

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

Tuesday, May 8, 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 Morrison
- 3. Acknowledge Media
- 4. Approval of Agenda
- 5. Approval of the Meeting Minutesa. April 10, 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 Stone
- 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) Denial recommendation 124-B (Majorca, 8B) Retain Wooden Patio Cover
- b. Landscape Committee Recommendations:
 - (1) 2152-A/B Ronda Granada (Kim) Deny Removal of (1) Ash Tree at 2152-A; Approve Removal of (1) Ash, Star Pine, and Weeping Fig Tree at 2152-B
 - (2) 25-T Avenida Castilla (Shotwell) Approve Removal of Maidenhair Tree
 - (3) 594-A Avenida Majorca (Jones) Approve Removal American Sweetgum Tree
 - (4) Approval of Updated Landscape Manual
- c. Maintenance & Construction Committee Recommendations:
 - (1) Denial of an Appeal for Appliance Disbursement (2147-B)
- d. Finance Committee Recommendations:
 - (1) Approval of Resolution to Record Lien against Member ID 947-396-02
- e. Updated GRF and Committee Appointments

12. Unfinished Business

a. Entertain a Motion to Adopt a Resolution Endorsing the Handyman Program and Setting Policy (30 day notification to comply with Civil Code §4360 has been satisfied)

13. New Business

- a. Entertain a Motion to Approve an Appliance Policy Revision (MAY initial notification-must postpone 30-days (June) to comply with Civil Code §4360)
- b. Entertain a Motion to Introduce a Resolution for an Alterations Standard 7: Satellite Dishes (MAY initial notification-must postpone 30-days (June) to comply with Civil Code §4360)
- Entertain a Motion to Introduce a Resolution for an Alterations Standard 8:
 Patio Block Walls (MAY initial notification-must postpone 30-days (June) to comply with Civil Code §4360)

- d. Entertain a Motion to Re-Introduce a Resolution for the Vacant Manor Policy (APRIL initial notification-sent back to Committee-must postpone 30-days (June) to comply with Civil Code §4360).
- e. Entertain a Motion to Adopt a Resolution for Modifying the Current Membership Certificate and Wording for an Envelope to House it

14. Committee Reports

- 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 May 17, 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 May 24, 2018, 9:00 a.m. in the Willow Room.
- e Report of the Governing Documents Review Committee President Skillman. Next meeting May 30, 2018, 1:30 p.m. in the Willow Room.
- f. Report of the Landscape Committee Director Blackwell. Next meeting June 14, 2018, 9:00 a.m. in the Board Room.
- g. Report of the Maintenance & Construction Committee Director Tibbets. Next meeting June 27, 2018, 9:00 a.m. in the Board Room
- h. Report of the Resident Advisory Committee Director Tibbets. Next meeting May 10, 2018, 3:00 p.m. in the Sycamore Room

15. GRF Committee Highlights

- a. Report of the Finance Committee—Director Morrison. Next meeting June 20, 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 June 13, 2018, 9:30 a.m. in the Board Room.
- d. Report of the Media and Communication Committee—Director Blackwell.

Next meeting May 21, 2018, 1:30 p.m. in the Board Room.

- Thrive Project Task Force May 16, 2018, 9:30 a.m. in the Cypress 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 June 28, 2018, 1:30 p.m. in the Board Room.
 - Laguna Woods Village Traffic Hearings Director Achrekar Next meeting May 16, 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 May 29, 2018, 9:30 a.m. in the Cypress Room
- **16. Future Agenda Items -** All matters listed under Future Agenda Items are Resolutions on 30-day public review or items for a future Board Meetings. No action will be taken by the Board on these agenda items at this meeting. The Board will take action on these items at a future Board Meeting.
 - a. Resolution for a Resale Deposit Policy (APRIL initial notification-sent back to Committee)
 - b. Resolution for a Soffit and Ceiling Policy (APRIL initial notification-must postpone 30 days (June) to comply with Civil Code §4360)
 - c. Resolution for an Alterations Standard 1: General Requirements (APRIL initial notification-must postpone 30 days (June) to comply with Civil Code §4360)
 - d. Revisions to the United Mutual's Standard 6: Air Conditioning (APRIL initial notification-must postpone 30 days (June) to comply with Civil Code §4360)

17. Directors' Comments

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

EXECUTIVE SESSION NOTICE AND AGENDA

Approval of Agenda
Approval of the Following Meeting Minutes;
(a) April 10, 2018 – Regular Executive Session
Discuss and Consider Member Matters
Discuss Personnel Matters
Discuss and Consider Contractual Matters
Discuss and Consider Litigation Matters

19. Adjourn

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

Tuesday, April 10, 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, April 10, 2018, at 9:30 a.m. at 24351 El Toro Road, Laguna Woods, California.

Directors Present:

Juanita Skillman, Janey Dorrell, Don Tibbets, Gary Morrison,

Cash Achrekar, Manuel Armendariz, Reza Bastani, Pat

English, Steve Leonard and Andre Torng

Directors Absent:

Maggie Blackwell

Staff Present:

Brad Hudson, Siobhan Foster, Christine Spahr, Eileen Paulin,

Kurt Wiemann Cheryl Silva and Whitney Thornton

Others Present:

VMS: Dick Rader, Mary Stone

1. Call Meeting to Order/Establish Quorum

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

2. Pledge of Allegiance

Director Leonard 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

Director Leonard made a motion to approve the agenda as presented. Director Torng seconded the motion. Discussion ensued regarding agenda item 13a, but this agenda item was not removed. The motion passed by a vote of 7-2-0 (Directors English and Torng opposed)

5. Approval of Minutes

March 13, 2018 – Regular Open Session

Director Leonard made a motion to approve the minutes as presented. The motion was

United Laguna Woods Mutual Minutes of the Regular Board of Directors Open Meeting Page 2 of 23

seconded by Director Dorrell and it passed by unanimous consent.

6. Report of the Chair

President Skillman announced the Board will elect a replacement for Director Leonard at the end of open session. She invited everyone to attend the Aliso Creek Foundation presentation and the Senior Summit. Reservations are required for the Senior Summit.

7. Open Forum

Several Members made comments on LWV Foundation, PAC renovations, approval of the new grips in the restrooms, and the use of the retired name "Residents Voice."

8. Responses to Open Forum Speakers

Several Directors responded to Member comments and encouraged members to attend the Committee Meetings.

9. Update from VMS - Director Rader

Director Rader gave an update from the VMS Board meetings. Human Resource Department gave a department update in March and Resident Services gave a department update at the last meeting in April. The VMS Board will achieve all the LWV Vision 2020 Goals ahead of schedule.

10. CEO Report

Brad Hudson, CEO, reported on the following subjects:

- · Upcoming Recreation and Special Event;
- Digital Security Cameras;
- Manor Upgrades;
- · Upgrades to the Performing Arts Center;
- Maintenance repairs at Pool 4 are finished and the pool is open;
- Improved customer service in Resident Services;
- Mutuals will begin televising two committee meetings on Village Television;
- CEO Hudson will be in Sacramento next week to testify before the Senate on the bill effecting Laguna Woods Village;
- Improved bandwidth program, new whole home DVRs, and removing analog channels;
- Improved Website navigation tools;
- Increase services for Plan-a-Ride:
- Introduction of Siobhan Foster, Chief Operating Officer.

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

United Laguna Woods Mutual
Minutes of the Regular Board of Directors Open Meeting
Page 3 of 23

RESOLUTION 01-18-36 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

United Laguna Woods Mutual Minutes of the Regular Board of Directors Open Meeting Page 6 of 23

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

RESOLUTION 01-18-37 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.

United Laguna Woods Mutual Minutes of the Regular Board of Directors Open Meeting Page 9 of 23

- 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.
 - 11b. Landscape Committee Recommendations None
 - 11c. Finance Committee Recommendations None
 - 11d. Laguna Hills Memorial Day Half-Marathon, 10K and 5K

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

12. Unfinished Business

12a. 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)

Director Leonard read the following resolution:

RESOLUTION 01-18-38 CLOSETS AND INTERIOR PARTITION WALLS POLICY

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

NOW THEREFORE BE IT RESOLVED, April 10, 2018, The Board of Directors

United Laguna Woods Mutual Minutes of the Regular Board of Directors Open Meeting Page 10 of 23

adopts resolution 01-18-38 (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.

Director Dorrell made a motion to adopt the Resolution for Closets and Interior Partition Walls Policy. The motion was seconded by Director Bastani.

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 and Application for Co-Occupants (30 day notification to comply with Civil Code §4360 has been satisfied)

Director Leonard read the following resolution:

RESOLUTION 01-18-39 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 Cooccupants;

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 this 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.

United Laguna Woods Mutual Minutes of the Regular Board of Directors Open Meeting Page 12 of 23

Director Leonard made a motion to approve the Resolution establishing a policy and application for Co-Occupants. The motion was seconded by Director Dorrell.

Discussion ensued among the Directors.

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

13. New Business

13a. 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)

Director Leonard read the following resolution:

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 has 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

United Laguna Woods Mutual Minutes of the Regular Board of Directors Open Meeting Page 13 of 23

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.

Director Leonard made a motion to introduce a Resolution for a Resale Deposit Policy. The motion was seconded by Director Morrison

Discussion ensued among the Directors.

President Skillman called for the vote and the motion failed by a vote of 3-6-0 (Directors Achrekar, English, Armendariz, Torng, Tibbets, and Dorrell opposed).

Director Tibbets made an amended motion to have staff draft a new resolution for the next meeting in May. Director English seconded the amended motion and it passed by unanimous consent.

13b. 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)

Director Leonard read the following resolution:

RESOLUTION 01-18-XX 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

United Laguna Woods Mutual Minutes of the Regular Board of Directors Open Meeting Page 14 of 23

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.

Director Leonard made a motion to introduce for 30-day review a Resolution for a Soffit and Ceiling Policy. The motion was seconded by Director Dorrell.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed 8-0-1 (Director Torng abstained).

13c. Entertain a Motion to Introduce a Resolution for an Alteration Standard 1: General Requirements (APRIL initial notification-must postpone 30 days comply with Civil Code §4360 has been satisfied)

Director Leonard read the following resolution:

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 <u>DUMPSITES:</u> 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

United Laguna Woods Mutual Minutes of the Regular Board of Directors Open Meeting Page 16 of 23

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, culde-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.

Director Leonard made a motion to introduce for 30-day review a Resolution for alteration standard 1: General Requirements. The motion was seconded by Director Dorrell.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed by a vote of 8-0-1 (Director Torng abstained).

13d. 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)

Director Leonard read the following resolution:

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 recognize 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 chase way must be of the two-piece type. Chase ways must be made rodent proof by using wire mesh at the bottom of the chase ways.
- 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.

United Laguna Woods Mutual
Minutes of the Regular Board of Directors Open Meeting
Page 19 of 23

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.

Director Leonard made a motion to introduce a Resolution for alteration standard 6:Air Conditioning. The motion was seconded by Director Achrekar.

Discussion ensued among the Directors.

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

13e. Entertain a Motion to Approve a Resolution for a Vacant Manor Policy

Director Leonard read the following resolution:

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, April 10, 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 01-08-196 adopted November 14, 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.

Director Leonard made a motion to adopt a Resolution for a Vacant Manor Policy. The motion was seconded by Director Morrison.

Discussion ensued among the Directors.

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

Director Torng made an amended motion to postpone this item until the May, 2018 meeting for amendments to the staff report and resolution. The motion was seconded by Director Armendariz and passed by a vote of 5-4-0 (Directors Morrison, Dorrell, Leonard, and Tibbets opposed)

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 May 29, 2018, 2:00 p.m. in the Sycamore Room
- **14b.** Report of the Architectural Control and Standards Committee Director Dorrell gave a report from the last Architectural Control and Standards Committee meeting. Next meeting April 19, 2018, 9:30 a.m. in the Sycamore Room.
- 14c. Report of the Communications Committee President Skillman gave a report

- on behalf of Director Blackwell who was absent from the last Communications Committee meeting. Members who wish to write articles for the newsletter, should contact Director Blackwell.
- **14d.** Report of Executive Hearings Committee President Skillman gave a report from the last Executive Hearings Committee meeting. Next meeting April 26, 2018, 9:00 a.m. in the Willow Room.
- **14e.** Report of the Governing Documents Review Committee President Skillman reported the committee discussed stock certification updates and resale documents at the last Governing Documents Review Committee meeting. Next meeting April 23, 2018, 2:00 p.m. in the Sycamore Room.
- **14f.** Report of the Landscape Committee Director Blackwell was absent and President Skillman gave an update on Aliso Creek. The next meeting April 25, 2018, 9:00 a.m. in the Board Room.
- **14g.** Report of the Maintenance & Construction Committee Director Tibbets reported on the handyman service, shepherds crook and solar system report from the last Maintenance & Construction Committee meeting. Next meeting April 25, 2018, 9:00 a.m. in the Board Room
- **14h.** Report of the Resident Advisory Committee Director Tibbets gave a report from the last Resident Advisory Committee meeting. President Skillman encouraged residents to utilize this committee to resolve any issues they have in the community. Next meeting April 12, 2018, 3:00 p.m. in the Sycamore Room

15. GRF Committee Highlights

- **15a.** Report of the Finance Committee—Director Morrison gave highlights from the last GRF Finance Committee meeting. Next meeting April 18, 2018, 1:30 p.m. in the Board Room.
- **15b.** Report of the Community Activities Committee—Director Dorrell gave highlights from the last GRF Community Activities Committee meeting. Next meeting May 10, 2018, 2:00 p.m. in the Board Room.
- **15c.** Report of the Maintenance & Construction Committee—Director Tibbets gave highlights from the last GRF Maintenance & Construction Committee meeting. Next meeting April 11, 2018, 9:30 a.m. in the Board Room.
- **15d.** Report of the Media and Communication Committee—Director Blackwell was absent. President Skillman spoke on her behalf, reporting on the docent tours and gave highlights from the last GRF Media and Communication Committee meeting. Next meeting April 16, 2018, 1:30 p.m. in the Board Room.
- **15e.** Report of the Mobility and Vehicles Committee—Director Achrekar reported on Plan-a-Ride reservations and gave highlights from the last GRF Mobility and Vehicles

Committee meeting. Next meeting June 6, 2018, 1:30 p.m. in the Board Room.

- **15f.** Report of the Security and Community Access Committee—Director Tibbets gave highlights from the last GRF Security and Community Access Committee meeting. Next meeting April 26, 2018, 1:30 p.m. in the Board Room.
- Laguna Woods Village Traffic Hearings Director Achrekar gave a reported from the last Traffic Hearings. Next meeting April 18, 2017, 9:00 a.m. in the Board Room and 1:00 p.m. in the Pine Room
- **15g.** Disaster Preparedness Task Force—Director Morrison gave a report from the last Disaster Preparedness Task Force meeting and encouraged residents to volunteer as building captains and medical personnel. 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
 - (c) Carmello (Carl) Randazzo
 - (d) Benjamin Shavit
 - (e) Marily Stone Benjamin

The candidates gave a brief statement of their candidacy, the Board Members voted by secret ballot and there was a tie vote between Diane Casey and Carl Randazzo. A second vote was taken between Diane Casey and Carl Randazzo. President Skillman announced that Carl Randazzo was elected to the Board.

17. Future Agenda items

17a. 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)

18. Director's 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.

The meeting recessed at 1:11 p.m. into the Executive Session.

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

Approval of Agenda
Approval of the Following Meeting Minutes;
(a) February 13, 2018 – Regular Executive Session
Notice of Sale against Member's ID; 947-381-65
Discuss Personnel Matters
Discuss and Consider Contractual Matters

United Laguna Woods Mutual Minutes of the Regular Board of Directors Open Meeting Page 23 of 2∕3

Discuss and Consider Litigation Matters

19. Adjourn

The meeting was adjourned at 5:02 p.m.

Juanita Skillman, President of the Board
United Laguna Woods Mutual



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 Cooccupant.

II. Definitions

a. Application – the form prescribed by ULWM to apply for approval to Cooccupy 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.
- 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 Cooccupancy 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 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 Cooccupant.
 - 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.

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,

Co-Occupancy Policy Page 9 of 9

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:	
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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

Shareholder Information					
Last Name:		First Name:			
Telephone:	Cell Phone:		E-mai	l:	
Co-occupant Information					
	Information for	paga			
Last Name:		First Name		and the second s	The second secon
Telephone:	Cell Phone:	T	E-mai		
SS#		Date of Birt			
Marital Status:	rried 🗆 D	ivorced	☐ Wido\		Single
If under 45 years of age, indic	cate: 🗌 Spouse	☐ Regist	ered Dome	stic Partner	
Relationship to Shareholder:					
Previous Address:			er 2012 (1914 2012 1017 1017 1017 1017 1017 1017 1017	and a some SIVE more and AV	
	Information for				
Last Name:		First Name	<u>.</u>		
Telephone:	Cell Phone:		E-mai	1:	
SS#		Date of Birl	th:		
Marital Status: Ma	rried 🗆 🗅	ivorced	☐ Wido	wed \Box	Single
If under 45 years of age, indic	cate: 🗌 Spouse	☐ Regist	tered Dome	estic Partner	
Relationship to Shareholder:		Man Affilm against 1 control of the			
Previous Address:					
Shareholder/Co-occupan	t Acknowledgm	ents		4.5	
We hereby apply for approve member occupant, and affirm	n that the informati	on provided	herein is ac	ccurate to the	e best of our
knowledge. We have read	the terms and co	nditions for	such occup	oancy as ou	tlined 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.					
The house informing as of the	possible existerio	or abbooto	o m oortam	ballallige	
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	
TAGETTO				☐ Yes	□ No
A NAME AND REPORT OF THE CONTROL OF	THE STATE OF THE S			□ Yes	□ No
				☐ Yes	□ No
	entral control of the sense management programme and date as the first the management management and the sense of the sense management management and the sense of the sense o		The first of the second	☐ Yes	□ No

Office Use Only	
Floor Plan: Bedroom	s: # Persons if Approved:
ID Card Fees to be Collected: \$	☐ Exempt (Spouse/Domestic Status Verified)
If Applicant is under 55 yrs of age, has Q	ualifying Resident has been verified: Yes No
Does the approval exceed the no. of pers	ons permitted to occupy the unit:
Reviewed By:	
For Board of Directors Use Only	
Application DENIED	Application APPROVED
The Board of Directors of this Mutual Corporation has reviewed this application Based on the information provided, the application is denied .	The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is approved .
Signature	Signature
Signature	Signature
Signature	Signature



NOTICE

TO:

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

WOODS

FROM:

VILLAGE MANAGEMENT SERVICES, INC.

SUBJECT:

DISCLOSURE NOTICE: LAGUNA WOODS VILLAGE BUILDINGS

CONSTRUCTED WITH ASBESTOS-CONTAINING CONSTRUCTION

MATERIALS

Health & Safety 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 Because of the high cost to conduct a complete Maintenance program, testing is ongoing. 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 Agenda Item # 12b insulation, attic insulation, and heating duct material/insulation.

Page 15 of 20

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.

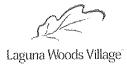
However, because breathing asbestos has been known in some instances to cause cancer and other forms of lung disease, sanding, scraping, drilling, sawing, crushing, tearing/breaking up, or otherwise disturbing asbestos-containing materials presents a potential health risk. Therefore, you are directed 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 o	nly):)ate:	
	r Occupied			
following. This include attorney or other pers Emergency contact in	il Code Section 4041 required les contact information of the on who can be contacted in formation may be given to hos	e legal representative, if any the event of an emergency spital personnel upon reque	y, including any pe or extended absen est.	rson with power of ce from the manor.
Doctor's Name:	E		Phone #	
	En	nergency Contact(s)		
Name:		Relations	hip:	
Address:	Street Address			
	Street Address	City	State	Zip Code
Phone Numbers:	Home Phone	1		
Email:	Home Phone	Work Phone	Cell I	Phone
Name:		Relations	hip:	
				1
Address:	Street Address	City	State	Zip Code
Phone Numbers:	1		1	
	Home Phone	Work Phone	Cell	Phone
Email:	- All Andrews		Discuss #	
	ee Name: (circle one or both)			
	Name:			
	ances (OPTIONAL): Plea	ase check the conditions		1
· '	e Device for the Deaf	!	☐ VISION IMPA	
I	RESPONSE DEVICE	l	☐ HEARING IMI	
☐ DEMENTIA or N	Memory problems T SYSTEM including oxyg		□ NON-AMBUL Agenda If	em # 12b
☐ LIFE-SUPPOR	TSYSTEM including oxyg	en or dialysis equipment t	nat requires elect	ricity of 20 Rev 10/18/17

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.

ATTACHMENT 2



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 <u>MEMBERS RESPONSIBILITY:</u> 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 <u>CODES AND REGULATIONS:</u> 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 <u>DUMPSITES:</u> 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 <u>CONTRACTOR'S CONDUCT:</u> Member's contractor(s), their personnel, and subcontractors 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 <u>from condensate lines</u>.
- 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.

- 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 ivision.
- 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.

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.

• 124-B (Majorca, 8B) - Retain Wooden Patio Cover

RESOLUTION 01-18-XXX Variance Request

WHEREAS, Mr. John Cappasola of 124-B Via Estrada, a Majorca style unit, requests Board approval of a variance to retain a wooden patio cover that was installed without prior Board approval; and

NOW THEREFORE BE IT RESOLVED, on May 8, 2018, the Board of Directors hereby denies the request; and

RESOLVED FURTHER, to require the restoration of the Unit to its original condition, pursuant to Article 12 of the Occupancy Agreement, within 90 days of this decision;

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

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RESOLUTION 01-18-XX Tree Removal Approval (3) and Denial (1)

WHEREAS, February 12, 2013, that the Board of Directors adopted Resolution 01-13-17 tree removal guidelines:

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

WHEREAS, on April 25, 2018, the Landscape Committee recommended to deny the request to remove one ash tree located at 2152-A, to approve the request to remove one ash tree at 2152-B, to approve the request to remove one star pine tree at 2152-A, and to approve the request to remove one weeping fig tree at 2152-A; and

NOW THEREFORE BE IT RESOLVED, May 8, 2018, the Board of Directors denied a request for the removal of one ash tree because it does not comply with the tree removal guidelines and approved the request for the removal of one ash tree, one star pine tree, and one weeping fig tree;

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

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RESOLUTION 01-18-XX Tree Removal Approval

WHEREAS, February 12, 2013, that the Board of Directors adopted Resolution 01-13-17 tree removal guidelines:

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

WHEREAS, on April 25, 2018, the Landscape Committee recommended to approve the request to remove the tree located at 25-T; and

NOW THEREFORE BE IT RESOLVED, May 8, 2018, the Board of Directors approved a request for the removal of one maidenhair tree;

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

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RESOLUTION 01-18-XX Tree Removal Approval

WHEREAS, February 12, 2013, that the Board of Directors adopted Resolution 01-13-17 tree removal guidelines:

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

WHEREAS, on April 25, 2018, the Landscape Committee recommended to approve the request to remove the tree located at 594-A; and

NOW THEREFORE BE IT RESOLVED, May 8, 2018, the Board of Directors approved a request for the removal of one American sweetgum tree:

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

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United Laguna Wood Mutual Landscape Committee April 25, 2018

ENDORSEMENT (to United Board)

Approval of Landscape Maintenance Manual

The Landscape Maintenance Manual is an informative guide providing information to residents on how landscape and related programs are managed in the Village. It is a resource to assist residents in understanding how the landscape is managed and what each of the Mutuals permits residents to do around their residences. It was last updated in 2011. Staff presented an updated version to the Landscape Committee for consideration.

At the United Landscape Committee meeting of April 25, 2018, the Committee unanimously approved the updated Landscape Maintenance Manual as presented and recommended that the Board approve a resolution

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Laguna Woods Village®



Landscape Maintenance Manual

TABLE OF CONTENTS

VILLAGE LANDSCAPE OVERVIEW	1
THE ROLE OF THE LANDSCAPE DIVISION	2
THE ROLE OF THE RESIDENT	3
THE YELLOW STAKE PROGRAM	4
USE OF PRIVATE GARDENERS, LANDSCAPERS OR PEST CONTROL OE	
THE TREE PROGRAM	6
CHARGEABLE SERVICE PROGRAM	7
WATER MANAGEMENT	8
SAFETY	9
REQUEST FORMS AND APPEAL PROCESS	10
MUTUAL LANDSCAPE REQUEST FORM	
EXHIBIT A – UNITED MUTUAL RESOLUTIONS	
TREE REMOVAL GUIDELINES	
Memorials & Tree Signage Privately-Owned Objects	
STANDARD FOR STEPPING STONES	
DRY ROT	
STEPPING STONES	
Fruit Trees	17
VEGETABLE PLANTINGS	
CARE & MAINTENANCE OF PATIOS, BALCONIES, BREEZEWAYS & WALKWAYS	18
EXHIBIT B - THIRD MUTUAL RESOLUTIONS	20
Tree Topping	20
TREE REMOVAL GUIDELINES	
Fruit Trees	
CARE & MAINTENANCE OF PATIOS, BALCONIES, BREEZEWAYS & WALKWAYS	22
STEPPING STONES	23
Dry Rot	
VEGETABLE PLANTINGS	23
EXHIBIT C – GOLDEN RAIN FOUNDATION RESOLUTIONS	25
Tree Signage	26

VILLAGE LANDSCAPE OVERVIEW

Laguna Woods Village is a 3.8 square mile active senior residential community with over 640 acres of maintained landscape. The urban forest within the Village includes nearly 33,000 trees. All landscaped areas are maintained by Village Management Services, Inc. (Managing Agent). Irrigation water for the landscape is provided by El Toro Water District, which delivers both potable and recycled water to the Village irrigation systems.

Maintenance of turf areas is performed on a seasonally adjusted cycle from weekly to every three weeks depending on the time of year. Trees are inspected and trimmed on a 34-month cycle. Computer controlled irrigation systems utilize an on-site weather station to adjust watering to meet plant needs based on current weather conditions. Slopes and shrubs are typically pruned annually, with more frequent light trimming performed on a 9-10 week cycle. Clubhouses and other community facilities receive more frequent landscape and grounds maintenance.

Water conservation has become a way of life in the Village, with many turf reduction projects completed each year and high water-using plantings converted to water efficient and/or 'California Friendly' plant choices. Planters and open areas are topped with mulch to improve the soil, reduce moisture loss and to return nutrients back to the environment. All of the greenwaste generated from the maintenance of Village landscaped areas and trees is composted on site and returned as mulch, resulting in nearly 100% recycling.

This Landscape Manual is an informative guide to how landscape and related programs are managed in the Village. It is a resource to assist residents in understanding how the landscape is managed and what each of the Mutuals permits residents to do around their residences.

THE ROLE OF THE LANDSCAPE DIVISION

<u>Landscape Division Common Area Maintenance Responsibilities include:</u>

- 1. Provide periodic mowing and edging of turf, based on seasonal needs.
- 2. Provide periodic pruning of shrubs and trees in planters and on slopes in common areas.
- 3. Fertilize turf and shrub areas.
- Manage pests through Integrated Pest Management techniques and the application of the least toxic materials available to control insects, weeds, diseases and rodents.
- 5. Address trees, shrubs or other plant materials that are not growing well. Remove and replace trees and shrubs as needed.
- 6. Schedule and maintain irrigation systems to provide sufficient moisture for plant health; reduce water waste; and meet state and/or local water conservation mandates
- 7. Collect and process green waste into mulch or compost for use in common area landscape.
- 8. Removal of debris from walkways is provided with the cyclic mowing and landscape maintenance programs.
- 9. Schedules for various landscape maintenance activities are available for each Mutual on the Village web site: www.lagunawoodsvillage.org

The Landscape Division does not perform the following services:

- 1. Substitute, rearrange or change the basic landscaping at a resident's request.
- 2. Change the irrigation system by adding or altering equipment at a resident's request.
- 3. Set irrigation system schedules to comply with requests from individual residents.
- 4. Maintain or help maintain any plantings in a private patio or other exclusive use common area; unless performed as a Chargeable Service see page 8.
- 5. Permit any member of a Landscape Maintenance crew to provide personal gardening services to residents; unless performed as a Chargeable Service see page 8.

THE ROLE OF THE RESIDENT

The landscape throughout the Village is common area. All grounds outside the walls of a building, a contiguous patio, or in the atriums of the Garden Villa buildings, are <u>common landscape property</u> and fall under the rules and regulations stated herein, unless they are an approved alteration.

To assist residents in understanding their role in keeping the Village landscape looking its best, it is recommended that residents:

- DO submit a Landscape Request Form with a planting plan for any proposed planting or any alteration of any common area to the Landscape Division for review and written approval prior to any changes being made.
- DO obtain signatures on the Landscape Request Form indicating approval from all the neighbors directly affected by your request for all changes to the existing landscape. Common areas belong to everyone.
- DO notify the Landscape Division if you do not wish to have specific plants, shrubs or small patio trees adjacent to your manor cultivated, pruned, or maintained by the Landscape Division. This is accomplished through the "yellow stake program" which is available for residents who wish to provide non-standard plants and maintenance immediately adjacent to their manor. The program is initiated through Resident Services as a request to meet with a Landscape Supervisor to evaluate the applicability of the yellow stake program. The Mutual's Landscape Committee must approve all yellow stake requests prior to implementation. (See Section titled "Yellow Stake Program," Page 4)
- DO NOT plant/alter or have your gardener plant/alter any common area. This
 includes slopes, clear areas around trees, or in the lawn of the common area. These
 areas are not available for the yellow stake program or private maintenance.
 Fencing, aggregate (rocks), art or other items shall not be placed in common areas
 without written approval.
- DO NOT remove plantings without approval from the Landscape Division.
- DO NOT place materials such as stepping stones, edging materials, potted plants, statuary, or any other item (including hoses, hose reels, patio furniture, etc.) in common areas. These items interfere with landscape maintenance operations and may create a safety hazard. The Landscape Division will remove them as a chargeable service to the Member responsible for their unauthorized placement.

If you would like to request services outside the routine maintenance provided, the Landscape Division is here to assist you. If you are unsure whether your request falls into this category, please contact **Resident Services** during working hours at **949-597-4600** or e-mail **residentservices@vmsinc.org** to initiate the process.

THE YELLOW STAKE PROGRAM

The Yellow Stake Program provides an option for residents to maintain the planting areas immediately adjacent to their manor, either personally or through an outside maintenance service. With approval of the Mutual Landscape Committee, these plantings may consist of varied plant types ranging from original foundation shrubs to highly manicured annual color. Plantings may not have a higher irrigation requirement than common area landscape, as all areas are irrigated on the same schedule to insure proper water management. Art, benches, rocks, aggregate or other items may be utilized within an approved yellow stake area if they are in conformance with all Mutual Resolutions and are part of the original plan and approval.

To take advantage of the Yellow Stake Program a resident must contact Resident Services to begin the process of obtaining approval from the Landscape Division and the subsequent approval by the appropriate Landscape Committee prior to planting or installation of any improvements. In planting these areas, each resident assumes full responsibility for the care and maintenance of their plantings.

The approved yellow stake plantings are maintained by the unit owner/occupant. However, the Mutual may intercede if the appearance or level of care of the yellow stake plantings are considered below standard, or if any dispute between residents arises. The landscape continues to be considered common property and yellow stake approval may be revoked by the Committee.

Full responsibility includes, but is not limited to, fertilizing, pruning, and the removal of plant waste/debris. The removal of debris from personal plantings must not be placed in the community's trash receptacles, but may be removed by contacting Resident Services and requesting a Leaf Litter Pickup for items placed in a pile in the common area. No pesticides may be applied to yellow stake areas by residents.

All newly approved personal plantings require a yellow stake to properly delineate the area. Existing plantings previously approved through the yellow stake program may be required to install a yellow stake.

If a resident does not properly maintain the yellow stake plantings, then the Landscape Division may, after notice to the resident, remove these plantings and replace them with standard plantings at the resident's expense.

This responsibility does not end upon transfer of a unit. The seller must disclose the yellow stake plantings as an alteration and formally obtain acceptance from the buyer prior to close of escrow. If the buyer does not accept responsibility, the seller must restore the area to standard planting prior to close of escrow. If the buyer accepts the yellow stake area, they will be bound by all the rules governing the previous owner with regard to the Yellow Stake Program.

If you would like to participate in the yellow stake program or have any questions regarding the care of or changes to the landscape please contact the Landscape Division by calling 949-597-4600 or e-mailing **residentservices@vmsinc.org**.

USE OF PRIVATE GARDENERS, LANDSCAPERS OR PEST CONTROL OERATORS

Members/shareholders may elect to have their exclusive use common area or approved yellow stake area maintained by an outside service provider (gardener, landscaper, etc.) If a Member/Shareholder hires an outside provider for any authorized work, you must confirm that the person or company is insured for Workers' Compensation, liability, and auto insurance prior to the initiation of work. They must also have a City of Laguna Woods business license. It is recommended that that residents considering the use of private gardeneres check references to insure they are reliable and experienced.

Only authorized employees or contractors of the Managing Agent (VMS, Inc.) may access, alter or operate Mutual owned irrigation systems or any water source that is not metered directly by the affected unit. No gardeners, landscapers or other vendors hired by the resident may access water sources or make any changes to Mutual owned sprinklers. Unauthorized use of water or alterations made to irrigation systems is prohibited and may result in citation, fines and reimbursement of any costs associated with the repair or restoration of Mutual irrigation equipment.

Similarly, no privately hired vendor may apply any fertilizers, pesticides (insectides, snail bait, rodent bait, ant control materials, fungicides, etc.) or treat any area on the exterior portion of a unit, or the landscape around it without written permission from the Managing Agent. All proposed pest control operators and/or gardeners must provide copies of all licenses and insurance required by law when requesting approval, prior to any application of materials.

THE TREE PROGRAM

Laguna Woods Village has a wide variety of large mature trees. These are a tremendous asset to the community and improve the quality of life for all its residents. All tree maintenance is performed by the Landscape Division under the direction of a Certified Arborist.

OUTSIDE CONTRACTORS AND PRIVATE GARDENERS THAT PERFORM WORK FOR MEMBERS/SHAREHOLDERS WITHIN THE COMMUNITY MAY NOT PLANT OR PRUNE ANY TREE IN COMMON AREA WITHOUT THE PRIOR APPROVAL OF THE MUTUAL LANDSCAPE COMMITTEE.

The inspection and trimming of Viilage trees is performed on a regular schedule, typically on a 34-month cycle, per International Society of Arboriculture standards. Trees are pruned, whether they are original plantings or approved resident plantings (non-yellow staked). Yellow stake program trees are not pruned or maintained.

Trees are removed by the Landscape Division only if they are dead, diseased, dying, pose a foreseeable risk of damage to property or injury to persons, or are actively causing damage to buildings, structures or underground utilities, excluding irrigation. Trees will not be removed due to dropping excessive litter (leaves, needles, flowers, fruit, cones, etc.). Trees will not be topped or removed to establish, increase or preserve views. See Tree Topping Resolution: Exhibit B - Page 20

Members may request the removal of a tree by contacting Resident Services to obtain a Landscape Request Form or through the Laguna Woods Village website. (See sample form titled "Mutual Landscape Maintenance Request," Page 11) The form must be completed in its entirety, including the signatures of surrounding manor owners affected by the potential removal of the tree. If the removal request does not meet the criteria outlined above, it will be to the Mutual Landscape Committee for determination. If a tree removal is approved, it it typically removed when the tree crew is performing normal scheduled maintenance, which may take up to 34 months. Emergency situations are handled on a case-by-case basis.

The Landscape Committees are made up of appointed Directors from the governing Board of the affected Mutual. They will review the resident's request and work to find a solution. (See Forms and Appeal Process for more information: Page 10)

Frequently asked questions about the Tree Program:

- What is the trimming cycle? Trees are inspected and pruned every 34 months.
- What is the procedure for tree removals? *Members/shareholders may request tree removal by submitting a Landscape Request Form.*

- Who pays to remove the tree? The Landscape Committee may approve the removal of a tree at the expense of the Mutual or at the expense of the requesting party.
- Will the tree be replaced? Following removal, a tree may be replaced if there is sufficient space and need. The landscape affected by the removal will be repaired and a replacement tree (if appropriate) will be replanted within 90 days of the removal of the tree. The cost would be borne by Mutual or the Member/Shareholder as determined by the Landscape Committee.
- Do I need to wait 34 months to have the tree by my unit trimmed? 'Off schedule' trimming may be provided if there is an emergency or urgent need; otherwise trees are not trimmed until they are scheduled.
- Can I have the tree by my unit trimmed as a 'chargeable service'? Typically, tree trimming is not provided as a chargeable service. Unique situations will be considered by the Arborist and the Landscape Committee on a case-by-case basis.

CHARGEABLE SERVICE PROGRAM

The Chargeable Service Program provides additional specialized services to residents of the community upon request that are non-standard in nature and supplement the routine maintenance provided by the Landscape Division. (See "The Role of the Landscape Division," Page 1.)

To request services in addition to those already listed, residents should call Resident Services at 949-597-4600 for an Landscape Supervisor to review the requested work and develp a cost quotation for resident approval. Examples of such services include: periodic maintenance or pruning of non-standard plantings; non-standard garden installation and maintenance thereof; small gardening tasks; repotting plants; pruning of fruit trees; etc.

RESIDENTS SHOULD <u>NOT</u> ASK ANY MEMBER OF A LANDSCAPE MAINTENANCE CREW FOR INDIVIDUAL SERVICE. All requests shall me made through Resident Services. Staff's time is to be used for the benefit of all residents. Employees are not allowed to accept tips or to perform work during or after hours for individual residents.

WATER MANAGEMENT

Water is a limited resource and should be used wisely and sparingly. In the Village, landscaped areas are irrigated with potable water (drinking water quality) or recycled water (not suitable for consumption). Irrigation water should not be consumed or fed to pets. Watering plants by hose or with a watering can is permitted. State law prohibits the use of water to wash patios, sidewaks or other hard surfaces. Please make sure that you have a nozzle on your hose that automatically shuts off to conserve water.

Residents shall comply with all legal directives from the State of California, El Toro Water District, Laguna Woods Village or other agencies with authority to impose water conservation mandates or restrictions imposed during periods of drought. Any water use restrictions will be posted on the Village website at www.lagunawoodsvillage.org.

Residents should not tamper with sprinklers, irrigation controllers (timers) or access mutual water sources. To report dry landscape, water leaks, damaged sprinklers or other problems with irrigation systems, please contact Resident Services at 949-597-4600.

For emergency service after 4:30 p.m. weekdays or on weekends, please call Security at 949-580-1400.

Patios are exclusive use common areas, but occasionally they may be the only source of water for Landscape Division staff to use when installing new plants. Crews are instructed to be considerate of residents' privacy and property. However, when necessary, staff must be allowed access to all exterior water sources, which may include those in exclusive use common areas.

SAFETY

Safety is our number one priority in the Village. Assistance from residents is vital to keeping the areas around manors free of hazards. You can participate in keeping your neighborhood safe by reporting problems such as:

- Raised or broken concrete walkways or driveways
- Holes in turf areas
- Low hanging or broken tree branches
- Foliage or branches close to fireplace chimneys or brushing against windows, eaves, or roofs;
- Inappropriately placed objects **on sidewalks, balconies, or patio walls,** such as, statuary, pots, hanging plants, or vines.
- Excessively wet areas or persistent ponding water.

If you become aware of any potential safety hazard, please notify the Landscape Division at 949-597-4600:

For emergency service after 4:30 p.m. or on weekends, please call Security at 949-580-1400.

REQUEST FORMS AND APPEAL PROCESS

If you would like to request a change to the plants around your manor, please request contact from your Landscape Supervisor by contacting Resident Services at: **949-597-4600 or emailing** <u>residentservices@vmsinc.org</u>

Your Area Supervisor will either authorize the changes, or advise you that your request will require approval from your Mutual's Landscape Committee and supply the necessary forms.

The Committee will visit your unit prior to acting on your request. Followig their decision, it will be presented to the Board of Directors of your mutual for action. You will be notified in advance of such meetings, so that you may appear in person at that time, should you wish to speak on your behalf or appeal any decision. Sometimes, a second visit is scheduled, and a final decision by the Board is deferred until then.



MUTUAL LANDSCAPE REQUEST FORM

PLEASE NOTE: THIS FORM IS NOT INTENDED FOR ROUTINE MAINTENANCE REQUESTS

For all non-routine requests, please fill out this form. Per the policy of your Mutual, if your request falls outside the scope of the Managing Agent's authority, it will be forwarded to the Mutual's Landscape Committee for review. If you are unsure whether your request falls into this category, please contact **Resident Services at 949-597-4600** for assistance in making that determination.

PLEASE RETURN COMPLETED REQUEST FORM TO RESIDENT SERVICES.

Resident/Member/Shareholder Information	
You must be an owner to request non-routine Landscape requests.	
Manor Number	Today's Date
Resident/Member Name	Telephone Number
Non-Routing	
Please checkmark the item that be described "Other" and explain.	est. If none apply, please checkmark
☐ Tree Removal ☐ New Lanuscape ☐ Other (explain):	☐ Off-Schedule Trimming
Reason for	Request
Please checkmark the item(s) that best explaid ☐ Structural Damage ☐ Sewer Damage ☐ Overgro	
☐ Other (explain):	

GUIDELINES:

- <u>Structural/Sewer Damage</u>: Damage to buildings, sidewalks, sewer pipes, or other facilities may justify removal if corrective measures are not practical.
- Overgrown/Crowded: Trees or plants that have outgrown the available space may justify removal.
- <u>Damaged/Declining Health</u>: Trees or plants that are declining in health will be evaluated for corrective action before removal/replacement is considered.
- <u>Litter and Debris</u>: Because all trees shed litter seasonally, generally this is not an adequate reason to justify removal. However, if granted, removal/replacement may be at the resident's expense.
- <u>Personal Preference</u>: Because one does not like the appearance or other characteristics of the tree or plant generally does not justify its removal. However, if granted, removal/replacement is usually at the resident's expense.

Description & I	Location of F	Reques	t	
Please <u>briefly</u> describe the situation and the exact tree in front of manor #1234 are lifting the sidewa	ct location of the s	subject of	the request (e.g., '	roots of pine
Cianaturas of All Naighb	oro Affortos	I Dy Th	io Doguest	
Signatures of All Neighb Because your request may affect one or			•	e that you
obtain their signatures, manor numbers, a this request.	•	_	•	•
Signature	Manor #	For	Undecided	Against
(Please attach a separate sheet if more signature	oc are necessary	, \		
Acknowled By signing, you are acknowledging this re	lgement - Ov	vner		
By Signing, you are authomicuging this is	equesi.			
Owner's Signature	Owner	's Name		
Owner's Signature	Owner	5 Name		
OFFIC	E USE ONL	.Υ		
MOVE-IN DATE:DATE: 530		INI	ITIALS:	
530 540	570 L	AST TRIM	MED:	
RELANDSCAPED:	1	NEXT TRIM	1:	
			CIES:	
COMMENTS:				
TREE VALUE: TREE REM	MOVAL COST:			





Board Resolutions

RESOLUTION – Tree Removal Guidelines

Resolution #01-13-17 – Adopted February 12, 2013 – United Laguna Hills Mutual

This corporation established the following tree removal guidelines:

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

RESOLUTION – Memorials & Tree Signage

Resolution #01-08-20 - Adopted February 12, 2008 - United Laguna Hills Mutual

The placement of memorials of any sort on trees, benches or anywhere on United Mutual property except in areas especially designated by the Board of Directors is prohibited.

Tree signage in such designated areas shall be limited to 3" x 5" size with white lettering on a black background using only the botanical and common names of the tree and the country of origin.

The managing agent is authorized to carry out the purpose of this resolution.

RESOLUTION – Privately-Owned Objects

Resolution #01-05-63 – Adopted June 14, 2005 – United Laguna Hills Mutual

Out of concern over the placement of privately-owned objects upon the buildings and in the common areas and about the possible safety hazards to persons, the structural damage to property and maintenance problems caused by such placement, the placement of these objects (including foundation planters) shall be permitted under the following guidelines:

- It is necessary to contact the Landscape Supervisor through Resident Services before initiating planned changes.
- Residents may not enlarge foundation planters. Plants and shrubs, which
 members are allowed to plant adjacent to their units (foundation planters)
 should be well maintained. (See guidelines for the "Yellow Stake" program.)

- Decorative items (hardscape, i.e. garden décor, statuary, potted plants or hanging objects) may be placed in the garden area, as long as they do not interfere with the landscape operations or cause a hazard, either to persons or property. These items should be kept in good repair. Potted plants should be well-maintained and any empty pots removed.
- Upon the sale of the manor, the Mutual member or the estate will be financially responsible for the removal of personal plantings and the re-landscaping of this area, unless the buyer assumes responsibility for the "non-standard" landscaping

If personal plantings and/or decorative items are not maintained in a satisfactory manner, the managing agent is authorized to take action as deemed necessary to carry out the purpose of this resolution.

RESOLUTION – Standard for Stepping Stones

Resolution #01-03-79 – Adopted May 13, 2003 – United Laguna Hills Mutual

In addition to establishing a policy to prohibit the placement of stepping stones as outlined in Resolution #U-85-25, the corporation recognizes the need to establish a policy to streamline the proper installation and maintenance of stepping stones within common areas. The standard is as follows:

1.0 PREPARATIONS

- **1.1** No stepping stones will be allowed that will hinder yard drainage.
- **1.2** In no case will stepping stones cover over sprinklers, sprinkler lines, or other related items.
- **1.3** Stepping stones will be allowed in planter areas adjacent to the manor only. No stepping stones will be permitted to be placed in grass.
- **1.4** Stepping stone paths will only be permitted to provide access from a point of ingress/egress to a hose bib, an existing patio gate or opening, and/or personal plants.

2.0 APPLICATIONS

- **2.1** Stepping stones may be constructed of concrete only.
- **2.2** All stepping stones must have a non-slip/non-skid surface.
- **2.3** All stepping stones must have a minimum diameter or width of 12 inches.
- **2.4** Stepping stones will be spaced no more than four inches apart.

- **2.5** The path created with the stepping stones will be no greater than three feet wide.
- **2.6** No decorative material may be used to fill in the spacing between stepping stones (i.e. gravel, mulch, etc.)

3.0 INSTALLATION REQUIREMENTS

- **3.1** Prior to installation, the Landscape Division must be contacted to clear away plants, adjust irrigation, and make any other landscaping changes necessary to accommodate the area. This work will only be performed by the Landscape Department, and will be performed as a service chargeable to the requesting Mutual member.
- 3.2 Outline each stepping stone and dig out the marked area so that it is one and a half inches deeper than the thickness of the stepping stone. Make sure that dug out space is level. Line bottom of hole for stepping stone with a base of one and a half inches of damp sand. Tamp the sand base to compact sand. Level the sand layer. Set stepping stone in the space and make level with surrounding soil grade.
- 3.3 Installed stepping stones must be stable and level to the surrounding soil grade. Any loose or non-level stones will not be permitted and may result in the removal of the stones. Such removal will be performed as a service chargeable to the Mutual member.
- 3.4 Ongoing maintenance to ensure the stability and level grade of the stepping stones is the sole responsibility of the Mutual member. Improperly maintained stepping stones will be identified as a safety hazard and may result in the removal of the stones. Such removal will be performed as a service chargeable to the Mutual member.

The officers and agents of this Corporation are authorized on behalf of the Corporation to carry out the purpose of this resolution.

RESOLUTION – Dry Rot

Resolution #U-90-74 - Adopted September 1, 1990 – United Laguna Hills Mutual

Out of concern that potted plants and other moisture retaining objects placed directly on decks, breezeways or balcony surfaces of buildings managed by this corporation contribute directly to dry rot and other damage, the board of directors hereby prohibits their placement on these surfaces unless these objects are placed on a water resistant surface designed to prevent moisture from reaching the decking, breezeway or balcony surface on which it is placed.

Additionally, the placement of indoor/outdoor carpeting is also prohibited on any surface which is supported by wood (such as; patios, atriums, decks, entryways, elevated and regular breezeways.

Any member found in violation of the above requirements shall be subject to disciplinary action in accordance to the Bylaws of this corporation and as deemed appropriate by the board of directors.

RESOLUTION – Stepping Stones

Resolution #U-85-25 – Adopted February 1, 1985 – United Laguna Hills Mutual

In order to create and maintain a safe, hazard-free and well groomed community it is important that all walkways and other avenues of pedestrian traffic be properly established, constructed and maintained only by the managing agent of this corporation.

It is important that no unauthorized or hazardous walkways or other avenues of pedestrian traffic be established, either through the placement of stepping stones or otherwise, that may interfere with the landscape maintenance operations for the community or may pose a threat to the health, safety or well-being of the residents, guests or employees of the community. The existence of stepping stones under these conditions is prohibited.

The managing agent is authorized to remove any stepping stones existing in the common area which meet this criteria.

RESOLUTION – Fruit Trees

Resolution #U-84-129 - Adopted November 15, 1984 - United Laguna Hills Mutual

The planting of fruit trees in common areas owned by this corporation shall be permitted under the following conditions:

- Fruit trees must be of the dwarf variety;
- Must be directly adjacent to the installing resident's dwelling unit;
- Must be marked by the installing resident, or his or her successor, with a yellow stake and fully maintained in a manner acceptable to the corporation;

The managing agent is authorized to remove any fruit tree located in the common area if these conditions are not met.

RESOLUTION – Vegetable Plantings

Resolution #U-84-130 - Adopted November 15,1984 - United Laguna Hills Mutual

The growing of tomatoes and other vegetables in the common areas owned by the corporation is prohibited due to certain chemical sprays used by the Landscape Division of the managing agent could cause harm to human health if wind drift should cause such sprays to reach items intended for human consumption. The managing agent, therefore, is authorized and directed to remove any tomato or other vegetables found planted in a common area of this corporation.

<u>RESOLUTION – Care & Maintenance of Patios, Balconies, Breezeways & Walkways</u>

Resolution 01-03-134 – Adopted September 9, 2003 – United Laguna Hills Mutual

The walkway, breezeway, patio and balcony areas are "common areas" or "limited common areas" with by-laws and Occupancy Agreement provisions for their management and care under the direction of the United Mutual Board.

Common areas are for the use and enjoyment of all residents and while limited common areas permit exclusive use of the area, it is essential that all residents be aware of the need for the safety, attractiveness and the prevention of damage to the building by items placed by the residents in or on the common or limited common areas of the Mutual's multistory buildings and where applicable to other residential buildings.

The following rules for residents address the safety, attractiveness and prevention of damage issues. Residents should take whatever corrective action is necessary to manage those items they have placed outside their manor. Residents who disregard these guidelines will be given a citation to correct the problem, possibly followed with disciplinary action.

- All plants must be suitably potted with adequately sized saucers to collect excess water and
 elevated by substantial caster or sturdy platforms with casters. Care must be used to control
 the amount of water given to these plants so as not to run over the saucer and collect on the
 floor surface or fall to a lower level of the building on people, windows, or other objects
 belonging to neighbors.
- 2. Items, including plants, statues, furniture, etc., may be placed outside a manor's front door on the floor and shall be limited. Adequate clearance is required to allow for easy walkway access along the area (at least in number and size to allow for a 48-inch clearance as required by law).
- All plants shall be attractive and shall be maintained by the resident in a healthy, well cared for condition, properly watered and pruned. Non-plant items shall be maintained clean and in good repair.
- 4. Potted plants are not to be placed on railings in common or limited common areas. Hanging plants or hanging objects are prohibited in breezeways and walkways.
- 5. Items that constitute a nuisance to one's neighbors should not be placed in common areas or limited common areas. Examples are intrusive wind chimes, food or water, which will attract birds, insects, or other animals. Residents are encouraged to resolve amicably differences or disputes involving such items.
- 6. A resident's balcony and patio area adjoining a manor, is limited common area. This area needs the same care and protection as our walkways and breezeways to prevent dry rot, decay and mold of surfaces. Therefore only a limited number of potted plants on the balconies of multistory buildings is allowed, without the prior approval of the United Mutual Board. No more than 15% of the total floor area of a balcony may be used for potted plants.

7. Landscape crews will not care for a resident's personal items placed in common areas unless arranged through Property Services as a chargeable service.

Any building, by majority decision, may establish additional rules for its own use, providing the rules are not in conflict with the above guidelines. The United Mutual Board of Directors shall resolve any disputes or misunderstandings relating to common areas and limited common areas.

We ask each resident to read these guidelines and take whatever corrective action is necessary for the care and protection of property where plants and items have been placed outside manors.

The United Mutual Board shall have full authority to recommend remedial action or a hearing for disciplinary action.





RESOLUTION – Tree Topping

Resolution #<mark>03-18-xxx</mark> – Adopted April 16, 2018 – Third Laguna Hills Mutual

This corporation established the following "No Tree Topping" Policy for trees in Third Mutual, with the following exceptions:

- 1. Staff would be authorized to 'top' a tree to treat or eliminate an insect or disease infestation.
- 2. Staff would be authorized to 'top' a tree that has already been topped and is deemed to not be a candidate for restoration trimming.
- Staff would be authorized to evaluate stands of trees in selected areas and recommend to the Landscape Committee for consideration, the selective removal of certain trees within the grouping while still preserving the overall look and intent of the grouped plantings.

RESOLUTION – Tree Removal Guidelines

Resolution #03-11-149 – Adopted September 20, 2011 – Third Laguna Hills Mutual

This corporation established the following tree removal guidelines:

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

RESOLUTION – Fruit Trees

Resolution #03-11-30 – Revised March 15, 2011 – Third Laguna Hills Mutual

The planting of fruit trees in common areas owned by this corporation shall be permitted under the following conditions:

- Fruit trees must be of the dwarf variety;
- Must be directly adjacent to the installing resident's dwelling unit;

 Must be marked by the installing resident, or his or her successor, with a yellow stake and fully maintained in a manner acceptable to the corporation;

The managing agent is authorized to remove any fruit tree located in the common area if these conditions are not met.

<u>RESOLUTION – Care & Maintenance of Patios, Balconies, Breezeways & Walkways</u>

Resolution #03-10-138 – Revised September 21, 2010 – Third Laguna Hills Mutual

The walkway, breezeway, patio and balcony areas are "common areas" or "limited common areas" with by-laws and CC&R provisions for their management and care under the direction of the Third Mutual Board.

Common areas are for the use and enjoyment of all residents and while limited common areas permit exclusive use of the area, it is essential that all residents be aware of the need for the safety, attractiveness and the prevention of damage to the building by items placed by the residents in or on the common or limited common areas of the Mutual's multistory buildings and where applicable to other residential buildings.

The following rules for residents address the safety, attractiveness and prevention of damage issues. Residents should take whatever corrective action is necessary to manage those items they have placed outside their manor. Residents who disregard these guidelines will be given a citation to correct the problem, possibly followed with disciplinary action.

- All plants must be suitably potted with adequately sized saucers to collect excess water and
 elevated by substantial caster or sturdy platforms with casters. Care must be used to control
 the amount of water given to these plants so as not to run over the saucer and collect on the
 floor surface or fall to a lower level of the building on people, windows, or other objects
 belonging to neighbors.
- 2. Items, including plants, statues, furniture, etc., may be placed outside a manor's front door on the floor and shall be limited. Adequate clearance is required to allow for easy walkway access along the area (at least in number and size to allow for a 48-inch clearance as required by law).
- All plants shall be attractive and shall be maintained by the resident in a healthy, well cared for condition, properly watered and pruned. Non-plant items shall be maintained clean and in good repair.
- 4. Potted plants are not to be placed on railings in common or limited common areas.
- 5. Items that constitute a nuisance to one's neighbors should not be placed in common areas or limited common areas. Examples are intrusive wind chimes, food or water, which will attract birds, insects, or other animals. Residents are encouraged to resolve amicably differences or disputes involving such items.

- 6. A resident's balcony and patio area adjoining a manor, is limited common area. This area needs the same care and protection as our walkways and breezeways to prevent dry rot, decay and mold of surfaces. Therefore only a limited number of potted plants on the balconies of multistory buildings is allowed, without the prior approval of the Third Mutual Board. No more than 15% of the total floor area of a balcony may be used for potted plants.
- 7. Landscape crews will not care for a resident's personal items placed in common areas unless arranged through Property Services as a chargeable service.

Any building, by majority decision, may establish additional rules for its own use, providing the rules are not in conflict with the above guidelines. The Third Mutual Board of Directors shall resolve any disputes or misunderstandings relating to common areas and limited common areas.

We ask each resident to read these guidelines and take whatever corrective action is necessary for the care and protection of property where plants and items have been placed outside manors.

The Third Mutual Board shall have full authority to recommend remedial action or a hearing for disciplinary action.

RESOLUTION – Stepping Stones

Resolution #03-07-02 – Revised January 16, 2007 – Third Laguna Hills Mutual

The Maintenance & Construction Committee of this Corporation desires to provide Members more opportunity to enhance the property surrounding their manor.

As a result of this resolution, it is now required that the installation of stepping stones must be approved by the Mutual's Board of Directors through the Variance Request process <u>prior to installation</u>. Please contact the Permits and Inspections office for more information at (949) 597-4616.

RESOLUTION - Dry Rot

Resolution #M3-87-13 - Adopted April 1, 1987 – Third Laguna Hills Mutual

Out of concern that potted plants and other moisture retaining objects placed directly on decks, breezeways or balcony surfaces of buildings managed by this corporation contribute directly to dry rot and other damage, the board of directors hereby prohibits their placement on these surfaces unless these objects are placed on a water resistant surface designed to prevent moisture from reaching the decking, breezeway or balcony surface on which it is placed.

RESOLUTION – Vegetable Plantings

Resolution #M3-84-122 - Revised November 15,1984 - Third Laguna Hills Mutual

The growing of tomatoes and other vegetables in the common areas owned by the corporation is prohibited due to certain chemical sprays used by the Landscape Division of the managing

agent could cause harm to human health if wind drift should cause such sprays to reach items intended for human consumption. The managing agent, therefore, is authorized and directed to remove any tomato or other vegetables found planted in a common area of this corporation.

Two Garden Centers have been provided by the Golden Rain Foundation of Laguna Hills for the purpose of providing a place for residents to grow tomatoes, or other vegetables, and other crops.



Golden Rain Foundation of Laguna Woods Board Resolutions

RESOLUTION – Tree Signage

Resolution #90-06-97 – Adopted November 7, 2006 – Golden Rain Foundation

Tree signs throughout the Community vary in different shapes, sizes & colors, and the GRF Landscape Committee has found it necessary to establish one sign standard.

Tree signage in such designated areas shall be limited to 3" x 5" size with white lettering on a black background using only the botanical and common names of the tree and the country of origin.

The managing agent is authorized to carry out the purpose of this resolution.

ENDORSEMENT (to United Board)

Appliance Disbursement Appeal for 2147-B

Mr. Michael Mehrain of 2147-B stated that he inquired about the disbursement in March, 2018 and was advised by Resident Services that he did not qualify for disbursement due to his failure to return the Mutual owned appliances.

Mr. Mehrain, an advisor to the ACSC, requested staff review his disbursement request. Staff confirmed that although the appliances in his unit were beyond the serviceable life, he did not meet the eligibility requirements of the policy, specifically his failure to return the Mutual owned appliances (§3.3 & 4.6), and subsequently denied his request. Mr. Mehrain appealed staff's decision.

The following sections of the Appliance Policy state the qualifications for disbursement, and apply in this case:

- §3.3 All Mutual owned appliances are required to be returned to the Mutual upon replacement.
- §3.4 Appliances installed within the dwelling units by the Mutual remain the sole property of the Mutual.
- §3.6 The Mutual will pick up any Mutual-owned appliance, at the Mutual's expense and at no charge to the Member.
- §4.6 All Mutual owned appliances are required to be returned to the Mutual upon replacement. The Mutual will pick up a standard appliance upon request.

A motion was made to recommend that the Board uphold staff's recommendation and deny the appeal. By a vote of 3/1/0 (Director Dorrell Opposed), the motion carried.

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STAFF REPORT

DATE: April 25, 2018

FOR: Maintenance and Construction Committee

SUBJECT: Appeal of Appliance Disbursement Decision for 2147-B

RECOMMENDATION

Deny the appeal for an appliance disbursement of \$1,989.90.

BACKGROUND

On September 13, 2016, the Board of Directors revised the Appliance Policy via Resolution 01-16-96 (Attachment 1).

DISCUSSION

Mr. Mehrain closed escrow on Unit 2147-B on March 21, 2017 and moved in October of the same year. He applied for a Mutual Consent on April 19, 2017 for numerous alterations which included a kitchen remodel with new appliances. Mr. Mehrain received the approved Mutual Consent on May 4, 2017; in his letter (Attachment 2) he states that when he picked up the Mutual Consent he was told by staff that he may be eligible for appliance disbursements if he replaces his appliances, but he was not given a copy of the policy. He does not state if he requested a copy. Staff has no record of an application for disbursement.

The following sections of the Appliance Policy state the qualifications for disbursement, and apply in this case:

- §3.3 All Mutual owned appliances are required to be returned to the Mutual upon replacement.
- §3.4 Appliances installed within the dwelling units by the Mutual remain the sole property of the Mutual
- §3.6 The Mutual will pick up any Mutual-owned appliance, at the Mutual's expense and at no charge to the Member.
- §4.6 All Mutual owned appliances are required to be returned to the Mutual upon replacement. The Mutual will pick up a standard appliance upon request.

Mr. Mehrain stated that he inquired about the disbursement in March, 2018 and was told by Resident Services that he did not qualify for disbursement due to his failure to return the Mutual owned appliances. Mr. Mehrain, an advisor to the ACSC, requested staff review his disbursement request. Staff confirmed that although the appliances in his unit were beyond the serviceable life, he did not meet the eligibility requirements of the policy, specifically his failure to return the Mutual owned appliances (§3.3 & 4.6), and subsequently denied his request.

United Laguna Woods Mutual Appeal of Appliance Reimbursement Decision April 25, 2018 Page 2

FINANCIAL ANALYSIS

None.

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

Reviewed By: Eve Morton, Alterations Coordinator

Ernesto Munoz, P.E., Maintenance & Construction Director

ATTACHMENT(S)

Attachment 1 – Resolution 01-16-96, Appliance Policy Attachment 2 – Letter of Appeal



Appliance Policy Adopted September 13, 2016 Resolution 01-16-96

1.0 Purpose & Scope

- 1.1 Purpose: The purpose of this document is to define the policies of United Laguna Woods Mutual regarding the repair and replacement of specific major appliances maintained within the Mutual's dwelling units.
- 1.2 Scope: Major appliances maintained within the Mutual's dwelling units incorporated within this policy include refrigerators, cook tops, hoods, ranges and ovens. The Mutual will maintain and replace dishwashers in the dwelling units following the guidelines set forth in this policy.

2.0 Definitions

- 2.1 **Standard:** a specific model and brand manufacturer of appliances to be installed by the Mutual within the dwelling unit as established by the Board.
- 2.2 Non-Standard: any model and brand manufacturer of appliances to be installed by the Member other than the standard. The new appliance is considered to be an alteration and subject to the Mutual's alteration policies. A standard appliance with upgraded features, i.e., those that are of the same brand name as the Mutual standard brand appliances, but is a model whose features exceed those of the Mutual standard issue appliance, shall also be considered non-standard.
- 2.3 Grandfathered: any appliance owned by the Mutual prior to September 13, 2016. The Mutual will continue to be responsible for service and repairs to standard appliances and operating features for these appliances unless and until the Member opts for a non-standard appliance.

2.4 Serviceable Life:

- 2.4.1 The Board establishes the serviceable life of an appliance. The Mutual's replacement reserves are based upon the established serviceable life for each appliance.
- 2.4.2 The serviceable life established by the Board for each appliance category is as follows:

Appliance	Serviceable Life
Cooktops	20 years
Hoods	20 years
Ovens	20 years
Refrigerators	20 years
Dishwashers	12 years
Ranges	20 years

- 2.4.3 The serviceable life of a standard appliance begins on the date of installation.
- 2.4.4 The serviceable life of a standard dishwasher not installed by the Mutual begins on the date of permit issuance, the date of purchase or installation as indicated by verifiable documentation, or as indicated by the manufacturer based upon the serial number and model number.

3.0 Standard Appliances

- 3.1 Mutual appliances are replaced at Mutual cost upon failure, non-reparability, excessive cost to repair as compared to value of the appliance's remaining serviceable life, or upon request at the end of the serviceable life.
- 3.2 Appliances replaced by the Mutual will be standard issue appliances.
- 3.3 All Mutual owned appliances are required to be returned to the Mutual upon replacement.
- 3.4 Appliances installed within the dwelling units by the Mutual remain the sole property of the Mutual.
- 3.5 Mutual members are responsible for ensuring the appliances owned by the Mutual are present in the manor at the time of resale inspection and resale escrow closure.
- 3.6 The Mutual will pick up any Mutual-owned appliance, at the Mutual's expense and at no charge to the Member, from the manor to which it is assigned.

3.7 Procurement:

- 3.7.1 The Member is required to contact the Resident Services Department to report the condition of the appliance and request eligibility for replacement.
- 3.7.2 If the Member qualifies for replacement the Member is required to sign an "Application for Appliance Changes" form to order the new appliance.
- 3.7.3 If the Member does not qualify for replacement the Member may opt for a non-standard appliance.

3.8 Installation:

- 3.8.1 The Mutual is responsible for all costs associated with installation of standard appliances, including any costs for cabinet modification, excluding Member altered cabinets, required for accommodating changes in the dimensions of the Mutual standard issue appliance.
- 3.8.2 The Mutual will not install standard appliances when altered countertops or cabinets are present. The Mutual will be responsible for "delivery only" and the Member shall be responsible for installation.

3.9 Maintenance:

3.9.1 The Mutual is responsible for repair for standard appliances.

- 3.9.2 The Mutual's agent will not perform repairs to or service any appliances during the period in which the appliance is under warranty by the manufacturer, as servicing a unit while under warranty would void the manufacturer's warranty.
 - 3.9.2.1 Arranging for repairs with the warranting manufacturer during the warranty period is handled directly by the Mutual Member. The Mutual does not provide coordination of warranty service.
- 3.9.3 Any necessary repairs determined by the Mutual's agent resulting from user negligence and/or misuse will be charged to the Member.
- 3.9.4 The Mutual will provide removal of an existing appliance at the time of replacement by the Mutual.
- 3.10 Rental Units: The Mutual Member is responsible for ensuring that his/her tenants take proper care of all Standard Appliances installed in the unit. Any and all repair or maintenance issues for Standard Appliances in a rental unit must first be reported directly to the Mutual Member for handling. If the repair or maintenance is due to ordinary wear and tear or otherwise not attributable to the conduct of the user, the Mutual Member may contact the Mutual to perform the necessary repairs or maintenance. The Mutual Member shall be solely responsible for any negligent use or willful misuse of Standard Appliances, and any resultant damage, caused by his/her tenants and guests. The Mutual Member shall notify his/her tenants and guests of the requirements and protocol in this Policy.

4.0 Non-Standard Appliances

- 4.1 The Mutual Member may select an appliance other than the standard.
- 4.2 Non-standard appliances are considered to be an alteration and subject to the Mutual's alteration policies.
- 4.3 The Mutual Member may opt to replace any of the Mutual's appliances within the dwelling units at any time during the applicable serviceable life, at the Mutual Member's sole cost and expense.
- 4.4 At no time will a transfer of ownership to the Mutual of the Mutual Member's appliance be made.
- 4.5 All appliances installed by the Mutual Member are the property of the Mutual Member.
- 4.6 All Mutual owned appliances are required to be returned to the Mutual upon replacement. The Mutual will pick up a standard appliance upon request.
- 4.7 A one-time disbursement amount per appliance may be provided to the Member for associated costs shared by both the Mutual and Mutual Member.

- 4.7.1 The disbursement amount will be prorated based upon remaining serviceable life and allowance would be based upon pricing for the standard options.
- 4.7.2 The methodology for calculation of the prorated cost participation is explained in Appendix 1.

4.8 Procurement:

- 4.8.1 The Member is required to contact the Resident Services Department to request a one-time disbursement amount.
- 4.8.2 The Member is required to sign an "Application for Non-Standard Appliance" form to receive the disbursement amount.
- 4.8.3 The Mutual Member is responsible for purchasing of the non-standard appliance.

4.9 Installation:

- 4.9.1 The Mutual Member is responsible for scheduling delivery, installation, and any cabinet modifications.
- 4.9.2 The Mutual's agent will not install any appliances considered non-standard.

4.10 Maintenance:

- 4.10.1 The Mutual Member is responsible for any and all maintenance, repair, replacement and removal of non-standard appliances.
- 4.10.2 The Mutual may service non-standard General Electric appliances as a chargeable service.
- 4.11 Rental Units: The Mutual Member is responsible for all Non-Standard Appliances in the unit, including but not limited to, any repair or maintenance necessitated by his/her tenants and guests. Any and all repair or maintenance issues for Non-Standard Appliances in a rental unit must be reported directly to the Mutual Member for handling and not to the Mutual. The Mutual Member shall be solely responsible for any misuse or negligent use of Non-Standard Appliances, and any resultant damage, caused by his/her tenants and guests. The Mutual Member shall notify his/her tenants and guests of the requirements and protocol in this Policy.

5.0 Notification

- 5.1 By way of a written statement signed at the close of escrow, each Mutual Member shall be notified of the Mutual's appliance policies.
- 5.2 Prior to the close of escrow, all non-standard appliances in the dwelling unit for which the Mutual Member is responsible will be disclosed in writing.
- 5.3 Copies of all policies will be available to all Mutual Members.

APPENDIX 1

Prorated Cost Calculations

The age of an appliance is determined by the difference between the installation date and the estimated replacement date.

For example, if an appliance was installed September 28, 1999 and the Mutual Member requested replacement on July 11, 2016 the age of the appliance would be 16 years and 8 months.

The prorated cost calculation is applied to the material cost of the replacement unit to determine the prorated material cost.

The prorated cost calculation is applied to the labor portion of a standard installation (based on standard hours and the current annual billing rate for the electrical/appliance work center) to determine the prorated installation cost.

A service charge is applied to each prorated replacement request.

The estimation of prorated costs is done through a computerized system that calculates the costs; no manual calculations are provided. This system was devised to minimize errors and afford all Mutual Members equal and unbiased information.

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RESOLUTION 01-16-96

Appliance Policy

WHEREAS, the United Laguna Woods Mutual has a policy for the repair and replacement of specific major appliances maintained within the Mutual's dwelling units; and

WHEREAS, staff has investigated and analyzed the level of effort required to replace the various appliances and the impact this activity has on the overall performance of the corporation;

NOW THEREFORE BE IT RESOLVED, September 13, 2016, the Board of Directors of this Corporation hereby approves the revised Appliance Policy to shift non-standard appliances to the Member; and

RESOLVED FURTHER, that Resolution 01-03-43, adopted February 13, 2003, is hereby superseded and cancelled.

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

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ATTACHMENT 2

Wiemann, Kurt

From: Mehrdad AOL <mehrain@aol.com>
Sent: Friday, March 16, 2018 11:26 AM

To: Wiemann, Kurt

Subject: Appeal on appliance reimbursement, Manor 2147B

Good morning Kurt

Per your instructions, this email is to appeal and explain what I discussed with you yesterday. In 2017, I did a remodel of my unit (2147B). At the remodel window Abraham kindly told me about the fact than I would be reimbursed for replacement of my appliances, but did not give a copy of the policy or explain to me that the old appliances should be picked up by the Mutual. I actually had to pay a good sum to remove these old units.

Yesterday as I asked for reimbursement, which is near \$2,000, I was told there will be no payment because I did not inform the Mutual to pick up the appliances. I think this is grossly unfair because:

- 1. The chaotic condition of the remodeling permit process at that time caused this lack of communication and I that condition should not cost me \$2,000.
- 2. Even when I read the policy, it requires the return of the old appliance but does NOT say that the <u>penalty dollar amount</u> is the replacement cost of the units. It would make sense that if there is a penalty for this, it should be the dollar amount that the Mutual would gain by selling the old units realistically even after the cost of removal, storage and the re-sale of the old units is also considered. I am sure it would be less than \$100, if not negative.
- 3. Fairness demands that the Mutual does not make money from member's mistakes, specially in a senior community. My case is even stronger, because the mistake was not even mine.

As you know, I have been donating a lot of my otherwise gainful consulting work (far greater than \$2,000 worth!) to serve as a consultant to your Architectural/Engineering committee, because I care for the Village and its services to its members. I hope this appeal results not only in favorable decision in my case, but also establishment of a fair process to be applied to others.

Please confirm receiving this email by return email. Thank you.

Respectfully yours,

Michael Mehrdad Mehrain Manor 2147 B Cell (818)203-5058

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RESOLUTION 01-18-XX

Recording of a Lien

WHEREAS, Member ID 947-396-02; 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, May 8, 2018, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-396-02 and:

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

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STAFF REPORT

DATE: May 8, 2018

FOR: Board of Directors

SUBJECT: United Committee Appointments

RECOMMENDATION

Approve a Resolution of the Committee Appointments for Board Committees.

BACKGROUND

Changes to the Board Committees occurred due to recent changes in the Board members.

DISCUSSION

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

FINANCIAL ANALYSIS

None

Prepared By: Cheryl Silva, Corporate Secretary

Reviewed By: Siobhan Foster, COO

ATTACHMENT(S)

Attachment 1: United Board and GRF Appointments Resolutions

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RESOLUTION 01-18-xx United Laguna Woods Mutual Committee Appointments

RESOLVED, May 8, 2018, that the following persons are hereby appointed to serve the Corporation in the following capacities:

Architectural Control and Standards Committee

Janey Dorrell, Chair Don Tibbetts, Co-Chair Cash Achrekar Pat English Gary Morrison

Non-Voting Advisors: Michael Mehrain, Kay Anderson, Walter Ridley,

Ken Deepe

Communications Committee

Maggie Blackwell, Chair Juanita Skillman – Alternate

Non-Voting Advisors: Alan Dickinson, Marily Benjamin

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 Advisors: Alan Dickenson, Diane Casey

Governing Documents Review Committee

Juanita Skillman, Chair Maggie Blackwell, Co-Chair Cash Achrekar Gary Morrison

Carl Randazzo

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 Vacant (1)

Maintenance and Construction Committee

Don Tibbetts, Chair Janey Dorrell, Co-Chair Pat English Gary Morrison Carl Randazzo

Non-voting Adviser: Del Ng, Jack Bassler

New Resident Orientation

Per Rotation List

Resident Advisory Committee

Don Tibbetts, Chair
Cash Achrekar, Co-Chair
Carl Randazzo
Juanita Skillman
Non-voting Advisers: Kay Anderson, Nancy Lannon

Laguna Woods Energy Committee

Juanita Skillman Carl Randazzo

RESOLVED FURTHER Resolution 01-18-31, adopted March 13, 2018, is hereby superseded and canceled.

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



RESOLUTION 01-18-xx Golden Rain Foundation Committee Appointments

RESOLVED, May 8, 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 Tibbetts
Carl Randazzo

Media and Communications Committee

Maggie Blackwell Juanita Skillman

Mobility and Vehicles Committee

Cash Achrekar Reza Bastani

PAC Task Force

Juanita Skillman Don Tibbetts

Security and Community Access

Pat English
Don Tibbetts

Disaster Preparedness Task Force

Cash Achrekar Gary Morrison

Town Hall Meetings

As Needed

RESOLVED FURTHER, that Resolution 01-18-32, adopted March 13, 2018, is hereby superseded and cancelled.

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



STAFF REPORT

DATE: May 8, 2018

FOR: Board of Directors

SUBJECT: Entertain a Motion to Approve a Resolution Endorsing the Handyman

Program and Setting Policy

RECOMMENDATION

Entertain a motion to approve Resolution 01-18-XX to endorse and set policy for the Handyman Services Program (Attachment 1).

BACKGROUND

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

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

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

DISCUSSION

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

The Description of Services, Service Agreement, and Frequently Asked Questions (FAQ) sheet (Attachment 4) will be posted on the Laguna Woods Village website. A Handyman Services Program brochure (Attachment 5) will be displayed at Clubhouses and the concierge desk in the Community Center. The Marketing and Communication Division is currently reviewing the materials prior to posting.

United Laguna Hills Mutual
Entertain a Motion to Approve a Resolution Endorsing the Handyman Program and Setting
Policy
March 13, 2018
Page 2

FINANCIAL ANALYSIS

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

Prepared By: Patrick Cleary, Maintenance Operations Manager

Reviewed By: Ernesto Munoz, P.E., Maintenance and Construction Director

Betty Parker, Financial Services Director

ATTACHMENT(S)

Attachment 1 – Proposed Resolution 01-18-XX

Attachment 2 – Description of Services

Attachment 3 – Service Agreement

Attachment 4 – FAQ Sheet

Attachment 5 – Handyman Services Program Brochure

RESOLUTION 01-18-XX

Handyman Services Program

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

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

NOW THEREFORE BE IT RESOLVED, May 8, 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 30-day notification to comply with Civil Code §4360 has been satisfied.

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Handyman Services Program – Description of Services

- <u>Fluorescent Tubes/Light Bulbs</u>: Replace any light bulb in the manor including non-functioning appliance bulbs. Resident is responsible for supplying bulbs. Replace defective fluorescent ballast.
- <u>Lamps</u>: 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.
- <u>Alteration Drains</u>: Clear clogged drains within the unit including kitchen sink trap, garbage disposal, dishwasher air gap, bathroom sink trap, toilets, tub, and shower.
- <u>Alteration Plumbing</u>: 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.
- <u>Alteration Tub and Showers</u>: Repair or adjust tub and shower doors as needed. Clear clogged drains. Repair stopper. *Replace shower head (resident-supplied)*. Reinstall fallen shower curtain.
- <u>Alteration Faucets</u>: 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.
- <u>Alteration or Upgraded Dishwashers</u>: Remove object in tub. Repair interior parts as needed. Tighten counter attachment screws as needed. Repair leaking drain hose.
- <u>Vent Fans</u>: Replace defective switch. Repair fan blade vibration.
- <u>Alteration Water Heaters</u>: Adjust temperature. Inspect for leaks. Replace supply line washers as needed. Reset tripped thermostat control. Replace defective safety valve. Repair leaking drain valve.
- <u>Window and Deck Shades</u>: 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.
- <u>Closets</u>: 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.
- <u>Alteration Sliding Screens</u>: Adjust off track door. Lubricate as needed. Replace defective rollers. Adjust or replace latch. Reinsert loose screen in frame.
- <u>Drapery Rods</u>: 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.
- <u>Alteration or Personal Property Drawers</u>: Repair or replace broken runners. Lubricate hinges as needed. Tighten loose screws. Lubricate or replace rollers as needed. Tighten loose pull knobs.
- <u>Alteration or Personal Property Cabinets</u>: 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.

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

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

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

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. <u>To request a service, a resident should call 949-597-4600</u> 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.

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

EXCLUSIONS AND LIMITATIONS

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

LIMIT OF LIABILITY AND DAMAGES

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

INDEMNIFICATION OBLIGATIONS

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

CANCELLATION

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

Attachment (new enrollees): Description of Services

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

Resident Signature	Manor Address	 Date
Print Resident Name		
ULWM Agent Signature	 	

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 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?

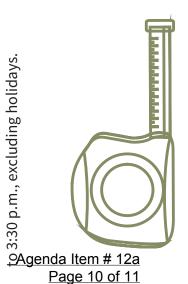
A: No. Maintenance policies for your Mutual remain the same.

THE SERVICE

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

assistance to residents in a variety of situations and covers a wide range The Handyman Services provides of repairs. Income generated from the program will be used to offset the cost of the program.

The staff providing service has decades of the Village and what is covered under the friendly and have thorough knowledge of experience in the Village. VMS staff are Handyman Services. Service is performed during regular business hours, Monday through Friday, 8 a.m.



ATTACHMENT 5

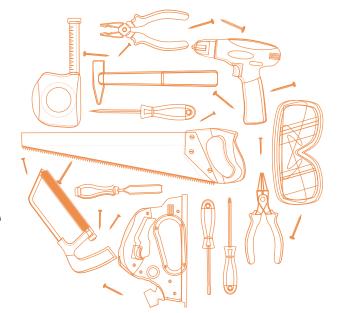
RESIDENT SERVICES

949-597-4600

www.lagunawoodsvillage.com

Handyman Services







SERVICES

Friendly and Experienced **Maintenance Staff**

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



Laguna Woods Village

WHAT IS COVERED?

Services or visit www.LagunaWoodsVillage.com for a full list of services.

Below is a summary of some of the services offered. Contact Resident

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

HOW DO YOU JOIN?

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

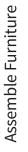
- 1) Visit us in person at Resident Services.
- 2) Call Resident Services at (949) 597-4600. You will be sent the necessary documents to

complete and return with your check.

Description and a copy of the Service Agreement are from the website, fill it out and return it with a check for the correct amount. from the website, fill it out and return it with

SERVICES

(Alterations & Non-Standard Components)



Closet Doors Cabinets

Dishwashers Closets

Drains

Drapery Rods

Drawers

Faucets

Fluorescent Tubes & Light Bulbs

Garbage Disposals **General Electrical**

Lamps

General Plumbing

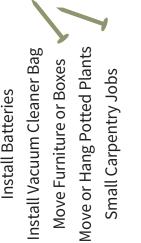
Light Fixtures

Resident Assistance Equipment Sinks (Kitchen and Bath)

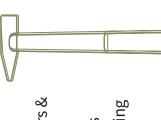
Sliding Glass Doors & Television Mounting **Tub and Showers** Sliding Screens Windows Toilets

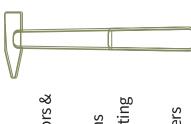
Window and Deck Shades Water Heaters

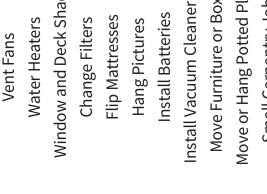
Move Furniture or Boxes











ENDORSEMENT (to United Board)

Appliance Policy Revision

During normal appliance replacement activities, staff encounters countertops or cabinets that have been altered by the resident. The current policy does not allow staff to install standard appliances where alterations are present. Staff is only allowed to drop off the new appliance for installation by the resident. This was a result of potential damage that could occur to the alteration countertops and cabinets during installation of the appliance.

Additionally, in other to provide more flexibility, some residents request that appliances be offered in various finishes. When residents have existing appliances of a certain finish they often wish to match the finish on the new appliance being installed.

Currently, the white and black finishes available are limited on certain appliances. This proposed policy revision will allow the resident to receive a standard appliance in white, black or stainless steel that will be maintained by the mutual, and match existing appliances.

A motion was made and unanimously carried to recommend that the Board approve the revisions to the appliance policy to allow standard Mutual appliances to be installed by staff with a signed waiver when alteration countertops & cabinets are present. In addition, allow standard appliances to be offered in white, black and stainless steel with the member paying any cost differential between the lowest cost finish and their chosen finish.

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STAFF REPORT

DATE: May 8, 2018

FOR: Board of Directors

SUBJECT: Appliance Policy Revision

RECOMMENDATION

Revise the existing appliance policy and resolution to allow standard Mutual appliances to be installed with a signed waiver when alteration countertops and cabinets are present. In addition, allow standard appliances to be offered in white, black and stainless steel (Attachment 1).

BACKGROUND

During normal appliance replacement activities, staff encounters countertops or cabinets that have been altered by the resident. The current policy does not allow staff to install standard appliances where alterations are present. Staff is only allowed to drop off the new appliance for installation by the resident. This was a result of potential damage that could occur to the alteration countertops and cabinets during installation of the appliance.

Additionally, in other to provide more flexibility, some residents request that appliances be offered in various finishes. When residents have existing appliances of a certain finish they often wish to match the finish on the new appliance being installed. Currently, the white and black finishes available are limited on certain appliances. This proposed policy revision will allow the resident to receive a standard appliance in white, black or stainless steel that will be maintained by the mutual, and match existing appliances (Attachment 2).

DISCUSSION

In an effort to expand and improve service to the residents, staff would install standard appliances under alteration countertops and cabinets after the resident signs a release waiver (Attachment 3). This waiver would fully release the Mutual from any liability incurred from damages associated with the installation on alteration countertops and cabinets. The alteration countertops and cabinets must be fully prepared for installation, as staff will not further alter these components in order to complete the installation. The actual installation process should not vary significantly as compared to an installation with original components, and should not add to additional workload for staff.

Standard appliances are available from the manufacturer in white, black and stainless steel. Previous resolutions have discontinued availability of certain finishes for inventory or pricing issues. By expanding the available options, residents will not be forced to purchase alteration appliances based on finish availability. Stainless steel finishes have become more popular in recent times, and the revised policy will allow residents to install these appliances by paying the cost difference between their chosen finish and lowest cost finish. This will increase

United Laguna Woods Mutual Appliance Policy Revision April 25, 2018, Page 2

resident satisfaction without impacting Mutual costs. In regards to disbursement value, all appliances will be valued at the lowest cost appliance, regardless of existing finish.

FINANCIAL ANALYSIS

Appliance installations are covered under the Operations Budget.

Prepared By: Mark Stal, Maintenance Services Manager

Reviewed By: Ernesto Munoz, P.E., Maintenance and Construction Director

ATTACHMENT(S)

Attachment 1 - Revised Appliance Policy & Resolution

Attachment 2 - Proposed List of Standard Appliances

Attachment 3 - Release of Liability Waiver



Revised Appliance Policy

Adopted _____ Resolution 01-18-XX

1.0 Purpose & Scope

- 1.1 **Purpose:** The purpose of this Policy is to define the procedures in United Laguna Woods Mutual (ULWM) regarding the repair and replacement of specific major appliances maintained within the Mutual's dwelling units.
- 1.2 **Scope:** Major appliances maintained within the Mutual's dwelling units incorporated within this policy include refrigerators, cook tops, hoods, ranges and ovens. The Mutual will maintain and replace dishwashers in the dwelling units following the guidelines set forth in this policy.

2.0 Definitions

- 2.1 **Standard:** a specific model and brand manufacturer of appliances to be installed by the Mutual within the dwelling unit as established by the Board.
- 2.2 Non-Standard: any model and brand manufacturer of appliances to be installed by the Member other than the standard provide by ULWM. The new appliance is considered to be an alteration and subject to the ULWM's alteration policies. A standard appliance with upgraded features, i.e., those that are of the same brand name as ULWM standard brand appliances, but is a model whose features exceed those of ULWM standard issue appliance, shall also be considered non-standard.
- 2.3 **Grandfathered:** any appliance owned by the Mutual prior to September 13, 2016. The Mutual <u>ULWM</u> will continue to be responsible for service and repairs to standard appliances and operating features for these appliances unless and until the Member opts a repair to standard appliances and operating features for these appliances unless and until the Member opts for a non-standard appliance.

2.4 Serviceable Life:

- 2.4.1 The Board establishes the serviceable life of an appliance. ULWM replacement reserves are based upon the established serviceable life for each appliance.
- 2.4.2 The serviceable life established by the Board for each appliance category is as follows:

Appliance	Serviceable Life
Cooktops	20 years
Hoods	20 years
Ovens	20 years
Refrigerators	20 years
Dishwashers	12 years
Ranges	20 years

- 2.4.3 The serviceable life of a standard appliance begins on the date of installation.
- 2.4.4 The serviceable life of a standard dishwasher not installed by ULWM begins on the date of permit issuance, the date of purchase or installation as indicated by verifiable documentation, or as indicated by the manufacturer based upon the serial number and model number.

3.0 Standard Appliances

- 3.1 Mutual appliances are replaced at Mutual cost by ULWM upon failure, non-reparability, excessive cost to repair as compared to value of the appliance's remaining serviceable life, or upon request at the end of the serviceable life.
- 3.2 Appliances replaced by the ULWM will be standard issue appliances. Standard appliances will be available in white, black and stainless steel finishes. Although the appliance features may be the same, the finish color may alter the price of the appliance. The Mutual will be responsible for the cost of the appliance with the lowest price finish and the Member shall be responsible for any cost differential of a more expensive finish. In the case of a disbursement request, all standard appliances will be valued at the cost of the lowest price finish, regardless of existing finish.
- 3.3 All Mutual owned appliances are required to be returned to the Mutual upon replacement.
- 3.4 Appliances installed within the dwelling units by the Mutual remain the sole property of the Mutual.
- 3.5 Mutual members are responsible for ensuring the appliances owned by the Mutual are present in the manor at the time of resale inspection and resale escrow closure.
- 3.6 The Mutual will pick up any Mutual-owned appliance, at the Mutual's expense and at no charge to the Member, from the manor to which it is assigned.

3.7 Procurement:

3.7.1 The Member is required to contact the Resident Services Department to report the condition of the appliance and request eligibility for replacement.

- 3.7.2 If the Member qualifies for replacement the Member is required to sign an "Application for Appliance Changes" form to order the new appliance.
- 3.7.3 If the Member does not qualify for replacement the Member may opt for a non-standard appliance.

3.8 Installation:

- 3.8.1 The Mutual is responsible for all costs associated with installation of standard appliances, including any costs for cabinet modification, excluding Member altered cabinets, required for accommodating changes in the dimensions of the Mutual standard issue appliance.
- 3.8.2 The Mutual will—net install standard appliances when altered countertops or cabinets are present if the Member signs a waiver releasing the Mutual of any liability. The Mutual will not further alter any non-standard cabinets or countertops; they must be fully prepared for appliance installation. If the Member is unwilling or unable to sign a waiver the Mutual will be responsible for "delivery only" and the Member shall be responsible for installation.

3.9 Maintenance:

- 3.9.1 The Mutual is responsible for repair for standard appliances.
- 3.9.2 The Mutual's agent will not perform repairs to or service any appliances during the period in which the appliance is under warranty by the manufacturer, as servicing a unit while under warranty would void the manufacturer's warranty.
 - 3.9.2.1 Arranging for repairs with the warranting manufacturer during the warranty period is handled directly by the Mutual Member. The Mutual does not provide coordination of warranty service.
- 3.9.3 Any necessary repairs determined by the Mutual's agent resulting from user negligence and/or misuse will be charged to the Member.
- 3.9.4 The Mutual will provide removal of an existing appliance at the time of replacement by the Mutual.
- 3.10 Rental Units: The Mutual Member is responsible for ensuring that his/her tenants take proper care of all Standard Appliances installed in the unit. Any and all repair or maintenance issues for Standard Appliances in a rental unit must first be reported directly to the Mutual Member for handling. If the repair or maintenance is due to ordinary wear and tear or otherwise not attributable to the conduct of the user, the Mutual Member may contact the Mutual to perform the necessary repairs or maintenance. The Mutual Member shall be solely responsible for any negligent use or willful misuse of Standard Appliances, and any resultant damage, caused by his/her tenants and guests of the requirements and protocol in this Policy.

- 4.1 The Mutual Member may select an appliance other than the standard.
- 4.2 Non-standard appliances are considered to be an alteration and subject to the Mutual's alteration policies.
- 4.3 The Mutual Member may opt to replace any of the Mutual's appliances within the dwelling units at any time during the applicable serviceable life, at the Mutual Member's sole cost and expense.
- 4.4 At no time will a transfer of ownership to the Mutual of the Mutual Member's appliance be made.
- 4.5 All appliances installed by the Mutual Member are the property of the Mutual Member.
- 4.6 All Mutual owned appliances are required to be returned to the Mutual upon replacement. The Mutual will pick up a standard appliance upon request.
- 4.7 A one-time disbursement amount per appliance may be provided to the Member for associated costs shared by both the Mutual and Mutual Member.
 - 4.7.1 The disbursement amount will be prorated based upon remaining serviceable life and allowance would be based upon pricing for the standard options.
 - 4.7.2 The methodology for calculation of the prorated cost participation is explained in Appendix 1.
 - 4.7.24.7.3 The Mutual's standard appliances must be returned to the Mutual in order to qualify for disbursement.

4.8 Procurement:

- 4.8.1 The Member is required to contact the Resident Services Department to request a one-time disbursement amount.
- 4.8.2 The Member is required to sign an "Application for Non-Standard Appliance" form to receive the disbursement amount.
- 4.8.3 The Mutual Member is responsible for purchasing of the non-standard appliance.

4.9 Installation:

- 4.9.1 The Mutual Member is responsible for scheduling delivery, installation, and any cabinet modifications.
- 4.9.2 The Mutual's agent will not install any appliances considered non-standard.

4.10 Maintenance:

4.10.1 The Mutual Member is responsible for any and all maintenance, repair, replacement and removal of non-standard appliances.

- 4.10.2 The Mutual may service non-standard General Electric appliances as a chargeable service.
- 4.11 Rental Units: The Mutual Member is responsible for all Non-Standard Appliances in the unit, including but not limited to, any repair or maintenance necessitated by his/her tenants and guests. Any and all repair or maintenance issues for Non-Standard Appliances in a rental unit must be reported directly to the Mutual Member for handling and not to the Mutual. The Mutual Member shall be solely responsible for any misuse or negligent use of Non-Standard Appliances, and any resultant damage, caused by his/her tenants and guests. The Mutual Member shall notify his/her tenants and guests of the requirements and protocol in this Policy.

5.0 Notification

- 5.1 By way of a written statement signed at the close of escrow, each Mutual Member shall be notified of the Mutual's appliance policies.
- 5.2 Prior to the close of escrow, all non-standard appliances in the dwelling unit for which the Mutual Member is responsible will be disclosed in writing.
- 5.3 Copies of all policies will be available to all Mutual Members.

APPENDIX 1

Prorated Cost Calculations

The age of an appliance is determined by the difference between the installation date and the estimated replacement date.

For example, if an appliance was installed September 28, 1999 and the Mutual Member requested replacement on July 11, 2016 the age of the appliance would be 16 years and 8 months.

The prorated cost calculation is applied to the material cost of the replacement unit to determine the prorated material cost.

The prorated cost calculation is applied to the labor portion of a standard installation (based on standard hours and the current annual billing rate for the electrical/appliance work center) to determine the prorated installation cost.

A service charge is applied to each prorated replacement request.

The estimation of prorated costs is done through a computerized system that calculates the costs; no manual calculations are provided. This system was devised to minimize errors and afford all Mutual Members equal and unbiased information.



NAME:

ADDRESS:

Initial

Initial

Initial

Initial

Disbursement Amount:

APPLIANCE CHANGE(S) REQUESTED:

			Date:
APPLICATION FO	OR NON-	STANDAR	D APPLIANCE(S)
		PHONE:	
("Mutual Member")			
IANGE(S) REQUES	TED:	_	
Amount:			Appliance Cost
	18000		Prorated Material Credit
	\$	J¥S	Prorated Material Charge
	S	+31	Prorated Labor Charge
	S	+	Service Charge
		- 3	Total to be Disbursed to Member
	Control of the Contro		futual (ULWM) Appliance Policy and and conditions therein.
	ndard app	oliances are	e considered to be an alteration and
			s are required to be returned upon
I agree that a one-tir	me disbur	sement an	nount is provided for associated
costs shared by ULV	VM and t	he Membe	r.
0			
Signature of M	utuai Mer	nper	Date

Please sign and return to: VMS Resident Services Department P.O. Box 2220 Laguna Woods, CA 92654

Please allow 4 to 6 weeks for disbursement check.

If you have any questions, please call the Resident Service Desk at (949) 597-4600

R OFFICE USE ONLY		
RS Staff:	Date:	
Approved	Denied	
es:		



	UNII	- M U T U	The state of the		
				Manor No:	
		D LAGUNA WO			
NAME: ADDRESS:	("Mutual Member")	P	HONE	í	
APPLIANCE CH	HANGE(S) REQUESTED:	Refrigerat	or	STANDARD	
	STA	ATEMENT OF	E LIA	BILITY	
new appliances appliance will be inventory (warel will remain within	installed in response to this re installed in lieu of the appliar nouse) and remuneration of the	equest are the pro- nce replaced, the a nis item will be cred y change of occup-	perty of appliandited to	y regarding appliance replacem of United Laguna Woods Mutua nce removed will be returned to the inventory account; and (3) of or sale of interest in the mano	al; (2) the new the property) the new appliance
necessary for m responsible for a appointment will	ounting and/or hookup of the all prorated costs as shown be	new appliance will elow. Upon receip signed. A billing s	t of the	ectrical cords, receptacles, etc. ided to the final cost. The under a appliance in the warehouse, a ent for the appliance and all app a.	ersigned be an installation
Refrigerator F	Requested:	S	1	Appliance Cost	
		S	+	Prorated Material Cred	it
		S		Prorated Material Char	ge
		S	-	Prorated Labor Charge	
		S		Service Charge	
		\$		Total to be Charged to	Member
	If countertops and/or call	oinets are altered	/modit	fied in anyway, the appliance	s will be for
Please initial	Delivery Only				
	Special Note: Cancellati	on of this contra	ct will	only be accepted within 30 d	lays of the date
Please initial	noted above. General El this fee is the sole respo	ectric charges a nsibility of the Mo neel within 30 day	restoc utual r	cking fee on items returned to member upon Mutual Member result in the full cost of the a	o the warehouse; r's cancellation of
	REFRIGERATORS LARGDELIVERY ONLY	ER THAN THE MI	JTUAI	L STANDARD (18.2 CUBIC FE	ET) WILL BE FOR
Please initial					
	Signature of M	utual Member		9	Date

Please sign and return to:

VMS Resident Services Department P.O. Box 2220

Laguna Woods, CA 92654
The duplicate original is for your records
If you have any questions, please call the Service Desk at (949) 597-4600

RESOLUTION 01-18-XX

Appliance Policy

WHEREAS, the United Laguna Woods Mutual has a policy for the repair and replacement of specific major appliances maintained within the Mutual's dwelling units; and

WHEREAS, staff has investigated and analyzed the level of effort required to replace the various appliances and the impact this activity has on the overall performance of the corporation;

WHEREAS, current Mutual policy does not allow staff to perform appliance installations where the member has alteration countertops and cabinets, which has caused a hardship to the member;

WHEREAS, standard appliances have only been offered in white or black with some appliances only being available in one of the finish colors resulting in mismatched appliances.

NOW THEREFORE BE IT RESOLVED, May 8, 2018, the Board of Directors of this Corporation hereby approves the revised Appliance Policy to allow standard appliances to be installed by where alteration cabinets or countertops are present only if the Member signs a waiver releasing the Mutual of any liability;

RESOLVED FURTHER, that standard appliances be defined as a specific model and brand manufacturer of appliances with finishes available in white, black and stainless steel, to be installed by the Mutual within the dwelling unit;

RESOLVED FURTHER, that although the appliance features may be the same, the finish color may alter the price of the appliance. The Mutual will be responsible for the cost of the appliance with the lowest price finish and the Member shall be responsible for any cost differential of a more expensive finish; and

RESOLVED FURTHER, that Resolution 01-16-96, adopted September 13, 2016, is hereby superseded and cancelled.

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

May Initial Notification

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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Appliance			Model
type	Size	Finish	number
F/S Range	30"	Black	JBS27DFBB
F/S Range	30"	White	JBS27DFWW
F/S Range	30"	Stainless	JBS27RKSS
In-wall Oven	27"	Black	JK1000DFBB
In-wall Oven	27"	White	JK3000DFWW
In-wall Oven	27"	Stainless	JK1000SFSS
Cooktop	30"	Black	JP328BKBB
Cooktop	30"	White	JP328WKWW
Cooktop	30"	Stainless	JP328SKSS
Hood	30"	Black	JVX3300DJBB
Hood	30"	White	JVX3300DJWW
Hood	30"	Stainless	JVX3300SJSS
Hood	36"	Black	JVX5360DJBB
Hood	36"	White	JVX5360DJWW
Hood	36"	Stainless	JVX5360SJSS
Refrigerator	28"	Black	GTE18GTHBB
Refrigerator	28"	White	GTE18GTHWW
Refrigerator	28"	Stainless	GTE18GSHSS
Dishwasher	24"	Black	GSD3300KBB
Dishwasher	24"	White	GSD3300KWW
Dishwasher	24"	Stainless	GSD3360KSS



RELEASE AND SETTLEMENT OF ALL CLAIMS

In consideration of any damage to my alteration counter, cabinet or component due solely to the installation of a Mutual-provided appliance in my unit, I hereby release and discharge United Laguna Woods Mutual and their officers, agents and employees, hereinafter referred to as Releasees, and all other persons and entities, from all claims and demands, actions and causes of action, damages, costs, loss of services, loss of income, expenses and compensation on account of or in any way growing out of, or resulting, or which may result from, installation of any appliances at my unit, or arising out of any other act or omission of Releasees occurring prior to the effective date of this document, and do hereby for my heirs, executors and administrators, covenant with said Releasees to indemnify and save harmless the said Releasees and other persons and entities from all further claims and demands for damages, costs, loss of liens, or claims of liens, or other actions, liability or loss on account of, or in any way relating to, said accident or this settlement.

It is further understood and agreed that this release expresses a **FULL**, **FINAL** and **COMPLETE SETTLEMENT** of liability claimed and denied and, is intended to avoid litigation, and that there is absolutely no agreement on the part of said Releasees to make any payment or to do or refrain from doing any act or thing other than is herein expressly stated and clearly agreed to in this document.

All rights given by Section 1542 of the Civil Code of California, which is quoted below, are waived by the undersigned.

CIVIL CODE §1542: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

WITNESS my hand this	day of	in the year two thousand and	
In the presence of			
NAME			
ADDRESS		CLAIMANT SIGNATURE	
ADDRESS		CLAIMANT SIGNATURE	

For your protection and in compliance with California Insurance Code 1871.2, we are required to notify you that "Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."



STAFF REPORT

DATE: May 8, 2018

FOR: Board of Directors

SUBJECT: Revision of Alteration Standard 7 - Satellite Dishes

RECOMMENDATION

Approve a resolution to introduce revisions to Alteration Standard 7 - Satellite Dishes.

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 34 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.

Alteration Standard 7 - Satellite Dishes was last revised in May 2013, via Resolution 01-13-74.

DISCUSSION

Due to changes in technology and the continued popularity of satellite dish-based television programming, the ACSC has reviewed the existing Standard pertaining to Satellite Dishes. The following sections are proposed to be revised as follows:

- §2.1 Per the Federal Communications Commission (FCC), the Mutual is not obligated to provide a place for the installation of a satellite dish if there is not an area exclusively used by the resident capable of receiving clear signals (Reference: FCC Fact Sheet on Placement of Antennas; May 2001).
- §2.2 Prior to installation of any satellite dishes, a plan and specifications of all proposed work and equipment must be submitted for approval as specified in Section 1.5.
- **§2.4** No satellite dish will be permitted (or installed) on roofs with Mutual installed photovoltaic system (solar panels) or areas which may pose a hazard to residents or workmen due to its location and/or dimensions.
- §2.5 Penetrations through walls shall be thoroughly sealed. Penetrations through roofs are strictly prohibited. The length of exterior cable runs must be kept to a minimum. All cables shall be installed in wiremold (vinyl or aluminum) and painted to match the surface attached to.

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

- §2.1 With the application for Mutual Consent, a plan shall be submitted that indicates all work to be done; e.g., type of satellite dish, a full description, the location on building, anchoring, cable routing and relevant information regarding all attachments. Site location will be contingent upon approval by the Alterations Division.
- §2.7 All satellite dishes and exterior cables shall be removed; all penetrations shall be properly patched, sealed and texture/paint to match the surfaces prior to the sale or transfer of real property.

FINANCIAL ANALYSIS

None

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

Reviewed By: Eve Morton, Alterations Coordinator

ATTACHMENT(S)

Attachment 1: Resolution 01-18-XXX Revise Alteration Standard 7 - Satellite Dishes

Attachment 2: Redline of proposed updates to Alteration Standard 7

Attachment 1

RESOLUTION 01-18-XX

Revise Alteration Standard 7 - Satellite Dishes

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 Revision of Alteration Standard 7 - Satellite Dishes.

NOW THEREFORE BE IT RESOLVED, May 8, 2018, that the Board of Directors of this Corporation hereby introduces the following Revision of Alteration Standard 7 - Satellite Dishes:

Alteration Standard 7 - Satellite Dishes

1.0 GENERAL REQUIREMENTS

SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

2.0 APPLICATIONS

- 2.1 With the application for Mutual Consent, a plan shall be submitted that indicates all work to be done; e.g., type of satellite dish, a full description, the location on building, anchoring, cable routing and relevant information regarding all attachments. Site location will be contingent upon approval by the Alterations Division.
- 2.2 All steel mounting components for the satellite dish must be galvanized or zinc coated.
- 2.3 In the event that a satellite dish must be removed for any reason, it shall be the Member's responsibility to remove and properly store it until such time that maintenance work has been completed.
- 2.4 No satellite dish will be permitted (or installed) on roofs with Mutual photovoltaic system (solar panels) or areas which may pose a hazard to residents or workmen due to its location and/or dimensions.
- 2.5 Penetrations through walls shall be thoroughly sealed. Penetrations through roofs are strictly prohibited. The length of exterior cable runs must be kept to a minimum. All cables shall be installed in wire mold (vinyl or aluminum) and painted to match the surface attached to.
- 2.6 According to the plans submitted and the need for specific satellite dish gear, the Member shall make all efforts to install a unit that will be hidden from sight and is as compact as possible. The Mutual retains the right to request screening to hide the dish from view.

2.7 All satellite dishes and exterior cables shall be removed; all penetrations shall be properly patched, sealed and texture/paint to match the surfaces prior to the sale or transfer of real property.

3.0 EQUIPMENT

- 3.1 No more than one (1) dish per dwelling unit is allowed.
- 3.2 No satellite dish shall exceed 36" in diameter.
- 3.3 All satellite dishes shall be installed only within the perimeter of patios, balconies, or on flat roofs.
- 3.4 A tripod or pipe mount must be utilized for patio or balcony installations. Attaching a satellite dish or any of its components directly to the building is strictly prohibited.
- 3.5 Satellite dish installation is permitted on flat roofs when the location does not interfere with the overall visual continuity of the unit and/or surrounding area. The satellite dish must be mounted on a non-penetrating stand weighted down with a minimum of four 8" X 8" X 16" cinderblocks and must be located only above the subject unit and at least 10' from the roof edge, (See Example 1 below). Attaching a satellite dish or any of its components directly to a roof is strictly prohibited.
- 3.6 For installation of a satellite dish onto a flat PVC cool roof, the member must install a 3' X 3' satellite dish pad provided by the Mutual's roofing contractor at the expense of the Member.

RESOLVED FURTHER, that Resolution 01-13-74, adopted May 14, 2013 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.

MAY Initial Notification

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

Attachment 2



UNITED LAGUNA WOODS MUTUAL

SECTION STANDARD 7 SATELLITE DISHES

MARCH 1996
REVISED FEBRUARY 2002, RESOLUTION U-02-12
REVISED FEBRUARY 2007, RESOLUTION 01-07-17
GENERAL REQUIREMENTS REVISED JUNE 2011, RESOLUTION 01-11-104
REVISED MAY 2013, RESOLUTION # 01-13-74
GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08
REVISED MAY 2018, RESOLUTION 01-18-XX

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 <u>MEMBERS RESPONSIBILITY:</u> 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 <u>CODES AND REGULATIONS:</u> 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 <u>DUMPSITES:</u> 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 <u>CONTRACTOR:</u> Installation must be performed by a California licensed contractor of the appropriate trade.
- 1.8 <u>CONTRACTOR'S CONDUCT:</u> Member's contractor(s), their personnel, and subcontractors 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

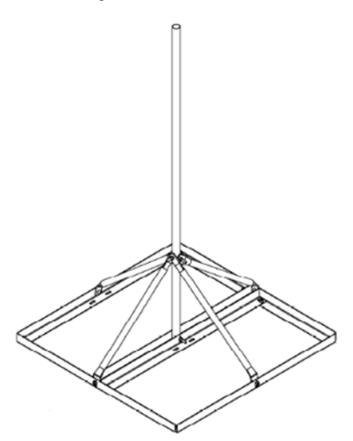
- 2.1 Per the Federal Communications Commission (FCC), the Mutual is not obligated to provide a place for the installation of a satellite dish if there is not an area exclusively used by the resident capable of receiving clear signals (Reference: FCC Fact Sheet on Placement of Antennas; May 2001).
- 2.2 Prior to installation of any satellite dishes, a plan and specifications of all proposed work and equipment must be submitted for approval as specified in Section 1.5.
- 2.31 With the application for Mutual Consent, a plan shall be submitted that indicates all work to be done; e.g., type of satellite dish, a full description, the location on building, anchoring, cable routing and relevant information regarding all attachments. Site location will be contingent upon approval by the Alterations Division.
- **2.32** All steel mounting components for the satellite dish must be galvanized or zinc coated.
- 2.43 In the event that a satellite dish must be removed for any reason, it shall be the Member's responsibility to remove and properly store it until such time that maintenance work has been completed.
- 2.54 No satellite dish will be permitted (or installed) on roofs with Mutual photovoltaic system (solar panels) or areas which may pose a hazard to residents or workmen due to its location and/or dimensions.

- Penetrations through walls shall be thoroughly sealed. Penetrations through roofs are strictly prohibited. The length of exterior cable runs must be kept to a minimum. All cables shall be installed in wire mold (vinyl or aluminum) and painted to match the surface attached to.
- 2.7 The Member applying for permit shall provide the Manor Alterations Department with a plan indicating all work to be done; i.e., type of satellite dish, a full description, the location on building, anchoring, and relevant information regarding all attachments. Site location will be contingent upon approval by the Manor Alterations Department.
- 2.86 According to the plans submitted and the need for specific satellite dish gear, the Member shall make all efforts to install a unit that will be hidden from sight and is as compact as possible. The Mutual retains the right to request screening to hide the dish from view.
- 2.97 All satellite dishes and exterior cables shall be removed; all penetrations shall be properly patched, sealed and texture/paint to match the surfaces prior to the sale or transfer of real property.

3.0 3.0 EQUIPMENT

- 3.03.1 No more than one (1) dish per dwelling unit is allowed.
- 3.13.2 No satellite dish shall exceed 36" in diameter.
- 3.23.3 All satellite dishes shall be installed -only within the perimeter of patios, balconies, or on flat roofs.
- 3.4 A tripod or pipe mount must be utilized for patio or balcony installations. Attaching a satellite dish or any of its components directly to the building is strictly prohibited.
- 3.5 Satellite dish installation is permitted on flat roofs when the location does not interfere with the overall visual continuity of the manorunit and/or surrounding area. The satellite dish must be mounted on a non-penetrating stand weighted down with a minimum of four 8" X 8" X 16" cinderblocks and must be located only above the subject manorunit and at least 10' from the roof edge, (See Example 1 below). Attaching a satellite dish or any of its components directly to a roof is strictly prohibited.
- **3.6** For installation of a satellite dish onto a **flat PVC cool roof**, the member must install a 3' X 3' satellite dish pad provided by the Mutual's roofing contractor at the expense of the Member.

Example 1: Non Penetrating Satellite Dish Roof Mount





STAFF REPORT

DATE: May 8, 2018

FOR: Board of Directors

SUBJECT: Revision of Alteration Standard 8 – Block Walls

RECOMMENDATION

Approve a resolution to introduce revisions to Alteration Standard 8 – Block Walls.

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 34 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.

Alteration Standard 8 – Block Walls was last revised in May 2013, via Resolution 01-13-75.

DISCUSSION

Due to Resolution 01-17-94, known as the Land Use Policy, enacted June 13, 2017, which restricts the use of common area, the ACSC has reviewed the existing Standard pertaining to Block Walls. The following sections are proposed to be revised as follows:

- §4.6 All walls shall be constructed within the approved patio dimensions. Patio slabs shall not be extended without written approval of the Board. All walls shall be constructed on engineered footings. Planting areas between the wall and slab are acceptable. in those cases. All walls built will be on or bordering the patio slab. If the patio slab may be extended, the block wall may be at those dimensions. Maintenance of these planter areas shall become the sole responsibility of the Mutual member.
- §4.7 Lattice or bamboo panels are not allowed on block walls.

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

§3.6 No block walls will be permitted in Common Area

FINANCIAL ANALYSIS

None

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

Reviewed By: Eve Morton, Alterations Coordinator

ATTACHMENT(S)

Attachment 1: Resolution 01-18-XXX Revise Alteration Standard 8 – Block Walls

Attachment 2: Redline of Proposed Updates to Standard 8 – Block Walls

Attachment 1

RESOLUTION 01-18-XX

Revise Alteration Standard 8 - Block Walls

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

WHEREAS, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard 8 – Block Walls.

NOW THEREFORE BE IT RESOLVED, May 8, 2018, that the Board of Directors of this Corporation hereby introduces the following Alteration Standard 8 – Block Walls;

ALTERATION STANDARD 8 – BLOCK WALLS

1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

2.0 APPLICATIONS

- **2.1** All walls shall be of slumpstone block 4x4x16, 4x6x16, or 6x6x16 slumpstone or block to match existing wall.
- 2.2 Block will be painted in conformance with the Mutual's policy on exterior paint colors. Excess mortar will be removed. Weep holes of the proper size and location shall be provided as needed.

3.0 PREPARATIONS

- 3.1 In each case, the site will be inspected by the Alterations Division prior to work for adjustments pertaining to this section.
- 3.2 No block walls will be allowed that will hinder yard drainage.
- 3.3 No block walls will be allowed in areas where access for maintenance is required.
- **3.4** In no case will a block wall or its related components cover sprinklers, sprinkler lines, or other related items.
- 3.5 No block wall will be allowed that may encroach upon a view of a neighboring manor as determined by the Alterations Division.

3.6 No block walls will be permitted in Common Area

4.0 APPLICATIONS

- 4.1 No wall shall be over 5 feet or under 12 inches in height. Existing patio block walls may be raised or lowered in accordance with these dimensions and the location as determined by the Alterations Division.
- **4.2** Gates constructed in accordance with Mutual Standard 17: Patio Gates and Courtyard Doors may be incorporated into a block wall as approved by the Alterations Division.

- **4.3** Gaps between patio block walls may be filled in with materials that are in accordance with Mutual Standard 16: Fences, Wrought Iron and Mutual Standard 17: Patio Gates and Courtyard Doors to match any existing gate.
- **4.4** Wrought iron fencing constructed in accordance with Mutual Standard 16: Fences, Wrought Iron may be incorporated on a block wall as approved by the Alterations Division.
- 4.5 Walls may be covered with stucco to match the building. The stucco finish must match the existing texture and color. Grout lines must be flush with existing block prior to stucco application. Brick or tile caps may be permitted.
- 4.6 All walls shall be constructed within the approved patio dimensions. Patio slabs shall not be extended without written approval of the Board. All walls shall be constructed on engineered footings. Planting areas between the wall and slab are acceptable. Maintenance of these planter areas shall become the sole responsibility of the Mutual member.
- **4.7** Lattice or bamboo panels are not allowed on block walls.

5.0 SPRINKLER REVISIONS

- 5.1 Sprinklers will be revised only by the Mutual's designated Landscape crew; the cost of such revisions shall be borne by the Mutual Member.
- 5.2 No sprinklers will be placed inside any patio area by the Mutual's designated Landscape crews, and any systems added shall not be connected to the Mutual-owned system.

6.0 OPENINGS IN WOOD FRAMED PATIO WALLS

- **6.1** The size of openings is optional and must be approved by the Alterations Division.
- 6.2 Openings must be located such as to maintain symmetry along the patio wall. The top of an opening shall be in line with the top of the windows of the manor. The first opening shall set a size and location precedent for any future openings on patio walls on the same side of the building.
- 6.3 The finished openings must match the existing finish on the patio wall. Wood finish trim or brick veneer is not allowed.
- **6.4** Neighbor Awareness Forms may be required as determined by the Alterations Division.

RESOLVED FURTHER, that Resolution 01-13-75, adopted May 14, 2013 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.

MAY Initial Notification

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

Attachment 2



UNITED LAGUNA WOODS MUTUAL STANDARD 8 PATIO BLOCK WALLS

MARCH 1996
REVISED MAY 2004 RESOLUTION 01-04-70
GENERAL REQUIREMENTS REVISED JUNE 2011, RESOLUTION 01-11-104
REVISED MAY 2013, RESOLUTION 01-13-75
GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08
REVISED MAY 2018, RESOLUTION 01-18-XX

1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

2.0 APPLICATIONS

- **2.1** All walls shall be of slumpstone block 4x4x16, 4x6x16, or 6x6x16 slumpstone or block to match existing wall.
- 2.2 Block will be painted in conformance with the Mutual's policy on exterior paint colors. Excess mortar will be removed. Weep_holes of the proper size and location shall be provided as needed.

3.0 PREPARATIONS

- 3.1 In each case, the site will be inspected by the Manor Alterations Alterations Department Division prior to work for adjustments pertaining to this section.
- 3.2 No block walls will be allowed that will hinder yard drainage.
- 3.3 No block walls will be allowed in areas where access for maintenance is required.
- **3.4** In no case will a block wall or its related components cover sprinklers, sprinkler lines, or other related items.
- 3.5 No block wall will be allowed that may encroach upon a view of a neighboring manor as determined by the Manor Alterations Department Division.
- 3.6 No block walls will be permitted in Common Area

4.0 <u>APPLICATIONS</u>

4.1 No wall shall be over 5 feet in height nor under 12 inches in height. Existing patio block walls may be <u>raised or</u> lowered in accordance to <u>with</u> these dimensions

- and <u>-the</u> location as determined by the <u>Manor Alterations Alterations</u> <u>Department Division</u>.
- **4.2** Gates constructed in accordance with Mutual Standard 17: Patio Gates and Courtyard Doors may be incorporated into a block wall as approved by the Manor Alterations Alterations Department Division.
- **4.3** Gaps between patio block walls may be filled in with materials that are in accordance with Mutual Standard 16: Fences, Wrought Iron and Mutual Standard 17: Patio Gates and Courtyard Doors as to match any existing gate.
- **4.4** Wrought iron fencing constructed in accordance with Mutual Standard 16: Fences, Wrought Iron may be incorporated on a block wall as approved by the Manor Alterations Department Division.
- 4.5 Walls may be covered with stucco to match the building. The stucco finish must match the existing texture and color. Grout lines must be flush with existing block prior to stucco application. Brick or tile caps are-may be permissible permitted.
- 4.6 All walls shall be constructed within the approved patio dimensions. Patio slabs shall not be extended without written approval of the Board. All walls shall be constructed on engineered footings. Planting areas between the wall and slab are All walls built will be on or bordering the patio slab. If the patio slab may be extended, the block wall may be at those dimensions. Planting areas between the wall and slab are acceptable in those cases. Maintenance of these planter areas shall become the sole responsibility of the Mutual member.
- **4.7** Lattice <u>or bamboo</u> panels are not allowed on block walls.

5.0 SPRINKLER REVISIONS

- 5.1 Sprinklers will be revised only by the Mutual's designated Landscape crew; the cost of such revisions shall be borne by the Mutual Member.
- 5.2 No sprinklers will be placed inside any patio area by the Mutual's designated Landscape crews, and any systems added shall not be connected to the Mutual-owned system.

6.0 OPENINGS IN WOOD FRAMED PATIO WALLS

- **6.1** The size of openings is optional and must be approved by the Manor Alterations Department Division.
- Openings must be located such as to maintain symmetry along the patio wall. The top of an opening shall be in line with the top of the windows of the manor. The first opening shall set a size and location precedent for any future openings on patio walls on the same side of the building.
- 6.3 The finished openings must match the existing finish on the patio wall. Wood finish trim or brick veneer is not allowed.
- 6.4 —Neighbor Awareness Forms may be required as determined by the Manor Alterations Department Division.



STAFF REPORT

DATE: May 8, 2018

FOR: Board of Directors

SUBJECT: Unoccupied Unit Inspection Policy

RECOMMENDATION

Entertain a Motion to adopt a Resolution revising the Unoccupied Unit Inspection Policy.

BACKGROUND

On November 14, 2008, the Board approved Resolution 01-08-196, establishing the Interior Inspection of Unoccupied Units Policy (Attachment 1). The policy was established due to unoccupied 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 unoccupied units has prompted a review of the current policy. In denial of a claim filed for moisture intrusion and mold damages from an unoccupied unit that had occurred over time, the insurance carrier for the Village, Travelers Property Casualty Company of America, has stated that their policy contains the following clauses: "...we will not pay for loss or damage caused by or resulting from any of the following: continuous or repeated seepage or leakage of water or other liquid, or the presence or condensation of humidity, moisture or vapor that occurs over a period of 14 days or more..." and "...faulty, inadequate or defective maintenance of part or all of any property on or off the described premises."

Since the insurance policy precludes the Mutual from reimbursement for damages that occur due to neglect or lack of maintenance, it is in the Mutual's best interest to conduct regular inspections of unoccupied units. In United Mutual there are currently 70 unoccupied units with an average vacancy of over three years, with the longest being unoccupied for 26 years.

Per the current policy, unoccupied 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 of intended inspection. 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 the current 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. Water leaks, rodent infestation, and mold can create serious problems in a short amount of time; Staff recommends keeping the threshold for inspections at six months. In lieu of the current annual inspections, Staff proposes a complete inspection every six months.

Staff 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...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 unoccupied units has been problematic for both emergencies and non-emergencies. The Mutual's current Key File Program is voluntary. Since access to unoccupied 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 unoccupied units mandatory. When a unit is identified as unoccupied and no key is on file, the services of a locksmith will be employed and the Shareholder will charged all costs related to entry. Failure to provide a key will be subject to referral to the Board for disciplinary action.

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.

FINANCIAL ANALYSIS

Based on the current inventory of unoccupied manors, Staff estimates approximately 430 additional annual administrative staff hours will be required to carry out the purpose of this policy for United Mutual. Total Staff costs, including Security personnel, are estimated to be \$177 for each inspection. Based on current inventory and proposed biannual inspections, total annual costs are estimated to be \$24,800.

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

Reviewed By: Eve Morton, Alterations Coordinator

ATTACHMENTS:

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

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

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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 UNOCCUPIED UNITS

WHEREAS, unoccupied units present a number of concerns to United Mutual and its residents and those concerns increase the longer the unit is unoccupied; it is to the benefit of United and its residents to inspect the condition of units which have been unoccupied 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, May 8, 2018, that the Board of Directors hereby introduces the Unoccupied Unit Inspection Policy;

RESOLVED FURTHER, a unit will be considered unoccupied when no record of occupancy has occurred within a six month period;

RESOLVED FURTHER, when a unit is unoccupied, the owner of record shall file a key with resident services for emergency and maintenance access, if no key is on file, the services of a locksmith will be employed and the costs thereof charged to the member;

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 unoccupied 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 01-08-196 adopted November 14, 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.

MAY Initial Notification

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

ENDORSEMENT (from United Governing Document Review Committee to United Board)

Recommendation to Board to amend the Membership (Stock) Certificate to clarify as to the non-transferability of Membership (Stock) Certificates.

On April 23, 2018, the United Governing Documents Review Committee recommended that the Board amend the Membership (Stock) Certificate to clarify as to the non-transferability of Membership (Stock) Certificates.

By consensus the committee agreed to submit the above endorsement to the Board in May.



At the 4/23/2018 United Governing Documents Review Committee Meeting, the committee made the following recommendation for wording on the envelopes which will house the Stock Certificate:

MEMBERSHIP (STOCK) CERTIFICATE

The enclosed Membership (Stock) Certificate is NONTRANSFERRABLE.

Heirs and beneficiaries must apply for Membership.

Members must be fifty-five (55) or older and meet the financial requirements as imposed by United Mutual from time to time.

KEEP THIS DOCUMENT IN A SAFE PLACE.

MEMBERSHIP (STOCK) CERTIFICATE UNITED LAGUNA WOODS MUTUAL

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

WHEREAS, United, through its volunteer Board of Directors, is responsible for management, maintenance and administration of a residential stock cooperative common interest development (the "Development") under United's governing documents (which include, without limitation, the Occupancy Agreement, Articles of Incorporation, Amended and Restated Bylaws ["Bylaws"], operating rules and Board resolutions) which grant United the authority to manage and govern the affairs of the properties within United, and all applicable law, including the Davis Stirling Act, federal Fair Housing Act ("FHA"), Fair Employment and Housing Act ("FEHA"), and Unruh Civil Rights Act ("UCRA");

WHEREAS, pursuant to Article II, Section 4(h) of the Bylaws, a "Member" is defined as "a Shareholder entitled to Membership in the Corporation as provided herein. Regardless of the number of persons or entities comprising the Shareholder, no Unit shall, at any time, constitute or include more than one Membership in the Corporation. Membership in the Corporation may not be separated from right of exclusive occupancy of the Unit, and shall transfer upon transfer of the Unit;"

WHEREAS, pursuant to Article II, Section 4(i) of the Bylaws, "Membership" is defined as "the legal relationship and status of being a Member of the Corporation, and an entitlement to the rights and privileges appurtenant thereto as defined herein. Membership rights and privileges may be limited, suspended or terminated as provided in the Governing Documents and by applicable law. 'Membership' may also refer to the Members collectively. A Member may not, either individually or jointly with one or more other persons or trusts, have more than one Membership in the Corporation without first obtaining the prior written approval of the Board of Directors. The granting of such approval shall be at the sole discretion of the Board of Directors. Memberships shall consist of persons who have been approved for Membership by the Board of Directors and to whom a Membership Certificate has been issued:"

WHEREAS, pursuant to Article II, Section 4(I) of the Bylaws, a "Shareholder" is 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, or a Trust that has

been approved as a Shareholder in the sole discretion of the Board and pursuant to the terms set forth in the Bylaws;

- **WHEREAS**, Article II, Section 4(m) of the Bylaws states: "The Corporation shall issue a Certificate of Membership upon admission to Membership;"
- **WHEREAS**, pursuant to Article III, Section 1 of the Bylaws, "Only persons at least 55 years of age and who meet the financial requirements and other eligibility requirements as may be established from time to time by the Corporation are eligible for Membership in the Corporation;"
- **WHEREAS**, pursuant to Article III, Section 6 of the Bylaws, a Membership in the Corporation may transfer by last will and testament, intestate succession or trust bequest, only if approved by the Corporation;
- **WHEREAS**, the Bylaws and current Membership (Stock) Certificates utilized by the Corporation do not specify in further detail that a Membership (Stock) Certificate is non-transferrable, whether by will, trust, intestate succession or otherwise, except as provided in Article III, Section 6 of the Bylaws;
- **WHEREAS**, United's Board of Directors has identified the need for further clarification as to the non-transferability of Membership (Stock) Certificates and to confirm/elucidate same by amending the Membership (Stock) Certificate;
- **WHEREAS**, Article 3 of the Articles of Incorporation provides that United shall have and exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Mutual Benefit Corporation Law may now or hereafter have or exercise;
- **NOW, THEREFORE**, be it resolved that the Board of Directors of United has adopted the following Membership (Stock) Certificate, which evidences Membership in the Corporation ("Exhibit A") and does not affect any other covenant, condition, restriction or other rule set forth in United's Governing Documents:

Certificate	No.	

UNITED LAGUNA WOODS MUTUAL

A NON-PROFIT MUTUAL BENEFIT CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA

MEMBERSHIP (STOCK) CERTIFICATE (NONTRANSFERABLE)

membership, in the form of a Members WOODS MUTUAL, a California non-probenefits and privileges of membership, suin the Articles of Incorporation, Bylaws at the Bylaws of said corporation, this mem which shall be due from the record owner any sums due under any occupancy agredistributions to its members except on NONTRANSFERABLE, whether by will, in Article III, Section 6, of the Bylaws of forth in the Bylaws are on file with the sec agent, and on and available from the Lagumember on the same basis as the record	hip (Stock) Certificate, Series of UNITED LAGUNA fit mutual benefit corporation, and is entitled to all of the object to all of the terms, conditions and restrictions set forthed Occupancy Agreement of said corporation. Pursuant to bership is subject to a lien to secure payment of any sumser of this membership for any reason whatsoever, including the ement of said corporation. The corporation may not make dissolution of the corporation. THIS MEMBERSHIP IS the trust, intestate succession or otherwise, except as provided said corporation. A copy of the transfer restrictions as set retary of the corporation, care of the corporation's managing and Woods Village website, and are open for inspection by a design of the corporation. Members may also obtain a copy of upon request and for a reasonable charge from the principal Laguna Hills. California 92654.
signing below. Accordingly, care sho stolen or destroyed. If this certificate is make an affidavit of that fact and may be	o in United Laguna Woods Mutual, held only by those buld be taken to ensure that this certificate is not lost, is lost, stolen or destroyed, the holder will be required to be required to post a bond (or other security), indemnify, tion and/or pay a fee for the issuance of a replacement
Dated:	-
Signature	Signature

UNITED LAGUNA WOODS MUTUAL, a California Nonprofit Corporation

ated:, 2018	By:	
	·	, President
ated:, 2018	Ву:	
	,	, Secretary

As of March 31, 2018



INCOME STATEMENT

ACTUAL

(in Thousands)

TOTAL REVENUE \$10,133

TOTAL EXPENSE 9,403

Revenue over Expense \$729

As of March 31, 2018



Through March, United was better than budget by \$536K primarily due to:

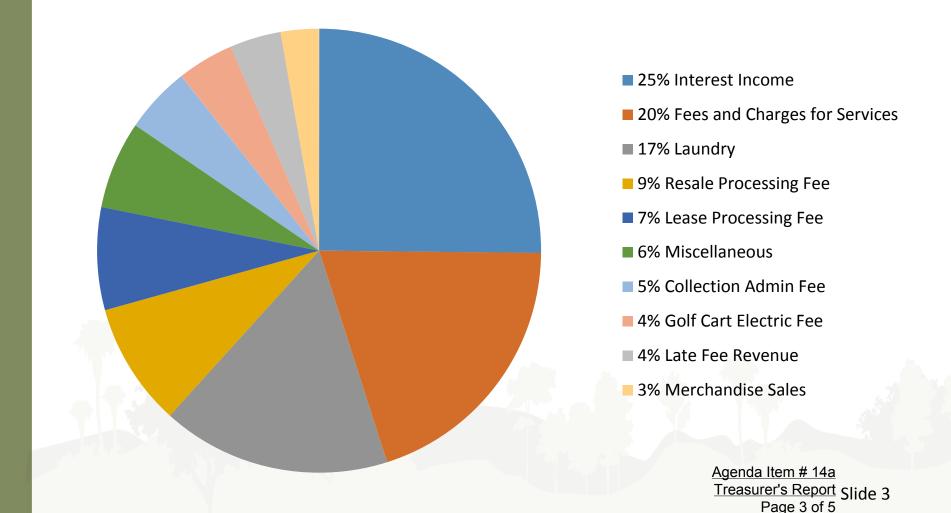
Expenditures

- Building Structure Replacement, funding for this program is on a contingent basis; to date, work has not been required.
- Materials and Supplies, a different less expensive manufacturer of water heaters results in savings
- Employee Compensation and Related due to vacant positions in maintenance; staff is actively recruiting to fill positions.
- Moisture Intrusion, fewer expenditures to date Treasurer's Report Page 2 of 5

As of March 31, 2018



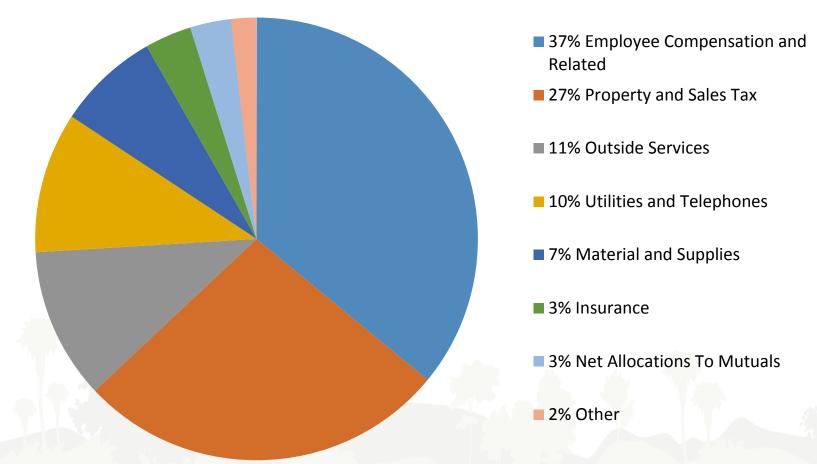
Total Non Assessment Revenues \$347,538



As of March 31, 2018



Total Expenses \$9,403,338



Agenda Item # 14a
Treasurer's Report Slide 4
Page 4 of 5

As of March 31, 2018



NON OPERATING FUND BALANCES	ACTUAL (in Thousands)
BEGINNING BALANCES: 1/1/18	\$22,433
Contributions & Interest	3,042
Expenditures	(2,150)
Current Balances: 3/31/18	\$23.325

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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.

Gary ⁄Morrison, Chair

Monthly Resale Report

PREPARED BY MUTUAL REPORT PERIOD

Community Services Department United April, 2018

	NO. OF RESALES		TOTAL SALES	VOLUME IN \$\$	AVG RESALE PRICE		
MONTH	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	30	43	\$8,824,600	\$10,177,429	\$294,153	\$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	
TOTAL	114.00	154.00	\$32,054,840	\$37,239,059			
MON AVG	28.00	38.00	\$8,013,710	\$9,309,765	\$280,775	\$242,009	
% CHANGE - YTD	-26.0%	ĺ	-13.9%		16.0%		

[%] Change calculated (ThisYear - LastYear)/LastYear

^{*} Amount is excluded from percent calculation

Monthly Resale Report

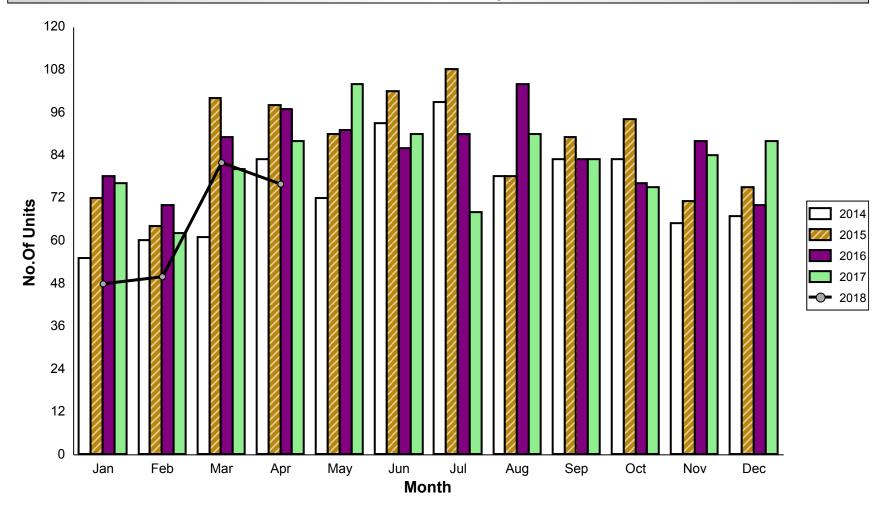
PREPARED BY MUTUAL REPORT PERIOD

Community Services Department All Mutuals April, 2018

	NO. OF F	RESALES	TOTAL SALES	VOLUME IN \$\$	AVG RESALE PRICE		
MONTH	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	77	88	\$29,717,316	\$29,024,579	\$396,231	\$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	257.00	307.00	\$91,264,797	\$95,672,571			
MON AVG	64.00	76.00	\$22,816,199	\$23,918,143	\$359,508	\$310,109	

^{*} Amount is excluded from percent calculation

Resales - 5 Year Comparison





MONTHLY LEASING REP	POR	Т
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Leased

507

Report Period: March-2018

			LEASES	IN EFFECT		Total this	Total last	Total	New Mo	onthly Trans	sactions
MONTH	1 Month *	3 Months	6 Months	12 Months	Renewed	year	year	Expirations	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	<i>4</i> 85				
						-				•	
Monthly							Jan-				
Average	0.3	28.7	43.3	403.7	33.0	509.0	Mar 517.0	41.3	28.7	27.7	1.0
Percentage											

8%

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

6323

New Leases = Units Sublet

Resales Report United Laguna Woods Mutual April, 2018

Close	Manor	Mutua	l Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
04/25/2018	35-D	1	\$257,000	Majorca	FSBO	FSBO	Homestead Escrow
04/09/2018	69-B	3 1	\$155,000	Cadiz	Century 21 Rainbow	Beverly Realty	Granite Escrow
04/09/2018	111-C	; 1	\$248,900	Barcelona	Coldwell Banker	Laguna Premier Realty, Inc	Granite Escrow
04/11/2018	118-O	1	\$220,000	Casa Blanca	HomeSmart Evergreen	Keller Williams Real Estate	Escrow Options Group
04/16/2018	118-C	1	\$299,800	Majorca	Red Point Realty Inc	Laguna Premier Realty, Inc	Granite Escrow
04/02/2018	151-Q	1	\$195,000	Casa Blanca	Platinum Realty & Investments	Big Block Realty	Granite Escrow
04/25/2018	249-D	1	\$245,000	Valencia	McMonigle Group Corp.	Laguna Premier Realty, Inc	Granite Escrow
04/20/2018	281-P	1	\$147,000	Cadiz	TNG Real Estate	Village Real Estate	Granite Escrow
04/30/2018	315-D	1	\$507,000	Cordoba	Laguna Premier Realty, Inc	Re/Pro	Pacific Closing Services
04/11/2018	345-D	1	\$355,000	Majorca	Keller Williams Real Estate	Laguna Premier Realty, Inc	Homestead Escrow
04/19/2018	353-P	1	\$217,000	Casa Blanca	ReMax Premier Realty	Century 21 Rainbow	Granite Escrow
04/02/2018	393-A	. 1	\$460,000	Madrid	Laguna Premier Realty, Inc	Legacy 15 Real Estate	Granite Escrow
04/19/2018	443-F	1	\$295,000	Granada	Keller Williams Real Estate	The Sher Group	Homestead Escrow
04/02/2018	454-A	. 1	\$460,000	Madrid	Prime Realty Grp	Laguna Premier Realty, Inc	Homestead Escrow
04/17/2018	455-C	1	\$375,000	Madrid	No Broker	Coldwell Banker	Granite Escrow
04/16/2018	551-A	. 1	\$235,000	Granada	Freedom First Properties	Freedom First Properties	Homestead Escrow
04/05/2018	591-A	. 1	\$174,000	Cadiz	KONEX REALTY	Coldwell Banker	Granite Escrow
04/06/2018	643-B	3 1	\$189,000	Casa Linda	HomeSmart Evergreen	ReMax	Escrow Options Group
04/24/2018	678-B	3 1	\$213,000	Casa Contenta	HomeSmart Evergreen	Mark Carlson, Broker	Escrow Options Group
04/04/2018	683-A	. 1	\$339,000	Casa Linda	Realty One Group	Star Estates	Homestead Escrow
04/13/2018	707-E	1	\$380,000	Granada	The Uhrik Group	Realty One Group	Homestead Escrow
04/04/2018	789-A	. 1	\$246,000	Casa Linda	Laguna Premier Realty, Inc	HomeSmart Evergreen	Granite Escrow
04/26/2018	802-0	1	\$220,000	Casa Linda	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Granite Escrow
04/25/2018	803-B	1	\$225,000	Casa Linda	HomeSmart Evergreen	Coemini Mortgage	Escrow Options Group

Page 1 of 2

Resales Report United Laguna Woods Mutual April, 2018

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
04/20/2018	880-N	1 1	\$328,000	Casa Linda	REAL ESTATE E-BROKER INC.	HOM Sotheby's	Homestead Escrow
04/12/2018	921-F	1	\$429,900	Granada	HomeSmart Evergreen	HomeSmart Evergreen	Escrow Options Group
04/17/2018	928-O	1	\$342,000	Casa Linda	HomeSmart Evergreen	Coldwell Banker	Escrow Options Group
04/18/2018	2022-D	1	\$367,000	Seville	Century 21 Award	Century 21 Rainbow Realty	Escrow Network
04/13/2018	2043-D	1	\$375,000	Cordoba	Laguna Premier Realty, Inc	Century 21 Rainbow	Granite Escrow
04/30/2018	2130-C	1	\$325,000	Cordoba	Century 21 Award	Keller Williams Real Estate	Escrow Network Group, Inc

Number of Resales: 30

Total Resale Price: \$8,824,600

Average Resale Price: \$294,153

Median Resale Price: \$276,000



OPEN MEETING

REGULAR MEETING OF THE UNITED LAGUNA WOODS MUTUAL ARCHITECTURAL CONTROL AND STANDARDS COMMITTEE Thursday, April 19, 2018 – 9:30 a.m. Laguna Woods Village Community Center Sycamore Room 24351 El Toro Road

REPORT

COMMITTEE MEMBERS PRESENT: Janey Dorrell - Chair, Don Tibbetts, Gary

Morrison, Juanita Skillman, Cash Achrekar

DIRECTORS PRESENT: Manny Amendariz

COMMITTEE MEMBERS ABSENT: Advisor Kay Anderson

ADVISORS PRESENT: Mike Mehrain, Walt Ridley, Ken Deppe

STAFF PRESENT: Kurt Wiemann, Gavin Fogg, 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 Morrison seconded. The Committee was in unanimous support.

4. Approval of the Report for March 15, 2018

The report was approved without objection.

5. Committee Chair Remarks

None

6. Member Comments

None

7. Department Head Update

Mr. Wiemann reported that Staff is stepping up enforcement on unlicensed contractors and are working on updating processes for asbestos cleanup.

UACSC April 15, 2018 Page 2

Staff was directed to put a link to the United Architectural Floor Plans in the Alterations section of the Village website

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. 124-B (Majorca, 8B) - Retain Wooden Patio Cover

Director English made a motion to deny the request to retain the wooden patio cover, have Staff photograph an aluminum cover at 929-A, and bring those photographs to the next meeting to discuss alternate materials and brands of patio covers. The motion passed with a vote of 3 to 1 in favor.

9. Review Architectural Standard 7 - Satellite Dishes

Director Morrison made motion to approve the revised Standard and forward to the Board. Director English seconded. The motion passed with a unanimous vote.

Review Architectural Standard 8 - Patio Block Walls

Director Morrison made motion to approve the revised Standard and forward to the Board. Director English seconded. The motion passed with a unanimous vote.

10. Discuss and Review the Unoccupied Unit Policy

Staff was asked to add to both the resolution and the Staff Report that if key is not provided to gain entrance to an unoccupied unit, a locksmith will be used to gain entrance for inspections and the Member will be billed for that cost.

Director Achrekar made a motion to resubmit this updated policy to the Board and include additional information regarding proposed cost of staff time. Director English seconded. The motion passed with a unanimous vote.

Staff was asked to change "vacant Manor" to "unoccupied unit" throughout the Staff Report and proposed resolution.

11. Discuss and Review the Current Damage Restoration Policy

A motion was made by Director English to have Staff revisit the current policy for the next meeting in order to clarify current procedures and detail on how the policy works so Members are clear on the policy. Director Achrekar seconded. The motion passed with a unanimous vote.

UACSC April 15, 2018 Page 3

President Skillman requested that the age of the old policy be included in future Staff Reports.

Reports:

None

Items for Future Agendas

Updated Resale Inspection Policy

Concluding Business:

12. Committee Member Comments

Several comments were made.

13. Date of Next Meeting - May 17, 2018

14. Adjournment at 11:00 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, April 23, 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, Maggie Blackwell,

and Advisors Bevan Strom and Mary Stone

MEMBERS ABSENT: Betty Parker

OTHERS PRESENT: Directors Cash Achrekar, Janey Dorrell, Carl Randazzo,

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. There were no objections.

4. Approval of Report from the March 26, 2018 meeting

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

5. Chair's Remarks

Chair Skillman informed the committee that there is Realtor Roundtable tomorrow in the Board Room. It will be a question and answer format rather than a presentation format.

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 and Envelope

Discussion ensued regarding wording on the draft of an updated Membership Stock certificate and wording on an envelope to house it.

Some updates were made.

Director Morrison made a motion to approve the revised Membership Stock Certificate and wording for an envelope to house it, with the amendments from the committee, and to send both items to the Board for consideration. Director Blackwell seconded. There were no objections.

9. Review a resolution for a Corporate Members Meeting regarding allowing Non-Members to use GRF facilities and Clarification of Termination of Directors

Attorney Beaumont stated the GRF Bylaws are unclear regarding whether the maximum number of meetings a Director may miss is in the Director's current term or in a twelve month period.

Discussion ensured regarding if maximum meetings missed should result in automatic removal or a vote of the Board and if Corporation Code should be included in the GRF bylaws.

Director Blackwell made a Motion to make a recommendation from this committee to United Board to call a Special Corporate Members meeting to discuss and consider the current version of 6.4.5 in the GRF bylaws regarding automatic vacancy of a Director. Director Morrison seconded. There were no objections.

Discussion ensued regarding the Trust Agreement and the GRF Bylaws and the wording in them regarding who may use GRF facilities

Director Blackwell made a Motion to make a recommendation from this committee to United Board to call a Special Corporate Members meeting to discuss the discrepancy between the Trust agreement, the GRF bylaws, and the current practice of allowing non-members to use GRF facilities. Director Morrison seconded. There were no objections.

10. Review Directors' Code of Conduct in Conflict with Bylaws

President Skillman stated that it should be clarified that if a Director misses three consecutive Board meetings, not committee meetings, they may be subject to removal from the Board, per the United Directors Code of Conduct.

Mr. Beaumont clarified that an Agenda Prep meeting is considered a Board meeting.

Director Blackwell moved to recommend to the United Board to discuss and review, in Closed Session, the United Code of Conduct in regards to what constitutes a violation as it pertains to missed meetings. Director Morrison seconded. There were no objections.

11. Continue Review of Updated Resale Documents

Additional updates were made to the resale documents.

Director Skillman requested that Staff ask Mr. Beaumont if the updates made to the resale documents need to be approved by the Board.

Concluding Business:

12. Committee Member Comments

None

13. Future Agenda Items

- o Investors as Purchasers May
- Review Financial Qualifications Policy- May
- Review and Update of Election Procedures

14. Discuss date of next meeting scheduled for Memorial Day, May 28.

The committee agreed that the next meeting would take place on Wednesday, May 30, at 1:30 p.m.

15. Adjournment at 4:55 p.m.



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

Wednesday, April 25, 2018 – 1:30 p.m. Laguna Woods Village Community Center Board Room – 24351 El Toro Road

MEMBERS PRESENT:

Maggie Blackwell - Chair, Manuel Armendariz, Janey Dorrell,

Pamela Grundke (Advisor)

MEMBERS ABSENT:

None

OTHER DIRECTORS:

Juanita Skillman, Carl Randazzo

STAFF PRESENT:

Bruce Hartley, Larry Hernandez, Bob Merget, Kayla Aninzo

1. Call to Order

Chair Blackwell called the meeting to order at 1:30 p.m.

2. Acknowledgement of Media

No media was present.

3. Approval of the Agenda

The agenda was approved by consensus.

4. Approval of Meeting Report for February 8, 2018

The meeting report for February 8, 2018, was approved by consensus without objection.

5. Chair's Remarks

Chair Blackwell greeted the Committee and those in attendance. She announced the resignation of Advisor Grundke.

Advisor Grundke thanked the Committee, staff, and the community for their support over the last 15 years and wished everyone well.

6. Member Comments (Items Not on the Agenda)

- Richard Rader (270-D) commented on moving schedules and shepherd's crooks fencing.
- Kerry Stiles (921-B) commented on turf maintenance.
- Judith Rizzo (468-D) inquired about mulch and extending stack-block retaining walls.
- Kathleen Rubin (895-A) commented on various landscaping topics.

7. Response to Member Comments

Staff Officer Bruce Hartley commented that staff is working with Security and the Maintenance and Construction Division to evaluate shepherd's crooks locations. Additional landscape will be added upon completion of the projects.

Larry Hernandez, Landscape Manager, commented that the mowing schedule is currently on a

United Mutual Landscape Committee Meeting April 25, 2018 Page 2 of 5

two week cycle. He commented that residents should request supervisor contact through Resident Services to address any questions or concerns.

Director Armendariz commented on turf maintenance issues.

Director Skillman commented on United's upcoming budget meeting. Shepherd's crooks and additional landscape services are topics of interest for next year.

8. Department Head Update

Bruce Hartley, General Services Director, commented that tree management and solar panels will be discussed at the next meeting. Landscaping crews have re-landscaped the center median on Calle Aragon by the Performing Arts Center. The OCFA notified staff of potential grants available to provide funding for the education of residents on increasing defensible space. Arbor Day will be held at the Aliso Creek bridge on Friday, April 27, 2018, at 10 a.m. A sycamore tree will be planted to replace a tree that was previously removed.

Consent:

None

Reports:

None

<u>Items for Discussion and Consideration:</u>

9. Bluebird Boxes in United Mutual Trees

Chair Blackwell expanded on the history of bluebird boxes in the Village and outlined a non-regulation, non-participation stance for United Mutual. She commented that United Mutual has no records of any regulations or documentation on bluebird boxes.

Director Skillman commented that the policy has always been 'no policy'. Director Dorrell commented that the GRF Community Activities Committee took no action on the topic.

Several members commented on this item:

- Katerina Pedersen (674-P) submitted a letter to the Committee in favor of keeping the status quo.
- Judy Rizzo (468) commented on the history of bluebird boxes.
- Danny Henson (325-Q) commented on bluebird boxes.
- Richard Rader (270-D) commented on bluebird boxes in favor of keeping the status quo.

Director Skillman made a motion to take no action at this time. Director Armendariz seconded the motion. The motion passed unanimously.

Chair Blackwell suggested that advice and services be offered by people interested in the welfare of the bluebirds. She stated that all residents are to respect the property of others wherever situated.

10. Landscape Maintenance Manual Update

The Landscape Maintenance Manual (Manual) is a guide for residents of Laguna Woods Village, intended to educate and assist them on a wide variety of landscape topics in. Bruce

United Mutual Landscape Committee Meeting April 25, 2018 Page 3 of 5

Hartley presented the updated document and sought input from the Committee.

Chair Blackwell commented that she is pleased with update and commented that routine schedules for landscape are available online on the Village website.

Director Armendariz made a motion to accept the Landscape Maintenance Manual as drafted. Director Dorrell seconded the motion. The motion passed unanimously.

Director Dorrell commented on the inconsistent naming of United Mutual in the Manual.

Chair Blackwell commented that resolutions should be kept unamended to preserve as passed.

11. Species Specific Tree Trimming

Bob Merget, Tree Supervisor, outlined the initial tree species specific trimming program. Tree trimming is currently on a 34-month cycle. The desired annual streetlight clearance trimming can be achieved by delaying the trimming for slower growing tree species. Staff is in the process of collecting data, noting trees that are affecting streetlights, using the ArborPro tree inventory software.

Director Dorrell asked if trimming trees near solar panels can be implemented into the proposed program.

Chair Blackwell suggested that the proposed program be accepted 'as is'; adding to the budget as needed as the program develops.

Mr. Hartley commented that staff has yet to discuss tree management near solar panels. Staff will bring back to the Committee when needed to modify the Species Specific Tree Trimming program.

Director Skillman made a motion to accept option two: to fully prune all trees associated with streetlights annually. Director Armendariz seconded the motion. The motion passed unanimously.

12. Tree Removal Requests

After member input at the meeting on the tree removal requests, the Committee tour followed and was attended by Chair Blackwell, Director Armendariz, and Director Dorrell.

a. 2152-B Ronda Granada (Kim) – Ash (2), Star Pine, and Weeping Fig George Lefebvre (2152-A) submitted a letter and pictures to the Committee in favor of the removal of the trees.

Ronald Drauden (2152-O) spoke against the removal of the trees.

Director Randazzo commented on tree roots and building structures.

Director Armendariz commented on the Committee's reasons for removal.

Chair Blackwell commented that tree removals are always judiciously reviewed against the Mutual's Tree Removal guidelines.

Recommendation: the Committee recommended the denial of the request to remove the ash tree at 2152-A, approval of the request to remove the ash tree at 2152-B, approval of the request to remove the star pine tree, and approval of the request to remove the weeping fig tree by a vote of 2-1. Director Armendariz opposed; he was in favor of the removal of all four trees.

The ash tree located at 2152-B was found to be in poor condition with observable decay and a large amount of surface rooting. The ash tree at 2152-A was found to be in fair condition with minor decay and a large amount of surface rooting. There is currently no damaged concrete attributable to either of the trees. The star pine tree and weeping fig tree at 2152-A have begun to cause structural damage to the building. The trees are scheduled to be removed in August 2018.

b. 25-T Avenida Castilla (Shotwell) - Maidenhair Tree

Marianne Foss (25-N) spoke in support for the removal of the tree.

Katerina Pedersen (674-P) spoke against the removal of trees.

Recommendation: the Committee recommended approval of the request to remove the tree by a vote of 2-1. Chair Blackwell opposed. Female trees produce fruit with a very pungent odor and typically are not planted in residential landscape settings. Due to the size and maturity of this particular tree, the negative impacts of the fruit are significant. The tree is scheduled to be removed in August 2018.

c. 594-A Avenida Majorca (Jones) - American Sweetgum

Recommendation: the Committee unanimously recommended approval of the request to remove the tree. At the time of inspection, the tree was found to be in fair condition with a presence of an untreatable bacterial disease called xylella. The tree is growing in close proximity to the foundation of the building and will likely lead to structural damage. The tree is scheduled to be removed in August 2018.

Items for Future Agendas:

13. Landscape Revitalization Project (June)

14. Tree Management Policy (June)

Concluding Business:

15. Committee Member Comments

Director Armendariz commented that he was pleased with the progress made and the efficiency of the meeting.

Director Skillman commented that the Committee reviews tree removals thoroughly. The Committee is almost always in favor of keeping the tree.

Director Dorrell commented that the Committee likes to save trees.

Chair Blackwell thanked everyone for a cordial meeting.

United Mutual Landscape Committee Meeting April 25, 2018 Page 5 of 5

16. Date of the Next Meeting – June 14, 2018

The date of the next meeting of the United Laguna Woods Mutual Landscape Committee is scheduled for Thursday, June 14, 2018 at 9:00 a.m. in the Board Room of the Corporation's principal offices, 24351 El Toro Road, Laguna Woods, California.

17. Adjournment

There being no further business, Chair Blackwell adjourned the meeting at 2:53 P.M.

Maggie Blackwell, Chair

United Landscape Committee

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OPEN MEETING

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

Wednesday, April 25, 2018 - 9:00 a.m.
Laguna Woods Village Community Center Board Room
24351 El Toro Road

MEMBERS PRESENT: Don Tibbetts – Chair, Gary Morrison, Pat

English, Juanita Skillman, Janey Dorrell, Carl

Randazzo

MEMBERS ABSENT: Advisor Del Ng

ADVISORS PRESENT: Jack Bassler

STAFF PRESENT: Ernesto Munoz – Staff Officer, Guy West, Mark

Stal, Siobhan Foster, Laurie Chavarria

1. Call to Order

Chair Tibbetts called the meeting to order at 9:06 a.m.

2. Acknowledgement of Media

Chair Tibbetts noted no members of the media were present.

3. Approval of the Agenda

The agenda was approved as written.

4. Approval of Meeting Report for February 28, 2018

The Meeting Report for February 28, 2018 was approved as written.

5. Chairman's Remarks

Chair Tibbetts remarked on the absent and added members to today's Committee meeting.

6. Member Comments - (Items Not on Agenda)

There were no member comments.

7. Department Head Update

Ernesto Munoz did not provide an update.

Consent:

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

- 8. Project Log
- 9. Maintenance Programs Reports
- 10. Expenditures Report & Variance Explanations
- 11. Toilet Replacement Report
- 12. Copper Pipe Supply Line Leak Report

The Project Log and Toilet Replacement Report were pulled for discussion. A motion was made and unanimously carried to approve all items listed in the Consent Calendar.

Item #3: Director Skillman commented on the project log descriptions and that some statuses needed to be updated.

Director Skillman commented on toilet and angle stop/valve replacements and asked if low flow toilets were being replaced upon resale.

Dick Rader (270-D) commented on interior preventive maintenance.

Ernesto Munoz briefly responded to all comments and questions.

Reports:

13. Appliance Disbursement Appeal for 2147-B

Chair Tibbetts summarized the report and asked for discussion. Directors Dorrell and Skillman commented on their knowledge of the Appliance Policy.

Mr. Michael Mehrain of 2147-B stated that he inquired about the disbursement in March, 2018 and was told by Resident Services that he did not qualify for disbursement due to his failure to return the Mutual owned appliances.

Mr. Mehrain, an advisor to the ACSC, requested staff review his disbursement request. Staff confirmed that although the appliances in his unit were beyond the

serviceable life, he did not meet the eligibility requirements of the policy, specifically his failure to return the Mutual owned appliances (§3.3 & 4.6), and subsequently denied his request. Mr. Mehrain has appealed that decision

The following sections of the Appliance Policy state the qualifications for disbursement, and apply in this case:

- §3.3 All Mutual owned appliances are required to be returned to the Mutual upon replacement.
- §3.4 Appliances installed within the dwelling units by the Mutual remain the sole property of the Mutual.
- §3.6 The Mutual will pick up any Mutual-owned appliance, at the Mutual's expense and at no charge to the Member.
- §4.6 All Mutual owned appliances are required to be returned to the Mutual upon replacement. The Mutual will pick up a standard appliance upon request.

Cash Achrekar (201-E) commented on the residual value of the appliances.

A motion was made to recommend that the Board uphold staff's recommendation and deny the appeal. By a vote of 3/1/0 (Director Dorrell opposed), the motion carried.

14. Shepherd's Crook Installation for 2018

Ernesto Munoz and Guy West summarized the report and addressed questions from the Committee.

Discussion ensued regarding the wall height near Gate 5, fencing near Aliso Creek and the shopping center, priority locations for additional security, homelessness, the look and cost of Shepherd's Crook, alternatives to the standard Shepherd's Crook installation, statistics for the quality of the deterrent, the low wall and areas with no vegetation along Laguna Hills Drive, amount of linear feet of low walls, creation of a taskforce to review locations, alternatives and costs, and security patrols.

Dick Rader (270-D) – commented on a vegetation barrier in place of Shepherd's Crook.

Bill O'Dowd (761-B) – commented on areas of cut barbed wire along Gate 1 to Paseo de Valencia.

By consensus, staff was directed to evaluate options and bring back alternative deterrents to the next meeting.

15. Appliance Policy Revision

Mark Stal summarized the proposed revisions to the current policy, and addressed questions from the Committee.

During normal appliance replacement activities, staff encounters countertops or cabinets that have been altered by the resident. The current policy does not allow staff to install standard appliances where alterations are present. Staff is only allowed to drop off the new appliance for installation by the resident. This was a result of potential damage that could occur to the alteration countertops and cabinets during installation of the appliance.

Additionally, in other to provide more flexibility, some residents request that appliances be offered in various finishes. When residents have existing appliances of a certain finish they often wish to match the finish on the new appliance being installed.

Currently, the white and black finishes available are limited on certain appliances. This proposed policy revision will allow the resident to receive a standard appliance in white, black or stainless steel that will be maintained by the mutual, and match existing appliances.

Discussion ensued regarding the contract with GE, warranties, appliance manufacturers, and third party appliance repair.

A motion was made and unanimously carried to recommend that the Board approve the revisions to the appliance policy to allow standard Mutual appliances to be installed by staff with a signed waiver when alteration countertops & cabinets are present. In addition, allow standard appliances to be offered in white, black and stainless steel with the member paying any cost differential between the lowest cost finish and their chosen finish.

By consensus, staff was directed to provide the difference in cost for staff to repair and stock parts for multiple standard appliance brands versus the cost for an outside vendor to provide appliance repair. Staff will bring this information back to a future Committee meeting.

16. Pipe Leak Remediation (oral discussion)

Discussion ensued regarding waste line and supply line remediation, the total cost of the restoration from various types of leaks and angle stop replacement.

Ernesto Munoz spoke about leak trends, associated costs for waste lines, supply lines and other types of leaks and answered questions from the Committee.

Staff will provide costs during the upcoming budget meeting for possible replacement of angle stops during the supply line remediation by an outside

vendor, and the cost to complete the waste line remediation program in 7 years, which could possible include adding staff to monitor the enlarged scope of the program.

Chair Tibbetts stated that any changes to the waste line remediation program will be discussed at the budget meeting in May.

Items for Future Agendas:

Copper Pipe Supply Line Leak Report (August, and December 2018)

Concluding Business:

Committee Member Comments

There were no Committee Member Comments.

Date of Next Meeting – June 27, 2018

Adjournment

The meeting was adjourned at 11:16 a.m.

DRAFT

Don Tibbetts, Chair