer's sole responsibility and the Mutual shall automatically return the money to the seller; and

**RESOLVED FURTHER**, that the 18-month window would only apply to corrections or repairs that are determined to be the seller's responsibility; and

**RESOLVED FURTHER**, that all United Mutual resale applications packages and all other resale information shall reflect the change in policy (including a signed acknowledgement of the policy by all parties); and

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

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**RESOLUTION 01-18-XX**

**RESALE CORRECTION POLICY**

**WHEREAS**, on April 8, 2008, the Board of Directors approved Resolution 01-08-65, establishing an 18-month time requirement for new members to complete corrections for which funds have been held from the seller;

**WHEREAS**, resale inspections and inspection reports are an integral part of the resale process and corrections noted on the inspection reports are vital for the protection of Mutual property and assets; and,

**WHEREAS**, staff has found the current resale policy to be administratively burdensome and withholds funds for an unreasonable length of time.

**NOW THEREFORE BE IT RESOLVED**, April 10, 2018, that the Board of Directors hereby introduces the Resale Correction Policy;

**RESOLVED FURTHER**, corrections and deficiencies found in the resale inspection will be noted in the report and a predetermined dollar value will be assigned to each correction;

**RESOLVED FURTHER**, the seller will be held responsible for the corrections and will be given until the time of the final inspection to make the corrections;

**RESOLVED FURTHER**, when corrections are incomplete at the close of escrow, a sum of the values assigned to the corrections will be withheld from escrow to be used to correct the deficiencies;

**RESOLVED FURTHER**, after the close of escrow, staff will use a combination of staff and outside vendors to ensure that the corrections are made to protect Mutual property and assets;

**RESOLVED FURTHER**, that Resolution 01-08-65 adopted April 8, 2008, 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.

**APRIL Initial Notification**

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

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## STAFF REPORT

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**DATE:** April 10, 2018  
**FOR:** Board of Directors  
**SUBJECT:** Introduction of Policy for Alteration of Soffits and Suspended Ceilings

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### **RECOMMENDATION**

Approve a Resolution to introduce a Policy for Alteration of Soffits and Suspended Ceilings.

### **BACKGROUND**

On June 13, 2017, the Board passed Resolution 01-17-94, Revised Land Use Alteration Policy, which prohibits the Board from granting exclusive use of common area for alterations. Staff regularly receives numerous requests for alterations involving removal of soffits and suspended ceilings.

The Architectural Controls and Standards Committee (ACSC) requested Staff to review policies and procedures regarding alterations involving the removal of soffits and suspended ceilings.

### **DISCUSSION**

In United Laguna Woods Mutual Shareholders own a separate interest as part of a stock cooperative. The Davis-Stirling Common Interest Development Act defines separate interest; California Civil Code (Code) §4185(a) (4) "In a stock cooperative, "separate interest" means the exclusive right to occupy a portion of the real property." The Code goes on to define the limits of that separate interest in §4185(b) "...the interior surfaces of the perimeter walls, floors, ceilings, windows, doors, and outlets located within the separate interest are part of the separate interest and any other portions of the walls, floors, or ceilings are part of the common area."

Since the Code defines the interior unit surfaces as the limits of the separate interest, the area above soffits and suspended ceilings is common area. Many of the suspended ceilings within the Mutual are seven and one half to eight feet in height. A popular part of unit alterations, particularly bathroom and kitchen remodels, is to remove the suspended ceiling and raise the effective ceiling height to the bottom of the structural members.

Since the passing of the Revised Land Use Alteration Policy, Staff has denied requests for alterations that involve removing soffits and suspended ceilings, since it involves the use of common area. Although the Land Use Policy and the Code prohibit the exclusive use of common area, the Code does permit an exception for the Board to grant exclusive use of common area; §4600(b)(3)(E) "...to transfer the burden of management and maintenance of any common area that is generally inaccessible and not of general use to the membership at large..." Since the area above the soffit meets the requirements set forth in the Code, upon advice from the Mutual's legal counsel, Staff proposes adopting a policy that specifically addresses soffits and suspended ceilings.

The proposed policy would allow the removal of soffits and suspended ceilings but limit the alteration to the bottom of the structural members of the building. Additionally, the Shareholder would be obligated to follow the Mutual Consent process. Since soffit and suspended ceiling removal is a common and fairly simple alteration, the new policy puts the approval of these alterations at the Staff level. All such alteration requests would require detailed architectural plans (confirming the alteration would not negatively impact structural elements or the structural integrity of the building) and all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Unit's Shareholder and all future Shareholders at the Unit. Any alteration request for area above the bottom of the structural members would be treated as a Variance Request.

### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Kurt Wiemann, Permits, Inspections and Restoration Manager

**Reviewed By:** Eve Morton, Alterations Coordinator  
Siobhan Foster, Assistant CEO

### **ATTACHMENT(S)**

**Attachment 1:** Resolution 01-18-XXX Policy for Alteration of Soffits and Suspended Ceilings



**Resolution 01-18-XXX**

**Policy for Alteration of Soffits and Suspended Ceilings**

WHEREAS, the Board of Directors of United Laguna Woods Mutual ("Board") established policies and procedures for the construction of any alterations, additions and expansions; and

WHEREAS, the Board, through Resolution 01-17-94, adopted and implemented the Revised Land Use Policy which prohibits the Board from granting use of common area for alterations;

WHEREAS, the Davis-Stirling Common Interest Development Act ("Act") defines the area above the interior surface of a unit as common area and Staff receives numerous requests for alterations to remove suspended ceilings and soffits which, if done, would encroach into this common area;

WHEREAS, the Board has consulted with Staff and legal counsel and determined that the Act permits the granting of exclusive use of use of common area that is generally inaccessible and not of general use to the membership at large and transfers the responsibility of maintenance and management to the Shareholder; and

WHEREAS, the Board has determined that the area above suspended ceilings and soffits meets these requirements.

NOW THEREFORE, BE IT RESOLVED, April 10, 2018, that the Board of Directors hereby introduces the following Resolution for establishment of the Policy for Alteration of Soffits and Suspended Ceilings;

RESOLVED FURTHER, an alteration which removes suspended ceilings and soffits that does not negatively affect structural members or the structural soundness of the structures that meets the criteria set forth in the United Architectural Review Procedures may be approved by Staff through the Mutual Consent process;

RESOLVED FURTHER, any such alteration, with the exception of alterations permitted by existing and future Mutual Standards, shall not include any alteration of the structural members or protrude or affect any space above the lowest part of the structural members; and,

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

**APRIL Initial Notification**

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

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## STAFF REPORT

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**DATE:** April 10, 2018  
**FOR:** United Board Members  
**SUBJECT:** Introduction of Alteration Standard Section 1 - General Requirements

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### **RECOMMENDATION**

Approve a resolution to introduce Alteration Standard 1 - General Requirements.

### **BACKGROUND**

The Architectural Controls and Standards Committee (ACSC) requested staff to review and revise the current Alteration Standards for applicability, usefulness, and current technology.

There are currently 33 Alteration Standards available for Members to use to perform alterations to their Unit. Many have not been reviewed or updated for years to reflect changes in technology, materials, and work methods.

### **DISCUSSION**

The content of the proposed Alteration Standard Section 1, is currently shown on all of the Alteration Standards as §1.0 General Requirements. The purpose of creating a separate Standard for these requirements is twofold; to facilitate future revisions to the General Requirements without necessitating the revision of every Standard, and to highlight the General Requirements by making them a separate and required Standard with every Mutual Consent granted.

### **FINANCIAL ANALYSIS**

None

**Prepared By:** Kurt Wiemann, Permits, Inspections and Restoration Manager

**Reviewed By:** Eve Morton, Alterations Coordinator  
Siobhan Foster, Assistant CEO

### **ATTACHMENT(S)**

**Attachment 1: Resolution 01-18-XXX Alteration Standard Section 1**

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## **RESOLUTION 01-18-XX**

### **Section 1: General Requirement for all Alteration Standards**

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

**WHEREAS**, the General Requirements are and should remain the same for all Alteration Standards and amending the General Requirements requires amending every individual Alteration Standard;

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to remove the General Requirements from each individual Alteration Standard and create a new Alteration Standard for the General Requirements, eliminating the need to revise all the Alteration Standards for a revision to the General Requirements,

**NOW THEREFORE BE IT RESOLVED**, April 10, 2018, that the Board of Directors of this Corporation hereby adopts the following Standard Section 1 for the General Requirements of all Alteration Standards;

### **SECTION 1: GENERAL REQUIREMENTS FOR ALTERATION STANDARDS**

- 1.1 PERMITS AND FEES:** A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Alterations Division with City permit number(s) prior to beginning work.
- 1.2 MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.
- 1.3 CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).
- 1.4 WORK HOURS:** No work shall commence prior to 7:00 am and no work shall be permitted after 5:00 pm Monday through Friday. Work on Saturday shall be permitted from 9:00 am– 3:00 pm for work which results in construction-related noise (e.g. cutting tile, hammering, and the use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00 am – 5:00 pm. No work whatsoever shall be permitted on Sunday or holidays.

- 1.5 **PLANS:** The Member applying for a permit shall provide to the Alterations Division a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 **DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Cleaning of paint tools, buckets, or equipment is prohibited in Common Areas. Contractor's or Member's dumpsters, if required, may not be placed in cul-de-sacs or parking spaces, location must be approved by the Alteration Division.
- 1.7 **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.
- 1.8 **CONTRACTOR'S CONDUCT:** Member's contractor's, their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.
- 1.9 **PARKING:** Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces, cul-de-sacs, 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.

**RESOLVED FURTHER,** that the General Requirements of all Alteration Standards will be modified to reflect the changes; and

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

**APRIL Initial Notification**

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



## STAFF REPORT

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**DATE:** April 10, 2018  
**FOR:** Board of Directors  
**SUBJECT:** Revision of Alteration Standard 6 - Air Conditioning Units/Heat Pumps

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### **RECOMMENDATION**

Approve a Resolution to introduce Alteration Standard 6 - Air Conditioning Units/Heat Pumps.

### **BACKGROUND**

The Architectural Controls and Standards Committee (ACSC) requested Staff to review and revise the current Alteration Standards for applicability, usefulness, and current technology.

There are currently 33 Alteration Standards available for Members to use to perform alterations to their Manor. Many have not been reviewed or updated for years to reflect changes in technology, materials, and work methods.

Alteration Standard 6 - Air Conditioning Units/Heat Pumps was last revised in May 2014, via Resolution 01-14-57.

### **DISCUSSION**

Due to changes in technology and the continued popularity of adding or upgrading air conditioning, the ACSC has reviewed the existing Standards pertaining to Air Conditioning Units/Heat Pumps. The following sections are proposed to be revised as follows:

- §2.1 Units must be installed in knock-out panel areas, under windows, or as determined by the ~~Manor Alterations Department~~ Division ~~with due consideration given to the effect on adjoining manors.~~
- §2.6 Above grade installation of heat pumps require condensation drain line connection to an approved discharge location. Mutual Member assumes all responsibilities for any damage that may occur from condensate lines.
- §3.4 All landscape and irrigation revisions to accommodate the location of a condenser must be made by the Mutual at the Mutual Member's expense. Member shall submit a Landscape Request Form with a copy of the site and floor plan with complete dimensions.
- §3.7 Condensers must be installed at ground level and mounted on an approved concrete or plastic pad and must be located within 24" of the building wall and maintain a 36" clearance from bedroom windows, other equipment, utility boxes, vents, and walkways.
- §3.8 All exterior wiring, condensate, and coolant lines must be encased in a single square sheet metal or vinyl chase painted to match the color of the wall.

After review of the Standard, the ACSC determined that the following section should be added to the Standard:

~~§2.10 Upon the installation of a central heating and air system, the A/C-H/P units and sleeves shall be removed.~~

§3.15 Electrical conduit and box must be painted to match the color of the wall.

### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Kurt Wiemann, Permits, Inspections and Restoration Manager

**Reviewed By:** Eve Morton, Alterations Coordinator  
Siobhan Foster, Assistant CEO

### **ATTACHMENT(S)**

**Attachment 1: Resolution 01-18-XXX Alteration Standard 6**

**Attachment 2: Redline of proposed updates to Alteration Standard 6**

## **Attachment 1**

### **RESOLUTION 01-18-XX**

#### **Revise Alteration Standard 6 – Air Conditioning Units/Heat Pumps**

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

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to revise Alteration 6: Air Conditioning Units/Heat Pumps.

**NOW THEREFORE BE IT RESOLVED**, April 10, 2018, that the Board of Directors of this Corporation hereby introduces the following Alteration Standard 6: Air Conditioning Units/Heat Pumps;

#### **Standard 6 – Air Conditioning Units/Heat Pumps**

##### **1.0 GENERAL REQUIREMENTS**

See Standard Section 1: General Requirements

##### **2.0 APPLICATIONS - THROUGH THE WALL A/C-H/P UNITS**

- 2.1** Units must be installed in knock-out panel areas, under windows, or as determined by the Alterations Division.
- 2.2** Units must not be located more than 12" off the floor as measured from the bottom of the unit, unless otherwise approved by the Alterations Division due to site conditions.
- 2.3** No unit may project directly into a walkway area or into a breezeway.
- 2.4** Window mounted units are prohibited.
- 2.5** Sleeves must be painted to match the color of the wall.
- 2.6** Above grade installation of heat pumps require condensation drain line connection to an approved discharge location. Mutual Member assumes all responsibilities for any damage that may occur from condensate lines.
- 2.7** In the absence of an approved alternate heat source, removal of the A/C-H/P unit and sleeve is prohibited.
- 2.8** Removal of sleeves in stucco walls require that the patch must be made in accordance with standard construction practices to maintain the water proof integrity of the wall. The texture and color must match the existing wall.
- 2.9** Removal of sleeves in walls with wood siding must be made in accordance with standard construction practices to maintain the water proof integrity of the wall. The entire section of wood siding under a

window, from trim to trim must be replaced and the texture and color must match the existing wood siding.

- 2.10** Upon the installation of a central heating and air system, the A/C-H/P units and sleeves shall be removed.

**3.0 APPLICATIONS - CENTRAL and DUCTLESS UNITS**

- 3.1** The location of condensers must be approved by the Alterations Division. Prior to permit issuance, consideration will be given to any effected or adjoining units. Mutual Member is required to submit signed Neighbor Awareness forms as deemed needed by the Alterations Division.
- 3.2** The size of condensers must not exceed 48" high, 37" wide or 36" deep.
- 3.3** Only one outdoor condensing unit per manor is permitted.
- 3.4** All landscape and irrigation revisions to accommodate the location of a condenser must be made by the Mutual at the Mutual Member's expense. Member shall submit a Landscape Request Form with a copy of the site and floor plan with complete dimensions.
- 3.5** Condensation drain lines must be routed to an approved location.
- 3.6** Roof mounted condensers are prohibited.
- 3.7** Condensers must be installed at ground level and mounted on an approved concrete or plastic pad and must be located within 24" of the building wall and maintain a 36" clearance from bedroom windows, other equipment, utility boxes, vents, and walkways.
- 3.8** All exterior wiring, condensate, and coolant lines must be encased in a single square sheet metal or vinyl chase painted to match the color of the wall.
- 3.9** The metal chaseway must be of the two-piece type. Chaseways must be made rodent proof by using wiremesh at the bottom of the chaseways.
- 3.10** The length of the run(s) must be kept to a minimum and be as unobtrusive as possible.
- 3.11** Cutting of a cornice molding to accommodate a chase-way shall be performed by removing the affected section of molding, cutting the metal flashing at both ends, applying sealant under the metal flashing, bending the metal flashing to be flush with the wall and fastening the metal flashing in place using screws. Sealant shall be applied as needed and the cut ends of the cornice molding shall be sealed.
- 3.12** Watertight seals must be provided around all penetrations.
- 3.13** Cutting or altering roof trusses for the installation of air handlers in attic spaces are strictly prohibited.
- 3.14** When air handlers are installed in water heater closets, sufficient space must be provided above and around the water heater for repair and replacement of the water heater.
- 3.15** Electrical conduit and box must be painted to match the color of the wall.

**RESOLVED FURTHER**, that Resolution 01-14-57, adopted May 13, 2014 is hereby superseded and cancelled; and

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

**APRIL Initial Notification**

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

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## STANDARD 6 AIR CONDITIONING UNITS/HEAT PUMPS

REVISED AUGUST 1999, RESOLUTION U-99-59

REVISED MARCH 2001, RESOLUTION U-01-14

REVISED DECEMBER 2003, RESOLUTION 01-03-168

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

REVISED SEPTEMBER 2013, RESOLUTION 01-13-171

REVISED MAY 2014, RESOLUTION 01-14-57

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

REVISED APRIL 2018, RESOLUTION 01-18-XXX

### 1.0 **GENERAL REQUIREMENTS**

See Standard Section 1: General Requirements

- ~~1.1 PERMITS AND FEES: A Mutual Consent for Manor Alterations is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his contractor. Member and/or his contractor must supply the Manor Alterations Department with City permit numbers prior to beginning work.~~
- ~~1.2 MEMBERS RESPONSIBILITY: The Member is solely responsible for the maintenance and repair of all alterations to the building. Removal may be required upon sale of a manor, or deterioration of the alteration. Further, Member(s) are expected to provide neighboring residents an estimated timeline for construction, and advance notice of excessive construction-related noise that may occur.~~
- ~~1.3 CODES AND REGULATIONS: All work shall comply with applicable local, state, and federal requirements including but not limited to the current edition of the Uniform Building Code.~~
- ~~WORK HOURS: Contractors working for residents at individual manors and in carports are permitted to work from 9:00 AM — 5:00 PM Monday through Friday. No work whatsoever shall be permitted on Saturday and Sunday, and construction is restricted to 6 months out of every 12 months of the year.~~
- ~~1.5 PLANS: The Member applying for a Mutual Consent for Manor Alteration(s) shall provide to the Manor Alterations Department a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.~~
- ~~1.6 DUMPSITES: The premises shall be kept free from accumulation of waste materials and/or rubbish caused by the construction work. Member and/or his contractor is responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily. USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION~~

~~RELATED DUMPING IS NOT PERMITTED. Contractor's dumpsters, if required, must have location approved by the Manor Alterations Department.~~

~~1.7 CONTRACTOR: Installation must be performed by a California licensed contractor of the appropriate trade.~~

~~1.8 CONTRACTOR'S CONDUCT: Member's contractor(s), their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.~~

## **2.0 APPLICATIONS - THROUGH THE WALL A/C-H/P UNITS**

**2.1** Units must be installed in knock-out panel areas, under windows, or as determined by the ~~Manor~~ Alterations ~~Department~~Division, ~~with due consideration given to the effect on adjoining manors.~~

**2.2** Units must not be located more than 12" off the floor as measured from the bottom of the unit, unless otherwise approved by the ~~Manor~~ Alterations ~~Department~~Division due to site conditions.

**2.3** No unit may project directly into a walkway area or into a breezeway.

**2.4** Window mounted units are prohibited.

**2.5** Sleeves must be painted to match the color of the wall.

**2.6** Above grade installation of heat pumps require condensation drain line connection to an approved discharge location. Mutual Member assumes all responsibilities for any damage that may occur from condensate lines.

**2.7** In the absence of an approved alternate heat source, removal of the A/C-H/P unit and sleeve is prohibited.

**2.8** Removal of sleeves in stucco walls require that the patch must be made in accordance with standard construction practices to maintain the water proof integrity of the wall. The texture and color must match the existing wall.

2.9 Removal of sleeves in walls with wood siding must be made in accordance with standard construction practices to maintain the water proof integrity of the wall. The entire section of wood siding under a window, from trim to trim must be replaced and the texture and color must match the existing wood siding.

2.10 Upon the installation of a central heating and air system, the A/C-H/P units and sleeves shall be removed.

### 3.0 **APPLICATIONS - CENTRAL and DUCTLESS UNITS**

3.1 The location of condensers must be approved by the ~~Manor~~ Alterations ~~Department~~ Division. Prior to permit issuance, consideration will be given to any effected or adjoining ~~manors~~ units. Mutual Member is required to submit signed Neighbor Awareness forms as deemed needed by the ~~Manor~~ Alterations ~~Department~~ Division.

3.2 The size of condensers must not exceed 48" high, 37" wide or 36" deep.

3.3 Only one outdoor condensing unit per manor is permitted.

3.4 All landscape and irrigation revisions to accommodate the location of a condenser must be made by the Mutual at the Mutual Member's expense. Member shall submit a Landscape Request Form with a copy of the site and floor plan with complete dimensions.

3.5 Condensation drain lines must be routed to an approved location.

3.6 Roof mounted condensers are prohibited.

3.7 Condensers must be installed at ground level and mounted on an approved concrete or plastic pad and must be located within 24" of the building wall and maintain a 36" clearance from bedroom windows, other equipment, utility boxes, vents, and walkways.

3.8 All exterior wiring, condensate, and coolant lines must be encased in a single square sheet metal or vinyl chase painted to match the color of the wall.

3.9 The metal chaseway must be of the two-piece type. Chaseways must be made rodent proof by using wiremesh at the bottom of the chaseways.

- 3.10** The length of the run(s) must be kept to a minimum and be as unobtrusive as possible.
- 3.11** Cutting of a cornice molding to accommodate a chase-way shall be performed by removing the affected section of molding, cutting the metal flashing at both ends, applying sealant under the metal flashing, bending the metal flashing to be flush with the wall and fastening the metal flashing in place using screws. Sealant shall be applied as needed and the cut ends of the cornice molding shall be sealed.
- 3.12** Watertight seals must be provided around all penetrations.
- 3.13** Cutting or altering roof trusses for the installation of air handlers in attic spaces are strictly prohibited.
- 3.14** When air handlers are installed in water heater closets, sufficient space must be provided above and around the water heater for repair and replacement of the water heater.
- 3.15** Electrical conduit and box must be painted to match the color of the wall.



## STAFF REPORT

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**DATE:** April 10, 2018  
**FOR:** Board of Directors  
**SUBJECT:** Vacant Unit Inspection Policy

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### **RECOMMENDATION**

Entertain a Motion to approve a Resolution revising the Vacant Unit Inspection Policy.

### **BACKGROUND**

On November 14, 2008, the Board approved Resolution 01-08-196, establishing the Interior Inspection of Vacant Units Policy (Attachment 1). The policy was established due to vacant units presenting a number of concerns to United Mutual and its residents.

### **DISCUSSION**

Recent events related to damage of Mutual property due to neglect in vacant units has prompted a review of the current policy. Per the current policy, vacant unit inspections are triggered when a Unit is unoccupied for six months. When that threshold is met and annually thereafter, the policy requires Staff to contact the Shareholder of Record (Shareholder) with written notification.

The notice must be given a minimum of 15 days prior to the planned inspection and requires a positive response from the Shareholder. If the Shareholder does not respond within the specified time period, Staff must attempt to notice the Shareholder a second time. After the second failed attempt, or if the Shareholder denies entry, the matter is to be referred to the Board for disciplinary action.

When following this policy, Staff has found the requirements administratively problematic and time consuming. As set forth in the policy, the notification procedures can require over two months of administration and numerous hours of Staff time to complete an inspection.

To reduce the administrative burden created by the current notification and scheduling process, Staff proposes several changes to the policy. One of the key reasons for inspections is to ensure proper maintenance to reduce the likelihood of damage to Mutual property. As water leaks, rodent infestation, and mold can create serious problems in a short amount of time, Staff recommends retaining the threshold for defining a vacant unit at six months, and performing bi-annual inspections in lieu of the current annual inspections.

Staff also recommends revising the notification process to reduce the administrative complexity. An Initial Notification of Shareholders by certified and regular mail will occur when a Unit reaches the established threshold. This notification will detail the

justification and the methodology of the inspection. A subsequent letter will be sent out 15 days prior to the scheduled inspection notifying the Shareholder of the actual inspection date and time frame. It will also encourage their presence during the inspection.

The current policy states that the Mutual will conduct non-emergency inspections only upon response from the Shareholder. Historically, this requirement has been a hindrance to implementation of this policy. The United Occupancy Agreement, Article 17; Inspection of Dwelling Unit, clearly states "...the officers and agents of the Corporation, and with the approval of the Corporation,....shall have the right to enter the dwelling unit of the Member and make inspection thereof at any reasonable hour ...". Since the Occupancy Agreement requires a Shareholder to grant entry, a return response authorizing inspection is unnecessary. The proposed notifications give the Shareholder an avenue in which to object to access, which would be reviewed by Staff and, if necessary, be referred to the Board for resolution. As in the previous Resolution, failure to provide access will be subject to referral to the Board for disciplinary action.

Access to vacant units has been problematic for both emergencies and non-emergencies. The Mutual's current Key File Program is voluntary; since access to vacant units in an emergency is critical and entry for maintenance using a locksmith is expensive and time consuming, Staff proposes to make the Key File Program for vacant units mandatory. When a unit is identified as vacant and no key is on file, the Shareholder will be notified to provide one. Failure to provide a key will be subject to referral to the Board for disciplinary action.

The current policy does not dictate any charges for inspection and administrative fees. Since the proposed inspection policy does carry administrative costs, Staff proposes a fee of \$50 be charged to the Shareholder for each inspection.

As in the current policy, non-emergency inspections will be conducted with Security personnel in attendance to ensure there is no adverse impact upon the unit interior due to the Mutual's inspection. The remainder of the existing policy will remain unchanged.

Due to the increased Staff time necessary to carry out this policy, an additional Staff position will be necessary. Currently there is sufficient field Staff to carry out the purpose of the policy; an additional administrative position is required to complete the tasks related to implementing the policy.

### **FINANCIAL ANALYSIS**

An unbudgeted administrative position will be added in the Alterations Division to perform the coordination and administration relevant to this policy.

**Prepared By:** Kurt Wiemann, P.I.R. Manager

**Reviewed By:** Eve Morton, Alterations Coordinator

Siobhan Foster, Assistant CEO

### **Attachments:**

Attachment 1: Resolution 01-08-196, November 14, 2008 (Existing Policy)

Attachment 2: Resolution 01-18-XX (Proposed Policy)

Attachment 1  
Current Policy

RESOLUTION 01-08-196

WHEREAS, United Mutual currently does not conduct regular, periodic inspections of manor interiors to assist with determining the condition of the manor and taking remedial action to reduce loss or damage to Mutual property; and

WHEREAS, there has been an increased concern with the condition of manors which have been vacant for six or more months; and

WHEREAS, based on corporate counsel's advice, and the Mutual's governing documents, the Mutual has the right to inspect manors at a reasonable hour in the event of an emergency, at any time; and the right to enter manors at a reasonable hour in non-emergency situations for the purposes of inspections to determine whether maintenance or repairs may be necessary, as well as performing such maintenance and/or making repairs;

NOW THEREFORE BE IT RESOLVED, November 14, 2008, that the Board of Directors hereby authorizes non-emergency inspections of manor interiors that have been identified as being unoccupied for six months or more; and

RESOLVED FURTHER, that such inspections shall be conducted annually with an estimated cost of \$11,000 to be charged as an unbudgeted operating expenditure in 2009, and will be included in the Mutual's annual operating budget going forward; and

RESOLVED FURTHER, that the Mutual shall provide a minimum of 15 days' notice of inspection to the member of record of each vacant manor; and

RESOLVED FURTHER, that the Mutual shall conduct the non-emergency inspections with Security personnel in attendance unless access is specifically denied by the member of record; and

RESOLVED FURTHER, that if the member of record does not respond after two contact attempts by the Mutual or specifically denies entry, the matter will be referred to the Board for member disciplinary action; and

RESOLVED FURTHER, that in the event that inspectors encounter illegal or unauthorized occupants in certain manors that Mutual records indicate are vacant, the matter shall be referred to the Board for member disciplinary action; and

RESOLVED FURTHER, that non-emergency inspections shall be conducted with Security personnel in attendance to document and ensure there is no adverse impact upon the manor interior by the Mutual's inspection; and

RESOLVED FURTHER, that the inspector shall identify and note conditions within the manors and facilitate remediation of adverse functional conditions identified; and

RESOLVED FURTHER, that necessary emergency repairs that are the responsibility of the member will be carried out and charged to the member of record; and

RESOLVED FURTHER, that necessary repairs that are the responsibility of the Mutual will be carried out at Mutual cost; 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.



## **ATTACHMENT 2**

### **RESOLUTION 01-18-XX**

#### **INTERIOR INSPECTION OF VACANT UNITS**

WHEREAS, vacant units present a number of concerns to United Mutual and its residents and those concerns increase the longer the unit is vacant; it is to the benefit of United and its residents to inspect the condition of units which have been vacant for six months or more; and

WHEREAS, based on corporate counsel's opinion, and the Mutual's governing documents, the Mutual has the right to inspect units at any time in the event of an emergency and the right to enter units at a reasonable hour in non-emergency situations for the purpose of performing maintenance.

NOW THEREFORE BE IT RESOLVED, March 20, 2018, that the Board of Directors hereby introduces the Vacant Unit Inspection Policy;

RESOLVED FURTHER, that except in case of an emergency inspection, the Mutual will provide a minimum of 15 days' notice of inspection to the owner of record of each vacant unit;

RESOLVED FURTHER, the Mutual will conduct non-emergency inspections after said notice unless the owner submits a letter of objection;

RESOLVED FURTHER, if the owner of record objects or specifically denies entry, the matter will be referred to the Board for member disciplinary action;

RESOLVED FURTHER, non-emergency inspections will be conducted with Security personnel in attendance to document and ensure there is no adverse impact upon the unit interior by the Mutual's inspection;

RESOLVED FURTHER, the inspector will identify and note conditions within the units and facilitate remediation of adverse functional conditions identified if necessary to protect against damage to Mutual property, common area damage or nuisance to neighboring residents;

RESOLVED FURTHER, that necessary emergency repairs that are required to prevent damage to Mutual property that are the responsibility of the member, will be carried out and charged to the owner of record;

RESOLVED FURTHER, that necessary emergency repairs that are the responsibility of the Mutual will be carried out at Mutual cost;

RESOLVED FURTHER, that Resolution 03-14-2 adopted March 20, 2014 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.

**APRIL Initial Notification**

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

# Financial Report

As of February 28, 2018



## INCOME STATEMENT

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### ACTUAL

(in Thousands)

**TOTAL REVENUE**

**\$6,739**

**TOTAL EXPENSE**

**5,785**

**Revenue over Expense**

**\$954**

# Financial Report

As of February 28, 2018



**Through February, United was better than budget by \$806K primarily due the timing of invoices and budget distribution that differs from scheduled work for:**

## **Expenditures**

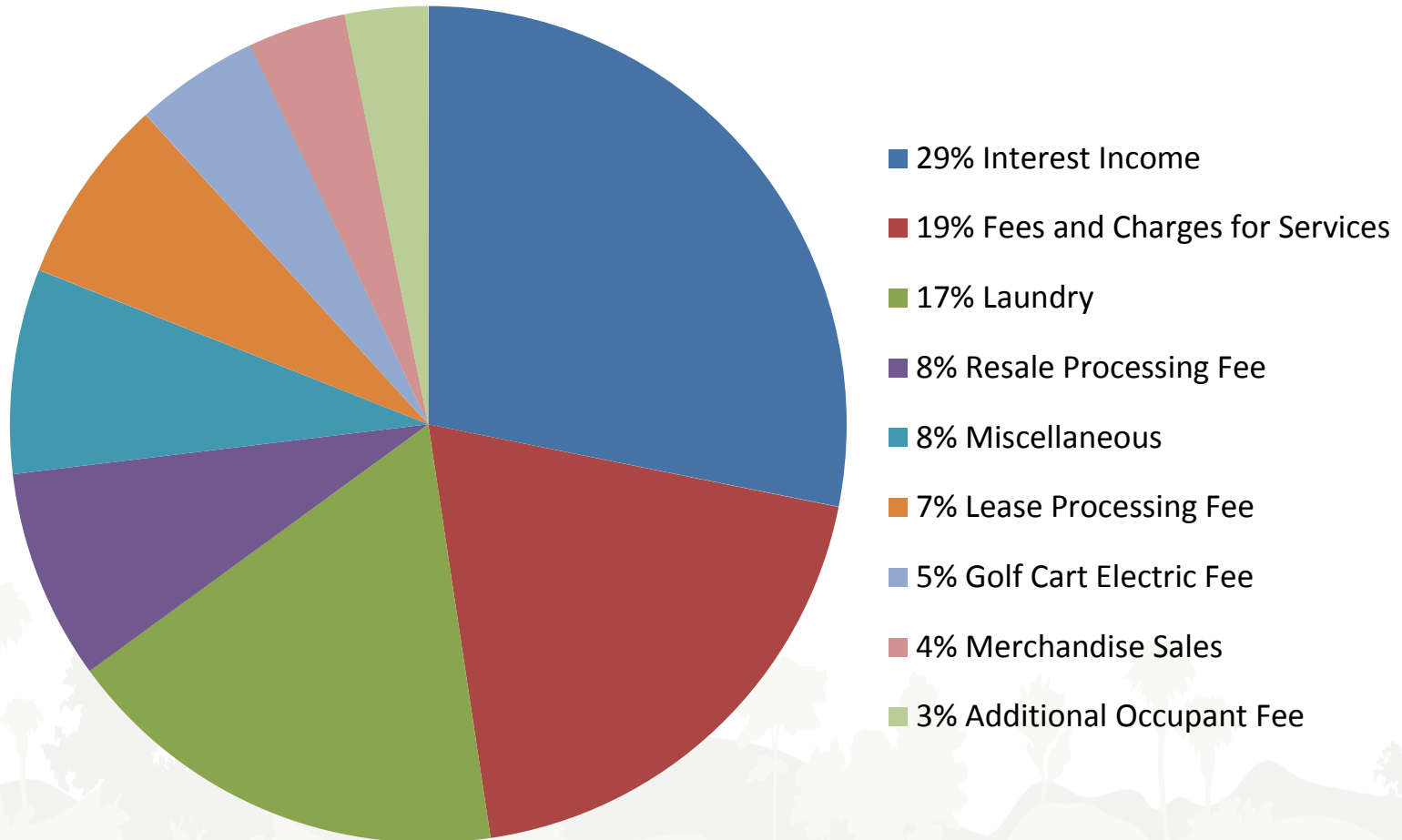
- **Moisture Intrusion, funding for this program is on a contingent basis; to date, work has not been required.**
- **Waste Line Remediation, work in progress.**
- **Building Structure Replacement, funding for this program is on a contingent basis; to date, work has not been required.**
- **Roof Repairs; work in progress.**

# Financial Report

As of February 28, 2018



## Total Non Assessment Revenues \$215,287

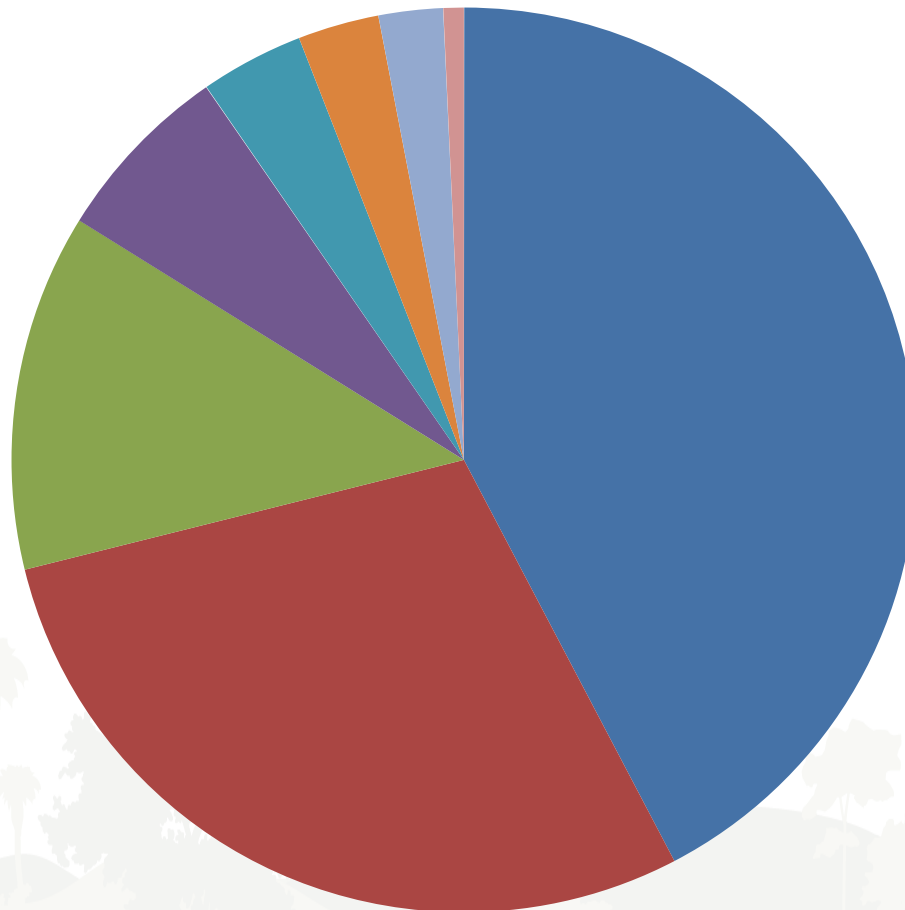


# Financial Report

As of February 28, 2018



## Total Expenses \$5,784,573



- 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

# Financial Report

As of February 28, 2018



## NON OPERATING FUND BALANCES

**ACTUAL**

(in Thousands)

**BEGINNING BALANCES: 1/1/18**

**\$22,433**

**Contributions & Interest**

**2,050**

**Expenditures**

**(1,150)**

**Current Balances: 2/28/18**

**\$23,333**

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OPEN MEETING

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

Tuesday, March 27, 2018 – 2:00 p.m.

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

**MEMBERS PRESENT:** Gary Morrison - Chair, Manuel Armendariz, Pat English, Steven Leonard, Juanita Skillman, Advisor: Alan Dickinson

**OTHERS PRESENT:** Janey Dorrell entered the room 2:59pm., Reza Bastani  
Dick Raider – VMS.INC,

**MEMBERS ABSENT:** None

**STAFF PRESENT:** Solange Backes, Jose Campos, Christopher Swanson

**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**

A motion was made and carried unanimously to approve the agenda as presented.

**Approval of the Regular Meeting Report of January 30, 2018**

A motion was made and carried unanimously to approve the Committee report as presented.

**Chair Remarks**

Director Morrison commented on future budgeting items regarding Wasteline replacements.

**Member Comments** (Items Not on the Agenda)

Stephen Champion (908-O) commented on community operations.

**Department Head Update**

None.

### **Review Preliminary Financial Statements dated February 28, 2018**

The Committee reviewed financials dated February 28, 2018. Discussion ensued and questions were addressed.

Director Skillman expressed her desire to differentiate between chargeable services and enrollments in the handyman program. Additionally, she suggested tracking revenues and expenditures of the handyman program. Staff confirmed that the program financials would be tracked..

### **Discuss Moisture Intrusion and Wasteline Replacements**

Director Morrison commented on the toilet replacements and the vales that come out in the walls of each manor. Director Leonard commented on the remediation process, identifying the core issues and allocating proper funding. Director Skillman commented on repairs and completing both inside and outside repairs if an incident occurs.

Director Armendariz concurred with Director Skillman statement regarding repairs being completed both inside and outside if a leak occurs.

Member Champion (908-O) commented on reserve funding levels.

### **Discuss Electrical Panel Replacements**

Director Leonard commented on GRF and the Mutuals working together regarding infrastructure and costs. Director Morrison commented on electrical panels outside of the units and the need to start planning for future replacements.

### **Future Agenda Items**

None.

### **Committee Member Comments**

Director English commented on directing some of the items discussed today to the M&C committee to start planning for the 2019 budget.

**Date of Next Meeting** – Tuesday, May 29, 2018 at 2:00 p.m.

**Adjournment** – The meeting recessed to closed session at 3:45 p.m.

**DRAFT**

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Gary Morrison, Chair

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

**March 29, 2018**

A Special Meeting of the United Laguna Woods Mutual Board of Directors, a California non-profit mutual benefit corporation, was held on Thursday, March 29, 2018, immediately following the Select Audit Task Force KPMG Presentation of Audited Financial Statements held at 10:00 AM, at 24351 El Toro Road, Laguna Woods, California.

Directors Present: Juanita Skillman, Janey Dorrell, Don Tibbetts, Maggie Blackwell, Gary Morrison, Cash Achrekar, Manuel Armendariz, Reza Bastani, Pat English, Steve Leonard, Andre Torng, Select Audit Task Force - Elizabeth Roper

Directors Absent: None

Staff Present: Christopher Swanson

**CALL TO ORDER**

Juanita Skillman, President of the Corporation, called the meeting to order at 10:23 AM, and established a quorum.

**APPROVAL OF THE AGENDA**

Without objection the Board approved the agenda as written.

**ENTERTAIN MOTION TO ACCPET THE 2017 AUDIT REPORT**

The Board reviewed the 2017 audited financial report and entertained a motion to accept the 2017 audited financial report for United Laguna Woods Mutual.

Director English moved to accept the 2017 audited financial report for United Laguna Woods Mutual for publication, as audited by KPMG. Director Morrison seconded the motion. Discussion ensued.

Director Armendariz proposed adding additional details to clarify unrestricted investments in section titled "Cash and Cash Equivalents and Restricted Cash and Investments." The Board agreed to this request but did not require the adjustment to be changed before the approval of the 2017 Audited Financial Statements.

By a vote of 7-3-1 the motion carried. (Against – Tibbetts, Torng and Bastani. Abstained – Armendariz)

March 29, 2018

**ADJOURNMENT**

There being no further business to come before the Board of Directors, the special meeting was adjourned at 10:31 AM.

  
\_\_\_\_\_  
Juanita Skillman, President

# Monthly Resale Report

PREPARED BY

Community Services Department

MUTUAL

All Mutuals

REPORT PERIOD

March, 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   | 48            | 76        | \$14,821,540               | \$23,481,992   | \$308,782        | \$308,974   |
| February  | 50            | 63        | \$18,660,142               | \$18,400,200   | \$373,203        | \$292,067   |
| March     | 82            | 80        | \$28,065,799               | \$24,765,800   | \$359,818        | \$309,573   |
| April     |               | * 88      |                            | * \$29,024,579 |                  | * \$329,825 |
| May       |               | * 105     |                            | * \$34,046,751 |                  | * \$327,373 |
| June      |               | * 90      |                            | * \$31,945,600 |                  | * \$354,951 |
| July      |               | * 68      |                            | * \$21,413,120 |                  | * \$314,899 |
| August    |               | * 90      |                            | * \$29,277,556 |                  | * \$325,306 |
| September |               | * 83      |                            | * \$25,481,938 |                  | * \$310,755 |
| October   |               | * 75      |                            | * \$26,703,200 |                  | * \$356,043 |
| November  |               | * 86      |                            | * \$29,641,100 |                  | * \$344,664 |
| December  |               | * 88      |                            | * \$31,413,715 |                  | * \$356,974 |
| TOTAL     | 180.00        | 219.00    | \$61,547,481               | \$66,647,992   |                  |             |
| MON AVG   | 60.00         | 73.00     | \$20,515,827               | \$22,215,997   | \$347,268        | \$303,538   |

\* Amount is excluded from percent calculation

# Monthly Resale Report

PREPARED BY

MUTUAL

REPORT PERIOD

Community Services Department

United

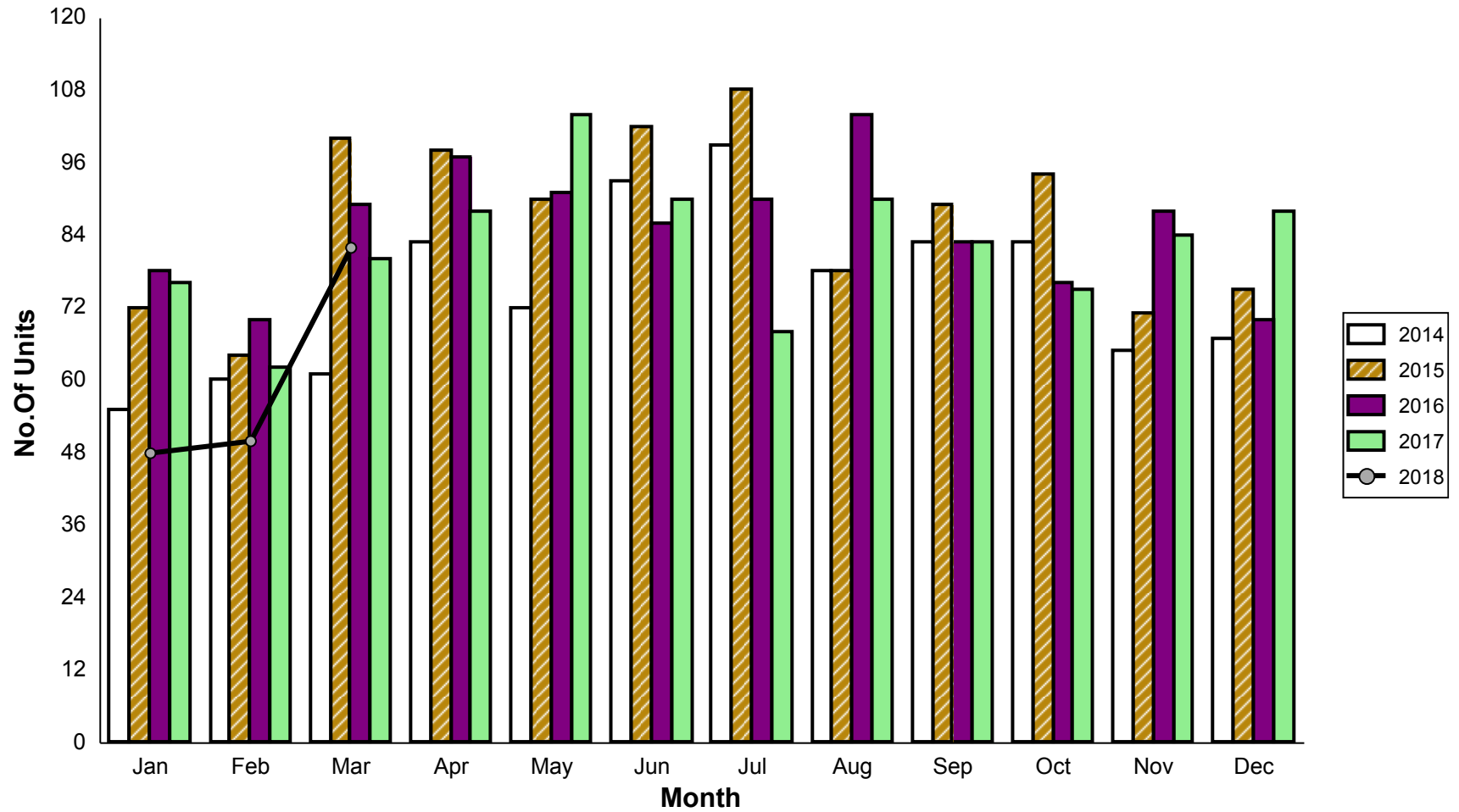
March, 2018

| 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                 | 40            | 38        | \$11,156,600               | \$9,580,000    | \$278,915        | \$252,105   |
| April                 |               | * 43      |                            | * \$10,177,429 |                  | * \$236,684 |
| May                   |               | * 60      |                            | * \$15,888,800 |                  | * \$264,813 |
| June                  |               | * 40      |                            | * \$10,744,150 |                  | * \$268,604 |
| July                  |               | * 32      |                            | * \$7,887,100  |                  | * \$246,472 |
| August                |               | * 43      |                            | * \$11,310,367 |                  | * \$263,032 |
| September             |               | * 37      |                            | * \$9,461,900  |                  | * \$255,727 |
| October               |               | * 29      |                            | * \$7,898,500  |                  | * \$272,362 |
| November              |               | * 37      |                            | * \$9,793,900  |                  | * \$264,700 |
| December              |               | * 49      |                            | * \$12,579,440 |                  | * \$256,723 |
| <b>TOTAL</b>          | 84.00         | 111.00    | \$23,230,240               | \$27,061,630   |                  |             |
| <b>MON AVG</b>        | 28.00         | 37.00     | \$7,743,413                | \$9,020,543    | \$276,315        | \$243,783   |
| <b>% CHANGE - YTD</b> | -24.3%        |           | -14.2%                     |                | 13.3%            |             |

% Change calculated (ThisYear - LastYear)/LastYear

\* Amount is excluded from percent calculation

## Resales - 5 Year Comparison



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# Resales Report

## United Laguna Woods Mutual

### March, 2018

| Close      | Manor | Mutual | Price     | Model/Style   | Listing Realtor               | Buyer Realtor               | Escrow                   |
|------------|-------|--------|-----------|---------------|-------------------------------|-----------------------------|--------------------------|
| 03/02/2018 | 5-B   | 1      | \$150,000 | Cadiz         | Century 21 Rainbow Realty     | Village Real Estate         | Homestead Escrow         |
| 03/26/2018 | 6-F   | 1      | \$264,000 | Barcelona     | The real estate Professionals | Realty One Group            | Homestead Escrow         |
| 03/09/2018 | 41-P  | 1      | \$130,000 | Cadiz         | Laguna Premier Realty, Inc    | Laguna Premier Realty, Inc  | Granite Escrow           |
| 03/21/2018 | 85-B  | 1      | \$420,000 | Valencia      | Surterre Properties, Inc.     | Century 21 Award            | Granite Escrow           |
| 03/21/2018 | 94-A  | 1      | \$262,500 | San Sebastian | Berkshire Hathaway            | Laguna Premier Realty, Inc  | Granite Escrow           |
| 03/21/2018 | 104-Q | 1      | \$110,000 | Cadiz         | Century 21 Rainbow Realty     | Century 21 Rainbow          | Granite Escrow           |
| 03/09/2018 | 176-C | 1      | \$265,000 | San Sebastian | HomeSmart Evergreen           | Coldwell Banker             | Escrow Options Group     |
| 03/06/2018 | 178-A | 1      | \$260,000 | San Sebastian | Laguna Premier Realty, Inc    | Siroh realty & investments  | Pacific Closing Services |
| 03/09/2018 | 192-D | 1      | \$239,000 | Granada       | ReMax                         | HomeSmart Evergreen         | Integra Escrow           |
| 03/19/2018 | 199-C | 1      | \$383,000 | Seville       | Century 21 Rainbow Realty     | Windem Real Estate          | Homestead Escrow         |
| 03/29/2018 | 207-A | 1      | \$375,000 | Cordoba       | Century 21 Rainbow            | Ricci Realty                | Granite Escrow           |
| 03/07/2018 | 211-N | 1      | \$143,000 | Cadiz         | Laguna Premier Realty, Inc    | Linda Hale -Broker          | Pacific Closing Services |
| 03/15/2018 | 229-D | 1      | \$546,000 | Seville       | HomeSmart Evergreen           | Century 21 Award            | Homestead Escrow         |
| 03/20/2018 | 231-D | 1      | \$110,000 | Granada       | Century 21 Rainbow            | Century 21 Rainbow          | Escrow Options Group     |
| 03/19/2018 | 256-N | 1      | \$223,000 | Casa Blanca   | Laguna Premier Realty, Inc    | Century 21 Rainbow          | Pacific Closing Services |
| 03/01/2018 | 280-A | 1      | \$160,000 | Cadiz         | Laguna Premier Realty, Inc    | Tarbell Realtors            | Pacific Closing Services |
| 03/02/2018 | 281-O | 1      | \$159,900 | Cadiz         | Century 21 Award              | Keller Williams Real Estate | Granite Escrow           |
| 03/08/2018 | 369-B | 1      | \$362,000 | Granada       | Laguna Woods Village Realty   | No Broker                   | Granite Escrow           |
| 03/27/2018 | 371-A | 1      | \$440,000 | Cordoba       | First Team Real Estate        | First Team Real Estate      | Granite Escrow           |
| 03/12/2018 | 383-B | 1      | \$247,500 | La Corona     | HomeSmart Evergreen           | Regency Real Estate         | Escrow Options Group     |
| 03/27/2018 | 443-C | 1      | \$290,000 | Granada       | Century 21 Rainbow            | HOM Sotheby's               | Granite Escrow           |
| 03/21/2018 | 522-A | 1      | \$370,000 | Granada       | Realty One Group              | OC Real Estate 411          | Granite Escrow           |
| 03/12/2018 | 538-B | 1      | \$247,500 | Madrid        | Century 21 Rainbow Realty     | Regency Real Estate         | Homestead Escrow         |

# Resales Report

## United Laguna Woods Mutual

### March, 2018

| Close      | Manor  | Mutual | Price     | Model/Style   | Listing Realtor                   | Buyer Realtor              | Escrow                   |
|------------|--------|--------|-----------|---------------|-----------------------------------|----------------------------|--------------------------|
| 03/29/2018 | 613-B  | 1      | \$347,500 | San Sebastian | Village Real Estate               | Realty One Group           | Homestead Escrow         |
| 03/13/2018 | 614-O  | 1      | \$242,000 | Castilla      | Laguna Premier Realty, Inc        | Realty One Group           | Pacific Closing Services |
| 03/07/2018 | 662-A  | 1      | \$369,800 | Casa Linda    | Century 21 Preferred              | Realty One Group           | Granite Escrow           |
| 03/21/2018 | 687-B  | 1      | \$445,000 | Cordoba       | OCResidential Property Management | Harcourts Prime Properties | Mission Country Escrow   |
| 03/26/2018 | 714-C  | 1      | \$254,000 | San Sebastian | First Team Estates                | Brad Davidson              | Pure Logic Escrow        |
| 03/30/2018 | 742-B  | 1      | \$284,000 | Madrid        | New Star                          | MALIBU PREMIER PROPERTIES  | Homestead Escrow         |
| 03/06/2018 | 793-A  | 1      | \$300,000 | Madrid        | Century 21 Rainbow Realty         | FSBO                       | Granite Escrow           |
| 03/30/2018 | 806-O  | 1      | \$210,000 | Casa Linda    | Laguna Woods Properties           | Laguna Premier Realty, Inc | Granite Escrow           |
| 03/02/2018 | 827-D  | 1      | \$360,000 | Casa Contenta | Laguna Premier Realty, Inc        | COMPASS REAL ESTATE        | Granite Escrow           |
| 03/01/2018 | 902-N  | 1      | \$390,000 | Casa Linda    | HomeSmart Evergreen               | Laguna Premier Realty, Inc | Homestead Escrow         |
| 03/12/2018 | 911-A  | 1      | \$190,000 | Cadiz         | Laguna Premier Realty, Inc        | No Broker                  | Granite Escrow           |
| 03/16/2018 | 928-P  | 1      | \$349,900 | Casa Linda    | California Freedom                | Presidential Real Estate   | Homestead Escrow         |
| 03/01/2018 | 2006-D | 1      | \$217,000 | Valencia      | Laguna Premier Realty, Inc        | Alliance Realty            | Homestead Escrow         |
| 03/01/2018 | 2016-Q | 1      | \$325,000 | Casa Linda    | Village Real Estate               | Laguna Premier Realty, Inc | Granite Escrow           |
| 03/30/2018 | 2037-A | 1      | \$300,000 | Seville       | Re/Max Associated Realtors        | Surterre Properties, Inc.  | Granite Escrow           |
| 03/14/2018 | 2087-H | 1      | \$210,000 | Monterey      | Laguna Premier Realty, Inc        | Laguna Premier Realty, Inc | Pacific Closing Services |
| 03/02/2018 | 2184-P | 1      | \$205,000 | Castilla      | Realty One Group                  | Berkshire Hathaway         | Homestead Escrow         |

Number of Resales: 40

Total Resale Price: \$11,156,600

Average Resale Price: \$278,915

Median Resale Price: \$263,250

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

| Close | Manor | Mutual | Price | Model/Style | Listing Realtor | Buyer Realtor | Escrow |
|-------|-------|--------|-------|-------------|-----------------|---------------|--------|
|-------|-------|--------|-------|-------------|-----------------|---------------|--------|

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# MONTHLY LEASING REPORT

Report Period:  
March-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             | 1                | 19       | 39       | 416       | 32      | 507             | 518             | 53                | 35                       | 27       | 2          |
| 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   | 0.3              | 28.7     | 43.3     | 403.7     | 33.0    | 509.0           | Jan-Mar ###     | 41.3              | 28.7                     | 27.7     | 1.0        |
| Percentage Leased | 507 / 6323 = 8%  |          |          |           |         |                 |                 |                   |                          |          |            |

\* Amendment to 12-month Lease (Manor 173-D)

New Leases = Units Sublet

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## **OPEN MEETING**

### **REGULAR MEETING OF THE UNITED LAGUNA WOODS MUTUAL ARCHITECTURAL CONTROL AND STANDARDS COMMITTEE**

**Thursday, March 15, 2018 – 9:30 a.m.**

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

### **REPORT**

**MEMBERS PRESENT:** Janey Dorrell - Chair, Don Tibbetts, Gary Morrison, Juanita Skillman, and Cash Achrekar

**MEMBERS ABSENT:** Pat English and Advisor Walt Ridley

**ADVISORS PRESENT:** Mike Mehrair, Kay Anderson and Ken Deppe

**STAFF PRESENT:** Kurt Wiemann, Gavin Fogg, and Eve Morton

**1. Call to Order**

Chair Dorrell called the meeting to order at 9:30 a.m.

**2. Acknowledgement of Media**

No media were present.

**3. Approval of the Agenda**

Director Achrekar made a motion to approve the agenda. Director Tibbetts seconded. The Committee was in unanimous support.

**4. Approval of the Report for February 15, 2018**

President Skillman made a motion to approve the Report. Director Achrekar seconded. The Committee was in unanimous support.

**5. Committee Chair Remarks**

None

**6. Member Comments**

None

**7. Department Head Update**

Mr. Wiemann reported the process has begun to convert the plumbing drawings into .pdf files. Once complete they will be posted onto the website.

Over 50 contractors have expressed interest in attending the Contractor Forum which is tentatively scheduled for early May.

Staff has been unable to locate the tract plans. The committee recommended checking with the Historical Society and the new Records Manager.

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.*

Items for Discussion and Consideration:

**8. Review Legal Opinion regarding Soffits and Common Area**

Mr. Wiemann reviewed the proposed Policy for Alteration of Soffits and Suspended Ceilings with the committee. President Skillman made a motion to bring the proposed policy to the Board. Director Tibbets seconded. The Committee was in unanimous support.

**9. 442-B (Cordoba 1A4R) - Room Repurposing, Window Resizing and Wall Revisions**

The committee requested a condition be added stating that the soffit portion of the renovation may not commence until the proposed Soffit Policy has been approved by the Board. Director Achrekar moved to accept Staff's recommendation with the added condition. Director Tibbets seconded. The Committee was in unanimous support.

**10.503-A (Cordoba 1A4) - Room Repurposing and Wall Revisions**

Director Achrekar moved to accept Staff's recommendation. Director Tibbets seconded. The Committee was in unanimous support.

**11. Review and Discuss a Proposed General Requirements Standard**

President Skillman moved to accept Staff's recommendation and move this Standard to the Board. Director Achrekar seconded. The Committee was in unanimous support.

**12. Review Architectural Standard 6 – Air Conditioning**

The Committee requested that the Standard include rules regarding where the condensation lines may drain. President Skillman moved to accept Staff's recommendation, with the added rule regarding drainage, and move this Standard to the Board. Director Tibbets seconded. The Committee was in unanimous support.



Reports:

**13. Review the Maintenance & Construction Report on Pushmatic Electrical Panels (Report Only)**

Mr. Wiemann reported that the City doesn't require panel replacement for minor electrical work. If major renovations are performed, the City requires installation of a non-Pushmatic panel.

Items for Future Agendas

None

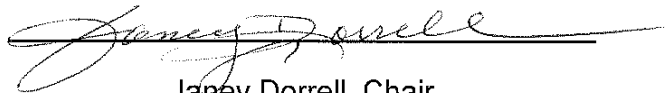
Concluding Business:

**14. Committee Member Comments**

Advisor Mehrain stated that it is important to inform residents that if they are replacing Mutual owned appliances they must call Resident Services to pick up those appliances or else they will be charged a fee. Staff was requested to research the current policy and to recommend how best to disseminate this information to United residents.

**15. Date of Next Meeting - April 19, 2018**

**16. Adjournment at 10:34 a.m.**



Janey Dorrell, Chair  
Kurt Wiemann, Staff Officer  
Eve Morton, Alterations Coordinator 268-2565

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## **OPEN MEETING**

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

Monday, March 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:** Betty Parker
- OTHERS PRESENT:** VMS Director Dick Rader, and Attorney Jeff Beaumont via phone
- STAFF PRESENT:** Pamela Bashline and Eve Morton

### **REPORT**

#### **1. Call to Order**

Chair Skillman called the meeting to order at 2:00 p.m.

#### **2. Acknowledgement of Press**

No press was present.

#### **3. Approval of the Agenda**

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

#### **4. Approval of Report from the February 26, 2018 meeting**

Director Blackwell moved to approve the report. There were no objections.

#### **5. Chair's Remarks**

Chair Skillman informed the committee that there will be a Closed session following this meeting which she will start at 4 p.m.

## **6. Member Comments (Items not on the agenda)**

There were no Member comments.

## **7. Department Head Update**

None

### 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:

### Items for Discussion and Consideration:

## **8. Review and Discuss a Proposed Stock Certificate**

Discussion ensued regarding stock certificates.

The committee requested that Attorney Jeff Beaumont draft a United stock certificate and insert wording into it from the Bylaws regarding the fact that a Village Membership is non-transferable. He was also asked to provide wording for an envelope to house a stock certificate stating that inheriting ownership of the enclosed Stock Certificate does not entitle the holder to membership in United. Everyone must apply for Membership.

Ms. Morton was asked to review past United Board minutes for indications of the reasons why the certificates given to a Shareholder have changed over the years.

## **9. Continue Review of Updated Resale Documents**

The committee continued to review and update the United resale documents.

Ms. Bashline was asked to incorporate the committee's updates into the real estate agent cover letter, make sure the terms used in the letter were not confusing for the reader, and to bring her proposed version back to the next committee meeting for review.

Ms. Morton was asked to schedule weekly meetings with the Task Force consisting of Chair Skillman, Pamela Bashline, Mary Stone, Bevan Strom, and herself to continue reviewing the resale documents until completion.

Concluding Business:

**10. Committee Member Comments**

None

**11. Future Agenda Items**

- Review a resolution for a Corporate Members Meeting regarding allowing Non-Members to use GRF facilities - April
- Investors as purchasers – May
- Review Financial Qualifications Policy- May

**12. Next meeting date is on April 23, 2018**

**13. Adjournment at 4 p.m. into Closed session.**



Juanita Skillman, Chair