



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

**Tuesday, June 12, 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 Achrekar**
- 3. Acknowledge Media**
- 4. Approval of Agenda**
- 5. Approval of the Meeting Minutes**
 - a. May 8, 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 Liberatore**
- 10. CEO Report**
- 11. Consent Calendar - *All matters listed under the Consent Calendar are recommended for action by committees and will be enacted by the Board by one motion. In the event that an item is removed from the Consent Calendar by members of the Board, such item(s) shall be the subject of further discussion and action by the Board.***

a. Architectural Control and Standards Committee Recommendations:

(1) Approval Recommendation – 704-B (Valencia, 9) – Non-Standard Entry Door, Bathroom Split and Enclosure Atrium

(2) Approval Recommendation – 707-B (Granada, 10A) – Room Addition on Front Patio

b. Finance Committee Recommendations:

(1) Approval of Resolution to Record Lien against Member ID; 947-449-77

(2) Approval of Resolution to Record Lien against Member ID; 947-407-49

12. Unfinished Business

- a. Entertain a Motion to Adopt an Appliance Policy Revisions **(30 day notification to comply with Civil Code §4360 has been satisfied)**
- b. Entertain a Motion to Adopt Revised Alteration Standard 7 – Satellite Dishes **(30 day notification to comply with Civil Code §4360 has been satisfied)**
- c. Entertain a Motion to Adopt Revised Alteration Standard 8 – Block Walls **(30 day notification to comply with Civil Code §4360 has been satisfied)**
- d. Entertain a Motion to Adopt a Resolution for Interior Inspection of Unoccupied Units **(30 day notification to comply with Civil Code §4360 has been satisfied)**
- e. Entertain a Motion to Adopt the Resale Correction Policy **(30 day notification to comply with Civil Code §4360 has been satisfied)**
- f. Entertain a Motion to Adopt a Resolution on a Policy for Alteration of Soffits and Suspended Ceilings **(30 day notification to comply with Civil Code §4360 has been satisfied)**
- g. Entertain a Motion to Adopt a Resolution for an Alterations Standard 1: General Requirements **(30 day notification to comply with Civil Code §4360 has been satisfied)**
- h. Entertain a Motion to Adopt Revisions for Alteration Standard 6: Air Conditioning **(30 day notification to comply with Civil Code §4360 has been satisfied)**

13. New Business

- a. Entertain a Motion to Introduce Revisions to the United Architectural Standard 10: Dishwasher (**JUNE initial notification-must postpone 30-days (August) to comply with Civil Code §4360**)
- b. Entertain a Motion to Rescind United Architectural Standard 21: Patio Covers; Wood (**JUNE initial notification-must postpone 30-days (August) to comply with Civil Code §4360**)
- c. Entertain a Motion to Introduce a Resolution for a Dumpster Policy
- d. Entertain a Motion to Introduce a Resolution for Amending the Current Resale Documents (**JUNE initial notification-must postpone 30-days (August) to comply with Civil Code §4360**)
- e. Entertain a Motion to Call a Special Meeting of the Corporate Members to Discuss Section 6.4.5 of the GRF Bylaws as it pertains to the Automatic Removal of Directors and the Discrepancy in the GRF Bylaws and Trust Agreement as it Pertains to the Use of the GRF Facilities by Non-Members

14. Committee Reports

- a. Report of the Finance Committee / Financial Report – Director Morrison
Next meeting July 31, 2018, 2:00 p.m. in the Sycamore Room.
- b. Report of the Architectural Control and Standards Committee – Director Dorrell. Next meeting June 21, 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 June 28, 2018, 9:00 a.m. in the Willow Room.
- e. Report of the Governing Documents Review Committee - President Skillman. Next meeting June 25, 2018, 2:00 p.m. in the Sycamore 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 June 14, 2018, 4:00 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 July 12, 2018, 1:30 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 June 18, 2018, 1:30 p.m. in the Board Room.
 - Thrive Project Task Force – June 20, 2018, 9:30 a.m. in the Cypress Room
- e. Report of the Mobility and Vehicles Committee—Director Achrekar. Next meeting August 1, 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 June 20, 2018, 9:00 a.m. in the Board Room and 1:00 p.m. in the Pine Room
- g. Report of the Disaster Preparedness Task Force – Director Morrison. Next meeting June 26, 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.*

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) May 8, 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, May 8, 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, May 8, 2018, at 9:30 a.m. at 24351 El Toro Road, Laguna Woods, California.

Directors Present: Juanita Skillman, Janey Dorrell, Don Tibbets, Maggie Blackwell, Gary Morrison, Cash Achrekar, Manuel Armendariz, Pat English, Carl Randazzo and Andre Torng

Directors Absent: Reza Bastani

Staff Present: Siobhan Foster, Christine Spahr, Eileen Paulin, Kurt Weimann, Cheryl Silva and Whitney Thornton

Others Present: VMS: Dick Rader, Mary Stone
Third Mutual: Bill Walsh

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 Morrison 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 Dorrell made a motion to approve the agenda as presented. Director Blackwell seconded the motion and passed by unanimously.

5. Approval of Minutes

5a. April 10, 2018 – Regular Open Session

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

6. Report of the Chair

President Skillman made no comments.

7. Open Forum

Members made comments on the benefits of the LWV Foundation, draining standing water to avoid mosquitos, valuable information in The Globe, a new device to prevent toilet overflows, and reporting illegal decals and unauthorized real estate signs.

8. Responses to Open Forum Speakers

Several Directors responded to Member comments.

Director Achrekar appreciates the work of the LWV Foundation. Security is authorized to remove unauthorized tags from vehicles.

Director Skillman commented there is a residential sign ordinance in place and residents should call Resident Services with the name of the Real Estate Agent to have the signs removed.

9. Update from VMS - Director Stone

Director Stone gave an update from the VMS Board meetings. At the last two meetings, Marketing & Communication and Maintenance & Construction Directors gave a department updates. Business Planning meeting are upcoming. The Real Estate Roundtable was successful. The next meeting will be Wednesday, May 16, 2018 at 9:00 a.m. in the Willow Room.

10. CEO Report

Siobhan Foster, COO, reported on the following subjects:

- SCE update on replacement of the underground electrical cable to improve service in Laguna Wood Village;
- Upcoming Recreation and Special Events;
- Laguna Woods Art Association recently changed out the art work in Village and Community Buildings;
- Gate 1 - new right turn only lane;
- Queuing System in the Lobby;
- Handyman Program will be launched within the next 30 days;
- Indoor Cycling Program will begin at Clubhouse 5;
- Renovation of the Gatehouses, 4, 10, 11 and 12;
- Security Vehicles Mobile Computer Program will be installed in all vehicles soon; and
- Gate 12 Paddle Tennis/Pickleball Contract was awarded.

11. Consent Calendar

Juanita Skillman removed item 11e. from the consent calendar and moved it to agenda item 13f.

11a. Architectural Control and Standards Committee Recommendations:

- (1) Denial recommendation - 124-B (Majorca, 8B) Retain Wooden Patio Cover

RESOLUTION 01-18-41
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.

11b. 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

RESOLUTION 01-18-42
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.

(2) 25-T Avenida Castilla (Shotwell) – Approve Removal of Maidenhair Tree

RESOLUTION 01-18-43
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.

(3) 594-A Avenida Majorca (Jones) – Approve Removal American Sweetgum Tree

RESOLUTION 01-18-44
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.

(4) Approval of Updated Landscape Manual

11c. Maintenance & Construction Committee Recommendations:

(1) Denial of an Appeal for Appliance Disbursement (2147-B)

11c. Finance Committee Recommendations

(1) Approval of Resolution to Record Lien against Member ID 947-396-02

RESOLUTION 01-18-45

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.

11e. Updated GRF and Committee Appointments

Director Dorrell made a motion to approve the Consent Calendar with the exception of item 11e. Updated GRF and Committee Appointments. The motion was seconded by Director English and the motion passed by unanimously.

12. Unfinished Business

12a. 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)

Director Blackwell, Secretary of the Board, read the following resolution:

RESOLUTION 01-18-46 **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.

FEBRUARY Initial Notification
30-day notification to comply with Civil Code §4360 has been satisfied.

Director Tibbetts made a motion to adopt the resolution endorsing the handyman program and setting policy. The motion was seconded by Director Armendariz.

Discussion ensued among the Directors.

The Board took a 5 minute recess.

Director Blackwell called for the question and the motion passed by a vote of 8-1-0 (Director Torng opposed)

13. New Business

13a. Entertain a Motion to Approve an Appliance Policy Revision (MAY initial notification-must postpone 30-days (June) to comply with Civil Code §4360)

Director Blackwell, Secretary of the Board, read the following resolution:

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 introduces 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. 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; 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.

Director Blackwell made a motion to introduce a resolution approving an appliance policy revision for 30-day review. The motion was seconded by Director Tibbetts.

Discussion ensued among the Directors.

Director Randazzo made an amendment to add "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" to the resolution. The amendment was seconded by Director Blackwell and it passed by unanimous consent.

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

13b. 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)

Director Blackwell, Secretary of the Board, read the following resolution:

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.

Director Blackwell made a motion to introduce a resolution for alteration standard 7: Satellite Dishes for 30-day review. 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 7-1-1-(Director Tibbetts opposed, Director Torng abstained).

13c. 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**)

Director Blackwell, Secretary of the Board, read the following resolution:

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.

Director Blackwell made a motion to introduce a resolution for alteration standard 8: Patio Block Walls for 30-day review. The motion was seconded by Director Randazzo.

Discussion ensued among the Directors.
Kurt Weimann answered questions from the Board.

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

13d. 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)

Director Blackwell read the following resolution:

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 Shareholder 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 to gain access to the unit and the costs thereof charged to the Shareholder;

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

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

RESOLVED FURTHER, if the Shareholder 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 Shareholder 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.

Director Blackwell made a motion to re-introduce a resolution for the vacant manor policy for 30 day review. The motion was seconded by Director English.

Discussion ensued among the Directors.

Director Randazzo requested to add "locksmith will be employed to gain access to the unit."

Director Skillman requested we change owner to shareholder and the word Unit(s) should be capitalized throughout the resolution.

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

13e. Entertain a Motion to Adopt a Resolution for Modifying the Current Membership Certificate and Wording for an Envelope to House it

Director Blackwell, Secretary of the Board, read the following resolution:

RESOLUTION 01-18-47
RESOLUTION FOR MODIFICATION AND ADOPTION OF
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(l) 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-transferable, 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:

Director Blackwell made a motion to adopt a resolution for modifying the current membership certificate and wording for an envelope to house it. The motion was seconded by Director Randazzo.

Discussion ensued among the Directors.

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

13f. Updated GRF and Committee Appointments

RESOLUTION 01-18-43

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 Mehraim, 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 Dickinson, 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 (3)

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 01-18-44

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.

Director Blackwell made a motion to accept the resolution updating the Committee Appointments. Director English seconded the motion and the motion passed by a vote of 8-0-1 (Director Torng abstained).

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 will be 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 will be May 17, 2018, 9:30 a.m. in the Sycamore Room.

14c. Report of the Communications Committee – President Blackwell gave a report from the Communications Committee meeting. Please submit articles for The Breeze to Director Blackwell.

14d. Report of Executive Hearings Committee - President Skillman gave a report from the last Executive Hearings Committee. Next meeting will be May 24, 2018, 9:00 a.m. in the Willow Room.

14e. Report of the Governing Documents Review Committee - President Skillman reported that the Committee discussed stock certification updates and resale documents at the last Governing Documents Review Committee meeting. Next meeting will be May 30, 2018, 1:30 p.m. in the Sycamore Room.

14f. Report of the Landscape Committee - Director Blackwell gave a report from the last Landscape Committee meeting. A Sycamore Tree was planted by the Aliso Creek on Arbor Day. Aliso Creek is controlled by various agencies. Individuals interested in serving as advisors should submit an applications to Director Blackwell. The next meeting will be June 14, 2018, 9:00 a.m. in the Board Room.

14g. Report of the Maintenance & Construction Committee - Director Tibbets reported on the last Maintenance & Construction Committee meeting. The Committee discussed shepherds crooks, water leaks, epoxy lining of sewer lines. The Pre-Budget Meeting is scheduled for May 22nd. Next meeting will be June 27, 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. Next meeting will be May 10, 2018, 4:00 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. The Committee discussed Golf Cart Procedures. Next meeting will be June 18, 2018, 9:30 a.m. in the Board Room.

Director Morrison made a motion to raise the golf cart plug-in fee from \$120 to \$150 to standardize the fee that GRF charges to be brought before the Board at the next meeting. The motion was seconded by Director Dorrell. The motion passed by a vote of 7-1-1 (Director Torng opposed)

15b. Report of the Community Activities Committee—Director Dorrell gave highlights from the last GRF Community Activities Committee meeting and announced upcoming events. Next meeting will be 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 will be June 13, 2018, 9:30 a.m. in the Board Room.

15d. Report of the Media and Communication Committee—Director Blackwell gave highlights from the last GRF Media and Communication Committee meeting. Next meeting will be May 21, 2018, 1:30 p.m. in the Board Room.

- Thrive Project Task Force – Next meeting May 16, 2018, 9:30 a.m. in the Cypress Room

15e. Report of the Mobility and Vehicles Committee—Director Achrekar 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 June 28, 2018, 1:30 a.m. in the Board Room.

- Laguna Woods Village Traffic Hearings – Director Achrekar gave a reported from the last Traffic Hearings. Next meeting May 16, 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 May 29, 2018, 9:30 a.m. in the Cypress Room.

16. Future Agenda Items

16a. Resolution for a Resale Deposit Policy (**APRIL initial notification-sent back to Committee**)

16b. Resolution for a Soffit and Ceiling Policy (**APRIL initial notification-must postpone 30 days (June) to comply with Civil Code §4360**)

16c. Resolution for an Alterations Standard 1: General Requirements (**APRIL initial notification-must postpone 30 days (June) to comply with Civil Code §4360**)

16d. Revisions to the United Mutual's Standard 6: Air Conditioning (**APRIL initial notification-must postpone 30 days (June) to comply with Civil Code §4360**)

16e. Resolution to Update the Golf Cart Plug-in Fee.

May 8, 2018

17. Director's Comments

Director Randazzo thanked the Board for the opportunity to serve the Community.
Director Torng spoke against the Golf Cart Plug-in Fee change and encouraged better communication between the Directors.
Director Achrekar spoke in favor of the docent tours.

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

The meeting recessed at 12:49 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) March 13, 2018 – Regular Executive Session

CAI Membership

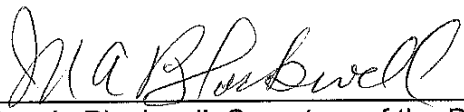
Discuss Disciplinary Cases

Discuss and Consider Contractual Matters

Discuss and Consider Litigation Matters

19. Adjourn

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



Maggie Blackwell, Secretary of the Board
United Laguna Woods Mutual

THE SERVICE

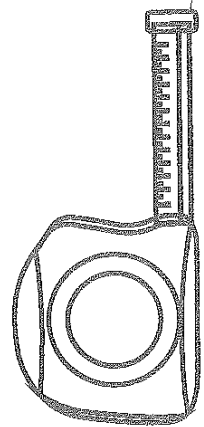
The Service is offered at an annual cost of \$200.

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

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

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

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



Agenda Item # 12a

ATTACHMENT 5

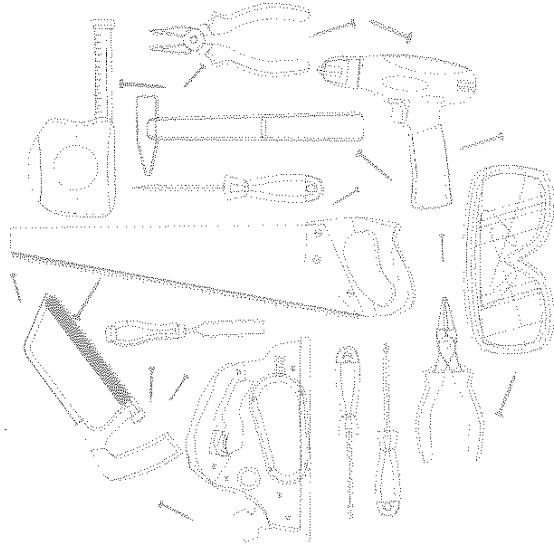
RESIDENT SERVICES

949-597-4600

www.lagunawoodsvillage.com

Handyman Services

DRAFT



UNITED LAGUNA WOODS
MUTUAL

HANDYMAN SERVICES

**Friendly and Experienced
Maintenance Staff**

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



Laguna Woods Village

WHAT IS COVERED?

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

HOW DO YOU JOIN?

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

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

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

Agenda Item # 12a

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

SERVICES

(Alterations & Non-Standard Components)

Assemble Furniture

Cabinets

Closet Doors

Closets

Dishwashers

Drains

Drapery Rods

Drawers

Faucets

Fluorescent Tubes & Light Bulbs

Garbage Disposals

General Electrical

General Plumbing

Lamps

Light Fixtures

Resident Assistance Equipment

Sinks (Kitchen and Bath)

Sliding Glass Doors & Windows

Sliding Screens

Television Mounting

Toilets

Tub and Showers

Vent Fans

Water Heaters

Window and Deck Shades

Change Filters

Flip Mattresses

Hang Pictures

Install Batteries

Install Vacuum Cleaner Bag

Move Furniture or Boxes

Move or Hang Potted Plants

Small Carpentry Jobs

ATTACHMENT 2

Handyman Services Program – Description of Services

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

ATTACHMENT 2

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

The "Personal Services" section describes chore type services.

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

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

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

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

ATTACHMENT 3

**UNITED LAGUNA WOODS MUTUAL
HANDYMAN SERVICES PROGRAM**

SERVICE AGREEMENT

LENGTH OF CONTRACT

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

COST

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

SERVICES

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

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

PARTS

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

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

APPOINTMENTS AND HOURS

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

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

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

TRANSFER TO NEW OWNER

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

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

Agenda Item # 12a

ATTACHMENT 3

EXCLUSIONS AND LIMITATIONS

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

LIMIT OF LIABILITY AND DAMAGES

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

INDEMNIFICATION OBLIGATIONS

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

CANCELLATION

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

Attachment (new enrollees): Description of Services

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

Resident Signature

Manor Address

Date

Print Resident Name

ULWM Agent Signature

Date

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

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

Agenda Item # 12a

ATTACHMENT 4

FAQ SHEET

FREQUENTLY ASKED QUESTIONS:

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

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

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

Q: What is the cost for service?

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

Q: Can I pay with a credit card?

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

Q: How do I join?

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

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

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

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

Q: How many requests can I make for service?

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

Q: Is there a charge per service call?

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

Q: When is the service offered?

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

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

ATTACHMENT 4

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

Q: Can I cancel my Service Agreement?

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

Q: What is covered by the Service Agreement?

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

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

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

**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 ULWM 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 ~~not~~ 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 tThe 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

Agenda Item # 13a

- 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.

Agenda Item # 13a

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.



Manor No: _____
Date: _____

APPLICATION FOR NON-STANDARD APPLIANCE(S)

NAME: _____ PHONE: _____
(*"Mutual Member"*)

ADDRESS: _____

APPLIANCE CHANGE(S) REQUESTED: _____

Disbursement Amount:

		Appliance Cost
		Prorated Material Credit
\$	-	Prorated Material Charge
\$	-	Prorated Labor Charge
\$	-	Service Charge
		Total to be Disbursed to Member

Initial I have read the United Laguna Woods Mutual (ULWM) Appliance Policy and agree to comply with all the restrictions and conditions therein.

Initial I agree that non-standard appliances are considered to be an alteration and subject to the ULWM Alteration Policy.

Initial I agree that all ULWM owned appliances are required to be returned upon replacement.

Initial I agree that a one-time disbursement amount is provided for associated costs shared by ULWM and the Member.

Signature of Mutual Member

Date

<p>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</p>	
FOR OFFICE USE ONLY	
RS Staff: _____	Date: _____
_____ Approved	_____ Denied
Notes: _____	

Date: _____

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ATTACHMENT 3



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

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."

Agenda Item # 13a

Attachment 2



UNITED LAGUNA WOODS
MUTUAL

~~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 **MEMBERS RESPONSIBILITY:** The Member is solely responsible for the maintenance and repair of all alterations to the building. Removal may be required upon sale of a manor, or deterioration of the alteration. Further, Member(s) are expected to provide neighboring residents an estimated timeline for construction, and advance notice of excessive construction-related noise that may occur.~~
- ~~1.3 **CODES AND REGULATIONS:** All work shall comply with applicable local, state, and federal requirements including but not limited to the current edition of the Uniform Building Code.~~
- ~~1. **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~~

Agenda Item # 13b

Sunday, and construction is restricted to 6 months out of every 12 months of the year.

- 1.5 ~~**PLANS:**~~ The Member applying for a Mutual Consent for Manor Alteration(s) shall provide to the Manor Alterations Department a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 ~~**DUMPSITES:**~~ The premises shall be kept free from accumulation of waste materials and/or rubbish caused by the construction work. Member and/or his contractor is responsible for removal of debris and excess material and must leave work areas **"BROOM CLEAN"** daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's dumpsters, if required, must have location approved by the Manor Alterations Department.
- 1.7 ~~**CONTRACTOR:**~~ Installation must be performed by a California licensed contractor of the appropriate trade.
- 1.8 ~~**CONTRACTOR'S CONDUCT:**~~ Member's contractor(s), their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.

2.0 **APPLICATIONS**

- 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 2004).~~
- 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.

Agenda Item # 13b

2.65 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.

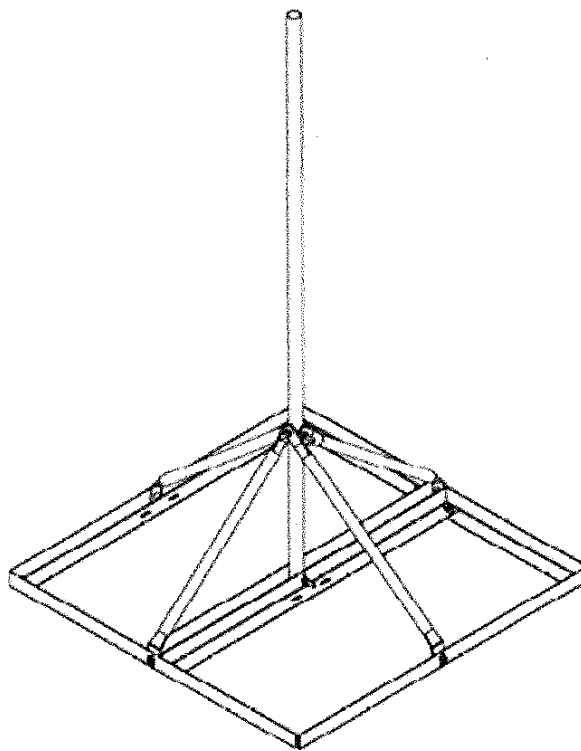
~~3.23.3~~ All satellite dishes shall be installed ~~only~~ within the perimeter of patios, balconies, or on flat roofs.

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 ~~manor 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 ~~manor 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.

Example 1: Non Penetrating Satellite Dish Roof Mount



ATTACHMENT 2

Appliance type	Size	Finish	Model 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

Agenda Item # 13a

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~~ Alterations Department Division.
- 3.6** No block walls will be permitted in Common Area

4.0 APPLICATIONS

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

Agenda Item # 13c

and ~~the~~ location as determined by the Manor Alterations ~~Alterations~~ Department ~~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 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 ~~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 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 Manor Alterations ~~Alterations~~ Department ~~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 Manor Alterations ~~Alterations~~ Department ~~Division~~.



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.

(EXHIBIT A)

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)

THIS CERTIFIES THAT _____, is/are the record owner(s) of one membership, in the form of a Membership (Stock) Certificate, **Series** ____ of UNITED LAGUNA WOODS MUTUAL, a California non-profit mutual benefit corporation, and is entitled to all of the benefits and privileges of membership, subject to all of the terms, conditions and restrictions set forth in the Articles of Incorporation, Bylaws and Occupancy Agreement of said corporation. Pursuant to the Bylaws of said corporation, this membership is subject to a lien to secure payment of any sums which shall be due from the record owner of this membership for any reason whatsoever, including any sums due under any occupancy agreement of said corporation. The corporation may not make distributions to its members except on dissolution of the corporation. **THIS MEMBERSHIP IS NONTRANSFERABLE**, whether by will, trust, intestate succession or otherwise, except as provided in Article III, Section 6, of the Bylaws of said corporation. A copy of the transfer restrictions as set forth in the Bylaws are on file with the secretary of the corporation, care of the corporation's managing agent, and on and available from the Laguna Woods Village website, and are open for inspection by a member on the same basis as the records of the corporation. Members may also obtain a copy of said Articles of Incorporation and Bylaws upon request and for a reasonable charge from the principal office of said corporation, P.O. Box 2220, Laguna Hills, California 92654.

This certificate evidences membership in United Laguna Woods Mutual, held only by those signing below. Accordingly, care should be taken to ensure that this certificate is not lost, stolen or destroyed. If this certificate is lost, stolen or destroyed, the holder will be required to make an affidavit of that fact and may be required to post a bond (or other security), indemnify, defend and hold harmless the corporation and/or pay a fee for the issuance of a replacement certificate.

Dated: _____

Signature

Signature

**UNITED LAGUNA WOODS MUTUAL, a California
Nonprofit Corporation**

Dated: _____, 2018

By: _____
_____, President

Dated: _____, 2018

By: _____
_____, Secretary

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- 704-B (Valencia, 9) - Non-Standard Entry Door, Bathroom Split and Enclose Atrium

RESOLUTION 01-18-XXX
Variance Request

WHEREAS, Mr. Michael Harrity of 704-B Avenida Sevilla, a Valencia style unit, requests Board approval of a variance for the non-standard entry door, bathroom split and atrium enclosure; and

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected Units on May 8, 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 May 17, 2018.

NOW THEREFORE BE IT RESOLVED, on June 12, 2018, the Board of Directors hereby approves the request with the condition that the proposed alterations are constructed in accordance with the Conditions of Approval as attached to the official meeting minutes.

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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- 707-B (Granada, 10A) - Room Addition on Front Patio

RESOLUTION 01-18-XXX
Variance Request

WHEREAS, Mr. Sam Gomsí of 707-B Avenida Majorca, a Granada style unit, requests Board approval of a variance for a room addition on the front patio; and

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected Units on May 11, 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 May 17, 2018.

NOW THEREFORE BE IT RESOLVED, on June 12, 2018, the Board of Directors hereby approves the request with the condition that the proposed alterations are constructed in accordance with the Conditions of Approval as attached to the official meeting minutes.

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

Recording of a Lien

WHEREAS, Member ID 947-449-77; 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, June 12, 2018, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-449-77 and;

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

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RESOLUTION 01-18-XX

Recording of a Lien

WHEREAS, Member ID 947-407-49; 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, June 12, 2018, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-407-49 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: April 25, 2018
FOR: Maintenance and Construction Committee
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 & 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 order 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

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. ULWM will continue to be responsible for service and 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 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 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. 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.
 - 4.7.3 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.

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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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Manor No: _____
Date: _____

APPLICATION FOR NON-STANDARD APPLIANCE(S)

NAME: _____ PHONE: _____
(*"Mutual Member"*)

ADDRESS: _____

APPLIANCE CHANGE(S) REQUESTED: _____

Disbursement Amount:

	Appliance Cost
	Prorated Material Credit
\$ -	Prorated Material Charge
\$ -	Prorated Labor Charge
\$ -	Service Charge
	Total to be Disbursed to Member

Initial I have read the United Laguna Woods Mutual (ULWM) Appliance Policy and agree to comply with all the restrictions and conditions therein.

Initial I agree that non-standard appliances are considered to be an alteration and subject to the ULWM Alteration Policy.

Initial I agree that all ULWM owned appliances are required to be returned upon replacement.

Initial I agree that a one-time disbursement amount is provided for associated costs shared by ULWM and the Member.

Signature of Mutual Member

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

FOR OFFICE USE ONLY

RS Staff: _____ Date: _____

Approved Denied

Notes:



Manor No: _____
Date: _____

UNITED LAGUNA WOODS MUTUAL APPLICATION FOR APPLIANCE CHANGES

NAME: _____ PHONE: _____
(Mutual Member)

ADDRESS: _____

APPLIANCE CHANGE(S) REQUESTED: Refrigerator
STANDARD

STATEMENT OF LIABILITY

The undersigned Mutual Member agrees to the following Mutual Policy regarding appliance replacements: (1) Any new appliances installed in response to this request are the property of United Laguna Woods Mutual; (2) the new appliance will be installed in lieu of the appliance replaced, the appliance removed will be returned to the property inventory (warehouse) and remuneration of this item will be credited to the inventory account; and (3) the new appliance will remain within the manor regardless of any change of occupancy of or sale of interest in the manor, except as expressly authorized by United Laguna Woods Mutual.

Fluctuations in appliance prices may result in price variations. Any electrical cords, receptacles, etc. that may be necessary for mounting and/or hookup of the new appliance will be added to the final cost. The undersigned be responsible for all prorated costs as shown below. Upon receipt of the appliance in the warehouse, an installation appointment will be scheduled with the undersigned. A billing statement for the appliance and all applicable charges will be mailed to the undersigned following the installation of the appliance.

Refrigerator Requested:	\$ -	Appliance Cost
	\$ -	Prorated Material Credit
	\$ -	Prorated Material Charge
	\$ -	Prorated Labor Charge
	\$ -	Service Charge
	\$ -	Total to be Charged to Member

If countertops and/or cabinets are altered/modified in anyway, the appliances will be for
Please initial *Delivery Only*

Special Note: Cancellation of this contract will only be accepted within 30 days of the date
Please initial *noted above. General Electric charges a restocking fee on items returned to the warehouse; this fee is the sole responsibility of the Mutual member upon Mutual Member's cancellation of this order. Failure to cancel within 30 days will result in the full cost of the appliance being posted to the Member's account.*

REFRIGERATORS LARGER THAN THE MUTUAL STANDARD (18.2 CUBIC FEET) WILL BE FOR DELIVERY ONLY
Please initial

Signature of Mutual Member

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, June 12, 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. 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; 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

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

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ATTACHMENT 2

Appliance type	Size	Finish	Model 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

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ATTACHMENT 3



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

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.”

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STAFF REPORT

DATE: June 12, 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, June 12, 2018, that the Board of Directors of this Corporation hereby adopts 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

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

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 MEMBERS RESPONSIBILITY:** The Member is solely responsible for the maintenance and repair of all alterations to the building. Removal may be required upon sale of a manor, or deterioration of the alteration. Further, Member(s) are expected to provide neighboring residents an estimated timeline for construction, and advance notice of excessive construction-related noise that may occur.
- 1.3 CODES AND REGULATIONS:** All work shall comply with applicable local, state, and federal requirements including but not limited to the current edition of the Uniform Building Code.
- 1. WORK HOURS:** Contractors working for residents at individual manors and in carports are permitted to work from 9:00 AM — 5:00 PM Monday through Friday. No work whatsoever shall be permitted on Saturday and

~~Sunday, and construction is restricted to 6 months out of every 12 months of the year.~~

- ~~1.5 **PLANS:** The Member applying for a Mutual Consent for Manor Alteration(s) shall provide to the Manor Alterations **Department** a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.~~
- ~~1.6 **DUMPSITES:** The premises shall be kept free from accumulation of waste materials and/or rubbish caused by the construction work. Member and/or his contractor is responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's dumpsters, if required, must have location approved by the Manor Alterations **Department**.~~
- ~~1.7 **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.~~
- ~~1.8 **CONTRACTOR'S CONDUCT:** Member's contractor(s), their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.~~

2.0 APPLICATIONS

- ~~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.

2.65 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.

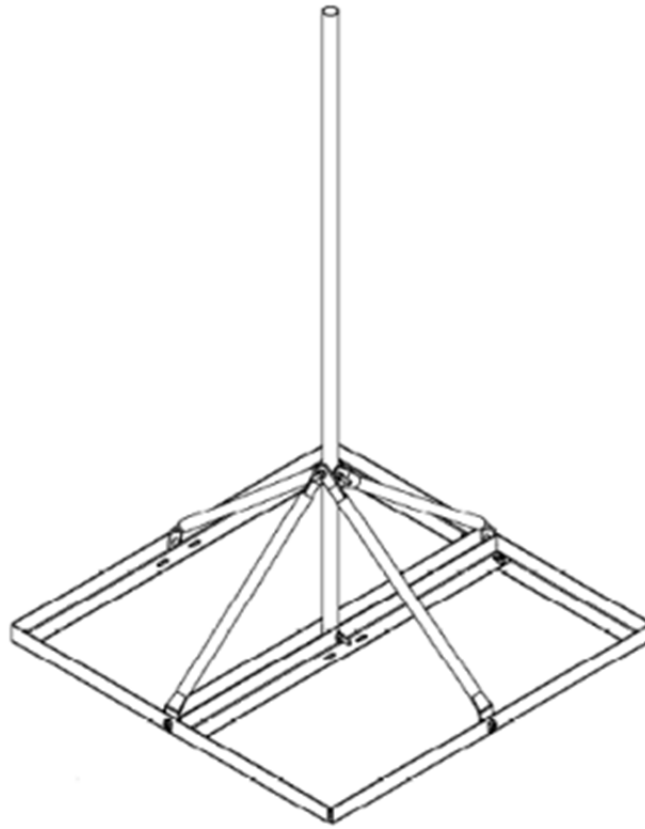
~~3.23.3~~ All satellite dishes shall be installed ~~only~~ within the perimeter of patios, balconies, or on flat roofs.

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 ~~manor 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 ~~manor 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.

Example 1: Non Penetrating Satellite Dish Roof Mount





STAFF REPORT

DATE: June 12, 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, June 12, 2018, that the Board of Directors of this Corporation hereby adopts 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

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



~~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 DepartmentDivision prior to work for adjustments pertaining to this section.
- 3.2 No block wallss will be allowed that will hinder yard drainage.
- 3.3 No block wallss 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~~Alterations DepartmentDivision.

3.6 No block walls will be permitted in Common Area

4.0 APPLICATIONS

- 4.1 No wall shall be over 5 feet in ~~height~~n or under 12 inches in height. Existing patio block walls may be raised or lowered in accordance ~~to~~with these dimensions

and the location as determined by the ~~Manor Alterations~~Alterations
~~Department~~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 ~~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~~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.
- 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 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 ~~Manor Alterations~~Alterations ~~Department~~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 ~~Manor Alterations~~Alterations ~~Department~~Division.



STAFF REPORT

DATE: June 12, 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 be 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, June 12, 2018, that the Board of Directors hereby adopts 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

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



STAFF REPORT

DATE: June 12, 2018
FOR: Board of Directors
SUBJECT: Introduce Resale Correction Policy

RECOMMENDATION

Approve the Resale Correction Policy.

BACKGROUND

This Staff Report and Resolution were reviewed and endorsed by the Architectural Controls and Standards Committee on May 17, 2018.

Article 11(a) of the Occupancy Agreement (Agreement) states "...the Member agrees to repair and maintain the dwelling unit at the Member's own expense..." (Attachment 1) The Agreement goes on to list the items for which the Member is responsible. Article 11(c) states that the Corporation has the right to make the repairs at the Member's expense and the Member must reimburse the Corporation for all repairs performed on the unit.

In response to numerous complaints regarding the condition of units purchased in resale transactions, the Board of Directors approved Resolution No. 308 on November 22, 1977, establishing the Resale Inspection Program.

The policy was established to determine the condition of the unit at the time of resale. It also was used to determine if repairs were necessary to Mutual-maintained items and if unpermitted alterations had been made to the unit. The Resolution states "The inspection will be made prior to close of escrow and after the premises have been vacated." Due to the short time frame between vacating the unit and close of escrow, a deposit program was instituted to ensure the reimbursement of the cost of repairs to the Mutual, should escrow close prior to the inspection and effecting of repairs.

The program has been modified to some extent over the years, most recently on April 8, 2008, when the Board of Directors approved Resolution 01-08-65, Resale Correction Policy, which established an 18-month time requirement for deposit funds to be held for corrections and repairs identified in the resale inspection.

DISCUSSION

Under the current program, when a unit is put on the market for resale, Staff inspects the unit and notes in the inspection report any corrections found. These corrections can be damage to Mutual property, non-maintained alterations, or non-conforming landscape. These items are then listed in the Correction Report which accompanies the First Inspection Report and is provided to both the buyer and seller.

The inspector determines the cost of each correction based upon predetermined costs based on materials and staff chargeable service rates. The seller is responsible for ensuring the necessary repairs or corrections are completed. If the corrections are not made by the final inspection, adequate funds to perform the repairs are withheld; a check is issued to the Mutual at close of escrow as a deposit for the corrections.

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

The current policy states that if the corrections are not completed within 18 months, the funds are to be returned to the seller and the corrections become the sole responsibility of the buyer. With no clear policy on how the corrections are to be completed, the funds are often held for the entire 18 months, creating an unnecessary administrative burden. Staff recommends creating a policy which directly addresses these issues and clarifies the responsible party for corrections and repairs.

If damage has occurred to Mutual property, the seller will be held responsible for the repair. Per Article 12 of the Agreement, the seller will be held responsible for repairs and maintenance of alterations. Since landscaping in the Village is only performed by Staff, non-conforming landscape corrections will be performed by Staff and charged to the seller at chargeable service rates.

To align with Article 11 of the Agreement, Staff proposes to make the seller responsible for all repairs except normal wear of Mutual owned and maintained items as specified in Article 11 (b) of the Agreement. Additionally, Staff proposes to require repair or correction of all items listed in the Correction Report by the close of escrow, per the Agreement. In the proposed policy, as in the current procedures, the resale inspector will note corrections and assign the predetermined cost to correct the deficiencies.

In the event that a Member is unable to ensure the repairs are completed by close of escrow, due to illness or circumstances beyond their control, Staff proposes to allow the buyer to accept responsibility for the repairs. The buyer would be required to sign an acknowledgement of their responsibility to make the repairs and will be given six months to complete the repairs or face disciplinary action by the Board. The seller will be required to provide complete documentation of the illness or extenuating circumstances prior to close of escrow. This variance from policy would require the approval of three Officers of the Board

The proposed Resale Correction Policy (Attachment 2) has been reviewed and approved by legal counsel. To allow ample time to educate the membership, realtors and escrow companies, Staff proposes to make the policy effective September 1, 2018.

FINANCIAL ANALYSIS

None.

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

Reviewed By: Eve Morton, Alterations Coordinator
Ernesto Munoz, P.E., Maintenance and Construction Director

ATTACHMENT(S)

Attachment 1 Excerpts from Occupancy Agreement; Article 11 and 12

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

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EXCERPTS FROM OCCUPANCY AGREEMENT

ARTICLE 11: REPAIRS

(a) By Member. Subject to the terms of any Recognition Agreement, the Member agrees to repair and maintain the dwelling unit at the Member's own expense as follows:

- 1) Any repairs or maintenance necessitated by the Member's own negligence or misuse; and
- 2) Any redecoration of the interior of the dwelling unit; and
- 3) Any repairs or maintenance on any air conditioner installed in the dwelling unit; and
- 4) Any maintenance, repairs and replacements of appliances within the interior of the dwelling unit (including, but not limited to, refrigerators, cook tops, hoods and ovens), and any cabinet modifications/alterations and other upgrades related to the installation of those appliances, that are designated as the responsibility of the Member under the Corporation's "Appliance Policies" adopted on March 11, 2003, as may be amended from time to time; and
- 5) Any repairs or maintenance of all fixtures and other items within the interior surfaces of the perimeter walls, floors and ceilings of the dwelling unit that are designated as the responsibility of the Member under the Corporation's "Summary of Chargeable Maintenance Services" adopted on June 12, 2007, as may be amended from time to time; and
- 6) Any repairs or maintenance of alterations and additions made by the Member (or any predecessor of the Member) in the interior or exterior of the dwelling unit, as described in Article 12 of this Occupancy Agreement.

(b) By Corporation. The Corporation shall provide and pay for all necessary repairs, maintenance and replacements, except as specified in clause (a) of this Article, including but not limited to unaltered kitchen and bath floors and countertops. The officers and agents of the Corporation shall have the right to enter the dwelling unit of the Member in order to effect necessary repairs, maintenance, and replacements, and to authorize entrance for such purposes by employees of any contractor, utility company, municipal agency, or others, at any reasonable hour of the day and in the event of emergency at any time.

(c) Right of Corporation to make repairs at Member's expense.

In case the Member shall fail to effect the repairs, maintenance or replacements specified in clause (a) of this Article in a manner satisfactory to the Corporation and pay for same, the Corporation may do so on behalf of the Member, and upon demand by the Corporation the Member shall reimburse the Corporation promptly upon receipt of a bill for same.

Attachment 1

(d) Payment by Member. The Member shall pay the Corporation for any maintenance, repairs, replacements or other services specified in clause (a) of this Article which are the obligation of the Member to provide, where such maintenance, repairs, replacements or other services are rendered by the Corporation at the request of the Member. The Member agrees to make such payment promptly upon receipt of a bill for same from the Corporation.

ARTICLE 12: ALTERATIONS AND ADDITIONS

The Member shall not make any structural alterations to the interior or exterior of the dwelling unit or to any pipes, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements, or fixtures from the dwelling unit without prior written consent of the Corporation. The Member shall not install or use in the dwelling unit, any air conditioning equipment, washing machine, clothes dryer, electric heater, or power tools without prior written consent of the Corporation. The Member shall remove any such equipment promptly upon request of the Corporation.

Any alterations, additions, fixtures or improvements installed by the Member or any predecessor of the Member, whether within or without the dwelling unit, shall be repaired or maintained by the Member at its own expense and in a manner satisfactory to the Corporation. If the Member should fail to do so, such repairs or maintenance may be performed by the Corporation and upon demand by the Corporation, the Member shall reimburse the Corporation therefor forthwith.

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, June 12, 2018, that the Board of Directors hereby adopts the Resale Correction Policy;

RESOLVED FURTHER, corrections and deficiencies found in the resale inspection will be noted in the report and will be provided to the seller;

RESOLVED FURTHER, the seller will be held responsible for the corrections and deficiencies;

RESOLVED FURTHER, corrections and repairs to Mutual property and assets shall be completed by the close of escrow;

RESOLVED FURTHER, if circumstances beyond the control of the Member prevent them from effecting the corrections, upon approval of three Officers of the Board, the Member may transfer the responsibility of the repairs to the buyer,

RESOLVED FURTHER, that Resolution 01-08-65 adopted April 8, 2008, is hereby superseded in its entirety and no longer in effect; and

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

APRIL Initial Notification
30-day notificaion to comply with Civil Code §4360 has been satisfied.

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STAFF REPORT

DATE: June 12, 2018
FOR: Board of Directors
SUBJECT: Policy for Alteration of Soffits and Suspended Ceilings

RECOMMENDATION

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

BACKGROUND

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

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

DISCUSSION

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

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

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

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

FINANCIAL ANALYSIS

None.

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

Reviewed By: Eve Morton, Alterations Coordinator

ATTACHMENT(S)

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



Resolution 01-18-XXX

Policy for Alteration of Soffits and Suspended Ceilings

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED, June 12, 2018, that the Board of Directors hereby adopts 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

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

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STAFF REPORT

DATE: June 12, 2018
FOR: United Board Members
SUBJECT: Alteration Standard Section 1 - General Requirements

RECOMMENDATION

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

BACKGROUND

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

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

DISCUSSION

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

FINANCIAL ANALYSIS

None

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

Reviewed By: Eve Morton, Alterations Coordinator

ATTACHMENT(S)

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

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RESOLUTION 03-18-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, June 12, 2018, that the Board of Directors of this Corporation hereby adopts the following Standard Section 1 for the General Requirements of all Alteration Standards;

SECTION 1: GENERAL REQUIREMENTS FOR ALTERATION STANDARDS

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

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

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

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

APRIL Initial Notification

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



STAFF REPORT

DATE: June 12, 2018
FOR: Board of Directors
SUBJECT: Revision of Alteration Standard 6 - Air Conditioning Units/Heat Pumps

RECOMMENDATION

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

BACKGROUND

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

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

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

DISCUSSION

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

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

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

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

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

FINANCIAL ANALYSIS

None.

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

Reviewed By: Eve Morton, Alterations Coordinator

ATTACHMENT(S)

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

Attachment 2: Redline of proposed updates to Alteration Standard 6

Attachment 1

RESOLUTION 01-18-XX

Revise Alteration Standard 6 – Air Conditioning Units/Heat Pumps

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

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

NOW THEREFORE BE IT RESOLVED, June 12, 2018, that the Board of Directors of this Corporation hereby adopts the following Alteration Standard 6: Air Conditioning Units/Heat Pumps;

Standard 6 – Air Conditioning Units/Heat Pumps

1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

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

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

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

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

3.0 APPLICATIONS - CENTRAL and DUCTLESS UNITS

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

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

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

APRIL Initial Notification

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

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STANDARD 6 AIR CONDITIONING UNITS/HEAT PUMPS

REVISED AUGUST 1999, RESOLUTION U-99-59

REVISED MARCH 2001, RESOLUTION U-01-14

REVISED DECEMBER 2003, RESOLUTION 01-03-168

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

REVISED SEPTEMBER 2013, RESOLUTION 01-13-171

REVISED MAY 2014, RESOLUTION 01-14-57

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

REVISED APRIL 2018, RESOLUTION 01-18-XXX

1.0 **GENERAL REQUIREMENTS**

See Standard Section 1: General Requirements

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

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

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

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

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

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

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

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

2.4 Window mounted units are prohibited.

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

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

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

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

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

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

3.0 **APPLICATIONS - CENTRAL and DUCTLESS UNITS**

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

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

3.3 Only one outdoor condensing unit per manor is permitted.

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

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

3.6 Roof mounted condensers are prohibited.

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

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

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

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



STAFF REPORT

DATE: June 12, 2018
FOR: Board of Directors
SUBJECT: Revision of Alteration Standard 10 – Dishwashers

RECOMMENDATION

Approve a resolution to introduce revisions to Alteration Standard 10 – Dishwashers.

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 32 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 10 – Dishwashers was last revised in May 1996, via Resolution U-96-62.

On May 17, 2018, the ACSC reviewed this Standard. The Committee voted to recommend the item for approval by the Board.

DISCUSSION

Due to the continued popularity of under-counter dishwasher installations and the impact they have upon the infrastructure of the Village, the ACSC has reviewed the existing standard pertaining to dishwasher installations. The following sections are proposed to be revised as follows:

- §2.1 All cabinets removed or altered to provide for a dishwasher shall be ~~repaired to match existing cabinets~~ considered an alteration.
- §2.2 Counter tops may be raised to accept the height of the new unit and will be considered an alteration.
- §3.1 When a resident installs a unit that matches the current Mutual Standard appliance, ~~G.E. unit~~ it will be maintained by the Mutual after its initial warranty period. Other manufacturers' units will not be maintained by the Mutual at any time.

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

- §2.3 Drain line must have an air gap installed above the counter, over the flood line of the sink or counter top and must be accessible for overflow.

- §2.4** Dishwasher shall be installed a maximum of 4 feet from the electrical source, which shall be on a dedicated circuit and in adjacent cabinet.
- §2.5** The Mutual will not adjust the temperature of a water heater above 120 degrees Fahrenheit.
- §3.2** All Mutual owned appliances are required to be returned to the Mutual upon replacement. Failure to return the appliance will negate the appliance reimbursement.
- §3.3** Mutual members are responsible for ensuring the appliances owned by the Mutual are present in the unit at the time of resale inspection and resale escrow closure. Members are required to check with Resident Services to verify correct appliance model number.
- §3.4** The Mutual will pick up any Mutual-owned appliance, at the Mutual's expense and at no charge to the Member, from the unit to which it is assigned.
- §3.5** The Member is required to contact the Resident Services Department to report the condition of the appliance and request eligibility for replacement.
- §3.6** The Mutual will install standard appliances under altered countertops or cabinets when a waiver is signed.
- §3.7** The Mutual is responsible for repair of standard appliances.

After review of the Standard, the ACSC determined that the following sections should be removed from the Standard:

- ~~**§ 2.3** The color of dishwasher shall match other appliances in the kitchen as closely as possible.~~

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 10 – Dishwashers
Attachment 2: Redline of Proposed Updates to Standard 10 – Dishwashers

Attachment 1

RESOLUTION 01-18-XX

Revise Alteration Standard 10 – Dishwashers

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 10 – Dishwashers.

NOW THEREFORE BE IT RESOLVED, June 12, 2018, that the Board of Directors of this Corporation hereby introduces the following Alteration Standard 10 – Dishwashers;

ALTERATION STANDARD 10 – DISHWASHERS

1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

2.0 APPLICATIONS

- 2.1** All cabinets removed or altered to provide for a dishwasher shall be considered an alteration.
- 2.2** Counter tops may be raised to accept the height of the new unit and will be considered an alteration.
- 2.3** Drain line must have an air gap installed above the counter, over the flood line of the sink or counter top and must be accessible for overflow.
- 2.4** Dishwasher shall be installed a maximum of 4 feet from the electrical source, which shall be on a dedicated circuit and in adjacent cabinet.
- 2.5** The Mutual will not adjust the temperature of a water heater above 120 degrees Fahrenheit.

3.0 PREPARATIONS

- 3.1** When a resident installs a unit that matches the current Mutual Standard appliance, it will be maintained by the Mutual after its initial warranty period. GE non-standard units or other manufacturers' units will not be maintained by the Mutual at any time.
- 3.2** All Mutual owned appliances are required to be returned to the Mutual upon replacement. Failure to return the appliance will negate the appliance reimbursement.
- 3.3** Mutual members are responsible for ensuring the appliances owned by the Mutual are present in the unit at the time of resale inspection and resale escrow closure. Members are required to check with Resident Services to verify correct appliance model number.
- 3.4** The Mutual will pick up any Mutual-owned appliance, at the Mutual's expense and at no charge to the Member, from the unit to which it is assigned.

- 3.5 The Member is required to contact the Resident Services Department to report the condition of the appliance and request eligibility for replacement.
- 3.6 The Mutual will install standard appliances under altered countertops or cabinets when a waiver is signed.
- 3.8 The Mutual is responsible for repair of standard appliances.

RESOLVED FURTHER, that Resolution U-96-62, adopted May 14, 1996 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.

JUNE 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.



~~UNITED LAGUNA WOODS MUTUAL~~

SECTION 10 DISHWASHERS

MAY 1996, RESOLUTION U-96-62

GENERAL REQUIREMENTS REVISED JUNE 2011, RESOLUTION 01-11-104
GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08
REVISED JUNE 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 — **MEMBERS RESPONSIBILITY:** The Member is solely responsible for the maintenance and repair of all alterations to the building. Removal may be required upon sale of a manor, or deterioration of the alteration. Further, Member(s) are expected to provide neighboring residents an estimated timeline for construction, and advance notice of excessive construction-related noise that may occur.~~

~~1.3 — **CODES AND REGULATIONS:** All work shall comply with applicable local, state, and federal requirements including but not limited to the current edition of the Uniform Building Code.~~

~~1.4 — **WORK HOURS:** Contractors working for residents at individual manors and in carports are permitted to work from 9:00 AM—5:00 PM Monday through Friday. No work whatsoever shall be permitted on Saturday and Sunday, and construction is restricted to 6 months out of every 12 months of the year.~~

~~1.5 **PLANS:** The Member applying for a Mutual Consent for Manor Alteration(s) shall provide to the Manor Alterations Department a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.~~

~~1.6 **DUMPSITES:** The premises shall be kept free from accumulation of waste materials and/or rubbish caused by the construction work. Member and/or his contractor is responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily.~~
~~**USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.**~~ Contractor's dumpsters, if required, must have location approved by the Manor Alterations Department.

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

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

2.0 APPLICATIONS

2.1 All cabinets removed or altered to provide for a dishwasher shall be ~~repaired to match existing cabinets~~ considered an alteration.

2.2 Counter tops may be raised to accept the height of the new unit and will be considered an alteration.

~~2.2.3 The color of dishwasher shall match other appliances in the kitchen as closely as possible.~~

~~2.43~~ 2.43 Drain line must have an air gap installed above the counter, over the flood line ~~on~~ the sink or counter top and must be accessible for overflow.

2.46 Dishwasher shall be installed a maximum of 4 feet from the electrical source, which shall be on a dedicated circuit and in adjacent cabinet or a dedicated circuit.

2.57 The Mutual will not adjust the temperature of a water heater above 120 degrees Fahrenheit.

3.0 PREPARATIONS

3.1 If/When a resident installs a unit that matches the current Mutual Standard appliance, G.E. Standard unit GSD3300BB, GSD3300WW, it will be maintained by the Mutual after its initial warranty period. GE non-standard units or other manufacturers' units will not be maintained by the Mutual at any time.

3.2 All Mutual owned appliances are required to be returned to the Mutual upon replacement. Failure to return the appliance will negate the appliance reimbursement.

3.3 Mutual members are responsible for ensuring the appliances owned by the Mutual are present in the unit at the time of resale inspection and resale escrow closure. Members are required to check with Resident Services to verify correct appliance model number.

3.4 The Mutual will pick up any Mutual-owned appliance, at the Mutual's expense and at no charge to the Member, from the unit to which it is assigned.

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

3.6 The Mutual will install standard appliances under altered countertops or cabinets when a waiver is signed.

3.8 The Mutual is responsible for repair for of standard appliances.

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STAFF REPORT

DATE: June 12, 2018
FOR: Board of Directors
SUBJECT: Rescind Alteration Standard 21: Patio Covers; Wood

RECOMMENDATION

Approve a resolution to rescind Alteration Standard 21: Patio Covers; Wood.

BACKGROUND

This item was reviewed and endorsed by the Architectural Controls and Standards Committee on May 17, 2018.

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 32 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 construction methods.

Alteration Standard 21: Patio Covers; Wood was last revised in revised in February, 2008, via Resolution 01-08-19.

DISCUSSION

Dry rot is an ongoing issue throughout the Village. Dry rot is caused by moisture intrusion in untreated wood or sealed wood that has openings in the finish. Moisture penetration under the paint or finish encourages the growth of the dry rot fungi. The fungi damage weakens the affected wood over time if not treated. Dry rot damage can be prevented by keeping the wood sealed and as dry as possible. Incorporating alternative materials to wood in structures such as patio covers would help limit the spread of the fungus.

Staff recommends rescinding Alteration Standard 21: Patio Covers; Wood to eliminate the possibility of future structures being constructed of wood.

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 Rescind Standard 21: Patio Covers, Wood Agenda Item # 13b
Page 1 of 2

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Attachment 1

RESOLUTION 01-18-XX

Rescind Standard 21: Patio Cover, Wood

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

WHEREAS, the Mutual desires to limit the amount of wood products used in the Village, Alteration Standard 21: Patio Covers, Wood should to be rescinded in its entirety.

NOW THEREFORE BE IT RESOLVED, June 12, 2018, that the Board of Directors of this Corporation hereby rescinds Resolution 01-08-19 adopted February 12, 2008; 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.

June Initial Notification

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

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STAFF REPORT

DATE: June 12, 2018
FOR: Board of Directors
SUBJECT: Introduce Dumpster Policy

RECOMMENDATION

Approve the Dumpster Policy.

BACKGROUND

The Board of Directors directed Staff to develop a policy regarding the placement of dumpsters, contractor trailers, and portable storage containers.

On May 17, 2018, the ACSC reviewed this Staff Report and Resolution. The Committee voted to recommend the item for approval by the Board.

DISCUSSION

Due to an increase in resident complaints regarding the placement of dumpsters, contractor trailers and portable storage containers, Staff has developed a policy to provide guidance for Staff when directing contractors in the placement of these items. The policy was developed jointly between the Alterations and Security Divisions. The policy will be implemented by Security personnel with support from the Alterations Division.

Due to the myriad of configurations of streets, cul-de-sacs and parking areas within the Village, a single document stating the exact placement locations is impractical. The intent of this policy is to provide guidelines and restrictions regarding the actual placement of each item to ensure safe and practical placement.

The policy will be available in Resident Services and the Alterations Counter. It will be provided by the Alterations Division to contractors and Members when issuing Mutual Consents. Additionally, the will be posted on the website.

FINANCIAL ANALYSIS

None.

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

Reviewed By: Eve Morton, Alterations Coordinator

ATTACHMENT(S)

Attachment 1: Dumpster Policy

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DUMPSTER POLICY

This policy is intended to regulate the location, identification and maintenance of dumpsters, contractor trailers, and portable storage containers (PODs). All references to dumpsters shall include all of the aforementioned items.

No dumping of building materials, construction/remodeling debris, carpet, or large, bulky items is allowed in/around any trash receptacle provided by Laguna Woods Village. It is the resident's responsibility to ensure such materials are properly removed from the community by themselves or their contractor. This rule applies to residents performing their own work, contractors, vendors, service companies, and delivery personnel.

Dumpsters may be permitted with the following conditions:

- 24 hour notice is given to Security @ 949-580-1400; provide building, unit number, and the name of resident.
- Dumpster must be clearly marked, by the contractor or Member, with the unit number from which the debris is sourced.
- Location of dumpster must be authorized by the on-duty Watch Commander or designee.
- Dumpster must be covered at the end of each work day. The area around the dumpster shall be kept clean and free of debris and dirt.
- Resident/Owner shall be responsible for placing and maintaining adequate warning signs, lights, barricades and devices at all times in order to promote the safe movement of traffic.
- Dumpsters shall be equipped with reflectors on all sides. Warning devices shall be placed in advance of each dumpster as directed by Watch Commander or designee. All warning signs, barriers, barricades, flags and other devices shall comply with or exceed the standards required in the Manual of Uniform Traffic Devices (MUTCD).
- Dumpsters may be located for a maximum of seven days.
- Dumpsters may be limited to "Insta-Bin" type; roll off dumpsters may be permitted if space allows, with prior approval of staff.
- No hazardous materials can be disposed of in dumpsters.
- Dumpsters must have wheel chocks to prevent movement.

Inquiries will be referred to on-duty Watch Commander for direction as to where the container can be placed. Staff will be assigned to meet with the resident or their contractor to determine an appropriate location for the container.

Key considerations for dumpster placement:

- Traffic safety
- Sufficient room to place / retrieve the container
- Protection of hardscape and landscape assets; placement on landscaped areas, walkways or sidewalks is prohibited
- Placement in guest spaces and carports is prohibited.
- Proximity to the unit and efficiency for the contractor

Failure of the Member or their contractor to cooperate in placement of the container as directed by Staff may result in a disciplinary hearing before the Board. Members will be responsible for damages caused by dumpster placement.

Removal of encroachments to protect public safety:

- Whenever the Watch Commander or designee determines that a dumpster or other encroachment located in the community causes a dangerous condition or obstruction, he or she may cause the immediate removal, relocation and/or remedy of that condition without prior notice to the responsible owner or permittee of that encroachment.
- The Watch Commander or designee may remove or cause to be removed any dumpster or other encroachment that is placed on the community that is in violation of these conditions, provided that a reasonable attempt has been made to contact the owner and to give twenty-four (24) hours' notice of the intent to remove the bin.
- The responsible property owner and/or operator shall pay all costs incurred by the Mutual for removal, storage or clean up resulting from the placement of a dumpster.

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

Recommendation to Board to approve the amendments to the resale documents

On May 30, 2018, the United Governing Documents Review Committee recommended that the Board approve the amendments to the resale documents.

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

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STAFF REPORT

DATE: June 12, 2018
FOR: Board of Directors
SUBJECT: Amending United Resale Documents

RECOMMENDATION

Approve the amended resale documents.

BACKGROUND

The United Governing Documents Review Committee has been working with Staff to update the resale documents.

DISCUSSION

The United Mutual resale documents have been amended to follow current practices and the law. The following revisions have been made:

- Updates to the real estate agent cover letter, which accompanies the resale documents, to more clearly explain how United Mutual is set up and the steps to the selling and buying process in United Mutual.
- Updates to the Table of Contents
- Updates to the “Definitions” section
- Updates to Staff phone numbers and email addresses throughout
- Fixed any spacing issues
- Updates to the titles of some of the documents
- Updates to the pricing on some items
- Adding the form “Responsibility Agreement for Alterations”
- Updates to the terminology throughout, where appropriate:
 - Word “Manor” to “Unit”
 - Word “Owner” to “Shareholder”
 - Word “Transferee” to “Buyer”
 - Word “Transferor” to “Seller”
 - Word “Trustor” to “Trustee” where appropriate

- Term “Membership Certificate” to “Stock Certificate”
- Term “Member/Stockholder” to “Shareholder/Member”
- Word “Occupant” to “Co-Occupant” and “Occupancy” to “Co-Occupancy”
- Removed term “guarantor” throughout except when used for “Name of Signature Guarantor” on the “Stock Assignment Separate From Certificate” form
- Updates to enforce the 30-day notice of Intent to Leave the Corporation per resolution 01-06-113.
 - Changed the title of the “First and Final Inspection Report” to “Intention to Leave Corporation/First and Final Inspection Request” and added checkbox below to the form

☐ Intention to Leave Corporation - Per Resolution 01-06-113.
 - Added to the real estate agent cover sheet that “Under the terms of the Corporation’s Bylaws, the Board has the first option to purchase the Seller’s Membership.”
 - Added a new Step 1 to the cover sheet: “Seller or escrow company to complete and submit an “Intention to Leave Corporation/First and Final Inspection Request” form, which provides that for a period of 30 days after written notification, United Mutual shall have an option, but not the obligation, to purchase the Membership. This document must be submitted within 24 hours of the Unit being listed. Allow 10 business days for the first inspection process.”

To ensure Staff has adequate time to inform the real estate community about the updates to these documents, an August 1, 2018, effective date is proposed.

Please note that the documents will be reviewed by the Marketing and Communications Division prior to finalization to ensure consistency with the Laguna Woods Village Corporate Branding and Identity Manual. This may result in some aesthetic changes to these documents, which will not affect the content.

FINANCIAL ANALYSIS

None.

Prepared By: Eve Morton, Alterations Coordinator

Reviewed By: Siobhan Foster, Chief Operating Officer

ATTACHMENT(S)

Attachment 1: Resolution 01-18-XXX Amending United Resale Documents

Attachment 2: Amended United Resale Documents



Amending United Resale Documents

Resolution 01-18-XX

WHEREAS, under the United Laguna Woods Mutual (“United”) Bylaws, the purpose of United is to provide housing to its members on a mutual nonprofit basis;

WHEREAS, United is a stock cooperative corporation and, as such, each Member is issued a membership/stock certificate in United and granted the exclusive right to occupy a specific Unit under the terms and conditions of an Occupancy Agreement;

WHEREAS, pursuant to the Bylaws, Articles of Incorporation and rules, regulations and Board resolutions, Members must meet various requirements and qualifications prior to acquiring a membership/stock certificate and obtaining Membership;

WHEREAS, Article III of the Bylaws requires membership applications and related documents to be presented on forms approved by the Board;

WHEREAS, Article III of the Bylaws further provides various qualifications for membership and occupancy of units in United, including, among others, age and financial requirements;

WHEREAS, United, by and through its Board of Directors, uses various forms and documents for the resale of memberships in United, including forms and documents used by Members and prospective members for purposes of transferring memberships and the right to exclusively occupy units (hereinafter “Resale Documents”);

WHEREAS, the Board of Directors, through the Governing Documents Review Committee, has identified modifications needed to the Resale Documents to meet United’s current needs, especially modifications necessary: to address current rules, regulations and resolutions; to update terminology; to allow alterations to units to be identified; to update staff names and contact information; etc.

NOW THEREFORE BE IT RESOLVED, June 12, 2018, that the Board of Directors hereby introduces amending the United Mutual resale documents;

BE IT FURTHER RESOLVED, that the Board of Directors of United hereby adopts the Resale Documents in their amended form, as attached hereto as Attachment 2 effective August 1, 2018;

BE IT FURTHER RESOLVED that the officers, directors and agents of United are authorized to carry out the purpose of this Resolution.

JUNE 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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Information You Need When Selling/Buying a Share in United Laguna Woods Mutual

Thank you for your interest in transacting a resale transfer in United Laguna Woods Mutual ("United"). The purpose of this document is to provide you with key information about United and what you need to know before you get started.

A Seller is either an individual(s) named on a Membership Certificate or is an estate representative who intends to dispose of the United share of stock. A Buyer is a prospective Shareholder/Member who intends to purchase the right to occupy a particular Unit in United.

Who we are:

United is a non-profit mutual benefit corporation which owns and manages all real property including the Units, carports, and laundry facilities within United's boundaries at Laguna Woods Village ("Village"). In a Cooperative, each Shareholder/Member is granted the right to occupy a specific Unit under the terms of an Occupancy Agreement together with the ownership of one Membership in the Corporation.

As a stock-cooperative, ANY interior or exterior alterations require United Board approval. All alterations shall be the responsibility of the Shareholder/Member, including, but not limited to: care, maintenance, and all associated costs thereof.

United is a designated senior housing development as defined under California Civil Code § 51.3. The Village facilities, including recreational facilities and amenities, are overseen by the Golden Rain Foundation ("GRF") for the benefit of all United Shareholders/Members.

Shareholder/Members must adhere to the Articles of Incorporation, Bylaws, Occupancy Agreement, Rules and Regulations, and any Resolutions or Policies ("Governing Documents") of United and GRF. Under the terms of the Corporation's Bylaws, the Board has the first option to purchase the Seller's Membership. The Governing Documents are available for review at www.lagunawoodsvillage.com.

Who can buy:

To own a share and reside in United, a prospective Shareholder/Member must meet the following requirements:

1. Age Restriction – be at least 55 years of age;
2. Financial Qualifications –
 - a. Assets equal to the purchase price of the Unit plus \$125,000;
 - b. Income of at least \$40,000 per year at the time of purchase;For more information, refer to the Financial Qualifications Policy;
3. Apply and be approved for Membership by the United Board of Directors;
4. Limitation - You may not own, inherit or be listed on more than one Certificate.

Process for Selling/Buying

If, after review of the information identified here and in the Resale Package; and after meeting ALL the above referenced requirements, the prospective Seller/Buyer elects to proceed with the resale transfer; the prospective Seller/Buyer must adhere to the resale transfer process outlined below:

- Step 1:** Seller or escrow company to complete and submit a First Inspection Request / “Intention to Leave Corporation” form, which provides that for a period of 30 days after written notification, United Mutual shall have an option, but not the obligation, to purchase the Membership. This document must be submitted within 24 hours of the Unit being listed. Allow 10 business days for the first inspection process.
- Step 2:** Seller to complete and submit the “Seller’s Authorization for Release of Information” to authorize United to **release information** to a third party.
- Step 3:** The escrow company must submit a complete **Resale Package** to the Resident Services Department for submittal to the United Board. This process can take up to 15 business days.
- Step 4:** Upon **Board approval**, the Resident Services Department faxes an “Escrow Closing Notification and Transmittal Report” to the escrow company. This is contingent upon United completing a **final inspection** and the **escrow company satisfying the escrow demand**. United Stock Certificates are given to the escrow company, and a signature by the prospective Shareholder/Member is required.
- Step 5:** After the **final inspection** is complete and the **escrow demand is satisfied**, escrow can close. The escrow company sends the closing notice to the Resident Services Department. Resident ID cards and vehicle decals can be obtained after the closing notice is received and resident information is entered into the Laguna Woods Village database.

As described above, a Membership application process has been established and certain conditions must be met before escrow can close. The Unit must be inspected to ensure that United has approved all structural and landscape alterations. All documents required can be found in the Resale Package located at www.lagunawoodsvillage.com.

Associated Fees:

The following fees are associated with the resale of the share of stock:

Administration Fee:	\$350
First Inspection Fee:	\$90
Final Inspection Fee:	\$60
Escrow Cancellation:	\$112
GRF Facilities Fee:	\$5,000

If you require additional information or assistance, please contact a Membership Counselor at (949) 268-2011.



Resale Package

This package contains all documents required for transacting a resale in United Laguna Woods Mutual ("United"). United is a cooperative where each Shareholder/Member is granted the right to occupy a specific Unit under the terms of each Occupancy Agreement together with ownership of one share in the Cooperative. The resale process differs from a Condominium and this package is to assist you in the process.

This package contains key information the Seller, potential Buyer, and real estate/escrow company should know. To ease the process, a document checklist has been created for each.

Before you get started, ensure that the potential buyer meets the qualifications to own a share of stock and reside in United. The prospective buyer must meet the following requirements:

- ☐ Age Restriction – be at least 55 years of age;
- ☐ Financial Qualifications –
 - Assets equal to the purchase price of the Unit plus \$125,000;
 - Income of at least \$40,000 per year at the time of purchase;For more information refer to the Financial Qualifications Policy; and
- ☐ You may not own or be listed on more than one Certificate.

If all of the above conditions are met, proceed with familiarizing yourself with the key definitions in this package and submit the required documents for review by the United Board of Directors ("Board"). **Only completed form submittals shall be accepted. Failure to provide accurate contact information can delay the process.**

If you require additional information or assistance, a Membership Counselor can be reached at 949-268-2011.

The Resale Packages are processed by the Resident Services Department. The normal business hours of operation are Monday through Friday, 8:00 am to 5:00 pm.



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Definitions

- a. **Application** – the form prescribed by United to apply for approval to purchase a share in United.
- b. **Approval** – written authorization by the United Board of Directors.
- c. **Assessment** – the monthly amounts which Shareholder/Members are bound to pay pursuant to the terms of their respective Occupancy Agreements. Also known as carrying charges.
- d. **Buyer** - a prospective Shareholder/Member who intends to purchase the right to occupy a particular Unit in United
- e. **Certificate** – a document verifying stock ownership and Membership in United.
- f. **Charge** – fee, fine, and/or monetary penalty that United may levy upon a Shareholder/Member pursuant to the Governing Documents.
- g. **Co-habitant** – persons who live together as spouses or persons who are domestic partners within the meaning of Section 297 of the Family Code.
- h. **Community** – Laguna Woods Village.
- i. **Co-occupant** – Non-Member resident as defined by Civil Code 51.3 and who is approved by the Board of Directors.
- j. **Cooperative** – 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.
- k. **Corporation** - United non-profit mutual benefit corporation.
- l. **Golden Rain Foundation (GRF)** – the Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation. GRF oversees the community facilities and services, including recreational facilities and amenities.
- m. **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.
- n. **Identification (ID) Card** – photo ID card issued by GRF to Shareholders/Members, Co-occupants, and Lessees of the Community authorizing use and access to the Community Facilities.
- o. **Shareholder/Member** - entitled to Membership in United and approved by the Board of Directors to exclusively occupy a Unit and to whom a Stock and/or Membership Certificate of the Corporation has been issued. Also known as Qualified Resident.
- p. **Occupancy Agreement** – the agreement between United and its Shareholder/Member, respectively, under the terms of which said Shareholder/Members are entitled to enjoy possession of their respective Units and the use of facilities owned by United and GRF.
- q. **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.
- r. **Seller** - Either an individual(s) named on a Membership Certificate or is an estate representative who intends to dispose of the United share of stock
- s. **Staff** – employees of the Managing Agent authorized to act on behalf of United.
- t. **Sub-Lessee(s)** – a person who sub-leases a Unit from a Shareholder/Member and approved by the Board of Directors.
- u. **United** – is a non-profit cooperative housing corporation which owns and manages all real property within the original 21 cooperative mutuals.



- v. **Unit** – a cooperative dwelling owned by United Mutual; specifically, the exclusive rights to occupy a specific portion of real property with the Development.
- w. **Vehicle Decals** – identifying marker, supplied by GRF, for resident access and parking within the Community other than by guests or contractors.

Fees

The following fees are associated with the resale of the share of stock:

Administration Fee:	\$350
First Inspection Fee:	\$90
Final Inspection Fee:	\$60
Escrow Cancellation:	\$112
GRF Facilities Fee:	\$5,000



Escrow Documentation Checklist

Included √	FORMS AND DOCUMENTS All documents must be complete, signed and dated
	1. Resale Notification (Prepare in triplicate)
	2. Financial Statement and Credit Information - signed and dated
	3. Verifications for all income and assets listed in the Financial Statement and Credit Information form (i.e., copies of current Federal Income Tax returns, signed and dated, including Schedules A & B, copies of bank statements, stock certificates, 1099's, property tax bills, investment account statements, etc.
	4. Shareholder Application, with age verification attached
	5. Occupancy Agreement and General Conditions - acknowledged by signature of shareholder.
	6. Signed copy of Escrow Instructions
	7. Sellers' United Laguna Woods Mutual Certificate/Lost Instrument Bond
	8. Notice of Intent to Leave and Resale Inspection Request and Notice of Intent to Leave (prospective Shareholder and Seller information completed by Escrow Officer).
	9. Alteration and Landscape Responsibility Agreements
	10. Memorandums of Termination of Occupancy
	11. Information for Shareholders
	12. Golden Rain Foundation Trust Facilities Fee
	13. Other documents as may be determined by the Staff

REQUIREMENTS FOR CLOSING ESCROW

1. To make the necessary arrangements for the Final Inspection of the Unit, email the Resale Inspections Office at resales@vmsinc.org or send a fax to 949-268-2403 a minimum of five days prior to the close of escrow.
2. For an update regarding outstanding payments, late charges and service charges, email the Accounting Department at escrowfinalupdate@vmsinc.org.
3. All Resident ID Cards and decals must be collected and sent to the Resident Services Department either with the Resale Notification or Closing Notification. If missing, submit Declaration of Loss affidavit, executed by Seller. If the Seller had financing on his Unit, the Certificate must be requested from the lender. Note: in the event that Seller cannot produce the Certificate, Seller must obtain a Lost Instrument Bond.
4. Following the Board of Directors' waiver of purchase and the Resident Services Department authorization to close escrow, the following are required:
 - a. Escrow Closing Notification (in duplicate);
 - b. Issuance of separate checks to cover Agency and Depository items.

ALLOW 15 BUSINESS DAYS FOR OBTAINING BOARD APPROVAL AFTER RECEIPT BY THIS OFFICE.



Seller's Authorization To Release of Information

EMAIL FORM TO: resales@vmsinc.org	UNIT NO: _____							
Unit Address: _____								
<p>The undersigned, listed below as Seller/Member, hereby authorizes the Staff to furnish information concerning the Mutual and the Unit located at the above address, in the City of Laguna Woods, California, 92637.</p> <p>Documents or information which may be released to the escrow officer include:</p> <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> <ul style="list-style-type: none"> ▪ Members' names of record and vesting ▪ Addresses & telephone numbers ▪ Social Security Numbers ▪ Occupants' names of record ▪ Trust and Will information – Seller's estate ▪ Letters Testamentary / Small Estate Affidavit ▪ Monthly assessment and fees ▪ United Laguna Woods Mutual Certification </td> <td style="vertical-align: top; width: 50%;"> <ul style="list-style-type: none"> ▪ Documents as required by Civil Code Section 4525 ▪ Assessment delinquency collection status ▪ Supplemental Property Tax information ▪ Board Approved special assessments ▪ Unpaid fees, charges and fines ▪ Copies of Board Minutes as required ▪ Other </td> </tr> </table>		<ul style="list-style-type: none"> ▪ Members' names of record and vesting ▪ Addresses & telephone numbers ▪ Social Security Numbers ▪ Occupants' names of record ▪ Trust and Will information – Seller's estate ▪ Letters Testamentary / Small Estate Affidavit ▪ Monthly assessment and fees ▪ United Laguna Woods Mutual Certification 	<ul style="list-style-type: none"> ▪ Documents as required by Civil Code Section 4525 ▪ Assessment delinquency collection status ▪ Supplemental Property Tax information ▪ Board Approved special assessments ▪ Unpaid fees, charges and fines ▪ Copies of Board Minutes as required ▪ Other 					
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<p>It is the Seller's responsibility to turn over to the new Shareholder/Member, copies of United's governing documents. If the Seller is unable to do so, those documents, plus any additional documents, will be provided by the Staff, upon Seller's approval of this release, and the charges billed to the Seller in accordance with Civil Code Section 4525.</p> <p>In addition, if the Shareholder/Member's lender requests information of pending litigation involving United or Golden Rain Foundation, the undersigned authorizes release of such litigation information, if any, to the Shareholder's lender:</p> <p style="margin-left: 40px;">Name of Lender _____</p> <p style="margin-left: 40px;">Lender's Address _____</p> <p style="margin-left: 40px;">Lender's Telephone Number () _____</p>								
<p>This authorization may be used only for the purpose of providing information to a prospective Shareholder/Member or the agent, and/or the escrow officer. This authorization represents the express written approval of the undersigned, and the undersigned releases United, the Golden Rain Foundation and their Staff from all liability for disclosing such information. I understand that I have the right to receive a copy of this information.</p> <p><input type="checkbox"/> This authorization is effective as of the date hereof, and will remain in effect until _____ (date).</p> <p><input type="checkbox"/> This authorization shall remain in effect until cancelled in writing by the Shareholder/Member.</p>								
DATE	NAME OF SELLER (PRINT)	SIGNATURE OF SELLER						
<p>IF THIS RELEASE IS EXECUTED BY SOMEONE OTHER THAN SELLER/MEMBER, PLEASE INDICATE RELATIONSHIP AND PROVIDE SUPPORTING DOCUMENTS SHOWING APPOINTMENT TO ACT:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"><input type="checkbox"/> Successor Trustee</td> <td style="width: 33%;"><input type="checkbox"/> Court appointed Executor or Administrator</td> <td style="width: 33%;"><input type="checkbox"/> Attorney-in-fact for Member</td> </tr> <tr> <td><input type="checkbox"/> Court-appointed Guardian or Conservator of Member</td> <td colspan="2"><input type="checkbox"/> Other</td> </tr> </table>			<input type="checkbox"/> Successor Trustee	<input type="checkbox"/> Court appointed Executor or Administrator	<input type="checkbox"/> Attorney-in-fact for Member	<input type="checkbox"/> Court-appointed Guardian or Conservator of Member	<input type="checkbox"/> Other	
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<input type="checkbox"/> Court-appointed Guardian or Conservator of Member	<input type="checkbox"/> Other							



Intention to Leave Corporation/First and Final Inspection Request

MAIL TO:

Laguna Wood Village
Resale Inspections Department
P.O. Box 2220
Laguna Hills, CA 92654-2220
EMAIL: resales@vmsinc.org

DELIVER TO:

Laguna Woods Village, Community Center
Resale Inspections Department
24351 El Toro Road
Laguna Woods, CA 92637

DATE: _____ **STREET NAME:** _____ **UNIT:** _____
OCCUPIED: ☐ **VACANT:** ☐ **CARPORT NO:** _____

- ☐ **Intention to Leave Corporation** - Per Resolution 01-06-113.
☐ **Request for 1st Inspection Report** - Per Resolution 01-08-16, a First Inspection fee will be billed as a Chargeable Service to the Seller and is valid for six months.
☐ **Request for Final Inspection Report** - Per Resolution 01-08-16, a Final Inspection fee will be collected through escrow.
☐ **Update Information**

Seller's Acknowledgement of Fees / Date**Escrow Company**

Company Name: _____
Escrow Officer: _____
Escrow Number: _____
Address: _____
Phone Number: _____
Fax Number: _____
Escrow Email: _____

ESTIMATED ESCROW CLOSE DATE: _____

Seller's Real Estate Company

Company Name: _____
Agent Name: _____
Address: _____
Phone Number: _____
Fax Number: _____
Agent Email: _____

Buyer

Name: _____
Address: _____
Phone Number: _____
Cell Phone: _____ (IMPORTANT CONTACT INFORMATION)

Seller

Shareholder of Record: _____
Address: _____
Phone Number: _____

Inspections on co-ops include interior inspections; how are we to enter the property?

Lockbox: _____
Contact Seller: _____ Contact Agent: _____



Settlement Process for Corrections Funds Held

MAIL TO:

Laguna Wood Village
Resident Services-Correction Settlements
P.O. Box 2220
Laguna Hills, CA 92654-2220
EMAIL: resales@vmsinc.org

DELIVER TO:

Laguna Woods Village, Community Center
Resident Services-Correction Settlements
24351 El Toro Road
Laguna Woods, CA 92637

The Resale Inspection Process provides a record of all items for which correction will be required. Upon the close of escrow, all items noted as Corrections on the Final Inspection Report will be processed by the Resident Services Department.

ISSUANCE OF WORK ORDERS: Work Orders will be entered for all items of work for which funds were held in the transaction. Work Orders will be dispatched either to an in-house technician or to outside vendors for processing.

COMPLETION OF WORK: Upon completion of all items for which funds were held, reimbursements and/or refunds to the Seller and/or Buyer will be processed.

CORRECTIONS BY SHAREHOLDER/MEMBERS: In accordance with applicable policy, Shareholder/Members may elect to complete items of correction and submit for reimbursement. *Please contact Resident Services to ascertain the applicable policy for Corrections noted on a given Final Inspection.*

INSPECTION/VERIFICATION REQUIREMENT: Once notified of completion, an inspection by Staff will be conducted to confirm completion of each item of work was completed by the Shareholder/Member.

SUBMITTING INVOICES FOR CORRECTIONS COMPLETED BY SHAREHOLDER/MEMBER: Submitting the following *required documentation* will effectuate the timely processing of the Corrections Settlement and any resulting reimbursements:

A summary letter describing the work for which the reimbursement is requested, including:

- Description of work performed (countertops installed, heat source restored, etc.);
- Name of person who completed the work;
- The amount of reimbursement requested;
- The name and mailing address to which the reimbursement should be mailed.

A copy of the invoice for service(s) rendered meeting the following criteria:

- Signature of the vendor;
- Printed on the vendor's letterhead;
- Details of the item(s) of specific work performed;
- Details of the cost(s) per line item.

Proof of payment in full:

- If paid in cash, a signed document from the vendor showing that the work was completed and payment made in full by cash;
- If paid by credit card, a copy of the credit card voucher or the credit card statement showing the vendor and amount paid;



- If paid by check, a copy of both sides of the cancelled check - or a copy of the bank statement showing the check cleared along with a copy of the duplicate check carbon.

**Please note that incomplete submittals will be returned for additional information.
Thank you, in advance, for your cooperation.**



Resale Notification

UNIT ADDRESS: _____ ESCROW NO: _____ DATE: _____

An escrow has been opened which involves a proposed sale and transfer of the Shareholder in United and Golden Rain Foundation of Laguna Woods Village as follows:

Seller's Broker:	Buyer's Broker:
Seller(s):	
Buyer(s) and Vesting:	
Selling Price: \$	
Name(s) of Person(s) who will reside:	

In accordance with your instructions, the following are enclosed:

- ☐ A. Financial Statement with income and asset verification for each person on title
- ☐ B. Membership Application form with appropriate age / identity verification for each person on title
- ☐ C. Escrow Instructions
- ☐ D. Occupancy Agreement signed by each proposed Buyer
- ☐ E. Occupancy Application for non-member residents with appropriate age / identity verifications
- ☐ F. Memorandum of Occupancy Agreement signed by each proposed Buyer
- ☐ G. Memorandum of Termination of Occupancy Agreement signed by each Seller
- ☐ H. Subordination Agreement signed by each proposed Buyer
- ☐ I. Guarantor Statement plus financial verification and verification of age / identity
- ☐ J. United Membership Certificate issued to Buyer with guaranteed signature
- ☐ K. Seller's Resident Identification Card(s): _____
- ☐ L. Information for New Shareholder/Members
- ☐ M. _____

The undersigned (escrow officer) hereby attests that a request for first inspection was submitted to the Alterations Division on _____. It is understood that a final inspection shall be submitted to the Buyer(s) prior to the close of escrow.

If United waives its option to purchase and approves the proposed Shareholder/Member, and so informs us in writing, we will then proceed with the processing of this escrow, which is scheduled to close on or about _____ (date).

By: _____		For: _____	
Escrow Officer		Escrow Company	
For Office Use Only:	Yes	No	
Meets Age Requirement	<input type="checkbox"/>	<input type="checkbox"/>	Verified by: _____
Meets Income Requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
Meets Asset Requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
Exceeds the number of stock allowed?	<input type="checkbox"/>	<input type="checkbox"/>	
			Membership Counselor

ACTION BY MUTUAL BOARD OF DIRECTORS

By approving this application for Membership, United waives the option to purchase the Membership, subject to the conditions that both Buyer(s) and Seller(s) comply with the requirements of the Mutual prior to the close of escrow, and that neither the Mutual nor the Golden Rain Foundation shall incur any expenses in this transaction. The approval and waiver shall be effective as of the close of escrow.

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



Escrow Closing Information

MAIL TO:

Laguna Wood Village
Resale Inspections Department
P.O. Box 2220
Laguna Hills, CA 92654-2220
EMAIL: escrowclosings@vmsinc.org

DELIVER TO:

Laguna Woods Village, Community Center
Resale Inspections Department
24351 El Toro Road
Laguna Woods, CA 92637

ESCROW NO: _____

UNIT NO: _____

The above numbered escrow covering the subject unit has closed on: _____

We request Gate Access Passes or ID cards to be issued as follows:

RESIDENT MEMBERS:

NON-RESIDENT MEMBERS:

NON-MEMBER RESIDENTS:

Your assistance is appreciated.

Sincerely,
Escrow Officer

Name of Escrow / Realty Company/Representative: _____

Escrow Phone Number: _____

Escrow Email: _____



Escrow Closing Notification and Remittance Report

ESCROW CO. NAME & ESCROW NO. :		Date:
		Closing Date:
Please be advised that escrow has closed. Attached are payments, charges and/or fees due per your demand.		
1.	DEPOSITORY ACCOUNT: A separate check, made payable to United Mutual, representing the following:	
	a. Monthly Assessment due for the period _____.	
	b. Late Charges	
	c. Other	
	TOTAL	\$
2.	AGENCY ACCOUNT: A separate check, made payable to United Mutual, representing the following:	
	a. Administration Fee (United* = \$350) *Additional fee of \$280 applies for all cash sales in United.	
	b. Final Inspection Fee (United \$60)	
	c. Chargeable Services (includes First Inspection fee and other costs)	
	d. Cable T.V. (Broadband Services)	
	e. Lost/Missing ID Card(s) \$25 each	
	f. Physical Properties Corrections / Repairs	
	g. Non-standard Landscape Restoration Charges	
	h. Contingency for Inspection Corrections and Landscaping Estimates	
	FUNDS PAID BY SELLER, \$ _____ BUYER, \$ _____	
	i. Trust Facilities Fee (\$5,000)	
	j. Other:	
	TOTAL	\$
3.	SUPPLEMENTAL PROPERTY TAXES: Separate check, made payable to "United Laguna Woods Mutual."	
	TOTAL	\$
4.	In addition, we enclosed the following:	
	<input type="checkbox"/> Occupancy Agreement with term to begin at close of escrow. <input type="checkbox"/> Gate entry passes, ID cards & vehicle decals. <input type="checkbox"/> Declaration of Loss affidavit for gate entry passes, ID cards, and vehicle decals. <input type="checkbox"/> Other -	
5.	The Final Inspection was completed by the Alterations Department on	Date:
6.	Seller's forwarding address is:	
7.	Name and Address of Lender	Loan #
8.	If unit financing is involved in the resale of a Co-operative , we have submitted the Memorandum of Occupancy Agreement and the Memorandum of Termination of Occupancy Agreement to the Orange County Recorder on the date of closing, and requested that the original be mailed to the Resident Services Resale Department.	
	Escrow Officer: _____	



Responsibility Agreement For Non-Standard Landscape

Unit No. _____

MAIL TO:

Laguna Wood Village
Resale Inspections Division
P.O. Box 2220
Laguna Hills, CA 92654-2220

EMAIL: alterations@vmsinc.org

DELIVER TO:

Laguna Woods Village, Community Center
Resale Inspections Division
24351 El Toro Road
Laguna Woods, CA 92637

The Escrow Office should complete and return this form with Escrow Closing Documents and payment demand checks. Please send one duplicate copy to the attention of the Alterations Division at the above address. **THIS FORM MUST BE RECEIVED BEFORE THE ISSUANCE OF A FINAL INSPECTION.**

This office has been notified that the Unit noted above has non-standard landscape, and both the prospective Shareholder/Member and seller have been informed accordingly. The Landscape Division has determined that the cost to restore the landscaping to community standards is: \$

In accordance with the governing rules of United Laguna Woods Mutual, the Prospective Shareholder understands that he may accept or refuse to accept the non-standard landscaping. Further, the Prospective Shareholder understands that if he/she accepts it, he/she also accepts all future responsibility for its care and maintenance, and all associated costs thereof.

Both Prospective Shareholder and Seller understand that if the Prospective Shareholder refuses to accept such responsibility, the Seller is required to pay the costs of all work required to restore the landscaping to the community standard, including the removal of non-standard plants and hardscape, and the planting of standard plants.

ACNOWLEDGEMENT BY PROSPECTIVE SHAREHOLDER

- [] Prospective Shareholder accepts the non-standard landscaping, and agrees to be responsible for any and all costs related to its future maintenance.
- [] Prospective Shareholder declines to accept the non-standard landscaping, and directs the Escrow Officer to so inform the Staff. Restoration costs are to be withheld from the proceeds of resale transfer of membership.

Signature

Print Name

Date

Signature

Print Name

Date

ACNOWLEDGEMENT BY SELLER

Seller has been informed that the Unit has non-standard landscaping. Seller will be charged the amount shown above to restore the property to community standard landscaping if the Prospective Shareholder refuses to accept the non-standard landscaping.

Signature

Print Name

Date

Signature

Print Name

Date

Escrow Officer Signature:

Escrow No.:

Date:



Responsibility Agreement for Alterations

I have received an inspection report that identifies alterations that have been made by previous Shareholder/Members; and I agree that I will be responsible for the care and maintenance of all alterations made previously or that I may make in the future.

#1 Name (Print):	Signature:	Date:
#2 Name (Print):	Signature:	Date:
#3 Name (Print):	Signature:	Date:

ACNOWLEDGEMENT BY SELLER		
<p>Seller has been informed that the Unit has non-standard alterations. Seller will be charged the amount shown above to restore the property to community standard if the Prospective Shareholder refuses to accept the non-standard alteration.</p>		
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Print Name	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Print Name	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date
Escrow Officer Signature:	Escrow No.:	Date:



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

UNITED LAGUNA WOODS MUTUAL
POST OFFICE BOX 2220
LAGUNA WOODS, CALIFORNIA 92654 - 2220

THIS SPACE FOR RECORDER'S USE ONLY

Memorandum of Termination of Occupancy Agreement

THIS MEMORANDUM OF TERMINATION OF OCCUPANCY AGREEMENT IS MADE AS OF _____, _____
by and between United Laguna Woods Mutual, a California nonprofit mutual benefit corporation ("United")
and _____
_____. ("Member").

The property with which this Memorandum of Termination of Occupancy Agreement is concerned is that certain real property located in the City of Laguna Woods, County of Orange, and State of California, commonly known as _____
and Unit _____, Building _____ as set forth in the Exhibit _____ to that certain Memorandum of Occupancy Agreement recorded in the Official Records of Orange County, California on May 10, 2013 as Instrument No. 2013000284997, which is a cooperative apartment (the "Unit") in the community commonly known as Laguna Woods Village. *See Legal Description*

By an unrecorded document entitled Occupancy Agreement dated _____, 20 _____, United leased the Unit to Member for an initial term of three years beginning on ☐ the date of recordation of the Memorandum of Occupancy Agreement recorded as Instrument No. _____ ☒ the date of the Occupancy Agreement, which term could be automatically renewed for successive terms of three years as provided in Article 4 of the Occupancy Agreement.

This Memorandum of Termination of Occupancy Agreement memorializes the Agreement between United and Member that the period of the Occupancy Agreement (and the Member's right to occupy the Manor) was terminated by the Board of Directors or by mutual consent as of ☒ _____ ☐ the date of recordation of this memorandum of Termination of Occupancy Agreement.

IN WITNESS WHEREOF, United and Member have executed this Memorandum of Termination of Occupancy Agreement.

SHAREHOLDER(S)

UNITED LAGUNA WOODS MUTUAL - OWNER

By: _____
Authorized Agent



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



Shareholder/Membership Application

PLEASE PRINT USING BLACK INK OR TYPE

Unit No. _____

LIST NAMES EXACTLY AS THEY WILL APPEAR ON CERTIFICATE AND OCCUPANCY AGREEMENT

APPL #	TITLE	LAST NAME	FIRST AND MIDDLE INITIAL	PHONE NUMBER/EMAIL	FOR BUSINESS OFFICE USE ONLY
1	<input type="checkbox"/> MR. <input type="checkbox"/> MS. <input type="checkbox"/> MISS <input type="checkbox"/> MRS.				
2	<input type="checkbox"/> MR. <input type="checkbox"/> MS. <input type="checkbox"/> MISS <input type="checkbox"/> MRS.				

APPL #	DATE OF BIRTH	MARITAL STATUS	TO RESIDE IMMEDIATELY?	TAX RESPONS. *	AGE VERIFICATION ATTACHED	SOCIAL SECURITY NUMBER
1		<input type="checkbox"/> MARRIED <input type="checkbox"/> SINGLE <input type="checkbox"/> WIDOWED <input type="checkbox"/> DIVORCED	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> YES	
2		<input type="checkbox"/> MARRIED <input type="checkbox"/> SINGLE <input type="checkbox"/> WIDOWED <input type="checkbox"/> DIVORCED	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> YES	
<p>* ENTER A CHECKMARK FOR THE PARTY RESPONSIBLE FOR INCOME TAX REPORTING - ONLY ONE PARTY MAY BE RESPONSIBLE - THIS IS REQUIRED BY FEDERAL LAW</p>						

IN CASE OF EMERGENCY - NOTIFY		
NAME	RELATIONSHIP	TELEPHONE NO. & MOBILE

ACKNOWLEDGMENTS AND AFFIRMATIONS														
<p>I agree that I will be responsible for the monthly assessment payments; and I will comply with all the governing rules of the United Mutual and Golden Rain Foundation. I have received the notice informing me of the possible existence of asbestos in certain buildings.</p>														
<p>I AFFIRM, UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND CORRECT</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <th style="width: 20%;">#1 Name (Print):</th> <th style="width: 40%;">Signature:</th> <th style="width: 40%;">Date:</th> </tr> <tr> <td style="height: 30px;"></td> <td></td> <td></td> </tr> <tr> <th style="width: 20%;">#2 Name (Print):</th> <th style="width: 40%;">Signature:</th> <th style="width: 40%;">Date:</th> </tr> <tr> <td style="height: 30px;"></td> <td></td> <td></td> </tr> </table>		#1 Name (Print):	Signature:	Date:				#2 Name (Print):	Signature:	Date:				<p style="text-align: center;">FOR COMMUNITY SERVICES OFFICE USE ONLY</p> <div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div>
#1 Name (Print):	Signature:	Date:												
#2 Name (Print):	Signature:	Date:												

READ ATTACHED MEMBERSHIP AND OCCUPANCY REQUIREMENTS



United Mutual Membership and Occupancy Requirements

All prospective members and occupants are required to meet age restrictions as defined by Federal and State statutes and in accordance with United Occupancy Agreement and Bylaws. Please attach copies of appropriate documents which verify applicant's age - these may include passport, driver's license, and birth certificate or baptismal certificate.

MEMBER – A Shareholder who has been approved for Membership by the Board and entered into the corporate records. When the Membership is vested in a Trust, the Trustee is considered the Member.

In order to reside, at least one of the occupants must be 55 years of age or older; any other Co-occupants who reside must be at least 45 years of age, except a spouse who may be any age. Adult disabled children may reside under certain conditions. (Section 51.3 of the California Civil Code)

Shareholders in good standing are entitled to one vote in Mutual elections.

Prospective Shareholder Members must sign Occupancy Agreements, including the General Terms and Conditions attachment.

CO-OCCUPANTS - Non-members who reside with the approval of the United Mutual Board of Directors.

NOTE: THE CARE PROVIDERS ARE NOT ENTITLED TO THE USE OF COMMUNITY FACILITIES, EXCEPT AS THE GUEST OF AN APPROVED RESIDENT. A CARE PROVIDER BADGE WILL BE ISSUED AND MUST BE WORN AT ALL TIMES.

Non-members may be Co-occupants only if they reside with the Member or are Sub-lessees of the Member.

Co-occupants may reside upon the approval of an Application for Co-Occupancy by United Mutual's Board of Directors and which must be executed by all Shareholder Members.

OCCUPANCY LIMITS

The maximum number of persons who may occupy a unit is equal to the number of original construction bedrooms, plus one.

UNIT ASSESSMENTS

Monthly Assessments provide for the occupancy of no more than two persons. An additional monthly assessment is charged for the third occupant.

IDENTIFICATION CARDS

Resident Identification cards are issued to all approved residents of the community. Cards are the property of GRF, and must be returned at the termination of residency. Replacements will be issued subject to the schedule of fees.



Golden Rain Foundation Facilities Fee



UNIT NO:

As Trustee of the Golden Rain Foundation ("GRF") of Laguna Hills Trust, the GRF Board of Directors is required to preserve and protect the recreational and other amenities available to all residents of Laguna Woods Village®. Effective January 1, 2018, all purchases of a separate interest in Third Laguna Hills Mutual (condo), United Laguna Woods Mutual (cooperative) and Mutual Fifty (condo) must include collection of a Trust Facilities Fee in the amount of \$5,000 per transaction as an obligation of the purchaser.

Choose one option of payment below.

Payment
Option #1:

☐

I / we agree to pay at the time of closing of escrow the Trust Facilities Fee in the amount of \$5,000

Payment
Option #2:

☐

I / we agree to pay over a period not to exceed seven years (84 months) the Trust Facilities Fee in the amount of \$5,000 plus additional fees that result in a total principal amount of \$5,252 plus interest at 2% per annum.

#1 Name (Print): *	Signature:	Date:
#2 Name (Print):	Signature:	Date:
#3 Name (Print):	Signature:	Date:

* If Payment Option #2 is selected, the first Owner/Member name must reflect the person to whom the billing statement for the Trust Facilities Fee will be mailed.



Promissory Note

Principal Amount: \$5,252

Principal Amount with interest: \$5,632.59

RECITALS

For value received, the undersigned payor(s), _____ ("Payor(s)"), promises to pay to the order of Golden Rain Foundation of Laguna Woods, a California nonprofit mutual benefit corporation ("Payee"), at 24351 El Toro Road, Laguna Woods, California, Attention: Accounting Department (or through a direct debit or similar ACH debit, if available), at the times and on the terms specified in this promissory note ("Note"), the sum of Fifty-Two Hundred and Fifty-Two Dollars (\$5,252.00) ("Principal"), together with interest thereon at the rate of two percent (2%) per annum (but in any event not to exceed the maximum rate permitted by law) ("Interest"), as payment of the Five Thousand Dollars (\$5,000.00) Facilities Fee, and the monthly administrative fee in the amount of Two Hundred Fifty-Two Dollars (\$252.00), plus interest, all fully amortized over the seven (7) year term, as further set forth below.

Payor(s) acknowledges that Payor(s) has been given the opportunity to pay the Five Thousand Hundred Dollars (\$5,000.00) Facilities Fee all at once at the time of transfer, and so to avoid paying the Interest and the administrative fee, but that Payor(s) has instead elected to enter into the seven (7) year payment plan, as authorized by California law, and to pay in accordance with all terms and conditions in this Note.

Promise to Pay. The Principal and Interest shall be amortized over a period of seven (7) years, and all due and payable in seven (7) years, with eighty-four (84) monthly payments of Sixty-Seven Dollars and Six Cents (\$67.06) each. The first monthly payment shall be made on _____, 20__, and subsequent monthly payments shall be paid on or before the first day of each succeeding calendar month.

Late Charge. Payor(s) agrees that in the event that any payment due hereunder is in default for more than ten (10) days, it would be extremely difficult to fix the actual damages resulting to Payee. Therefore, Payor(s) agrees to pay to Payee the sum of Ten Dollars (\$10.00) upon each such default, as liquidated damages and not as a penalty, to compensate the Payee for the expenses of administering the default.

Acceleration. The holder of this Note may, at its option, accelerate the maturity of all payments to become due hereunder upon the occurrence of any of the following events, in which event the unpaid balance of this Note shall become immediately due and payable without demand, presentment or notice, all of which are hereby expressly waived, and the holder may pursue collection through Small Claims Court or initiate any other appropriate legal proceeding to collect the outstanding amount owed under this Note:

(a) Failure to make any two (2) consecutive payments when due, (b) Insolvency of Payor(s), or filing by or against Payor(s) of a Petition of Bankruptcy, either voluntary or involuntary, (c) If Payor(s) sells his or her unit, or if Payor(s) dies, then the remaining outstanding balance of Principal hereunder at that time shall be due and payable in one lump sum and upon such payment, this Note shall be deemed paid in full.

Attorney's Fees; Governing Law. In the event of any controversy or dispute arising from non-payment of this Note, the prevailing party shall be entitled to recover from the non-prevailing party or parties reasonable expenses including, without limitation, attorneys' fees and costs actually incurred. This Note shall be governed by and construed in accordance with, and all disputes hereunder shall be governed by, the internal laws of the State of California. This Note shall be binding on the Payor(s) successors and assigns.

IN WITNESS WHEREOF, Payor(s) has executed this Note as of the date first written above.

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



Financial Statement and Credit Information

PLEASE PRINT USING BLACK INK OR TYPE

UNIT NO:

THE CORPORATION MAY ELECT TO OBTAIN APPLICANT'S CREDIT HISTORY FROM A NATIONAL CREDIT REPORTING BUREAU. IN ACCORDANCE WITH THE BYLAWS, AND OCCUPANCY AGREEMENT, AS APPLICABLE TO COOPERTIVE MEMBERSHIP, I (WE) PROVIDE THE FOLLOWING INFORMATION:

APPLICANT NAME 1.	AGE	SOCIAL SEC. NO.	MARITAL STATUS: <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed		
2.			MARITAL STATUS: <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed		
PRESENT ADDRESS	CITY	STATE	ZIP	<input type="checkbox"/> OWN <input type="checkbox"/> RENT	YRS
1.					MONTHLY PAYMENT
2.				<input type="checkbox"/> OWN <input type="checkbox"/> RENT	

PURCHASE INFORMATION

1. PURCHASE PRICE	\$	6. FINANCING? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. DOWN PAYMENT	--	6a. LENDER'S NAME
3. LOAN AMOUNT	--	6b. MONTHLY LOAN PAYMENT
4. BAL. DUE AT CLOSE OF ESCROW	\$	7. MINIMUM MONTHLY ASSESSMENT
5. BAL. TO BE PAID FROM: <input type="checkbox"/> SALE OF HOME <input type="checkbox"/> ASSETS <input type="checkbox"/> OTHER		8. TOTAL MONTHLY PAYMENT

ANNUAL INCOME AFTER PURCHASE OF STOCK CERTIFICATE FOR UNIT- ATTACH VERIFICATIONS

	APPLICANT 1	APPLICANT 2	TOTAL
A. SALARY & WAGES	\$	\$	\$
B. SOCIAL SECURITY / SSI			
C. PENSION #1			
D. PENSION #2			
E. RENTAL INCOME (NET)			
F. ANNUITIES / IRA'S			
G. DIVIDENDS & INTEREST			
H. TRUST DEEDS - INTEREST EARNED			
I. PRIVATE BUSINESS **			
J. TRUST INCOME			
K. DISABILITY COMPENSATION			
L. OTHER			
TOTALS	\$	\$	\$

**** NOTE: AN APPLICANT WHO DERIVES PRINCIPLE INCOME FROM A PERSONAL BUSINESS MUST ATTACH A CURRENT BALANCE SHEET AND OPERATING STATEMENT**



Financial Assets

Please provide verification of annual income and assets with this form. You must submit copies of a current, SIGNED Federal Income Tax return; and copies of recent bank statements, investment statements, paycheck stubs or any other documentation which will verify the information you have provided in this financial statement.

LIFE INSURANCE	Premiums/Year	Total in Force	Policy Loans \$		Net Cash Value \$
BANK ACCOUNTS	Bank Name a.	Address/Branch	Account Number	Account Type	Account Balance \$
	b.				\$
	c.				\$
RESIDENTIAL PROPERTY	Address a.	City, State	Annual Payments \$	Balance Owing \$	Estimated Equity \$
	b.		\$	\$	\$
INCOME PROPERTY	Address a.	City, State	Net Income/Year \$	Balance Owing \$	Estimated Equity \$
	b.		\$	\$	\$
STOCKS & BONDS	Companies, shares, (attach schedule if necessary)				Market Value \$
CERTIFICATES OF DEPOSIT	Institutions (attach schedule if necessary)				Market Value \$
GOVERNMENT BONDS	Issuing Agency (attach schedule if needed)				Maturity Value \$
OTHER ASSETS	Attach Schedule				Market Value \$
	TOTAL ASSET VALUE				\$
	LESS: PURCHASE PRICE				\$
	NET ASSET VALUE AFTER PURCHASE				\$

I (we) swear, under penalty of perjury, that the information provided in this Financial Statement and the supporting documents are true.

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



Financial Qualification Policy

Revised February 13, 2018

Resolution 01-18-24

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

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

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

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

ASSET REQUIREMENT

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

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

- Equity in U.S. residential property
- Savings accounts in U.S. financial institutions
- Cash value life insurance
- Certificates of deposit, money market accounts in U.S. financial institutions.
- IRA, SEP, 401(k) and Keogh accounts
- US, state or municipal government bonds - valued at current market prices
- American traded investments, (NYSE, Amex, OTC, NASDAQ, etc.) valued at current market prices
- Mortgages and promissory notes, provided that interest is reported on the applicant's tax return
- Equity in U.S. income producing real estate

Excluded from consideration are the following, among others:

- Mobile Homes
- Recreational vehicles, boats and trailers
- Vacant land
- Automobiles
- Artwork, jewelry, furs and collections such as coins, dolls, stamps and other similar items
- Term life insurance
- Annuity funds, which cannot be withdrawn in lump sum
- Anticipated bequests or inheritances
- Promissory Notes whose income is not reported on the perspective transferee tax return
- Community property



INCOME REQUIREMENTS

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

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

1. Acceptable verifications include, among others:

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

2. Unacceptable income verifications include, among others:

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

OWNERSHIP OF MULTIPLE MEMBERSHIPS

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

FINANCIAL QUALIFICATION WAIVERS

Shareholders who purchase a replacement Unit do not have to re-qualify financially for Membership, if there is no change to the Membership vesting and the dual interim agreement is in effect.

Current members of one Mutual who wish to purchase in another Mutual are required to meet the financial requirements of the Mutual in which they are purchasing.

A former member may obtain a waiver of financial qualifications if the replacement Membership is purchased within 90 days of the closing of the sale of the previously owned Membership, and vesting in the new Unit is exactly the same as the vesting in the Unit previously owned.



DISCRETIONARY AUTHORITY

United Board of Directors may, but is not obligated to, deny or approve applications for Membership based on the conditions herein. The Board of Directors, exercising prudent business judgement, may also deny or approve, in its sole and absolute discretion, applications based on other material factors, such as, but not limited to, history of bankruptcy, excess liabilities, or history of non-compliance as a member in United, GRF, or other Mutuels in Laguna Woods Village.

MEMBERSHIP

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

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

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



Residency Restrictions Important Information – Please Read Carefully

UNIT NO:

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

Initial(s)

- ☐ ☐ Laguna Woods Village is an independent-lifestyle & age-restricted community (as defined by California Civil Code §51.3) that does not provide any form of healthcare or assisted living. Each resident is responsible for his/her own care and welfare.
- ☐ ☐ Appearance of the community is important, and residents are required to keep their balconies, patios, walkways, and carports free from clutter.
- ☐ ☐ When moving into the community, residents are required to break down and stack moving boxes next to trash dumpsters for routine pick-up. Please be advised that there are weight and volume restrictions. A call to Resident Services at (949) 597-4600 can arrange to have excessive moving material hauled away as a chargeable service. When moving out of the community, the seller is responsible for hauling away excessive materials/furniture.
- ☐ ☐ Members are required to check with the Alterations Division before making any internal and external alteration. Alterations are prohibited without prior review and consent. Contact the Alterations Division at (949) 597-4616 or email: alterations@vmsinc.org. Contractors' trash must not be put into community dumpsters.
- ☐ ☐ Relatives and other guests may stay overnight for a total of 60 days in any 12-month period. Relatives and guests may not stay in a resident's home during the absence of the resident.
- ☐ ☐ Board approval is required for all persons wishing to reside in the community. Contact the Resident Services Department at (949) 597-4369 before any change in residency status.
- ☐ ☐ The maximum number of persons allowed to occupy a Unit is equal to the number of original construction bedrooms plus one. There are additional monthly fees for more than two occupants.
- ☐ ☐ Units may not be sublet for more than twelve months and not less than ninety days.
- ☐ ☐ United is billed directly from the Tax Assessor and the Shareholder/Member reimburses the Mutual through monthly assessments. Members of United are cautioned to prepare for property tax increases in monthly assessments.

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

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



Key File Program

The Resident Services Department maintains keys to Units within the Community for the convenience of Laguna Woods Village residents. The Key File Program is completely voluntary and is not a requirement, but is highly recommended.* Keys maintained in this program are secured. Shareholders/Members are encouraged to participate in this program. The program is available:

1. Should an emergency maintenance repair be required during a resident's absence, access can be made to the Unit to effect repairs;
2. An approved resident can obtain the key(s) to the Unit to gain access when they have misplaced or otherwise cannot locate their keys.

Any emergency access keys that the Seller submitted to Laguna Woods Village are returned during the resale process.

To submit keys for your Unit into the Key File Program, please visit:

**Laguna Woods Village – Community Center
Resident Services Department
24351 El Toro Road
Laguna Woods, CA 92637**

*Alternatively, leave a key with a trusted neighbor and inform Village Security.



Instructions For Trustee Shareholder Membership

The following instructions identify the documents and forms that are required to issue Shareholder Membership certificates to Trustees:

1. A letter addressed to United Laguna Woods Mutual from a lawyer, certified public accountant, or enrolled agent expressing an opinion that the current beneficiary of the trust is treated as the owner under the provisions of Section 671 et seq., of the Internal Revenue Code of 1986, (or any successive provision.)

An example would be "I have reviewed the terms and conditions of the Doe Family Trust dated January 2, 2006 and conclude that John and Mary Doe are now treated as owners of the Doe Family **Trust under the provisions of Section 671, et seq., of the Internal Revenue Code of 1986.**" The bolded words must be included in this letter. If the Mutual Shareholder is having his/her lawyer prepare this letter, he/she may also request the letter to include a specific description of the manner in which the certificate should be issued. An example would be "John Doe and his successors in trust as trustees of the Doe Family Trust dated January 2, 2006."

2. A standard **Occupancy Agreement** and the **Addendum** attached to this set of instructions each signed by the Trustee and the current beneficiary of the trust. (The person identified as the owner in the tax opinion described in item 1 above must be the same person identified as current beneficiary in the Addendum to the Occupancy Agreement.)



Occupancy Agreement

PARTIES

The parties to this Agreement are UNITED LAGUNA WOODS MUTUAL, a California nonprofit mutual benefit corporation (hereinafter referred to as the "Corporation" and (hereinafter referred to as the "Member").

RECITALS

1. The Corporation owns and operates a cooperative housing project of Laguna Woods Village, in the City of Laguna Woods, and the County of Orange, State of California, with the intent that its members shall have the right to occupy the dwelling units thereof under the terms and conditions hereinafter set forth.
2. The Member is the owner and holder of one membership of the Corporation, Series_____ and of one membership of Golden Rain Foundation of Laguna Woods, a California nonprofit mutual benefit corporation (hereinafter referred to as the "Foundation").

TERMS

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. The Corporation hereby lets to the Member and the Member hereby hires from the Corporation that a certain dwelling unit located at Laguna Woods Village described as _____, Laguna Woods, California, including Carport No. _____ to have and to hold said dwelling unit unto the Member, his personal representatives and authorized assigns, subject to the terms and conditions set forth herein, in the Articles of Incorporation, Bylaws, Rules and Regulations of the Corporation, now or hereafter in effect, and the General Conditions attached hereto and also recorded as part of Instrument No. 2013000284997 in the Official Records in the Office of the County Recorder of the County of Orange, State of California (the "General Conditions"), and made a part hereof for a term of three years. **The term of this Occupancy Agreement is renewable automatically for successive three-year periods under the terms and conditions of Article 4 of the General Conditions.**
2. Until further notice from the Corporation, the monthly assessment for the above-described dwelling unit shall be \$_____ per month.
3. The term of this Occupancy Agreement begins at 12:01 a.m. on _____, 20____.
Executed on _____, 20____ at Laguna Woods, California.

Member

Member

If this Occupancy Agreement is being executed by a trustee as the "Member," the current beneficiary of the trust must be an occupant of the dwelling unit and, by executing this Occupancy Agreement in the space provided below, it agrees as follows:

I agree to be bound by and act in accordance with all provisions of this Occupancy Agreement as if I was the Member, and upon demand by the Corporation, I agree to fulfill all obligations of the Member under this Occupancy Agreement.

Beneficiary

UNITED LAGUNA WOODS MUTUAL

A California nonprofit mutual benefit corporation

by

Authorized Agent

Beneficiary



GENERAL CONDITIONS

ARTICLE 1. MONTHLY CARRYING CHARGES

During the term of this Occupancy Agreement, the Member shall pay to the Corporation a monthly sum referred to as "Carrying Charges," equal to one-twelfth of the Member's proportionate share of the sum required by the Corporation, as estimated by its Board of Directors, to meet its annual expenses, including but not limited to the following items:

- a) The cost of all operating expenses and services furnished by or at the expense of the Corporation, including charges by the Foundation for facilities and services furnished by the Foundation.
- b) The cost of necessary management and administration.
- c) The amount of all taxes and assessments levied against the property of the Corporation for which it is required to pay.
- d) The cost of fire and extended coverage insurance and such other insurance as the Corporation may effect or as may be required by any mortgage on any of the Corporation's assets.
- e) The cost of furnishing water, gas, electricity, garbage and trash collection, master TV antenna service and other utilities, to the extent furnished by the Corporation.
- f) All reserves established by the Corporation, including the general operating reserve and the reserve for replacements.
- g) The estimated cost of repairs, maintenance and replacements of property to be made by the Corporation.
- h) The amount of principal, interest and other required payments on any mortgage on any of the Corporation's assets, including mortgage insurance premiums, if any.
- i) Any other expenses of the Corporation approved by the Board of Directors, including the payment of operating deficiencies, if any, for prior periods.

The Board of Directors of the Corporation shall determine the Carrying Charges from time to time. Said sums shall be estimated on an annual basis and divided by the number of months remaining in the then current fiscal year but in no event shall the member be charged more than his proportionate share thereof as determined by the Board of Directors. That amount of the Carrying Charges required for payment on the principle of any mortgage on any assets of the Corporation or any other capital expenditures shall be credited upon the books of the Corporation to the "Paid-In Surplus" account as a capital contribution by the members of the Corporation. Until further notice from the Corporation, the monthly Carrying Charges for the dwelling unit shall be the amount set forth in paragraph 2 of this Occupancy Agreement.

ARTICLE 2. PAYMENT OF CARRYING CHARGES

Upon commencement of the term of this Occupancy Agreement, the Member shall make a payment on account of

Carrying Charges for the remainder of the calendar month, the amount of which shall be the portion of the Carrying Charges for one month prorated on the basis of the number of days of occupancy. Thereafter, Carrying Charges shall be paid in advance not later than the first day of each calendar month. Carrying Charges shall be paid to the Corporation or its authorized representative at such place and in such manner as the Corporation shall determine from time to time.

ARTICLE 3. EXCESS CARRYING CHARGES

If for any fiscal year of the Mutual during the term of this Occupancy Agreement, the income of the Mutual exceeds expenses (including reserves) for the same fiscal year, Member agrees that he or she shall not, by reason of such occurrence, be entitled, and hereby waives any right, to receive a refund or credit of all or any portion of the Carrying Charges previously paid by Member in such fiscal year. Member further agrees that all or any portion of the amount assessed and collected by the Mutual in excess of the amount required to meet the anticipated expenses (including reserves) of the Mutual shall be applied by the Board of Directors of the Mutual, in its sole discretion, to reduce the anticipated expenses (including reserves) of the Mutual as determined by the Board of Directors for the next succeeding fiscal year of the Mutual.

ARTICLE 4. MEMBER'S OPTION TO RENEW

The term of this Occupancy Agreement shall be extended and renewed from time to time by and between the parties hereto for further periods of three years each from the expiration of the initial term herein granted, upon the same covenants and agreements as herein contained unless: (1) this Occupancy Agreement is sooner terminated by the Corporation in accordance with the terms hereof, or (2)(a) notice of the Member's election not to renew shall have been given to the Corporation in writing at least four months prior to the expiration of the then current term, and (b) the Member shall have on or before the expiration of said term (i) endorsed its membership for transfer in blank and deposited same with the Corporation, and (ii) met all its obligations and paid all amounts due under this Occupancy Agreement up to the time of said expiration, and (iii) vacated the dwelling unit and all other premises of the Corporation, leaving them in good state of repair. Upon compliance with provisions (a) and (b) of this Article, the Member shall have no further liability under this Occupancy Agreement and shall be entitled to no payment from the Corporation.

ARTICLE 5. USE OF PREMISES

Subject to this Article 5, the Member shall use the dwelling unit covered by this Occupancy Agreement as a private dwelling for those authorized to occupy it by the Corporation and for no other purpose, and the authorized occupants of the dwelling unit may enjoy the use, in common with the other members of the Corporation, of all facilities of the Corporation so long as the Member continues to own the aforesaid membership of the

Corporation uses its dwelling unit as a private dwelling for authorized occupants and abides by the terms of this Occupancy Agreement. The Member shall not permit or suffer anything to be done or kept in or about the dwelling unit or other premises of the Corporation which will increase the rate of insurance on any building or other property of the Corporation or on the contents thereof or which will obstruct or interfere with the rights of other members of the Corporation or annoy them by unreasonable noises or otherwise nor will it commit or permit any nuisance in or about the dwelling unit or other premises of the Corporation or commit or suffer any immoral or illegal act to be committed thereon. The Member shall comply with all of the requirements of governmental authorities with respect to the dwelling unit and all other premises of the Corporation. If by reason of the occupancy or use of the dwelling unit or any other building of the Corporation by the Member the rate of insurance on any building or other property of the Corporation shall be increased, the Member shall become personally liable for the additional insurance premiums. The Member shall not permit any person to occupy the dwelling unit (except as a guest) without the prior written consent of the Corporation. A guest of a member may occupy the dwelling unit for no more than 60 days (whether or not consecutive) in any year. The Member acknowledges and agrees that Laguna Woods Village is a senior citizen housing development and, therefore, that residency in the dwelling unit is restricted to persons 55 years of age or older and to certain other qualified permanent residents. The Member agrees to reside in, occupy and use the dwelling unit in conformity with the age restrictions sanctioned by California Civil Code Section 51.3, as hereafter amended, and any successor statute thereto. Any occupancy, for any duration, of the dwelling unit by a person other than a Member, and visitation by third parties with any Member or non-Member occupant of a dwelling unit, shall be upon all terms and conditions set forth in this Occupancy Agreement, in the articles, bylaws, rules and regulations of the Corporation and the Foundation in effect from time to time, without limiting the generality of the foregoing, any non-Member occupant of a dwelling unit, and all third-party visitors of Members or non-Member occupants of a dwelling unit, derives any right to use and enjoy the dwelling unit and the facilities and other property of the Corporation and the Foundation solely as a guest or invitee of the Member and shall be subject to all rules, regulations, penalties and assessments applicable to the Member. Notwithstanding any liability of any non-Member occupant of a dwelling unit or of any guest or invitee of any Member or non-Member occupant of a dwelling unit, the Member shall be fully responsible for, and hereby indemnifies and holds the Corporation and the Foundation harmless from, the conduct of, and any and all losses to or demands upon the Corporation resulting from the acts of omissions of, any non-Member occupant of a dwelling unit and all guests and invitees of the Member or the non-Member occupant of the Member's dwelling unit.

ARTICLE 6. MEMBER'S RIGHT TO PEACEABLE POSSESSION

In return for the Member's continued fulfillment of the terms and conditions of this Occupancy Agreement, the Member may have and enjoy for his sole use and benefit the dwelling unit hereinabove described, after obtaining occupancy. If the Member for any reason shall cease to be an occupant of the dwelling unit other than during occupancy by a non-Member occupant approved by the Corporation in writing, the Member shall surrender to the Corporation possession thereof.

ARTICLE 7. SUBLETTING PROHIBITED

The Member shall not assign this Occupancy Agreement or sublet this dwelling unit without the prior written consent of the Corporation. Rents under any sublease shall be assigned to the Corporation, the sublease shall be delivered to the Corporation and the Corporations shall be empowered to collect rents and apply the rents in reduction of sums due from time to time under this Occupancy Agreement. The sublease shall be in a form acceptable to the Corporation, shall require the subtenant to abide by the terms of the Occupancy Agreement during his sub tenancy, and shall give the Corporation an irrevocable power to dispossess or otherwise act for the sub lessor in case of default under the sublease. As more particularly set forth in Article 5, above, the Member shall continue to be liable for all obligations hereunder and shall be responsible to the Corporation for the conduct of his sublease notwithstanding the fact that the Member may have sublet the dwelling unit with the consent of the Corporation. Consent to one subletting shall not obligate the Corporation to consent to any other subletting.

ARTICLE 8. TRANSFER, PLEDGES

Neither this Occupancy Agreement nor any right contained therein may be transferred or assigned except in the same manner as may now or hereafter be provided for the transfer or assignment of memberships in the bylaws of the Corporation. Similarly, neither this Occupancy Agreement, nor any right contained herein, nor the membership of the Member in the Corporation, or the Member's membership certificate may be assigned or pledged by the Member as security for the repayment of any indebtedness of the Member without the prior written consent of the Corporation. Consent by the Corporation to any such assignment or pledge shall not be deemed or construed to be consent by the Corporation to any future or successive assignments or pledges. The Member agrees that any such consent by the Corporation to any such assignment or pledge shall be upon terms and subject to all conditions set forth in any agreement (a "Recognition Agreement") entered into by and between the Corporation and the assignee or pledgee of the Member prior to or concurrently with such assignment or pledge. Without limiting or modifying the foregoing, the Member specifically acknowledges and agrees that a Recognition Agreement may provide for the payment by the Corporation to the Member's assignee or pledgee of certain sums which otherwise would be payable by the Corporation to the Member.

ARTICLE 9. MANAGEMENT, TAXES AND INSURANCE

The Corporation shall provide necessary management, operation and administration; pay or provide for the payment of all taxes or assessments levied against assets of the Corporation, procure and pay or provide for the payment of fire insurance, extended coverage and other insurance as required by any mortgage on property of the Corporation and such other insurance as the Corporation may deem advisable. The Corporation shall not provide insurance on the Member's interest in the dwelling unit or on the Member's personal property. The Member shall reimburse the Corporation for the portion of real property taxes and assessments attributable to the Member's dwelling unit.

ARTICLE 10. UTILITIES

The Corporation shall provide electricity for exterior use, water for exterior and interior use, sewage disposal, garbage and trash collection and master TV antenna service. The cost of such services shall be included in the Carrying Charges. Electricity for interior use shall be individually metered and billed by Southern California Edison Company or any successor utility and paid directly by the Member.

ARTICLE 11. REPAIRS

(a) By Member. Subject to the terms of any Recognition Agreement, the Member agrees to repair and maintain the dwelling unit at the Member's own expense as follows:

- 1) Any repairs or maintenance necessitated by the Member's own negligence or misuse; and
- 2) Any redecoration of the interior of the dwelling unit; and
- 3) Any repairs or maintenance on any air conditioner installed in the dwelling unit; and
- 4) Any maintenance, repairs and replacements of appliances within the interior of the dwelling unit (including, but not limited to, refrigerators, cook tops, hoods and ovens), and any cabinet modifications/alterations and other upgrades related to the installation of those appliances, that are designated as the responsibility of the Member under the Corporation's "Appliance Policies" adopted on March 11, 2003, as may be amended from time to time; and
- 5) Any repairs or maintenance of all fixtures and other items within the interior surfaces of the perimeter walls, floors and ceilings of the dwelling unit that are designated as the responsibility of the Member under the Corporation's "Summary of Chargeable Maintenance Services" adopted on June 12, 2007, as may be amended from time to time; and
- 6) Any repairs or maintenance of alterations and additions made by the Member (or any predecessor of the Member) in the interior or exterior of the dwelling unit, as described in Article 12 of this Occupancy Agreement.

(b) By Corporation. The Corporation shall provide and pay for all necessary repairs, maintenance and replacements, except as specified in clause (a) of this Article, including but not limited to unaltered kitchen and bath floors and countertops. The officers and agents of the Corporation shall have the right to enter the dwelling unit of the Member in order to effect necessary repairs, maintenance, and replacements, and to authorize entrance for such purposes by employees of any contractor, utility company, municipal agency, or others, at any reasonable hour of the day and in the event of emergency at any time.

(c) Right of Corporation to make repairs at Member's expense.

In case the Member shall fail to effect the repairs, maintenance or replacements specified in clause (a) of this Article in a manner satisfactory to the Corporation and pay for same, the Corporation may do so on behalf of the Member, and upon demand by the Corporation the Member shall reimburse the Corporation promptly upon receipt of a bill for same.

(d) Payment by Member. The Member shall pay the Corporation for any maintenance, repairs, replacements or other services specified in clause (a) of this Article which are the obligation of the Member to provide, where such maintenance, repairs, replacements or other services are rendered by the Corporation at the request of the Member. The Member agrees to make such payment promptly upon receipt of a bill for same from the Corporation.

ARTICLE 12. ALTERATIONS AND ADDITIONS

The Member shall not make any structural alterations to the interior or exterior of the dwelling unit or to any pipes, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements, or fixtures from the dwelling unit without prior written consent of the Corporation. The Member shall not install or use in the dwelling unit, any air conditioning equipment, washing machine, clothes dryer, electric heater, or power tools without prior written consent of the Corporation. The Member shall remove any such equipment promptly upon request of the Corporation.

Any alterations, additions, fixtures or improvements installed by the Member or any predecessor of the Member, whether within or without the dwelling unit, shall be repaired or maintained by the Member at its own expense and in a manner satisfactory to the Corporation. If the Member should fail to do so, such repairs or maintenance may be performed by the Corporation and upon demand by the Corporation, the Member shall reimburse the Corporation therefor forthwith.

ARTICLE 13. MEMBERSHIP IN THE FOUNDATION

Prior to occupancy of the dwelling unit, the Member shall become a resident member of the Foundation and shall pay such dues, assessments, fees and charges now or hereafter determined by its Board of Directors. The extent and nature of facilities and services provided by the Foundation, the fees and charges therefor, and the persons to whom available shall be determined by the Foundation from time-to-time.



GENERAL CONDITIONS continued

ARTICLE 14. DEFAULT BY MEMBER

If at any time after the happening of any of the events specified in clauses (a) to (h) of this Article, the Corporation shall give to the Member a notice that its rights under this Occupancy Agreement will expire at a date not less than ten (10) days thereafter, all of the Member's rights under this Occupancy Agreement will expire on the date so fixed in such notice, unless in the meantime the default has been cured in a manner deemed satisfactory by the Corporation, it being the intention of the parties hereto to create hereby conditional limitations, and it shall thereupon be lawful for the Corporation to re-enter the dwelling unit and to remove all persons and personal property therefrom, either by summary dispossession proceedings or by suitable action or proceeding at law or in equity or by any other proceedings which may apply to the eviction of tenants, and to repossess the dwelling unit in its former state:

- a) If at any time during the term of this Occupancy Agreement the Member shall cease to be the owner and legal holder of a membership in the Corporation unless the Corporation gives its consent in writing to a transfer or assignment under which Member has a right to continue possession.
- b) If the Member attempts to transfer, assign or pledge this Occupancy Agreement in a manner inconsistent with the provisions of the bylaws or this Occupancy Agreement.
- c) If at any time during the term of this Occupancy Agreement the Member shall be declared bankrupt under the laws of the United States.
- d) If at any time during the term of this Occupancy Agreement a receiver of the Member's property shall be appointed under the laws of the United States or of any State.
- e) If at any time during the term of this Occupancy Agreement the Member shall make a general assignment for the benefit of creditors.
- f) If at any time during the terms of this Occupancy Agreement the membership in the Corporation owned by the Member shall be duly levied upon and sold under the process of any Court.
- g) If the Member shall fail to pay any sum due pursuant to the provisions of this Occupancy Agreement.
- h) If the Member, any non-Member occupant of the dwelling unit or any guest or invitee of the Member or such non-Member occupant of the dwelling unit, shall default in the performance of any of their respective obligations under this Occupancy Agreement.

The Member hereby expressly waives any and all right of redemption in case it shall be dispossessed by judgment of any Court; the words "enter", "re-enter", and "re-entry", as used in this Occupancy Agreement are not restricted to their technical legal meaning and in the event of a breach or threatened breach by the Member, any non-Member occupant of the dwelling unit, or any guest or invitee of the Member or such non-Member occupant of the dwelling unit, of any of the covenants or provisions of this Occupancy Agreement; the Corporation shall have the right of injunction and the right to

invoke any remedy allowed by law or in equity as if re-entry, summary proceedings, and other remedies were not herein provided for.

The Member expressly agrees that there exists under this Occupancy Agreement a landlord-tenant relationship and that in the event of a breach or threatened breach of any covenant or provision of this Occupancy Agreement by the Member, or non-Member occupant of the dwelling unit, or any guest or invitee of the Member or such non-Member occupant of the dwelling unit, there shall be available to the Corporation such legal remedy or remedies as are available to a landlord under the laws of the State of California for the breach or threatened breach by a tenant of any provision of a lease or rental agreement. The Member hereby waives any and all notices and demands for possession as provided by the laws of the State of California.

ARTICLE 15. COMPLIANCE WITH REGULATIONS

The Member shall preserve and promote the cooperative ownership principles on which the Corporation and the Foundation have been founded, abide by the articles of incorporation, bylaws, rules and regulations of the Corporation and of the Foundation and any amendments thereto now or hereafter in force and by its acts of cooperation with other members, bring about for itself and its fellow members a high standard in home and community conditions.

ARTICLE 16. EFFECT OF FIRE LOSS

In the event of loss or damage by fire or other casualty to the dwelling unit without the fault or negligence of the Member, the Corporation shall determine whether to restore the damaged premises and shall further determine, in the event such premises shall not be restored, the amount which shall be paid to the Member to redeem the membership of the Member and to reimburse the Member for such loss as it may have sustained. If, under such circumstances, the Corporation elects to restore the premises, Carrying Charges shall not abate, wholly or partially, unless otherwise determined by the Corporation. If the Corporation elects not to restore the premises, the Carrying Charges shall cease from the date of such loss or damage.

ARTICLE 17. INSPECTION OF DWELLING UNIT

Representatives of any mortgagee holding a mortgage on the property of the Corporation occupied by the Member, the officers and agents of the Corporation, and with the approval of the Corporation, the employees of any contractor, utility company, municipal agency or others, shall have the right to enter the dwelling unit of the Member and make inspection thereof at any reasonable hour and at any time in case of emergency involving danger to life or property, regardless whether such potential danger actually exists.

ARTICLE 18. SUBORDINATION

The cooperative housing project, of which the dwelling unit is a part, was constructed with the assistance of a mortgage loan made by a private lending institution. This Occupancy Agreement and all rights, privileges and benefits hereunder are and shall be

at all times subject to, subordinate and inferior to the lien of a first mortgage or deed of trust and the accompanying documents executed to secure the principal sum, to any and all modifications, extensions and renewals of such loans, to any mortgage or deed of trust made in replacement of such mortgage or deed of trust and to such additional loans or advances as may thereafter be made by or borrowed from the beneficiary, its successors or assigns, together with interest thereon, and to any mortgages or deeds of trust, consolidation agreements and other accompanying documents given to secure any such additional loan or advances which may at any time hereafter be placed on the real property of the Corporation, or any part thereof. The Member hereby agrees to execute, at the Corporation's request and expense, any instrument which the Corporation or any lender may deem necessary or desirable to effect the subordination of this Occupancy Agreement to any such mortgage or deed of trust, and the Member hereby appoints the Corporation and each and every officer thereof, and any future officer, such Member's attorney-in-fact during the term hereof to execute any such instrument on behalf of the Member. The Member hereby expressly waives any and all notices of default and notices of foreclosure of said mortgage and deed of trust which may be required by law. In the event a waiver of such notices is not legally valid, the Member hereby designates the Corporation as its agent to receive and accept such notices on the Member's behalf.

ARTICLE 19. NOTICES

Whenever the provisions of law, the bylaws of the Corporation or this Occupancy Agreement require notice to be given to either party hereto, such notice may be given in writing by depositing the same in the United States mail, in a postpaid, sealed envelope addressed to the person to whom the notice is to be given, at his or her address as the same appears in the books of the Corporation and the time of mailing shall be deemed to be the time of the giving of such notice.

ARTICLE 20. FISCAL REPORTS

The Corporation shall furnish to the Member a review of the financial statement of the Corporation in accordance with the provisions of applicable law.

ARTICLE 21. REPRESENTATIONS

No representations, other than those contained in this Occupancy Agreement, shall be binding upon the Corporation.

ARTICLE 22. RIGHTS AND REMEDIES

The rights and remedies available to the Corporation in the event of any breach of this Occupancy Agreement by the Member, any non-Member occupant of the dwelling unit, or occupant of the dwelling unit, or any guest or invitee of the Member or such non-Member occupant of the dwelling unit, whether provided by this Occupancy Agreement or by law, are cumulative. The exercise of any such right or remedy shall not be deemed to be a waiver of the same right or remedy for the

same or any other breach by the Member. The failure to exercise any right or remedy available to the Corporation for any breach of this Occupancy Agreement by the Member shall not be deemed to be a waiver of any of its rights or remedies in the event of any other breach by the Member.

ARTICLE 23. LATE CHARGES AND ATTORNEY'S FEES

The Member covenants and agrees that, in addition to the other sums that have become or will become due pursuant to the terms of this Occupancy Agreement, the Member shall pay to the Corporation a late charge in an amount determined by the Corporation, reasonable costs of collection and interest at a rate determined by the Corporation for each payment of Carrying Charges or part thereof not paid within 15 days after the date payment is due.

If the Member shall default in making payments of any sum payable to the Corporation or if the Member, any non-Member occupant of the dwelling unit, or any guest or invitee of the Member or such non-Member occupant of the dwelling unit defaults in the performance of any of their respective obligations under this Occupancy Agreement, and the Corporation has obtained the services of an attorney with respect to any such default, the Member shall pay to the Corporation any costs or fees involved, including reasonable attorney's fees, notwithstanding the fact that a suit has not yet been instituted. In case a suit is instituted, the Member shall also pay costs of suit in addition to the aforesaid costs and fees.

ARTICLE 24. SUCCESSOR, ASSIGNEES, ETC.

Subject to the limitations on assignments, transfers, pledges and subletting set forth elsewhere herein, the provisions of this Occupancy Agreement shall be binding on the successors, assignees, heirs and personal representatives of the Member.

ARTICLE 25. AMENDMENTS

This Occupancy Agreement may not be amended or modified without the prior written consent of the Corporation and shall not be enforceable unless in the form of a written instrument executed by the party against whom enforcement is sought. Member acknowledges and agrees that the Corporation may condition its consent to any amendment or modification upon the Corporation's receipt of a written consent to the change from any assignee or pledgee of the Member, regardless whether that consent is required by the terms of any Recognition Agreement.



Addendum To Occupancy Agreement – Trustee Membership

1. IDENTIFICATION	Unit No.
Date of Occupancy Agreement	Date of Declaration of Trust Or Order Establishing Trust
Trustee Member *	
Current Beneficiary *	

2. MODIFICATION OF RECITAL
<p>A. The Current Beneficiary has a bona fide intention to reside in the described dwelling unit and the Trustee has a bona fide intention to permit that residency.</p>

3. MODIFICATION OF GENERAL CONDITIONS
<p>A. The current Beneficiary guarantees the performance of all obligations of the Trustee Member and agrees to abide by all of the provisions of the General Conditions of the Occupancy Agreement as if the Current Beneficiary were the Member.</p> <hr/> <p>B. Only the person treated as the beneficial owner of the trust for federal income tax purposes under Section 671 et seq. of the Internal Revenue Code of 1954 (or any successive provision) and approved for membership and such persons as would be permitted to reside in the Unit if title were held by that beneficial owner will be permitted to reside in the Unit.</p> <hr/> <p>C. Within a reasonable time after the trust ceases to be one of which the Current Beneficiary or any other person approved for membership is treated as the beneficial owner of the trust for income tax purposes under Section 671 et seq. of the Internal Revenue Code of 1954 (or any successive provision), the Trustee shall transfer the membership either to an individual approved for membership or to the trustee of a qualified trust.</p>

_____ Current Beneficiary	_____ Trustee
_____ Current Beneficiary	_____ Trustee
_____ Date	

<p>* If more than one Trustee Member or more than one Beneficiary, then each must sign the addendum.</p>
--



Stock Assignment Separate From Certificate (FOR RESALE ONLY)

For value received, the undersigned hereby sell, assign and transfer to

----- **ONE MEMBERSHIP** -----

represented by the within Certificate, and do hereby irrevocably constitute and appoint

xx

attorney to transfer the said Membership

on the books of the within-named Corporation with full power of substitution in the premises.

Dated: _____

Signature witnessed by: _____

Signature / Printed Name

Signature of Corporate Representative / Printed Name

Signature / Printed Name

SIGNATURE GUARANTEES

Name of Signature Guarantor (print) _____

Medallion Imprint

Bank or Company _____

Signature _____

Dated _____

NOTICE:

A financial institution may have additional requirements if a loan is outstanding.

Signature(s) to this assignment must correspond with the name(s) as written upon the face of the Certificate in every particular without alteration or enlargement or any change whatsoever.

Signature(s) to this assignment may be affixed in the presence of a representative of the Corporation; otherwise, signature(s) may also be affixed if guaranteed by an attorney, a banker, an escrow officer or stock broker.

Notarization of signature(s) to this document is also sufficient and acceptable, and in such cases, the Corporation will recognize the authority of the signer. The Notary Public Acknowledgement must accompany this assignment.

Assignments separate from the Certificate may be executed according to the restrictions noted above.

If the Certificate is executed by the Member's Attorney in Fact, the Power of Attorney is made a part of this assignment, and must accompany the Certificate together with proof that the principal is still living.



Interim Dual Membership Agreement

THIS INTERIM DUAL MEMBERSHIP AGREEMENT ("Agreement") is executed as of the _____ day of _____, 20____, by and between UNITED LAGUNA WOODS MUTUAL ("United"), a California Nonprofit Mutual Benefit Corporation and _____ ("Purchaser") with reference to the following facts:

- A. Purchaser is the owner of one Membership in United and has executed an Occupancy Agreement with United in connection with such ownership. Under the terms of the Occupancy Agreement, Purchaser has the exclusive right to occupy certain premises owned by United and commonly described as _____ Laguna Woods, California ("First Unit" and first Membership).
- B. Purchaser desires to purchase a second Membership in United and execute a second Occupancy Agreement with United, thereby permitting Purchaser to occupy certain other premises owned by United and commonly described as _____, Laguna Woods, California (the "Second Unit" and the "Second Membership"). **Duration of this agreement shall be six months from the date of this agreement, subject to renewal at the Board's discretion.**
- C. In reliance upon the covenants and representations of Purchaser hereinafter set forth, United consents to Purchaser's purchase of a Second Membership in United, execution of a second Occupancy Agreement with United, and occupancy of a second unit while still the owner of the first Membership, subject to the following terms and conditions:
1. Purchaser shall pay all amounts due or which hereafter become due on each Membership shall continue throughout the entire duration of Purchaser's ownership of such Memberships. If the Occupancy Agreement related to any such Membership terminates for any reason whatsoever prior to Purchaser's sale of that Membership, then Purchaser shall not be obligated to pay any amounts that become due on such Membership after the termination of the related Occupancy Agreement.
 2. Purchaser represents and warrants that he has undertaken, or will undertake immediately, all reasonable efforts to sell the First Membership, including but not limited to offering the First Unit for sale. Purchaser further represents and warrants that the First Membership and right to occupy the First Unit is presently offered for sale at an asking price of _____ dollars (\$_____)
 - which Purchaser believes is a fair and reasonable asking price for the First Unit, and that Purchaser shall not remove the First Unit from the Resale Market.
 3. Purchaser is solely responsible for the resale of both Memberships and the rights to occupy both Units. No representation, guarantee, or assurance has been made to the purchaser by the Golden Rain Foundation of Laguna Woods, United or any agent, representative, attorney, or employee, regarding the sale of the Membership or occupancy rights.
 4. Purchaser shall not make or file, or cause to be made or filed, any claim or action against the Golden Rain Foundation of Laguna Woods, or any agent, representative, attorney, or employee, arising out of, connected with, or incidental to Purchaser's failure to obtain a suitable purchaser for either Membership or right to occupy either Unit.
 5. This Agreement is only between United and the Purchaser, and is solely intended to establish the additional rights, duties, and obligations of United and Purchaser for the limited time period during which Purchaser owns two Memberships and the right to occupy the First Unit and the Second Unit. Nothing in this Agreement shall operate to relieve or in any way affect the obligation of any real estate broker, whether presently existing or hereafter arising, to perform its obligations under any listing agreement with Purchaser for the sale of the first Membership or right to occupy the first unit.



6. Purchaser acknowledges and agrees that: (a) Purchaser is prohibited from owning more than one Membership and the right to occupy more than one Unit, except under certain limited circumstances which are not applicable to this transaction; (b) Purchaser's permission to own more than one Membership and the right to occupy more than one Unit is granted by United to Purchaser under this Agreement only for a limited duration as an accommodation to Purchaser; (c) nothing in this Agreement shall be construed as a waiver or modification or any kind whatsoever of the general prohibition against Purchaser's ownership of more than one Membership and the right to occupy more than one Unit; and (d) Purchaser shall sell or otherwise dispose of one of the Memberships within six months.
7. This Agreement shall be treated as an addendum to the Occupancy Agreement executed by Purchaser in connection with Purchaser's purchase of the second Membership. Any failure to comply with this Agreement shall constitute a breach of the Occupancy Agreement.
8. Nothing in this agreement shall be construed to allow Purchaser to sublet either Unit.
9. Purchaser is hereby aware of the Corporation policy that limits the execution of an Interim Dual Membership Agreement to one (1) in any two-year period.
10. Purchaser shall provide a copy of this Agreement to all present and future licensed real estate broker(s) with whom purchaser has listed, or lists, either Membership immediately upon listing such Membership and occupancy right with such broker.

IN WITNESS WHEREOF, the parties to this Agreement has executed this Agreement on the day and year first above written.

"Purchaser"

United Laguna Woods Mutual, a California
Nonprofit Mutual Benefit Corporation

By:

Signature

Signature

Name Printed

Name Printed – Authorized Agent

Signature

Name Printed



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

UNITED LAGUNA WOODS MUTUAL
POST OFFICE BOX 2220
LAGUNA HILLS, CALIFORNIA 92654 - 2220

THIS SPACE FOR RECORDER'S USE ONLY

Memorandum of Occupancy Agreement

THIS MEMORANDUM OF OCCUPANCY AGREEMENT IS MADE AS OF _____, _____ by and between United Laguna Woods Mutual ("United"), a California nonprofit mutual benefit corporation and _____ ("Member").

The property with which this Memorandum of Occupancy Agreement is concerned is that certain real property located in the City of Laguna Woods, County of Orange, and State of California, commonly known as _____ and Unit _____, Building _____ as set forth in the Exhibit _____ to that certain Memorandum of Occupancy Agreement recorded in the Official Records of Orange County, California on May 10, 2013 as Instrument No. 2013000284997, which is a cooperative apartment (the "Unit") in the community commonly known as Laguna Woods Village. *See Legal Description*

By an unrecorded document entitled Occupancy Agreement dated _____, 20____, United leases the Unit to Member for an initial term of three years beginning on ☐ the date of recordation of the Memorandum of Occupancy Agreement recorded as Instrument No _____, ☒ the date of the Occupancy Agreement, which term could be automatically renewed for successive terms of three years as provided in Article 4 of the Occupancy Agreement.

This Memorandum of Occupancy Agreement is subject to the conditions, covenants and provisions, including those pertaining to the assessments, limitations on use, construction of improvements, and transfer of any interest in the leasehold estate or portions thereof, provided in the Occupancy Agreement.

IN WITNESS WHEREOF, United and Member have executed this Memorandum of Occupancy Agreement as of the date set forth above.

MEMBER(S)

UNITED LAGUNA WOODS MUTUAL - OWNER
By:

Signature

Signature

Name Printed

Name Printed – Authorized Agent

Signature

Name Printed



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)



Subordination Agreement

UNIT NO:

Date of Recognition Agreement: _____

Name of Lender: _____

Acknowledgement by Borrower:

I have received a copy of that Recognition Agreement between United Laguna Woods Mutual and the Lender, and I specifically consent to subordinate my rights under my Occupancy Agreement and the Bylaws of United Laguna Woods Mutual to those of the Lender set forth in that document. By way of illustration (and not to the exclusion of other rights), I agree that the Lender's consent may be required to transfer my unit and that Lender may be entitled to receive money I otherwise would receive from the proceeds of sale or in the event of redemption or surrender of my Membership, casualty, loss or condemnation.

Lender may need notification when unit is sublet.

Dated: _____

Borrower: _____

Borrower: _____

Borrower: _____

For Office Use Only

Lender's ID Number: _____



Application For Co-Occupancy Permit

				<input type="checkbox"/> UNITED	UNIT ADDRESS	
ATTACH VERIFICATION OF VALID AGE - DRIVER'S LICENSE / PASSPORT / BIRTH CERTIFICATE / MILITARY ID						
	LAST NAME	FIRST NAME	MI	SOC SEC #	BIRTHDATE	OFFICE USE ONLY
1.						
2.						
1.	MARITAL STATUS <input type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWED <input type="checkbox"/> SINGLE <input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPARATED			IF UNDER 45 YEARS OF AGE, INDICATE IF <input type="checkbox"/> SPOUSE / REGISTERED DOMESTIC PARTNER		
2.	MARITAL STATUS <input type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWED <input type="checkbox"/> SINGLE <input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPARATED			IF UNDER 45 YEARS OF AGE, INDICATE IF <input type="checkbox"/> SPOUSE / REGISTERED DOMESTIC PARTNER		
APPLIC. RELATIONSHIP TO SHAREHOLDER		PREVIOUS ADDRESS		CITY	STATE	ZIP
IN EMERGENCY, NOTIFY		RELATIONSHIP TO APPLICANT	ADDRESS		TEL NO.	
SHAREHOLDER / CO-OCCUPANT ACKNOWLEDGMENTS						
WE HEREBY APPLY FOR APPROVAL FOR THE APPLICANT TO RESIDE IN THE UNIT IDENTIFIED ABOVE AS A NON-MEMBER OCCUPANT, AND AFFIRM THAT THE INFORMATION PROVIDED HEREIN IS ACCURATE TO THE BEST OF OUR KNOWLEDGE. WE HAVE READ THE TERMS AND CONDITIONS FOR SUCH OCCUPANCY ON THE REVERSE SIDE OF THIS APPLICATION, AND AGREE TO BE BOUND BY THE TERMS THEREIN. WE HAVE RECEIVED A COPY OF THE NOTICE INFORMING US OF THE POSSIBLE EXISTENCE OF ASBESTOS IN CERTAIN BUILDINGS.						
WE SWEAR, UNDER PENALTY OF PERJURY, THAT THERE WILL NOT BE A LANDLORD-TENANT RELATIONSHIP BETWEEN SHAREHOLDER AND OCCUPANT, AND THAT NO RENTS WILL BE PAID OR COLLECTED DURING THE DURATION OF APPLICANT'S OCCUPANCY, UNLESS A LEASE IS EXECUTED THROUGH THE GOLDEN RAIN FOUNDATION (GRF) LEASING OFFICE.						
*All Members & Occupants Must Initial "No Rent Paid or Collected" Agreement _____						
SHAREHOLDER NAME (PRINT)		SHAREHOLDER SIGNATURE		DATE	TO RESIDE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
SHAREHOLDER NAME (PRINT)		SHAREHOLDER SIGNATURE		DATE	TO RESIDE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
1. CO-OCCUPANT SIGNATURE		DATE	2. CO-OCCUPANT SIGNATURE		DATE	
COMMUNITY SERVICES DEPARTMENT USE ONLY						
FLOORPLAN: _____ # BEDROOMS: _____ # PERSONS RESIDING IF THIS PERMIT IS APPROVED _____						
ID CARD FEES TO BE COLLECTED: \$ _____ <input type="checkbox"/> EXEMPT (spouse/domestic partner status verified)						
IF APPLICANT IS UNDER 55 YEARS OF AGE, INDICATE IF QUALIFYING RESIDENT HAS BEEN VERIFIED. <input type="checkbox"/> YES <input type="checkbox"/> NO						
DOES THE APPROVAL OF THIS APPLICATION EXCEED THE NUMBER OF PERSONS PERMITTED TO OCCUPY THIS UNIT? <input type="checkbox"/> YES <input type="checkbox"/> NO						
VERIFIED BY: _____ OCCUPANT'S PHONE # _____						
ACTION BY MUTUAL BOARD OF DIRECTORS						
APPLICATION DENIED				APPLICATION APPROVED		
The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is denied .				The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is approved .		
SIGNATURE				SIGNATURE		
SIGNATURE				SIGNATURE		
SIGNATURE				SIGNATURE		
DATE:				DATE: Agenda Item # 13d Page 50 of 54		

Application For Co-Occupancy Permit

PRIMARY RULES GOVERNING OCCUPANCY

THE PARTIES TO THIS AGREEMENT ARE THE MUTUAL CORPORATION, HEREINAFTER REFERRED TO AS "THE MUTUAL"; THE MEMBER(S), HEREINAFTER REFERRED TO AS "THE MEMBER(S)", AND WHOSE SIGNATURE APPEARS ON THE REVERSE SIDE OF THIS APPLICATION; AND THE APPLICANT(S) FOR OCCUPANCY, HEREINAFTER REFERRED TO AS "CO-OCCUPANT(S)", AND WHOSE SIGNATURE APPEARS ON THE REVERSE SIDE OF THIS APPLICATION. IN CONSIDERATION OF THEIR MUTUAL UNDERTAKINGS, THE PARTIES HERETO AGREE AS FOLLOWS:

1. CO-OCCUPANT(S) SHALL BE ENTITLED TO OCCUPY THE UNIT INDICATED ON THE REVERSE SIDE OF THIS APPLICATION.
2. CO-OCCUPANT(S) AND MEMBER(S) AFFIRM THEIR INTENT THAT THE CO-OCCUPANT WILL RESIDE IN THIS UNIT AND THAT OCCUPANT IS 45 YEARS OF AGE OR OLDER, OR IS THE SPOUSE OR REGISTERED DOMESTIC PARTNER OF THE QUALIFYING RESIDENT.
3. IN UNITED MUTUAL, NON-MEMBERS MAY RESIDE ONLY IF THEY CO-OCCUPY WITH MEMBERS WHO ARE IN RESIDENCE (AND MEET THE REQUIREMENTS OF SECTION 2 ABOVE) OR ARE THE PARENTS OF MEMBERS, WITH ONE QUALIFYING RESIDENT AT LEAST 55 YEARS OF AGE.
4. CO-OCCUPANT(S) SHALL BE ENTITLED TO THE USE AND ENJOYMENT OF THE FACILITIES AND SERVICES PROVIDED BY THE GOLDEN RAIN FOUNDATION ON THE SAME BASIS AS MEMBERS OF THE FOUNDATION, BUT WILL HAVE NEITHER OWNERSHIP NOR VOTING RIGHTS IN THE FOUNDATION OR ANY MUTUAL.
5. MEMBER SHALL BE RESPONSIBLE FOR THE CONDUCT AND DEPORTMENT OF THE CO-OCCUPANT.
6. CO-OCCUPANT SHALL BE SUBJECT TO THE SAME RULES, REGULATIONS, RESTRICTIONS (AND OF THE OCCUPANCY AGREEMENT IN UNITED MUTUAL) THAT ARE APPLICABLE TO MEMBER, EXCEPT WITH RESPECT TO PAYMENT OF CARRYING CHARGES. IF CO-OCCUPANT EVER SHALL BECOME THE LEGAL OR EQUITABLE OWNER OF THE MEMBERSHIP, CO-OCCUPANT WILL APPLY FOR MEMBERSHIP IN THE MUTUAL (AND WILL EXECUTE AN OCCUPANCY AGREEMENT IN UNITED MUTUAL) IN THE FORM GENERALLY USED BY THE MUTUAL AND WILL PAY ALL AMOUNTS DUE PURSUANT TO THE CC&R'S (OR OCCUPANCY AGREEMENT).
7. MEMBER AND CO-OCCUPANT SHALL BE EQUALLY RESPONSIBLE FOR PAYMENT OF ANY CHARGES INCURRED BY CO-OCCUPANT IN RESPECT TO SERVICE PROVIDED BY GOLDEN RAIN FOUNDATION OR THE MUTUAL.
8. MEMBER AGREES TO PAY TO THE MUTUAL AN ADDITIONAL SUM EACH MONTH FOR EACH OCCUPANT OF THE UNIT IN EXCESS OF TWO, (IN EXCESS OF ONE IN THE TOWERS) AT THE RATE PRESCRIBED BY THE MUTUAL.
9. **MEMBERS SHALL BE RESPONSIBLE FOR CANCELING THE CO-OCCUPANCY STATUS AND RETURNING CO-OCCUPANT'S ID CARD AND VEHICLE DECAL WHEN OCCUPANT CEASES TO RESIDE IN THE UNIT.**
10. ANY PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME UPON THIRTY DAYS WRITTEN NOTICE TO THE OTHER PARTIES TO THIS AGREEMENT.
11. IN ORDER TO INDUCE MUTUAL TO EXECUTE THIS AGREEMENT, THE OTHER PARTIES AGREE THAT THEY HAVE NO RIGHTS AGAINST MUTUAL AS A DIRECT OR INDIRECT RESULT OF THE EXECUTION OF THIS AGREEMENT, AND IN THE EVENT THAT THERE ARE ANY EXPENSES INCURRED BY THE MUTUAL TO ENFORCE THE TERMS OF THIS AGREEMENT, OR TO REMOVE OR TAKE OTHER ACTION, OR TO DEFEND ANY ACTION RELATIVE TO MEMBER OR CO-OCCUPANT, AS A DIRECT OR INDIRECT RESULT OF THIS AGREEMENT, MEMBER AND CO-OCCUPANT AGREE TO HOLD THE MUTUAL HARMLESS FROM AND TO PAY ALL COSTS OR EXPENSES INCURRED BY MUTUAL, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, COURT COSTS OR RELATED EXPENSES.
12. CO-OCCUPANT(S) OF THIRD MUTUAL AND MUTUAL FIFTY AFFIRM THAT THEY HAVE NOT BEEN CONVICTED OF A FELONY WITHIN THE PAST 20 YEARS, NOR A MISDEMEANOR INVOLVING MORAL TURPITUDE WITHIN THE PAST 5 YEARS.
13. GUESTS MAY STAY A MAXIMUM OF 60 DAYS PER YEAR, AND ONLY WHILE THE QUALIFYING SENIOR RESIDENT IS IN RESIDENCE.

NOTICE TO MEMBERS AND APPLICANTS

APPROVAL OF THIS APPLICATION BY THE MUTUAL, IN AND OF ITSELF, DOES NOT CONFER ANY RIGHT ON THE CO-OCCUPANT OTHER THAN THE REVOCABLE RIGHT TO OCCUPY THE UNIT NAMED ON THE REVERSE OF THIS FORM. AS INDICATED, BOTH MEMBER AND MUTUAL GENERALLY HAVE THE RIGHT TO TERMINATE OCCUPANT STATUS AT ANY TIME, WITHOUT CAUSE; PROVIDED, HOWEVER, THAT SECTION 51.3 OF THE CALIFORNIA CIVIL CODE MAY BE INTERPRETED TO INHIBIT THIS RIGHT OF TERMINATION IN CERTAIN CIRCUMSTANCES.

Disclosure Notice: Asbestos-Containing Construction Materials



NOTICE

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

FROM: VILLAGE MANAGEMENT SERVICES, INC.

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

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 owners, within 15 days of acquiring title to a Unit, the existence of asbestos-containing material in non-residential "public" buildings within the Mutual.

Village Management Services, Inc., as Employer, and as Agent, for the Associations which own or manage the buildings at Laguna Woods Village, Laguna Woods for their Members, hereby notifies all its Employees, Contractors and all Mutual Members and Transferees, that some buildings within Laguna Woods Village have been surveyed and found to contain asbestos.

The analytical method used to determine asbestos content was polarized light microscopy/dispersion staining. Since the community has an active Asbestos Operations and Maintenance program, testing is ongoing. Because of the high cost to conduct a complete asbestos survey and analysis of all buildings, surveys are conducted only upon repair, remodel, addition to or removal of a building or part of a building suspected to contain asbestos materials, as required by Labor Codes. The Certificates of Analysis for any testing received to date are available to employees, contractors, owners and tenants and transferees for review and photocopying from the Laguna Woods Village Human Resources/Safety Office, 24351 El Toro Road, Laguna Woods, CA., between 9:00a.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 constructed 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.

Page Two

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

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

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

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

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

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

January 1, 2016

Village Management Services, Inc.

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RESOLUTION OF THE BOARD OF DIRECTORS OF UNITED LAGUNA WOODS MUTUAL

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

WHEREAS, Golden Rain Foundation of Laguna Woods (“GRF”) is a non-profit mutual benefit corporation, existing under and by virtue of the laws of the State of California, organized primarily for the purpose of providing services and furnishing community facilities to housing operated on a cooperative or other basis and to the occupants thereof, specifically, the three (3) corporate entities known as United, Third Laguna Hills Mutual and Laguna Woods Mutual No. Fifty (collectively referred to as the “Corporate Members”), pursuant to the provisions set forth in the respective Articles of Incorporation and Bylaws;

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

WHEREAS, Section 6.4.5 of the GRF Bylaws provides that: “Any Director who misses four (4) regular monthly meetings within any twelve (12) month period shall automatically be removed from the Board of Directors, with such removal to be effective upon mailing notice to such Director from the President;”

WHEREAS, the United Board believes that Section 6.4.5 of the GRF Bylaws is vague as to the applicable time a director may miss a meeting, and is overly restrictive, unreasonable, and does not contemplate exceptions to same, irrespective that a director may have one or more justifiable reasons for missing the prescribed four (4) regular monthly meetings within any twelve (12) month period;

WHEREAS, the United Board believes that Section 6.4.5 of the GRF Bylaws should be amended to otherwise state that: “Any Director who misses four (4) regular monthly meetings within any twelve (12) month period of that Director’s current term shall automatically be removed from the Board of Directors, with such removal to be effective upon mailing notice to such Director from the President.” (Emphasis added);

WHEREAS, Section 14.1 of the GRF Bylaws provides, in relevant part, that: “New, amended or repeal of Bylaws or Articles of Incorporation may be adopted by the affirmative vote or written assent of the Corporate Members entitled to exercise a majority of the voting power of this

Corporation. Where any provision of these Bylaws requires the vote of a larger proportion of the Corporate Members than otherwise required by law, such provision may not be altered, amended or repealed except by vote of such larger number of Corporate Members;”

WHEREAS, Section 3.1 of the Bylaws states that: “The use of the community facilities of GRF Corporation shall be available to all Mutual Members (other than a Mutual Member whose Manor has been leased), Qualifying Residents, Co-Occupants, Tenants, and their guests on the terms, conditions and at the fees established, and from time to time amended by the Board of Directors of GRF Corporation;”

WHEREAS, pursuant to Recital B of the GRF Trust Agreement, “Certain community facilities, private streets, and certain other off-site amenities, hereinafter referred to as ‘Improvements,’ are planned to be constructed within the boundaries of Leisure World. They will be owned and maintained by Golden Rain in trust for the Cooperatives and their members and successors in trust;”

WHEREAS, the United Board believes a discrepancy exists between the GRF Bylaws and Trust Agreement, whereby the Trust Agreement does not contemplate the use of community facilities by non-members, while the Bylaws do;

WHEREAS, the United Board believes that the Trust Agreement should be amended to otherwise state that: “Certain community facilities, private streets, and certain other off-site amenities, hereinafter referred to as ‘Improvements,’ are planned to be constructed within the boundaries of Leisure World. They will be owned and maintained by Golden Rain in trust for the Cooperatives and their members and successors in trust (other than a member whose Manor has been leased), Qualifying Residents, Co-Occupants, Tenants, and their guests on the terms, conditions and at the fees established, and from time to time amended by the Board of Directors of GRF Corporation.” (Emphasis added);

WHEREAS, Section VI of the Trust Agreement provides, in pertinent part: “This Trust is and shall be irrevocable by and shall not be subject to alteration, modification or amendment by TRUSTEE, except as provided in paragraph C of Section VII hereof. The Trust may at any time or from time to time be altered, modified or amended by written instrument executed by TRUSTEE and by all the Cooperatives which have at such time become, and then remain beneficiaries of the Trust;”

WHEREAS, Section 5.3 of the GRF Bylaws provides that a special meeting of the Corporate Members may be called “...by a resolution approved by a majority of the Board of a Corporate Member;”

NOW THEREFORE, BE IT RESOLVED, that the United Board of Directors calls, through Village Management Services, Inc., a special meeting of the Corporate Members on _____, 2018, at ____:00 A.M., in the Community Center Board Room, or in any other meeting space therein available, for the stated purpose of voting on amending Section 6.4.5 of the GRF Bylaws and Recital B of the GRF Trust Agreement, as set forth herein;

THEREFORE, BE IT FURTHER RESOLVED, that the United Board hereby directs Village Management Services, Inc., to notice the _____, 2018 meeting (pursuant to Section 5.4 of the GRF Bylaws), with its stated purpose (as required by Section 5.4.4.3 of the GRF Bylaws), and to prepare the ballot, proposed amendments and related voting materials for the meeting;

THEREFORE, BE IT FURTHER RESOLVED, that the United Board hereby directs Village Management Services, Inc., to take any further steps as may be required under the GRF Bylaws and law, in connection with the _____, 2018 meeting and vote; and

THEREFORE, BE IT FURTHER RESOLVED, that the officers and agent of this Corporation are authorized to carry out the purpose of this resolution.

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Financial Report

As of April 30, 2018



INCOME STATEMENT

ACTUAL

(in Thousands)

TOTAL REVENUE

\$13,521

TOTAL EXPENSE

12,886

Revenue over Expense

\$635

Financial Report

As of April 30, 2018



Through April, United was better than budget by \$551K primarily due to timing of Expenditures:

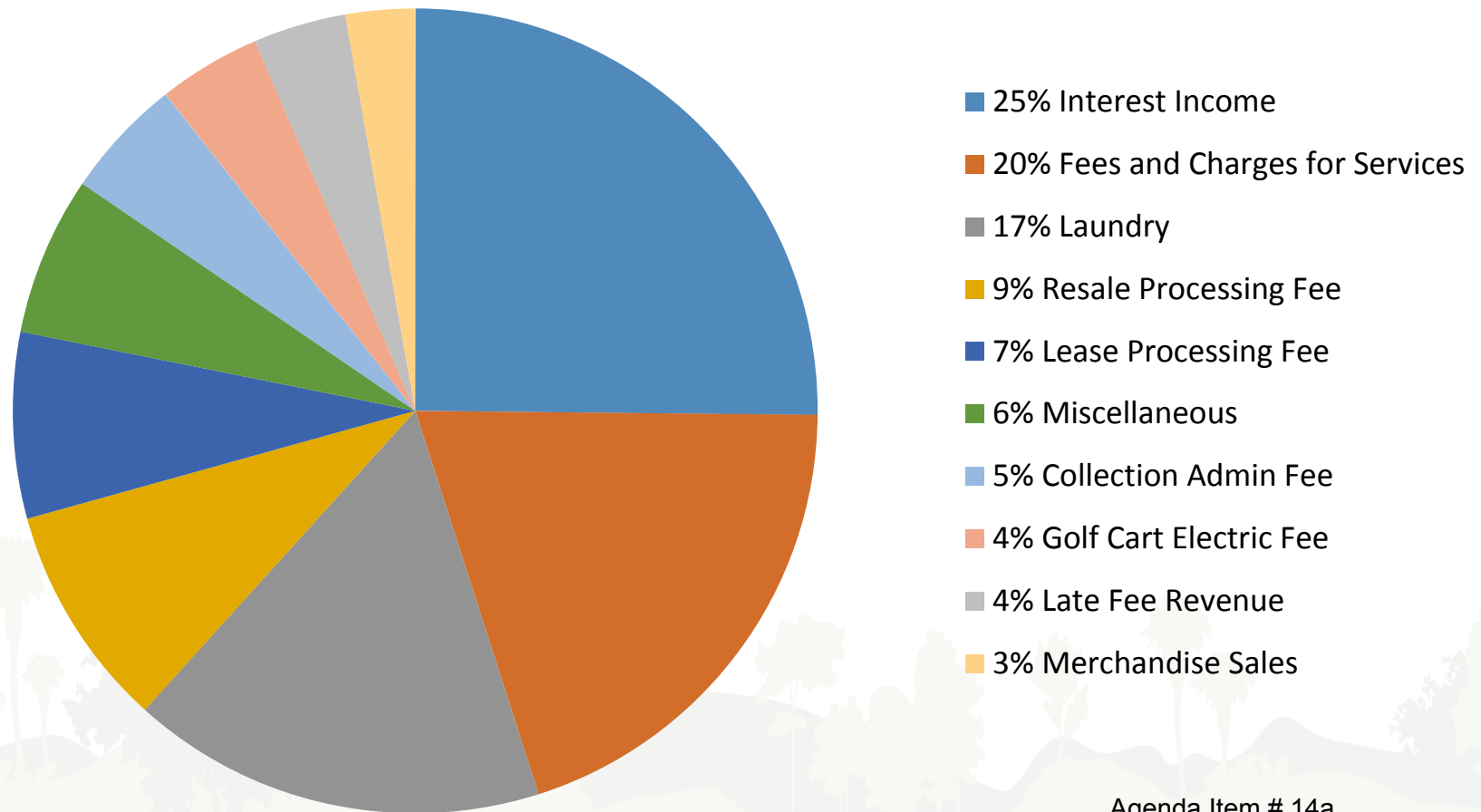
- **Employee Compensation**; savings due to vacant positions in maintenance; actively recruiting.
- **Building Structures**; to date, less use of contingency for balcony/beam/stucco repairs.
- **Landscape Revitalization**; scope of work not yet determined for this reserve program.
- **Pest Control**; fumigation program started in May and will be completed by November.

Financial Report

As of April 30, 2018



Total Non Assessment Revenues \$474,406

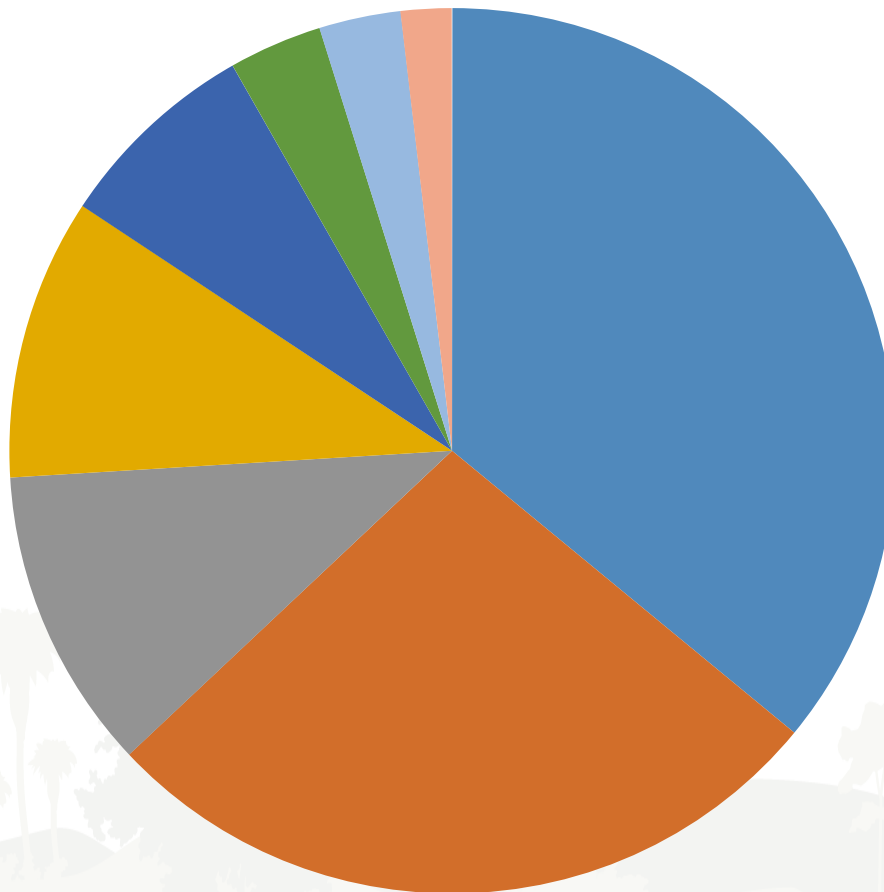


Financial Report

As of April 30, 2018



Total Expenses \$12,885,903



- 37% Employee Compensation and Related
- 27% Property and Sales Tax
- 11% Outside Services
- 10% Utilities and Telephones
- 7% Material and Supplies
- 3% Insurance
- 3% Net Allocations To Mutuals
- 2% Other

Financial Report

As of April 30, 2018



NON OPERATING FUND BALANCES

ACTUAL

(in Thousands)

BEGINNING BALANCES: 1/1/18

\$22,433

Contributions & Interest

4,092

Expenditures

(3,228)

Current Balances: 4/30/18

\$23,297

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OPEN MEETING

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

Tuesday, May 29, 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, Juanita Skillman, Janey Dorrell (open position), Advisors: Alan Dickinson, Diane Casey

OTHERS PRESENT: Maggie Blackwell, Dick Rader (VMS)

MEMBERS ABSENT: None

STAFF PRESENT: Betty Parker, Steve Hormuth, Christopher Swanson

Call to Order

Director Morrison chaired the meeting and called it to order at 2:03 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 March 27, 2018

A motion was made and carried unanimously to approve the Committee report with the follow correction:

- Correct the spelling of Raider to Rader.

Chair Remarks

Director Morrison welcomed the new United Finance Committee advisor, Diane Casey, to the committee. The Chair commented on the 2019 business planning process and encouraged participation.

Member Comments (Items Not on the Agenda)

Director Armendariz commented on reserves and impact of remodeled units.

Dick Rader (270-D) commented on reserves for appliances, solar panel cleanings, and tree maintenance around solar panels.

Director Randazzo commented on the Handyman pilot program and waste line replacements.

Department Head Update

Betty Parker, Financial Services Director, introduced the new Controller, Steve Hormuth to the Finance Committee and summarized his responsibilities. Steve provided a brief statement of his background.

Review Preliminary Financial Statements dated April 30, 2018

The Committee reviewed financials dated April 30, 2018. Discussion ensued and questions were addressed.

The Committee requested an update for the handyman program at the next finance committee meeting. The update should include number of members who have signed up for the program and revenue vs expenditures.

The Committee requested an expenditure report specific to water leaks and plumbing remediation programs. This item will be sent to M&C for clarification of requirements.

Betty Parker provided a handout on the creation of annual bill rates. Discussion ensued regarding direct time, indirect time, and allocations.

Electronic Payment Methods

Betty Parker provided a handout of the approved GRF electronic payment policy, allowing credit card payments for assessments and chargeable services once the website infrastructure is in place. Discussion ensued.

By consensus, the Committee agreed with the Staff recommendation to review usage six months after implementation then discuss potential for waiving fees on chargeable services. Further, the Committee requested clear communications to residents to avoid confusion with other payment methods such as auto debits (EZ Pay).

Funding for Wasteline Remediation

No action taken.

Endorsements from Standing Committees (as needed)

None.

Future Agenda Items

Electronic Payment Updates

Committee Member Comments

Director Armendariz encouraged board members to closely review 2019 budget materials.

Date of Next Meeting

Tuesday, July 31, 2018 at 2:00 p.m.

Adjournment

The meeting recessed to closed session at 3:40 p.m.

DRAFT

Gary Morrison, Chair

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Monthly Resale Report

PREPARED BY

Community Services Department

MUTUAL

All Mutuals

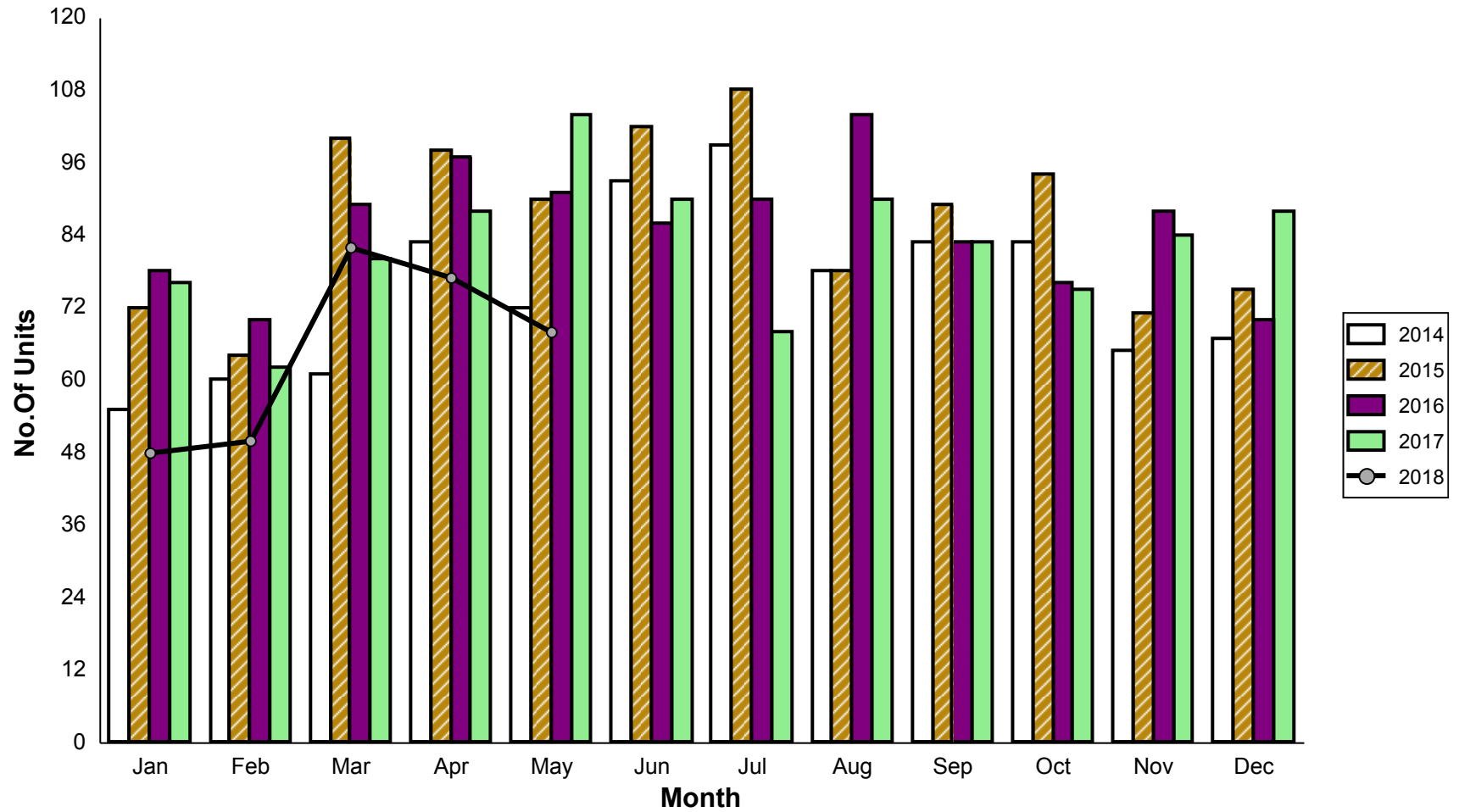
REPORT PERIOD

May, 2018

MONTH	NO. OF REALES		TOTAL SALES VOLUME IN \$\$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	48	76	\$14,821,540	\$23,481,992	\$308,782	\$308,974
February	50	63	\$18,660,142	\$18,400,200	\$373,203	\$292,067
March	82	80	\$28,065,799	\$24,765,800	\$359,818	\$309,573
April	77	88	\$27,694,226	\$29,024,579	\$364,398	\$329,825
May	68	105	\$23,610,490	\$34,046,751	\$347,213	\$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	325.00	412.00	\$112,852,197	\$129,719,322		
MON AVG	65.00	82.00	\$22,570,439	\$25,943,864	\$350,683	\$313,562

* Amount is excluded from percent calculation

Resales - 5 Year Comparison



Monthly Resale Report

PREPARED BY

MUTUAL

REPORT PERIOD

Community Services Department

United

May, 2018

MONTH	NO. OF REALES		TOTAL SALES VOLUME IN \$\$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	23	38	\$6,014,390	\$8,968,930	\$261,495	\$236,024
February	21	35	\$6,059,250	\$8,512,700	\$288,536	\$243,220
March	40	38	\$11,156,600	\$9,580,000	\$278,915	\$252,105
April	30	43	\$8,824,600	\$10,177,429	\$294,153	\$236,684
May	30	60	\$8,345,000	\$15,888,800	\$278,167	\$264,813
June		*		\$10,744,150		* \$268,604
July		*		\$7,887,100		* \$246,472
August		*		\$11,310,367		* \$263,032
September		*		\$9,461,900		* \$255,727
October		*		\$7,898,500		* \$272,362
November		*		\$9,793,900		* \$264,700
December		*		\$12,579,440		* \$256,723
TOTAL	144.00	214.00	\$40,399,840	\$53,127,859		
MON AVG	28.00	42.00	\$8,079,968	\$10,625,572	\$280,253	\$246,569
% CHANGE - YTD	-32.7%		-24.0%		13.7%	

% Change calculated (ThisYear - LastYear)/LastYear

* Amount is excluded from percent calculation

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Resales Report

United Laguna Woods Mutual

May, 2018

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
05/11/2018	12-C	1	\$370,000	Valencia	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Pacific Closing Services
05/01/2018	40-D	1	\$242,000	Majorca	Laguna Premier Realty, Inc	HomeSmart Evergreen	Pacific Closing Services
05/09/2018	58-E	1	\$380,000	Barcelona	Laguna Premier Realty, Inc	Keller Williams Real Estate	Homestead Escrow
05/02/2018	101-D	1	\$345,000	Granada	Legacy 15 Real Estate	Professionals Broker	Platinum One
05/01/2018	119-A	1	\$230,000	Majorca	HomeSmart Evergreen	Freedom First Properties	Escrow Options Group
05/02/2018	126-B	1	\$215,000	Majorca	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Granite Escrow
05/02/2018	137-B	1	\$290,000	Seville	First Team Real Estate	First Team Real Estate	Homestead Escrow
05/30/2018	167-E	1	\$352,000	Barcelona	Marshall Yagan Broker	HomeSmart Evergreen	Granite Escrow
05/25/2018	190-D	1	\$379,000	Valencia	Century 21 Rainbow	Century 21 Award	Granite Escrow
05/22/2018	222-A	1	\$338,000	Cordoba	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Granite Escrow
05/17/2018	226-B	1	\$215,000	Majorca	HomeSmart Evergreen	Keller Williams Real Estate	Escrow Options Group
05/14/2018	238-H	1	\$274,000	Granada	Century 21 Rainbow Realty	GMT Real Estate	Homestead Escrow
05/17/2018	259-D	1	\$275,000	Seville	HomeSmart Evergreen	HomeSmart Evergreen	Escrow Options Group
05/15/2018	299-C	1	\$350,000	La Corona	Century 21 Rainbow	Century 21 Rainbow	Granite Escrow
05/18/2018	347-C	1	\$330,000	Seville	Keller Williams Real Estate	Home Source Real Estate	Homestead Escrow
05/23/2018	454-C	1	\$262,000	Madrid	RE EBroker	Regency Real Estate	Homestead Escrow
05/22/2018	476-B	1	\$199,000	Majorca	Fiduciary Real Estate	Connie Beverly	Granite Escrow
05/01/2018	532-G	1	\$239,000	Granada	RONALD FREEMAN	HomeSmart Evergreen	Granite Escrow
05/24/2018	541-E	1	\$240,000	Granada	Century 21 Rainbow	Laguna Premier Realty, Inc	Homestead Escrow
05/25/2018	608-D	1	\$304,000	Valencia	Century 21 Rainbow Realty	New Star Realty & Investment	Granite Escrow
05/01/2018	629-Q	1	\$112,000	Cadiz	Realty One Group		Homestead Escrow
05/07/2018	637-A	1	\$210,000	Casa Contenta	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Pacific Closing Services
05/31/2018	647-B	1	\$235,000	San Sebastian	Village Real Estate	Bullock Russell Real Estate	Homestead Escrow

Resales Report

United Laguna Woods Mutual

May, 2018

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
05/09/2018	718-C	1	\$377,500	Majorca	Laguna Premier Realty, Inc	Village Real Estate	Granite Escrow
05/01/2018	738-D	1	\$255,000	Granada	COMPASS REAL ESTATE	Coldwell Banker	Granite Escrow
05/07/2018	741-F	1	\$240,000	Granada	Laguna Premier Realty, Inc	Regency Real Estate	Pacific Closing Services
05/29/2018	752-C	1	\$280,000	San Sebastian	Century 21 Rainbow	Realty One Group	Granite Escrow
05/23/2018	797-B	1	\$319,000	Seville	Laguna Premier Realty, Inc	Realty One Group	Pacific Closing Services
05/01/2018	799-B	1	\$255,000	La Corona	Robert Schaefer	Robert Schaefer	Granite Escrow
05/01/2018	2098-O	1	\$232,500	Casa Linda	Century 21 Rainbow Realty	Professionals Broker	Granite Escrow

Number of Resales: 30

Total Resale Price: \$8,345,000

Average Resale Price: \$278,167

Median Resale Price: \$268,000



MONTHLY LEASING REPORT

Report Period:
May-2018

MONTH	LEASES IN EFFECT					Total this year	Total last year	Total Expirations	New Monthly Transactions		
	1 Month *	3 Months	6 Months	12 Months	Renewed				Leases	Renewals	Extensions
JAN.	0	32	45	391	32	500	519	47	26	25	0
FEB.	0	35	46	404	35	520	514	24	25	31	1
MARCH	1	19	39	416	32	507	518	53	35	27	2
APRIL	0	10	25	405	38	478	479	73	17	22	2
MAY	0	18	27	411	35	491	490	48	34	24	1
JUNE						0	492				
JULY						0	503				
AUGUST						0	497				
SEPT.						0	479				
OCT.						0	477				
NOV.						0	471				
DEC.						0	485				
Monthly Average	0.2	22.8	36.4	405.4	34.4	499.2	Jan-May 504.0	49.0	27.4	25.8	1.2
Percentage Leased	491 / 6323 = 8%										

New Leases = Units Sublet

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OPEN MEETING

**REGULAR MEETING OF THE UNITED LAGUNA WOODS MUTUAL
ARCHITECTURAL CONTROL AND STANDARDS COMMITTEE
Thursday, May 17, 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, Cash Achrekar

DIRECTORS PRESENT: Carl Randazzo, Manny Armendariz

COMMITTEE MEMBERS ABSENT: Advisors Kay Anderson, Mike Mehrair

ADVISORS PRESENT: 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 English made a motion to approve the agenda. Director Achrekar seconded. The Committee was in unanimous support.

4. Approval of the Report for April 19, 2018

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

5. Committee Chair Remarks

None.

6. Member Comments

None.

7. Department Head Update

Mr. Wiemann reported that Staff is being more proactive at stopping unpermitted work. Demolition permits are now required when performing alterations, enabling Staff to verify when a building abatement has been completed and is clear. Building permits won't be granted until the demolition permit has been signed off.

Staff will be sending out information on the demolition permits to contractors and will also be using many outlets to inform residents about this new step in the alteration process.

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. 704-B (Valencia, 9) - Non-Standard Entry Door, Bathroom Split and Enclose Atrium

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

The committee requested that the installation of the type of door in this variance request be drafted into a Standard for committee review.

9. 707-B (Granada, 10A) - Room Addition on Front Patio

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

10. Review Architectural Standard 10 – Dishwasher

The committee made some minor changes to the proposed revisions.

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

11. Review Architectural Standard 11 – Doors (Exterior)

The committee requested this agenda item be withdrawn until next month to incorporate the type of door which was discussed earlier which will now be part of the Standard.

12. Review and Discuss Rescinding Architectural Standard 21: Patio Covers, Wood and Discuss Alternative Materials

Director Achrekar made a motion to accept Staff's recommendation to approve a resolution to rescind Alterations Standard 21: Patio Covers; Wood and forward to the Board. Director Morrison seconded. The motion passed with a unanimous vote.

13. Review and Discuss Dumpster Policy

Various questions and comments were discussed.

Discussion ensued regarding the possibility of providing a staging area for contractors.

Director English made a motion to approve the proposed Dumpster Policy and forward to the Board. Director Tibbets seconded. The motion passed with a unanimous vote.

14. Review and Discuss Updated Resale Inspections Policy

Mr. Wiemann stated that the proposed updates to this policy mandates that the seller be held responsible for fixing all corrections prior to the close of escrow for any Mutual owned or maintained items which were listed on the First Inspection Correction Report.

This proposed change will eliminate the current process of deposit funds being held for an unnecessarily long period of time following the close of escrow. It will also reduce the administrative time spent processing reimbursements.

He reported that if this update to the Policy is approved, there will be a large effort put into a marketing campaign to get the information about this change to the realtors and residents.

Director Morrison made a motion to approve the proposed Updated Resale Policy and forward to the Board. Director Achrekar seconded. The motion passed with a unanimous vote.

Reports:

None.

Items for Future Agendas

None.

Concluding Business:

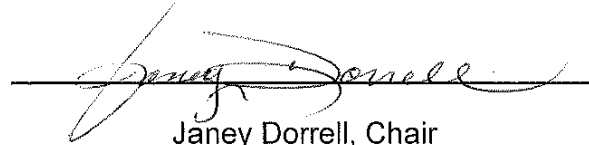
None.

15. Committee Member Comments

None.

16. Date of Next Meeting - Thursday, June 21, 2018

17. Adjournment at 11:07 a.m.

A handwritten signature in cursive script, appearing to read "Janey Dorrell", is written over a horizontal line.

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



OPEN MEETING

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

Wednesday, May 30, 2018 – 1:30 PM
Laguna Woods Village Community Center, Willow Room
24351 El Toro Road, Laguna Woods, CA 92637

- MEMBERS PRESENT:** Juanita Skillman – Chair; Gary Morrison, Maggie Blackwell, Carl Randazzo and Advisors Bevan Strom and Mary Stone
- MEMBERS ABSENT:** Cash Achrekar
- OTHERS PRESENT:** VMS Director Dick Rader, Steve Leonard, Sherri Davis, Attorney Jeff Beaumont via phone
- STAFF PRESENT:** Siobhan Foster, Betty Parker, Pamela Bashline, and Eve Morton

REPORT

1. Call to Order

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

2. Acknowledgement of Press

No press was present.

3. Approval of the Agenda

Director Blackwell made a motion to approve the agenda. Director Morrison seconded. There were no objections.

4. Approval of Report from the April 23, 2018, meeting

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

5. Chair's Remarks

None.

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 Draft of the Resolution to Accompany Updated Resale Documents to Board

Discussion ensued regarding the “Intent to Leave the Corporation” process.

Staff was asked to update the proposed resolution with an August 1, 2018, effective date to allow staff ample time to inform the real estate community of the updates made to the documents.

9. Review and Discuss Status of Senate Bill 1128 – Elections by Acclamation

Mr. Beaumont reported that this Bill has reached the Senate floor which is good news. There was a 6 to 0 vote at the Senate Judiciary Committee and the Bill has a lot of momentum. No modifications to the Bill so far. Some groups are very much against electronic voting. This Bill will be voted on, will hopefully pass, and then go the Governor.

Discussion ensued.

10. Review and Discuss Director Qualifications - Senate Bill 1265

Mr. Beaumont reported that this Bill is on its way to Senate floor but poses some significant problems. This Bill would invalidate any qualifications in the United bylaws regarding eligibility to be a Director such as living in the Village no less than ten months. Even a felony involving crime, moral turpitude, or fraud would not prevent someone from becoming a Director. There would be no grandfathering of any rules. It would allow people who own here but don't live here to serve on the Board.

Director Rader asked whether a letter writing campaign would help. Mr. Beaumont suggested sending a call to action email he has to our Senators. He will send it to Chair Skillman and Ms. Morton and they will forward it to committee members.

11. Review and Discuss the Financial Qualifications Policy – Single Person vs. Couple

Steve Leonard reported that he has worked on a historical report of what had been changed by the Boards in past years involving the financial qualifications to live in in United Mutual. He has compared expenses for a single person versus a couple. Many expenses don't change. Many people in United aren't burdened by a mortgage because they pay cash for their home. Food and medical costs double for a couple. Housing increases by only 12%. Transportation costs doubles and "other" category doubles for couples. He feels people are being locked out of qualifying to live in United when they shouldn't be. He suggested that an applicant's liabilities should be taken into account.

Director Blackwell stated that a person's entire financial situation changes once they need a live-in.

If applicants are qualified only on income, not assets, should there be separate requirements for couples versus singles? Discussion ensued.

Many people move in when they are still working and then retire once they are here.

Ms. Parker reported the amount of delinquencies in United is low.

Director Morrison made a motion to keep the current financial qualifications in place. Director Randazzo seconded. All were in favor.

What is our responsibility as a corporation for the well-being of our members?

Concluding Business:

12. Committee Member Comments

Several comments were made.

13. Future Agenda Items

Brainstorm ways to provide financial help for people who live here.

Discuss and review how harassment, nuisance, and clutter are defined and the federal law.

14. Date of next meeting - Wednesday, June 27, 2018

The committee requested that this committee monthly meeting date be moved to the fourth Wednesday of each month.

15. Adjournment at 3:13 p.m.

Juanita Skillman, Chair