



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

Tuesday, July 10, 2018 - 9:30 AM
Laguna Woods Village Community Center Board Room 24351 El Toro Road

NOTICE OF MEETING AND AGENDA

- 1. Call to Order / Establish Quorum - Juanita Skillman, President**
- 2. Pledge of Allegiance – Director Armendariz**
- 3. Acknowledge Media**
- 4. Approval of Agenda**
- 5. Approval of the Meeting Minutes**
 - a. June 12, 2018 - Regular Open Session
- 6. Report of Chair**
- 7. Open Forum (Three Minutes per Speaker) - *At this time Members may address the Board of Directors regarding items not on the agenda and within the jurisdiction of this Board of Directors. There is a maximum time limit of three minutes per speaker and a speaker may only address the Board once during this period. The Board reserves the right to limit the total amount of time allotted for the Open Forum.***
- 8. Responses to Open Forum Speakers**
- 9. Update from VMS – Director Rader**
- 10. CEO Report**
- 11. Consent Calendar - *All matters listed under the Consent Calendar are recommended for action by committees and will be enacted by the Board by one motion. In the event that an item is removed from the Consent Calendar by members of the Board, such item(s) shall be the subject of further discussion and action by the Board.***

a. Architectural Control and Standards Committee Recommendations:

(1) Approval Recommendation – 44-H (Barcelona, 10B) Window to Door in Kitchen

(2) Action Recommendations – Approvals and a Denial – 607-A (Valencia, 9) Window/Door Modifications, Bathroom Split and Vaulted Ceiling

(3) Approval Recommendation – 956-G (Coronado, PP08) Patio Enclosure and Trellis

b. Landscape Committee Recommendations:

(1) Tree Removal (2) Approval (2) Denial

- 251-B Calle Aragon: Deny removal request; trim on schedule
- 26-D Avenida Castilla: Deny removal request; trim on schedule
- 408-A Avenida Castilla: Approve tree removal request at Mutual expense
- 645-C Avenida Sevilla: Approve tree removal request at Member's expense

c. Finance Committee Recommendations:

(1) Approval of Resolution to Record Lien against Member ID; 947-380-24

12. Unfinished Business

- a. Entertain a Motion to Adopt Revisions to the United Architectural Standard 10: Dishwasher **(30 day notification to comply with Civil Code §4360 has been satisfied)**
- b. Entertain a Motion to Rescind United Architectural Standard 21: Patio Covers; Wood **(30 day notification to comply with Civil Code §4360 has been satisfied)**
- c. Entertain a Motion to Adopt a Resolution for Amending the Current Resale Documents **(30 day notification to comply with Civil Code §4360 has been satisfied)**
- d. Entertain a Motion to Re-Introduce a Resolution for a Temporary Container Policy **(30 day notification to comply with Civil Code §4360 has been satisfied)**

13. New Business

- a. Entertain a Motion to Approve the Proposed Amendment to the Trust Agreement to Extend its Term
- b. Entertain a Motion to Introduce a Resolution for Revisions to the United Architectural Standard 11: Doors; Exterior (**JULY initial notification-must postpone 30-days (August) to comply with Civil Code §4360**)
- c. Entertain a Motion to Introduce a Resolution for Revisions to the United Architectural Standard 13: Lifts and Lift Policy (**JULY initial notification-must postpone 30-days (August) to comply with Civil Code §4360**)
- d. Entertain a Motion to Introduce a Resolution for Revisions to the United Architectural Standard 14: Exhaust Fans (**JULY initial notification-must postpone 30-days (August) to comply with Civil Code §4360**)
- e. Entertain a Motion to Introduce a Resolution for an Unauthorized Alteration Fee (**JULY initial notification-must postpone 30-days (August) to comply with Civil Code §4360**)

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 July 19, 2018, 9:30 a.m. in the Sycamore Room.
- c. Report of the Communications Committee – Director Blackwell. Next meeting TBA.
- d. Report of Executive Hearings Committee - President Skillman. Next meeting July 26, 2018, 9:00 a.m. in the Willow Room.
- e. Report of the Governing Documents Review Committee - President Skillman. Next meeting July 25, 2018, 2:00 p.m. in the Sycamore Room.
- f. Report of the Landscape Committee - Director Blackwell. There will be a Special meeting on July 19, 2018, 9:00 a.m. in the Board Room.
- g. Report of the Maintenance & Construction Committee - Director Tibbets. Next meeting August 22, 2018, 9:00 a.m. in the Board Room
- h. Report of the Resident Advisory Committee – Director Tibbets. Next meeting July 12, 2018, 4:00 p.m. in the Sycamore Room

15. GRF Committee Highlights

- a. Report of the Finance Committee—Director Morrison. Next meeting August 22, 2018, 1:30 p.m. in the Board Room.
- b. Report of the Community Activities Committee—Director Dorrell. Next meeting July 19, 2018, 1:00 p.m. in the Board Room.
- c. Report of the Maintenance & Construction Committee—Director Tibbets. Next meeting July 13, 2018, 9:30 a.m. in the Board Room.
- d. Report of the Media and Communication Committee—Director Blackwell. Next meeting July 16, 2018, 1:30 p.m. in the Board Room.
 - Thrive Project Task Force – July 18, 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 August 23, 2018, 1:30 p.m. in the Board Room.
 - Laguna Woods Village Traffic Hearings – Director Achrekar
Next meeting July 18, 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 July 31, 2018, 9:30 a.m. in the Cypress Room

16. Future Agenda Items - *All matters listed under Future Agenda Items are Resolutions on 30-day public review or items for a future Board Meetings. No action will be taken by the Board on these agenda items at this meeting. The Board will take action on these items at a future Board Meeting.*

- a. 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

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) June 12, 2018 – Regular Executive Session

Write-Off of Assessment Delinquency

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, June 12, 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, June 12, 2018, at 9:30 a.m. at 24351 El Toro Road, Laguna Woods, California.

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

Directors Absent: Janey Dorrell

Staff Present: Brad Hudson, Siobhan Foster, Christine Spahr, Eileen Paulin, Jackie Brown, Ernesto Munoz, Kurt Weimann, and Cheryl Silva

Others Present: VMS: Anthony Liberatore
Jeff Beaumont, Esq. of Beaumont Tashjian

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 Achrekar 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 Torng made a motion to approve the agenda as presented. Director Achrekar seconded the motion and the motion passed without objection.

5. Approval of Minutes

5a. May 8, 2018 – Regular Open Session

Director Blackwell made a motion to approve the minutes as presented. The motion was seconded by Director Morrison and it passed without objection.

6. Report of the Chair

President Skillman introduced Vincente Martinez, staff for the Handyman Program. The President asked Jeff Beaumont to give a brief legislative update.

Jeff Beaumont legislative update:

- SB721 Balcony Inspections. Will require the Mutual to inspect elevated walkways, balconies every six years.
- SB1265 Qualifications for the Board. Prohibits members from serving on the Board if they are delinquent in assessments.
- SB1128 Election by Acclamation. Allows elections by acclamation and changes the notification requirement from 30-days to 28-days.

President Skillman reviewed the Rules of Order for Board Meetings.

7. Open Forum

Members made comments regarding the handyman services, floor alterations done prior to ownership, disciplinary hearing regarding nuisance violations, landscaping request to plant more trees and install a higher wall to control noise from Moulton Parkway, equestrian trail dust and lawn mowing.

8. Responses to Open Forum Speakers

Several Directors responded to Member comments regarding the handyman program, hard surface flooring, looking at the equestrian trails, and securing the wall with more trees or a high wall along Moulton Parkway to control noise.

9. Update from VMS - Director Liberatore

Director Liberatore gave an update from the VMS Board meetings. At the last meeting the VMS Board received Department updates from Ernesto Munoz, Maintenance & Construction Department and Chuck Holland, IT Department. Mr. Liberatore reviewed the strategic plan goals of the VMS Board.

10. CEO Report

Brad Hudson, CEO, reported on the following subjects:

- Technology achievements: fleet management, human resources, transportation scheduling, dwelling live software programs; security vehicles mobile program; digital television; security cameras;
- Payment by credit cards;
- Resident Services queuing service;
- Qualified contractors for Manor alterations;
- Renovation of Gatehouses, 4, 10, 11, and 12;
- SCE replacement of the underground electrical cable;
- Decal update;
- Indoor Cycle Classes at Clubhouse 5; and
- Upcoming Recreation and Special Events.

The Board took a 5 minute recess.

11. Consent Calendar

President Skillman removed 11b(1) from the Consent Calendar.

11a. Architectural Control and Standards Committee Recommendations:

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

RESOLUTION 01-18-48 **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.

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

RESOLUTION 01-18-49 **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.

11b. Finance Committee Recommendations:

This item was removed from the Consent Calendar by President Skillman.

(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

RESOLUTION 01-18-50

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.

Director Blackwell made a motion to approve the Consent Calendar as amended. The motion was seconded by Director Achrekar and the motion passed by unanimously.

12. Unfinished Business

12a. Entertain a Motion to Adopt an Appliance Policy Revisions

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

RESOLUTION 01-18-51
Appliance Policy Revisions

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.

Director Blackwell made a motion to adopt the Resolution making revisions to the Appliance Policy. Director Achrekar seconded the motion

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

12b. Entertain a Motion to Adopt Revised Alteration Standard 7 – Satellite Dishes

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

Resolution 01-18-52
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-day notification to comply with Civil Code §4360 has been satisfied.

Director Blackwell made a motion to approve the revised Alteration Standard 7-Satellite Dishes. Director English seconded the motion.

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

12c. Entertain a Motion to Adopt Revised Alteration Standard 8 – Block Walls

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

RESOLUTION 01-18-53

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 slump-stone block 4x4x16, 4x6x16, or 6x6x16 slump-stone 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.
- 6.4** Wood finish trim or brick veneer is not allowed.

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.

Director Blackwell made a motion to adopt revised Alteration Standard 8 – Block Walls. The motion was seconded by Director Morrison.

President Skillman called for the vote and the motion passed by a vote of 7-1-1 (Director Bastani Opposed, Director Torng Abstained)

12d. Entertain a Motion to Adopt a Resolution for Interior Inspection of Unoccupied Units

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

RESOLUTION 01-18-54
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 Shareholder 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 to gain access to the unit and the costs thereof charged to the member 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 owner Shareholder of record of each unoccupied Unit;

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

RESOLVED FURTHER, if the owner 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 owner 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

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

Director Blackwell made a motion to adopt a Resolution for Interior Inspection of Unoccupied Units. The motion was seconded by Director English.

President Skillman called for the question and the motion passed by a vote of 7-2-0 (Director Torng and Bastani opposed)

12e. Entertain a Motion to Adopt the Resale Correction Policy

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

RESOLUTION 01-18-55
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 notification to comply with Civil Code §4360 has been satisfied.

Director Blackwell made a motion adopt the Resale Correction Policy. The motion was seconded by Director Randazzo.

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

12f. Entertain a Motion to Adopt a Resolution on a Policy for Alteration of Soffits and Suspended Ceilings

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

Resolution 01-18-56

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 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.

Director Blackwell made a motion to adopt a Resolution on a Policy for Alteration of Soffits and Suspended Ceilings. The motion was seconded by Director Morrison.

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

12g. Entertain a Motion to Adopt a Resolution for an Alterations Standard 1: General Requirements

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

RESOLUTION 01-18-57

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 a.m. 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.

Director Blackwell made a motion to adopt a Resolution for an Alterations Standard 1: General Requirements. Director Morrison seconded the motion.

President Skillman called for the vote and the motion passed by a vote of 6-3-0 (Directors Bastani, Randazzo and Torng opposed).

12h. Entertain a Motion to Adopt Revisions for Alteration Standard 6: Air Conditioning

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

RESOLUTION 01-18-58

Revise Alteration Standard 6 – Air Conditioning Units/Heat Pumps

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

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

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

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.

Director Blackwell made a motion to adopt revisions for Alteration Standard 6: Air Conditioning. Director Achrekar seconded the motion.

President Skillman called for the vote and the motion passed by a vote of 7-2-0 (Directors Bastani and Torng opposed).

13. New Business

13a. Entertain a Motion to Introduce Revisions to the United Architectural Standard 10: Dishwasher

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

RESOLUTION 01-18-XX

United Architectural Standard 10: Dishwasher

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.

Director Blackwell made a motion to introduce a Resolution approving revisions to Architectural Standard 10: Dishwasher. The motion was seconded by Director Tibbetts.

Discussion ensued among the Directors.

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

13b. Entertain a Motion to Rescind United Architectural Standard 21: Patio Covers; Wood

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

RESOLUTION 01-18-XX
United Architectural Standard 21: Patio Covers; 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.

Director Blackwell made a motion to rescind a Resolution Architectural Standard 21: Patio Covers; wood. The motion was seconded by Director English.

Discussion ensued among the Directors.

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

13c. Entertain a Motion to Approve the Dumpster Policy

Director Blackwell read the following Dumpster Policy:

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.

Director Blackwell made a motion to send the report back to staff to change the title to "Temporary Container Policy," provide a Resolution for this policy and make suggested changes to the policy. Director Achrekar seconded the motion.

Discussion ensued among the Directors.

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

13d. Entertain a Motion to Introduce a Resolution for Amending the Current Resale Documents

Director Blackwell read the following resolution:

RESOLUTION 01-18-XX
Amending the Current Resale Documents

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.

Director Blackwell made a motion to introduce a resolution amending the Current Resale Documents and make the corrections suggested by the Board. The motion was seconded by Director Tibbetts.

Discussion ensued among the Directors.

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

13e. 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

Director Blackwell made a motion to postpone Calling a Special Corporate Members meeting to update GRF Bylaws to the July Board meeting. The motion was seconded by Director Achrekar.

Discussion ensued among the Directors.

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

Director Torng left the meeting at 12:30 p.m.
Director Armendariz left the meeting at 12:45 p.m.

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 July 31, 2018, 2:00 p.m. in the Sycamore Room

14b. Report of the Architectural Control and Standards Committee – Director Tibbetts gave a report from the last Architectural Control and Standards Committee meeting. He encouraged residents to see Manor Alterations before starting construction on their units. Next meeting will be June 21, 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. The Committee is working on The Breeze and Next Door. 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. Outstanding payments and Golf Cart violations were the top offenses. Next meeting will be June 28, 2018, 9:00 a.m. in the Willow Room.

14e. Report of the Governing Documents Review Committee - President Skillman reported from the last Governing Documents Review Committee meeting. Work completed on the Resale Documents which was on our agenda today. Senate Bills discussed and the Committee will be addressing the definitions of the different Compliance violations. Next meeting will be Wednesday, June 27, 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. Catherine Brians and Annie Zipkin are the two new advisors on the Committee. Landscape revitalization has begun. 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. Current projects include, epoxy waste line, sealing of interior copper pipes, walkway lighting and handyman program. 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 June 14, 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. Contact Gary Morrison at Gary.Morrison@LagunaWoodsVillage.com with your comments about the Performing Arts Center Renovations. Next meeting will be June 20, 2018, 1:30 p.m. in the Board Room.

15b. Report of the Community Activities Committee—Director Skillman gave highlights from the last GRF Community Activities Committee meeting and announced upcoming events. Next meeting will be July 12, 2018, 1:30 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 June 18, 2018, 1:30 p.m. in the Board Room.

- Thrive Project Task Force – Next meeting June 20, 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 August 1, 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 June 20, 2018, 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. Fire Avert and Flood Buzz are tools to prevent fires and flooding in Units. Generators are needed for emergencies. Next meeting July 31 2018, 9:30 a.m. in the Cypress Room.

16. Future Agenda Items

- 16a.** Resolution to Update the Golf Cart Plug-in Fee.
- 16b.** Resolution Calling a Special Corporate Members Meeting
- 16c.** Alteration Standards on Window Colors
- 16d.** Adopt Revisions to the United Architectural Standard 10: Dishwashers
- 16e.** Rescind United Architectural Standard 21: Patio Covers; Wood
- 16f.** Resolution for a Dumpster Policy
- 16g.** Adopt a Resolution for Amending the Current Resale Documents
- 16h.** Call a Special Meeting of the Corporate Members to Discuss Section 6.4.5 of the GRF Bylaws on Automatic Removal of Directors and Discrepancy in the GRF Bylaws and Trust Agreement on the Use of GRF Facilities by Non-Members

17. Director's Comments

- Director Achrekar commented that the Disaster Preparedness Task Force is looking into Fire Avert to help reduce damage to resident units.
- Director Tibbetts and Morrison expressed concerned that we need to have security present at the Board Meeting because of the conduct of a few Board Members.
- Director Randazzo commented on the need for more volunteers for building and cul-de-sac captains.
- Director Blackwell commented on the use of organic herbicides.
- Director Bastani requested revisions to the Project Log.

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

The meeting recessed at 1:34 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) May 8, 2018 – Regular Executive Session

Notice of Sale against member ID# 947-400-09

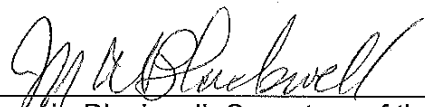
Discuss Disciplinary Cases

Discuss and Consider Contractual Matters

Discuss and Consider Litigation Matters

19. Adjourn

The meeting was adjourned at 3:11 p.m.



Maggie Blackwell, Secretary of the Board
United Laguna Woods Mutual

AGENDA ITEM 12A-ATTACHMENT 1



Revised Appliance Policy

Adopted 06/12/18

Resolution 01-18-51

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.

AGENDA ITEM 12A - 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

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:



UNITED LAGUNA WOODS MUTUAL

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 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 Delivery Only
Please initial _____

Special Note: Cancellation of this contract will only be accepted within 30 days of the date 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.
Please initial _____

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

AGENDA ITEM 12A - 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 12A - 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 12B -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

1.1 GENERAL REQUIREMENTS

SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

1.2 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.~~

1.3 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.~~

1.4 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.

2.1 **APPLICATIONS**

~~2.2~~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).

~~2.3~~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.

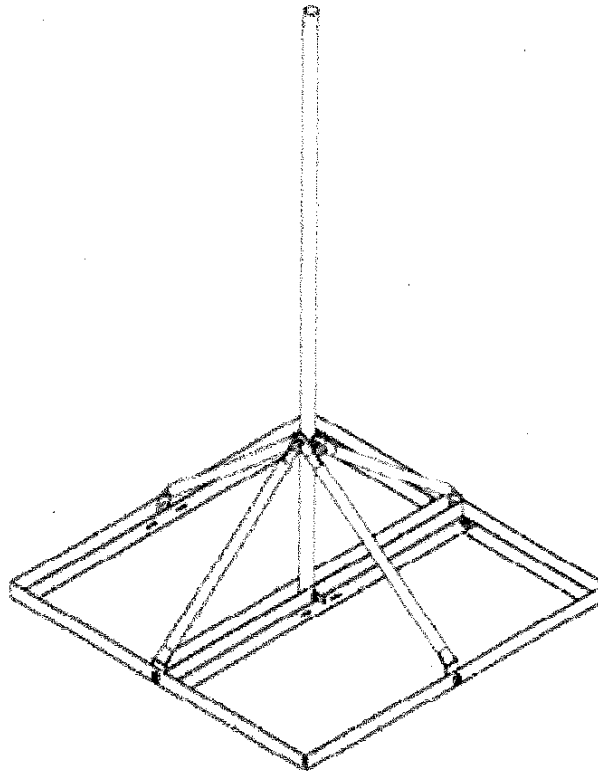
~~3.23.3~~ All satellite dishes shall be installed only within the perimeter of patios, balconies, or on flat roofs.

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





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

2.1 APPLICATIONS

- 2.2** All walls shall be of slumpstone block 4x4x16, 4x6x16, or 6x6x16 slumpstone or block to match existing wall.
- 2.3** 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.

3.1 PREPARATIONS

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

3.7 No block walls will be permitted in Common Area

4.1 APPLICATIONS

- 4.2** 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

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

- 4.3 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.
- 4.4 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.~~
- 4.5 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.
- 4.6 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~~.
- 4.7 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.~~
- 4.8 Lattice or bamboo panels are not allowed on block walls.

5.1 **SPRINKLER REVISIONS**

- 5.2 Sprinklers will be revised only by the Mutual's designated Landscape crew; ~~the~~ the cost of such revisions shall be borne by the Mutual Member.
- 5.3 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.

6.1 **OPENINGS IN WOOD FRAMED PATIO WALLS**

- 6.2 The size of openings is optional and must be approved by the ~~Manor Alterations~~Alterations ~~Department~~Division.
- 6.3 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.
- 6.4 The finished openings must match the existing finish on the patio wall. Wood finish trim or brick veneer is not allowed.
- 6.5 Neighbor Awareness Forms may be required as determined by the ~~Manor Alterations~~Alterations ~~Department~~Division.

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.

(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.



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.

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

2.2 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.

2.3 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.

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

2.5 Window mounted units are prohibited.

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

2.7 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.

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

2.9 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.-

2.10 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.

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

3.1 **APPLICATIONS - CENTRAL and DUCTLESS UNITS**

3.2 The location of condensers must be approved by the Manor—Alterations DepartmentDivision. Prior to permit issuance, consideration will be given to any effected or adjoining manorsunits. Mutual Member is required to submit signed Neighbor Awareness forms as deemed needed by the Manor-Alterations Departmentvision.

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

3.4 Only one outdoor condensing unit per manor is permitted.

3.5 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.

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

3.7 Roof mounted condensers are prohibited.

3.8 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.

3.9 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.

3.10 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.

3.11 The length of the run(s) must be kept to a minimum and be as unobtrusive as possible.

3.12 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.

3.13 Watertight seals must be provided around all penetrations.

3.14 Cutting or altering roof trusses for the installation of air handlers in attic spaces are strictly prohibited.

3.15 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.

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



UNITED LAGUNA WOODS
— M U T U A L —

~~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

1.1 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

1.2 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.~~

1.3 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.~~

1.4 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.~~

1.5 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.~~

~~1.6 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.

~~1.7 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.

~~1.8 CONTRACTOR:~~ Installation must be performed by a California
—— licensed contractor of the appropriate trade.

~~1.9 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.

2.1 **APPLICATIONS**

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

2.3 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 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.

3.1 PREPARATIONS

3.2 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.

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

3.4 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.

3.5 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.

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

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

3.8 The Mutual is responsible for repair ferof standard appliances.



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.

(1) 44-H (Barcelona, 10B) - Window to Door in Kitchen

RESOLUTION 01-18-XXX
Variance Request

WHEREAS, Mr. Mark Milker of 44-H Calle Aragon, a Barcelona style unit, requests Board approval of a variance to convert the kitchen window to a door; and

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected Units on June 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 June 21, 2018.

NOW THEREFORE BE IT RESOLVED, on July 10, 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 included in the official Board Decision Notice;

RESOLVED FURTHER, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property Shareholder at 44-H and all future Mutual Shareholders at 44-H.

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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- (2) 607-A (Valencia, 9) - Window/Door Modifications, Bathroom Split, and Vaulted Ceiling

RESOLUTION 01-18-XXX
Variance Request

WHEREAS, Mr. Michael Francis of 607-A Avenida Sevilla, a Valencia style unit, are requesting Board approval of a variance for the following six alterations; install new front window in living room by entry door, install new side window in living room by existing living room window, install window in master bedroom, replace kitchen window with door, a bathroom split, and replace existing ceiling with vaulted ceiling in dining room and hallway to match living room; and

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected Units on June 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 June 21, 2018.

NOW THEREFORE BE IT RESOLVED, on July 10, 2018, the Board of Directors hereby approves the requests to install new front window in living room by entry door, install new side window in living room by existing living room window, install window in master bedroom, replace kitchen window with door, a bathroom split, with the condition that the proposed alterations are constructed in accordance with the Conditions of Approval as included in the official Board Decision Notice. The Board denies the alteration that requires the use of common area; replace existing ceiling with vaulted ceiling in dining room and hallway to match living room;

RESOLVED FURTHER, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Shareholder at 607-A and all future Mutual Shareholders at 607-A;

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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(3) 956-G (Coronado, PP08) - Patio Enclosure and Trellis

RESOLUTION 01-18-XXX
Variance Request

WHEREAS, Ms. Claudia Nelson of 956-G Calle Aragon, a Coronado style unit, requests Board approval of a variance for an enclosure and trellis on the front patio; and

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected Units on June 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 June 21, 2018.

NOW THEREFORE BE IT RESOLVED, on July 10, 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 included in the official Board Decision Notice;

RESOLVED FURTHER, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Shareholder at 956-G and all future Mutual Shareholders at 956-G;

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

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RESOLUTION 01-18-XX
Tree Removal Approval (2) and Denial (2)

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 June 14, 2018, the Landscape Committee recommended to deny the request to remove one jacaranda tree located at 251-B, to deny the request to remove one ash tree at 26-D, to approve the request to remove one carrotwood tree at 408-A, and to approve the request to crown reduce one brush cherry and one fern pine as a chargeable service at the Member's expense at 645-C; and

NOW THEREFORE BE IT RESOLVED, July 10, 2018, the Board of Directors denied a request for the removal of one jacaranda tree and one ash tree because they did not comply with the tree removal guidelines and approved the request for the removal of one carrotwood tree and the crown reduction of one brush cherry and one fern pine at the Member's expense;

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

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RESOLUTION 01-18-XX

Recording of a Lien

WHEREAS, Member ID 947-380-24; 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, July 10, 2018, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-380-24 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: July 10, 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. ~~GE non-standard units or Q~~ 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 (per Code) 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 3: Revised 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, July 10, 2018, that the Board of Directors of this Corporation hereby adopts the revised Alteration Standard 10: Dishwashers as attached to the official meeting minutes;

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

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

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~~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

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

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 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~~ 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 (per Code) 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 O~~ther 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.

- 3.7 The Mutual is responsible for repair ~~for~~of standard appliances.



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

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

REVISED JULY 2018, RESOLUTION 01-18-XX

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 (per Code) 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. 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.
- 3.7** The Mutual is responsible for repair of standard appliances.



STAFF REPORT

DATE: July 10, 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 # 12b
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, July 10, 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

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

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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: July 10, 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, July 10, 2018, that the Board of Directors hereby approves 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

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

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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 					
<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 							
<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	
<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							



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

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.

Signature

Print Name

Date

Signature

Print Name

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 RESPONDS. *	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	
* ENTER A CHECKMARK FOR THE PARTY RESPONSIBLE FOR INCOME TAX REPORTING - ONLY ONE PARTY MAY BE RESPONSIBLE - THIS IS REQUIRED BY FEDERAL LAW						

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

ACKNOWLEDGMENTS AND AFFIRMATIONS		
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.		
I AFFIRM, UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND CORRECT		FOR COMMUNITY SERVICES OFFICE USE ONLY
#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	\$
2. DOWN PAYMENT	--
3. LOAN AMOUNT	--
4. BAL. DUE AT CLOSE OF ESCROW	\$
5. BAL. TO BE PAID FROM: <input type="checkbox"/> SALE OF HOME <input type="checkbox"/> ASSETS <input type="checkbox"/> OTHER	
6. FINANCING? <input type="checkbox"/> Yes <input type="checkbox"/> No	
6a. LENDER'S NAME	
6b. MONTHLY LOAN PAYMENT	
7. MINIMUM MONTHLY ASSESSMENT	
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
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.

3. MODIFICATION OF GENERAL CONDITIONS
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.
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.
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.

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

* If more than one Trustee Member or more than one Beneficiary, then each must sign the addendum.



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? <div style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</div>						
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 # 12c 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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STAFF REPORT

DATE: July 10, 2018
FOR: Board of Directors
SUBJECT: Temporary Container Policy

RECOMMENDATION

Approve the Temporary Container Policy.

BACKGROUND

The Board of Directors directed Staff to develop a policy regarding the placement of dumpsters, contractor trailers, and portable storage (PODs) 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: Proposed Resolution Temporary Container Policy 01-18-XX

Attachment 2: Proposed Temporary Container Policy

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RESOLUTION 01-18-XX

Temporary Container Policy

WHEREAS, the placement of temporary containers such as dumpsters, portable storage units (PODS), and contractor trailers has caused safety and mobility concerns throughout the Village; and,

WHEREAS, staff has developed a policy that addresses these concerns.

NOW THEREFORE BE IT RESOLVED, July 10, 2018, that the Board of Directors hereby adopts the Proposed Temporary Container Policy as attached to the official meeting minutes;

RESOLVED FURTHER, after a 24 hour notice from the contractor or Member, including weekends, the Security Division will provide members and contractors

locations to place these items;

RESOLVED FURTHER, the safety, placement, and housekeeping of these items are the responsibility of the member;

RESOLVED FURTHER, the Mutual reserves the right to remove or relocate any item to remedy an unsafe condition; 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.

June Initial Notification

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

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TEMPORARY CONTAINER 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; including weekends; 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 and on weekends. 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.



STAFF REPORT

DATE: July 10, 2018
FOR: Board of Directors
SUBJECT: Proposed Amendment to Golden Rain Foundation Trust Agreement to Extend Term

RECOMMENDATION

Entertain a motion to recommend approval (for signature and recording) of the Proposed Amendment to the Golden Rain Foundation Trust Agreement to extend the term for 20 years from March 2, 2024.

BACKGROUND

The Golden Rain Foundation of Laguna Woods is the Trustee of the Golden Rain Foundation Trust created by the Trust Agreement. United Laguna Woods Mutual, Third Laguna Hills Mutual, and Laguna Woods Mutual No. Fifty are the trustors and beneficiaries of the Trust, and the only current Cooperatives, as that term is defined by and provided in the Trust Agreement.

Section VI of the Trust Agreement provides that the Trust, if not earlier terminated, shall in all events terminate 60 years from the date of the Agreement (March 2, 1964) or 21 years after the date of death of the last to die of Mark L. Conroy, Jr., Westminster, California; Kevin Ross Letsan, Villa Park, California; Allan Oakley Hunter, Jr., Fresno, California; Matthew Van Zandt Mayer, Orange, California; Jeffrey P. Tuck, Pasadena, California; and Pamela Jane Swart, Arlington Heights, Illinois, whichever occurs earlier.

United Mutual, Third Mutual, Mutual No. Fifty, and the Golden Rain Foundation, desire to amend the Trust Agreement to extend the termination date of the Trust.

DISCUSSION

Either the passage of 60 years from March 2, 1964, or 21 years after the death of the last of above persons will trigger termination of the Trust. Preliminary research indicates that one or more of the above persons are alive. March 2, 2024 is 60 years from March 2, 1964, and since this is less than 21 years from the present, the Trust will terminate on March 2, 2024. Therefore, the immediate purpose of the proposed amendment is to ensure the Trust does not terminate on March 2, 2024. Secondly, by amending the Trust to remove the contingency for termination based on the date of the last to die of the above individuals, the possibility of the Trust unknowingly terminating is eliminated. The proposed amendment provides certainty and manageability.

Either the passage of 60 years from March 2, 1964, or 21 years after the death of the last of above persons will trigger termination of the Trust. Preliminary research indicates that one or

more of the above persons are alive. March 2, 2024 is 60 years from March 2, 1964, and since this is less than 21 years from the present, the Trust will terminate on March 2, 2024. Therefore, the immediate purpose of the Proposed Amendment to the Trust Agreement is to ensure the Trust does not terminate on March 2, 2024. Secondly, by amending the Trust to remove the contingency for termination based on the date of the last to die of the above individuals, the possibility of the Trust unknowingly terminating is eliminated. The Proposed Amendment to the Trust Agreement provides certainty and manageability.

Section VI of the Trust Agreement allows the Trust Agreement to be amended by written instrument executed by the Trustee (Golden Rain Foundation), and by all the Cooperatives which remain beneficiaries of the Trust (United Mutual, Third Mutual, and Mutual No. Fifty) by and through their Boards of Directors.

The Trust Agreement is subject to the Davis-Stirling Common Interest Development Act particularly Civil Code § 4265 (formerly Civil Code § 1357), which governs amendments extending the terms of declarations such as the Trust Agreement, under which Section of the Act the term of the Trust Agreement cannot be extended more than 20 years from the date upon which it would terminate under its present wording.

The proposed extension of the term of the Trust Agreement for 20 years from March 2, 2024 would not violate the rule against perpetuities as presently in effect in California because it would not extend the termination date of the Trust Agreement more than 90 years from the date of its creation.

The United Mutual Board has reviewed the Proposed Amendment to the Trust Amendment language on multiple occasions and its legal counsel has reviewed and recommends approval.

Following approval by GRF and each of the housing mutuals, pursuant to article VI of the Trust and California Civil Code § 4265 et seq., the proposed amendment extending the Trust will be put to a Corporate Member vote, tentatively in August of this year. On July 3, 2018, the GRF Board recommended approval the Proposed Amendment to the Trust Agreement. The Boards of Third Mutual and Mutual No. Fifty will be considering the Proposed Amendment to the Trust Agreement at upcoming meetings.

FINANCIAL ANALYSIS

None.

Prepared By: Siobhan Foster, COO

Reviewed By: Brad Hudson, CEO

ATTACHMENT(S)

Attachment 1: Golden Rain Trust Agreement

Attachment 2: Proposed Amendment to Golden Rain Trust Agreement

Attachment 3: Proposed Amendment to Golden Rain Trust Agreement (redlined)

TRUST AGREEMENT

GOLDEN RAIN FOUNDATION OF LAGUNA HILLS, a California corporation, hereinafter referred to as "TRUSTEE", does hereby acknowledge and declare that LAGUNA HILLS MUTUAL NO. ONE, a California corporation, hereinafter referred to as "TRUSTOR", has or will transfer to TRUSTEE sums totaling Six Hundred Nineteen Thousand and Twenty-Three Dollars (\$619,023.00), hereinafter called the "Original Trust Fund," to be held IN TRUST on the following terms:

RECITALS

A. TRUSTEE is a nonprofit membership corporation formed primarily for the purpose of providing services and furnishing community facilities to TRUSTOR and other corporations formed to provide cooperative apartment housing within the project known as Rossmore Leisure World of Laguna Hills, Orange County, California (TRUSTOR and such other corporations being collectively and individually hereinafter called the "Cooperatives");

B. TRUSTOR is a corporation formed primarily to engage in the business of providing housing on a mutual nonprofit basis to be regulated by the Federal Housing Commissioner.

C. TRUSTEE'S present and proposed operations include (but are not limited to):

- (1) Receipt of additional funds (which together with the original funds agreed to be transferred hereunder are hereinafter called "Trusteed Sums") from the Cooperatives;
- (2) Acquisition of property to be held for the use and benefit of the cooperatives;
- (3) Acquisition or construction of various community facilities, streets and utilities (all, together with the land underlying them to the extent interests in such land are held by TRUSTEE, herein referred to as "improvements") designed to meet the needs of the Cooperatives and their members and for such other uses and purposes as are specified in this Trust Agreement, such improvements being expressly impressed with the trust declared hereunder;
- (4) Continued legal ownership and maintenance of all such improvements during the continuation of this Trust, all such improvements being nevertheless impressed with and held subject to an express trust for the benefit of the Cooperatives under the

terms of this Trust Agreement;

(5) Acquisition, ownership and maintenance in trust hereunder for the benefit of the Cooperatives and for such other uses and purposes as are specified in this Trust Agreement of any types of personal property deemed by the TRUSTEE to be in best interests of the Cooperatives and their shareholders; and

(6) Payment to the Cooperatives or application for their benefit by TRUSTEE of any Trusteed Sums in excess of TRUSTEE'S costs in performance of TRUSTEE'S duties, such payment or application to be apportioned by TRUSTEE among the Cooperatives in proportion to the respective Trusteed Sums paid in by each such Cooperative.

D. This Trust Agreement is executed at the request of United California Bank (which together with its successors and assigns is hereinafter called "Mortgagee"), as Beneficiary of Deeds of Trust executed by or now planned to be executed by the Cooperatives and is intended to meet its demands on TRUSTEE and the Cooperatives for assurances in definitive and explicit form guaranteeing and safeguarding, to the Cooperatives and their shareholders and successors in interest, all beneficial rights in the Improvements, including the operation and management thereof by TRUSTEE for their benefit, and their rights granted herein to require dissolution of the Trust and distribution to the Cooperatives of the Trust Estate.

PROVISIONS

Section I

NAME OF TRUST

This Trust may be referred to as the GOLDEN RAIN FOUNDATION OF LAGUNA HILLS TRUST.

Section II

THE TRUST ESTATE

The Trust Estate hereunder shall include the Original Trust Fund, all Trusteed Sums hereinafter received from Cooperatives, all parcels of land and all Improvements acquired or constructed in trust hereunder, all sums paid to TRUSTEE by the Cooperatives to cover TRUSTEE'S costs of maintenance of the Improvements, and any other money or property

hereafter held by or received by TRUSTEE in trust hereunder. TRUSTEE hereby expressly acknowledges and declares that it has received and holds IN TRUST hereunder all that certain real property described in Exhibit A which is attached hereto and hereby incorporated herein by this reference.

Section III

BENEFICIARIES

The original beneficiary of this Trust is Laguna Hills Mutual No. One. Any other Cooperative may at any time become an additional trustor and beneficiary hereunder by manifesting its election to do so through deposit with TRUSTEE of a written instrument adopting and agreeing to the terms of this instrument, and by TRUSTEE'S written acceptance of it as an additional beneficiary; Provided, that such Cooperative shall deposit in escrow, or deliver to TRUSTEE in trust hereunder its Trusteed Sums as soon as the same become available to such Cooperative. No beneficiary may assign its beneficial interest hereunder except in conjunction with a conveyance under deed of trust or mortgage by such beneficiary. Any action of a beneficiary authorized hereunder, or by law, with respect to the Trust or the Trust Estate may be taken by any officer of such beneficiary, acting under authority granted such officer by majority vote of the Board of Directors of such beneficiary, or by the successor in interest of such beneficiary.

Section IV

RIGHTS OF THIRD PARTIES

TRUSTEE is hereby expressly granted and reserves the right to deal, for the use and benefit of the Cooperatives and their members, with Mortgages, Federal Housing Administration, Rossmore Corporation, and all other third parties, and no such third party shall be required to examine the terms of this Trust Agreement or to inquire into TRUSTEE'S authority to act hereunder. Nothing contained in this Trust Agreement shall have the effect of diminishing or modifying the procedural or substantive rights or remedies of any third party against TRUSTEE or the Trust Estate.

Section V

DUTIES, COMPENSATION AND REIMBURSEMENT OF THE TRUSTEE

TRUSTEE shall perform for the benefit of all the Cooperatives and their members

all the duties imposed upon TRUSTEE under separate written agreement and any addenda thereto with Laguna Hills Mutual No. One and United California Bank, as Mortgagee. A copy of said agreement is attached hereto and incorporated herein by this reference as Exhibit B. Notwithstanding any provision of this agreement or said Exhibit B to the contrary, TRUSTEE shall perform at all times in accordance with a Regulatory Agreement executed with the Federal Housing Administration which is attached hereto and incorporated herein by this reference as Exhibit C. TRUSTEE shall receive no profits or other compensation for any of its services rendered as trustee, but shall receive full reimbursement for its costs of acquisition and maintenance of trust assets to the extent and in the manner provided in said agreements. Without in any manner limiting the above, TRUSTEE'S duties shall include, but not be limited to, the following:

- (1) Performance of all acts of TRUSTEE contemplated in, or necessary or desirable for the carrying out of, the plan of operations hereinabove outlined in Recital C hereof;
- (2) Furnishing to all of the beneficiaries, and to Mortgagee and to Federal Housing Administration, not less often than annually, audited statements certified by a competent firm of Certified Public Accountants, adequately accounting for TRUSTEE'S activities and operations hereunder; and
- (3) Retention in a separate bank account of all funds which are part of the Trust Estate.

Section VI

REVOCATION, ALTERATION, AMENDMENT AND TERMINATION

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. The Trust may at any time be terminated by the written election, delivered to TRUSTEE, of all the Cooperatives which have at such time become, and then remain, beneficiaries of the Trust. If any beneficiary shall have assigned its beneficial interest hereunder, consent

of the assignee shall also be required for any such alteration, modification, amendment or termination. This Trust shall in all events terminate, if it has not earlier been terminated, 60 years from the date hereof or 21 years after the date of the death of the last to die of Mark L. Conroy, Jr., Westminster, California; Kevin Ross Letson, Villa Park, California; Allan Oakley Hunter, Jr., Fresno, California; Matthew Van Zandt Moyer, Orange, California; Jeffrey P. Tuck, Pasadena, California; and Pamela Jane Swart, Arlington Heights, Illinois. Promptly following termination of this Trust, the TRUSTEE shall render an accounting to each of the Beneficiaries and shall distribute all of the Trust Estate, subject to any debts of or charges against the Trust Estate (including but not limited to obligations, if any, of the Trust Estate to the TRUSTEE), to the beneficiaries, in the form of undivided interests proportional to their respective Trusteed Sums.

Section VII

RIGHTS AND POWERS OF THE TRUSTEE

A. TRUSTEE shall have, in addition to all powers, rights and privileges provided by law for trustees, and all powers necessary to carry out the duties herein imposed on TRUSTEE, the further powers to grant, bargain, sell for cash or credit, convey, exchange, convert; lease for terms, either within or beyond the end of the trust, for any purpose; assign, partition, divide, subdivide, improve, insure, loan, reloan, invest and reinvest the Trust Estate or any part thereof in such manner and on such terms and conditions as TRUSTEE deems advisable. In all such cases TRUSTEE shall have sole discretion respecting such transactions. With respect to all such transactions TRUSTEE shall have no liability concerning them whatever, except for willful and wrongful misconduct.

B. TRUSTEE reserves and is expressly granted the right and power in its sole discretion to acquire land, interests in land, improvements and personal property and to sell, transfer or dedicate the same either outright to the beneficiaries, or for public use, or to religious organizations for church use, or otherwise as TRUSTEE reasonably deems for the general welfare of the Cooperatives and their members, with or without adequate consideration, or to itself, but only for a fair and adequate consideration.

C. TRUSTEE reserves and is expressly granted the right and power to amend this instrument unilaterally if any such amendment is expressly required or requested by any federal, state or local governmental agency, in order to avoid or cure any violation

of law or of any applicable governmental regulation, or in order to make possible or more convenient the securing of any governmental authorization or permit necessary to the TRUSTEE or any Cooperative for any phase of the operations contemplated by the parties hereunder.

D. TRUSTEE reserves and is expressly granted the right and power to interpret this instrument on the basis of advice of its counsel and such interpretation shall be final and binding on all beneficiaries and other interested persons.

E. TRUSTEE may accept additional funds or property from TRUSTOR or any other beneficiary to be held subject to this Trust.

F. TRUSTEE may employ such assistance, professional and otherwise, as it deems helpful in the affairs of the Trust, and may pay the costs and expenses thereof from the Trust Estate.

G. TRUSTEE may litigate, compromise, release, settle, pay or otherwise contest or dispose of any claims or demands against the Trust, any beneficiary, or TRUSTEE, including claims for taxes and interest and penalties thereon, or any claims or demands of the Trust against any person or organization.

H. TRUSTEE may vote stock in person or by proxy and shall have and may exercise all of the rights, and may assume any or all of the obligations of a security owner in any reorganization or other adjustment or proceeding affecting any asset of the Trust.

I. Title to trust assets may be held in the name of a nominee selected by TRUSTEE, where such is to the benefit of the Trust.

J. TRUSTEE is expressly prohibited from exercising any power vested in it under this trust for the primary benefit of TRUSTEE, or for the benefit of any person other than the beneficiaries of this Trust and their stockholders.

K. TRUSTEE may borrow money and incur indebtedness and give security therefor from the Trust Estate.

L. TRUSTEE may not, without the prior written consent of Mortgagee, or Mortgagee's successors in interest, and the Federal Housing Administration, sell, assign, transfer, or dispose of any community facility buildings or structures, or the land underlying them.

Section VIII REGULATION OF TRUSTEE

A. TRUSTEE may resign. Upon the occurrence of any vacancy in the trusteeship

for any reason, the then beneficiaries, acting unanimously, shall appoint a successor trustee. If the beneficiaries do not appoint a successor within thirty (30) days of the date of such resignation or other vacancy, then any beneficiary may petition a court of competent jurisdiction, at the expense of the Trust, to appoint a successor trustee.

B. TRUSTEE may disclose the provisions of this Trust whenever he deems such disclosure is advisable.

C. No bond or other security shall be required of TRUSTEE or any successor Trustee hereunder, except as may be required and specified by the Federal Housing Administration.

D. All successor trustees upon succeeding as trustee, as herein provided, shall thereupon, without any further deed, act or conveyance, become vested with all the rights, titles, powers, obligations and trusts, including all discretionary powers, with like effect as if originally named as TRUSTEE herein.

E. TRUSTEE shall not commingle any assets held in trust hereunder with any other assets owned or held by TRUSTEE.

Section IX

RULES OF INTERPRETATION

A. If any provision or provisions of this Trust are determined to be void or unenforceable, the remaining valid and enforceable provisions shall nevertheless be and remain operative.

B. The singular number shall include the plural and the plural, the singular, and the masculine, feminine and neuter genders shall each include the other unless the context clearly requires a different construction.

C. The Trust shall be interpreted under the laws of the State of California.

D. This Trust Agreement is not intended to, and is not to be interpreted as, in any way diminishing or abrogating any of the duties or obligations imposed on TRUSTEE under the agreements attached hereto as Exhibit B and Exhibit C, but is intended as a supplement to such agreements for the purpose of further clarifying and defining the fiduciary responsibilities of TRUSTEE to the Cooperatives and their members, and the successors in interest of the Cooperatives under such agreement. In the event of conflict between this agreement and the Regulatory Agreement executed with the

Federal Housing Administration (Exhibit C), the terms of said Regulatory Agreement shall prevail.

Section X

RIGHTS OF ASSIGNEES

All fiduciary responsibilities undertaken by TRUSTEE for the benefit of the Cooperatives are likewise hereby undertaken for the benefit of any assignees or successors in interest of the Cooperatives.

Section XI

RECORDATION

This instrument may be recorded by TRUSTOR or TRUSTEE, and any assignment of any beneficial interest herein or part thereof by any beneficiary may be recorded.

IN WITNESS WHEREOF, TRUSTOR and TRUSTEE have caused this instrument to be executed by their duly authorized officers, and have caused their corporate seals to be affixed as of March 2, 1964.

GOLDEN RAIN FOUNDATION OF
LAGUNA HILLS, a California non-
profit corporation, TRUSTEE

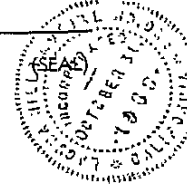
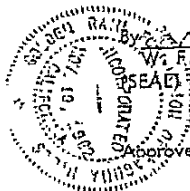
LAGUNA HILLS MUTUAL NO. ONE,
a California corporation, TRUSTOR

By L. M. Letson
L. M. Letson, President

By D. C. Gardner
D. C. Gardner, Vice President

By W. F. Schulz
W. F. Schulz, Secretary

By W. F. Schulz
W. F. Schulz, Secretary



Approved as to Form:

FEDERAL HOUSING ADMINISTRATION

By J. R. [Signature]

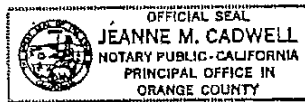
UNITED CALIFORNIA BANK, Mortgagee

By [Signature]

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On this 2nd day of March, 1964, before me, the undersigned, a Notary Public in and for said County and State, personally appeared L. M. Letson, known to me to be the President, and W. F. Schulz, known to me to be the Secretary of GOLDEN RAIN FOUNDATION OF LAGUNA HILLS, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



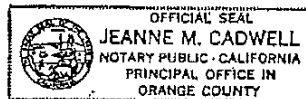
Jeanne M. Cadwell
Jeanne M. Cadwell, Notary Public in and
for the County of Orange, State of California

My Commission Expires July 5, 1967.

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On this 2nd day of March, 1964, before me, the undersigned, a Notary Public in and for said County and State, personally appeared D. C. Gardner, known to me to be the Vice President, and W. F. Schulz, known to me to be the Secretary of LAGUNA HILLS MUTUAL NO. ONE, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Jeanne M. Cadwell
Jeanne M. Cadwell, Notary Public in and
for the County of Orange, State of California

My Commission Expires July 5, 1967.

DESCRIPTION OF REAL PROPERTY

Lot 5 and Lots B, C, D, E and F of Tract No. 5061
in the County of Orange, State of California, as
per map recorded in Book 183, Pages 4 to 8 inclusive
of Miscellaneous Maps, in the office of the county
recorder of said County.

EXHIBIT "A"

AGREEMENTParties

GOLDEN RAIN FOUNDATION OF LAGUNA HILLS, a California nonprofit corporation, hereinafter referred to as "GOLDEN RAIN,"

LAGUNA HILLS MUTUAL NO. ONE, a California corporation, hereinafter referred to as "LAGUNA HILLS,"

and

UNITED CALIFORNIA BANK, a California corporation, hereinafter referred to as "MORTGAGEE."

Recitals

A. LAGUNA HILLS has been formed for the purpose of constructing, owning and operating a cooperative housing project to be constructed in two increments or individual projects and to be located on that certain real property located in Orange County, California, hereinafter referred to as the "Property." The legal description of the Property is set forth in "Exhibit A" attached hereto and by this reference made a part hereof. The acquisition of the Property and the construction of the improvements thereon are to be financed by the sale of stock of LAGUNA HILLS and by two mortgage loans from MORTGAGEE, said loans to be insured by FRA under Section 213 of the National Housing Act. LAGUNA HILLS is the first of several such corporations, hereinafter referred to collectively as "Cooperatives" which are planned to be formed for the purpose of constructing, owning and operating cooperative housing projects, which projects when completed will contain an estimated total of 18,000 dwelling units, all to be located in a new community in Orange County, California to be known as Rossmoor Leisure World of Laguna Hills, hereinafter referred to as "LEISURE WORLD."

B. 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 successors in interest and will be operated by GOLDEN RAIN on a non-profit basis for the benefit of the Cooperatives and their members and successors in interest. A schedule of the Improvements and their estimated cost is attached hereto marked

"Exhibit B" and hereby made a part hereof. It is understood by the parties hereto that said schedule is subject to change depending upon changes in the Improvements themselves which become necessary or advisable, costs actually incurred, and the extent of the development of Leisure World.

C. As provided in its By-Laws, the resident membership of GOLDEN RAIN, except for its incorporators, is limited to the members of the Cooperatives. Each such member shall be automatically entitled to such membership by virtue of his membership in one of the Cooperatives. Conversely, by the terms of the Occupancy Agreement required to be signed by each member of a Cooperative, resident membership in GOLDEN RAIN will be a condition of the member's occupancy of his respective dwelling unit. By the terms of its Articles of Incorporation and By-Laws, the voting control of GOLDEN RAIN is vested in its corporation members, which are the Cooperatives, or their successors in interest, each corporation member being entitled to that number of votes equal to its own membership.

D. MORTGAGEE has heretofore filed on behalf of LAGUNA HILLS applications for mortgage insurance covering its two individual projects, and FHA has issued mortgage insurance commitments. The projects are identified in the files of FHA by project number. The project number of each project, the mortgage loan amount and the FHA estimate of total replacement cost are set forth in "Exhibit A". The

amounts of the commitments are based on FHA's estimate of total replacement cost. In the case of each project there is included in the replacement cost estimate the value attributed to the particular Improvements determined by FHA to be essential to the project and required to be completed as a condition of its insurance of the mortgage loan. The value attributed to the Improvements is reflected in the value of the land. Those Improvements (principally community facilities) required to be completed prior to FHA initial endorsement of the mortgage loan note are reflected in the "fair market value of land in fee simple and 'as is'" (as set forth in the commitment). Those improvements (e.g., utilities, street improvements and drainage structures) not required to be completed prior to initial endorsement but for which assurance of completion is required prior thereto in the form of an escrow, are reflected in the "Estimated Available Market Price of Site in Fee Simple" (as set forth in the commitment).

E. It is assumed that the Improvements will be valued by FHA in the same manner as above described in the case of each individual project in Leisure World, and that the actual cost of all of the Improvements will not exceed the aggregate value attributed thereto by FHA. It is the intention of GOLDEN RAIN to finance the acquisition and construction of the Improvements, including underlying land, out of mortgage loan proceeds received by the Cooperatives (residual amounts available for land on first advance). Land for each individual project is planned to be purchased by the Cooperatives at a price not in excess of FHA's "Estimated Available Market Price of Sites in Fee Simple", less the value attributed to Improvements. It is further planned that each Cooperative will transfer in trust to GOLDEN RAIN, funds equal to such value which will be applied by GOLDEN RAIN toward payment of the cost of the Improvements. In the case of those Improvements for which FHA may require assurance of completion, (e.g., utilities, street improvements and drainage structures), it

is intended that the Cooperatives deposit in escrow the necessary funds from mortgage proceeds, such funds upon release from escrow to be transferred to GOLDEN RAIN in trust the same as if transferred directly from the Cooperatives.

Terms

1. To the extent that FHA in any mortgage insurance commitment issued by it with respect to any mortgage executed by any Cooperative attributes by virtue of the Improvements additional value to the land, such Cooperative, upon initial endorsement of the mortgage loan note by FHA and acquisition of the land, shall transfer in trust to GOLDEN RAIN out of mortgage loan proceeds or other available funds an amount equal to such additional value. In the event FHA does not make available a breakdown of the "as is" value of the land which reflects the value attributed to the particular Improvements required to be completed as a condition precedent to initial endorsement of the mortgage loan, then such additional value shall be deemed to be the difference between said "as is" value and the price agreed to be paid by the Cooperative for the land, exclusive of the Improvements, plus FHA's estimate of the cost of the Improvements for which an escrow is required by FHA to assure their completion, and the value of which is reflected in the FHA "Estimated available Market Price of Site in Fee Simple" as set forth in its commitment.

Immediately upon receipt of the above-described funds from the Cooperative, GOLDEN RAIN shall deposit the same in a separate trust account and pursuant to a trust agreement substantially as attached hereto as "Exhibit C". GOLDEN RAIN shall be reimbursed from trust funds for cost of Improvements acquired or constructed by GOLDEN RAIN but only to the extent of the cost of Improvements acceptably completed and approved by FHA.

In the case of Improvements with respect to which FHA may require an escrow to assure their completion, the

Cooperative shall deposit an amount equal to FHA's estimate of the cost thereof in an escrow with a depository and pursuant to an escrow agreement both approved by FHA. The amount to be transferred by the Cooperative to GOLDEN RAIN in trust shall be reduced by the amount of the escrow deposit, and the funds deposited in escrow shall be transferred to GOLDEN RAIN in trust upon their release from escrow the same as if transferred directly from the Cooperative.

2. It is specifically understood and agreed that completion of all of the Improvements as planned is dependent upon the development of Leisure World being fully completed, and GOLDEN RAIN shall not be obligated to construct the Improvements to a greater extent than required by the actual development of Leisure World, or to expend thereon any more money than it receives from time to time in trust as provided in paragraph 1 hereof; provided, however, that the obligation of a Cooperative to complete certain specified off-site improvements as a condition of a particular FHA mortgage insurance commitment shall in no wise be affected by the foregoing provision of this paragraph 2.

3. GOLDEN RAIN shall proceed with the acquisition or construction of the Improvements as rapidly as the development of Leisure World permits. The acquisition or construction of all of the Improvements listed in "Exhibit B" will only be undertaken if Leisure World is fully developed. In the event Leisure World is not fully developed, the Improvements will of necessity be proportionately reduced. During the development of Leisure World the order of acquisition or construction of the Improvements will be determined by GOLDEN RAIN subject to approval by FHA. Performance bonds shall be required in connection with all major items of construction. Where Improvements are acquired by GOLDEN RAIN fully completed no bond will be required.

4. No Cooperative shall be obligated to pay for Improvements more than its respective increment contributed to said trust. Such obligation shall be discharged by payment to GOLDEN RAIN in trust of the amount required to be so paid under paragraph 1 hereof.

5. GOLDEN RAIN in its said capacity as Trustee shall maintain the Improvements and the grounds and equipment appurtenant thereto in good repair and condition. In the event all or any part of said Improvements shall be damaged by fire or other casualty, the money derived from any insurance on the property shall be held in trust by and for the benefit of the Cooperatives in such manner as may be determined in the discretion of GOLDEN RAIN as Trustee, provided that any such insurance proceeds in excess of \$5,000.00 shall only be applied in a manner approved by FHA.

6. The beneficial interest of each Cooperative under the trust agreement to be executed as provided in paragraph 1 hereof shall be assigned to MORTGAGEE immediately following the creation of such interest. MORTGAGEE agrees that it will assign to the FHA such beneficial ^{interest} under said trust agreement as relates to any individual project which MORTGAGEE assigns or conveys to the FHA pursuant to a claim for mortgage insurance benefits.

7. Within 90 days following the end of each fiscal year GOLDEN RAIN shall furnish the Cooperatives, FHA, and MORTGAGEE with a complete annual financial report, prepared and certified by a Public Accountant or Certified Public Accountant and based upon examination of its books and records. The books and records of GOLDEN RAIN shall at all times be maintained in reasonable condition and available for examination and inspection at any reasonable time by FHA or MORTGAGEE or its respective duly authorized agents.

8. Any Cooperative other than LAGUNA HILLS may become a party to this agreement upon the execution of an Addendum, in form substantially the same as "Exhibit D" attached hereto and incorporated herein by this reference, by such joining

Cooperative, GOLDEN RAIN, and MORTGAGEE, and by the supplementing of "Exhibit A" to reflect information pertinent to such joining ^{Cooperative} ~~Mutual~~. Each such joining Cooperative shall thereby become obligated to perform all duties, shall be subject to all such conditions and restrictions and shall be entitled to all such performance by all other present and future parties hereto as if such joining Cooperative had been an original party to this agreement.

9. This agreement shall inure to the benefit of and bind the successors and assigns of MORTGAGEE under any one or all of the several FHA insured mortgages on any property in Leisure World.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 2nd day of March, 1964.

GOLDEN RAIN FOUNDATION OF LAGUNA HILLS

By [Signature] VICE PRESIDENT

LAGUNA HILLS MUTUAL NO. ONE,

By [Signature] PRESIDENT

UNITED CALIFORNIA BANK

By [Signature]

FHA Project Nos.	No. of Apt. Units	FHA Estimate of Replacement Cost	Description of Real Property on Which Apartments Will be Built (All in County of Orange, State of California)	
LAGUNA HILLS MUTUAL NO. ONE	122-30309-M	218	\$3,226,544	Lots 11, 12 and 13 of Tract #5061
	122-30310-M	152	2,166,475	Lots 9 and 10 of Tract #5061

EXHIBIT A

ROSEMOOR LEISURE WORLD LAGUNA HILLS
SUMMARY OF ESTIMATED COSTS
COMMUNITY FACILITIES AND OFFSITE IMPROVEMENTS

SCHEDULE A

Improvements Within Boundaries of Tentative Tract 4920 \$ 6,206,917.00 = 28.0¢ Sq. Ft.

SCHEDULE B

Improvements Attributable to Total Project Area \$ 4,836,512.00 = 7.5¢ Sq. Ft.

SCHEDULE C

Estimated Costs of Community Facilities \$ 7,859,385.00 = 12.3¢ Sq. Ft.
47.8¢ Sq. Ft.

EXHIBIT B

COST DEVELOPMENT ROSSMOOR LEISURE WORLD

BOOK 6953 PAGE 538

LAGUNA HILLSImprovements within Boundaries of Tentative Tract 4920A. Private Street Improvements

32' Wide Travel Way 11,000 L.F. X \$10.50	\$ 115,500
36' Wide Travel Way 27,000 L.F. X \$11.50	310,500
46' Wide Travel Way 2,700 L.F. X \$14.50	<u>39,150</u>
	\$ 465,150.00

B. Drainage Construction (Residential Area)

Conc. Lined Channel 4,330 L.F. X \$23.00	\$ 99,590
Combination Equestrian Structures	5,000
36" RCP 8,000 L.F. X \$18.00	144,000
42" RCP 1,480 L.F. X \$20.00	29,600
54" RCP 1,450 L.F. X \$23.00	33,350
Conc. Box Culv. & Apptr. 200 L.F. X \$110.00	22,000
Aliso Creek Crossing 1 X \$16,000	16,000
Std. Catch Basing 15 X \$750.00	<u>12,000</u>
	\$ 361,540.00

C. Grading Pvt. Streets, Recreation Sites

90 Acres X 6,500 CY/Ac = 585,000 CY X \$.40	\$ 234,000.00
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D. Rough Grading Lot Area

6,000 CY/Acre X \$.40 X 511	\$ 1,226,400.00
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E. Water Distribution System on Private Streets to Meter

511 Ac X 1,908/Ac	\$ 974,988.00
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NOTE: Large Distribution Mains Furnished by Water Co.

F. Water Lines Meter to Bldg.

(Arc. Section)

G. Gravity Sewer Lines (Less House Connections of 6" X 4" VCP)

8" VCP 44,683 L.F. X \$4.10	\$ 183,209
8" VCP 20,000 L.F. X \$4.10	82,000
10" VCP 4,300 L.F. X \$5.10	21,930
12" VCP 3,200 L.F. X \$8.25	26,400
15" VCP 2,300 L.F. X \$10.80	24,840
18" VCP 2,300 L.F. X \$12.90	29,670
21" VCP 1,300 L.F. X \$14.80	<u>19,240</u>
	\$ 387,289.00

SCHEDULE A

(Arch. Section)

BOOK 6953 PAGE 539

H. Sewers (Onsite)

I. Edison Underground

27,000' X \$25.00 = \$675,000

\$675,000 + (\$100.00/unit X 6,285 units) \$ 1,303,500

Plus Underground Utilities (Edison & Telephone)

\$2.00 X 230 L.F./Ac X Ac 286,160

\$ 1,589,660.00

J. Engineering

6,285 units X \$154.00 Per Unit

\$ 967,890.00

\$ 6,206,917.00

TOTAL

\$6,206,917.00 = \$ 12,147.00 Per Acre = 28¢ Per Sq. Ft.
511 Acres

COST DEVELOPMENT ROSSMOOR LEISURE WORLD

LAGUNA HILLSImprovements Attributable to Total Project Area .A. El Toro Road Improvements

Traffic Interchange L.S.	\$ 109,920	
Drainage L.S.	56,000	
Excavation 75,600 CY X \$.40	30,240	
Roadway 104' RW 8,320 L.F. 8,320 X \$44.00	366,080	
Roadway 52' RW 7,000 L.F. 7,000 X \$22.00	<u>154,000</u>	
		\$ 716,240.00

B. Moulton Parkway Improvement.

Roadway 10,150 L.F. X \$44.00	\$ 446,600	
Drainage L.S.	45,950	
Excavation 210,000 CY X \$.40	<u>84,000</u>	
		\$ 576,550.00

C. Paseo de Valencia

Roadway 70' R/W 3,840 L.F. X \$36.00	\$ 138,240	
104' R/W 4,000 L.F. X \$44.00	176,000	
52' R/W 3,005 L.F. X \$22.00	66,110	
Drainage L.S.	10,000	
Aliso Creek Crossing L.S.	65,000	
Excavation 125,000 CY X \$.40	<u>50,000</u>	
		\$ 505,350.00

D. Aliso Creek Improvement.

3,800' of Channel		\$ 200,000.00
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E. Sewer Trunks & Pump Stations.

Trunk A.	\$ 246,000	
Paseo de Valencia to P.S. #2	49,000	
Trunk C. & P.S. #5	137,000	
P.S. #4 to Plant	60,000	
Moulton Parkway to Trunk A	<u>23,000</u>	
		\$ 515,000.00

<u>F. Underground Conduits and Manholes for Pacific Telephone Co.</u>		
Underground Trunk Cables L.S.	\$ 60,000	\$ 60,000.00
<u>G. Chain Link Fencing Along Channels etc.</u>		
30,000 L.F. X \$2.50		\$ 75,000.00
<u>H. Screen Walls Around Perimeter and Along Public Roads.</u>		
70,000 L.F. X \$6.55		\$ 458,500.00
<u>I. Street Lighting</u>		
1,000 units X \$240.00 ea		\$ 240,000.00
<u>J. Street Signs</u>		
		\$ 12,500.00
<u>K. World Globe Main Entrance Way, Lakes, Landscaping, Sprinklers, etc.</u>		
		\$ 122,244.00
<u>L. Relocation Costs Existing Utilities</u>		
Telco Toll Cable Realignment	\$ 220,000	
Temp. Sewer Oxidation Pond	15,000	
Up & Down Costs of Edison Co. Pole Lines		
15,000' X \$5.00	75,000	
Reconstruction of "blow off" on Trf Cities		
Water Line	30,000	
Temp. Sewer Pump Station & 6" ACP Force Main		
3,125 L.F. 6" ACP X \$4.00	12,500	
Pump Station	6,500	
Temp Chain Link Fencing at Various Locations		
5,000 L.F. X \$2.50	12,500	
Temp Grading & Surfacing of Access Road to		
Moulton Ranch Properties	6,000	
Detour Construction on El Toro	8,500	
Temp Drainage & Grading Required to Maintain		
Drainage	7,500	
Relocation & Removal of Existing Houses on Property	12,500	
		\$ 407,000.00
Sub Total		\$ 3,598,934.00
Engineering Fees 10%		\$ 359,893.40
Forward		\$ 4,288,827.40

Revised 12/1/02

SCHEDULE B

EXHIBIT B-12

	Balance Forward	\$ 4,238,252.00
M.	<u>Engineering Costs</u>	
	(See Schedule A)	
N.	<u>Soil Tests</u>	\$ 46,000.00
O.	<u>Subdivision Bond Premiums</u>	\$ 276,000.00
P.	<u>City & County Fees & Variances</u>	\$ 156,630.00
Q.	<u>Grading Bonds & Permit Fees</u>	\$ 69,000.00
	<u>TOTAL</u>	\$ <u>4,836,512.00</u>

$\frac{\$ 4,836,512.00}{1463 \text{ Acres}} = \$ 3,306.00 \text{ per Acre} = 7.5¢ \text{ per Sq. Ft.}$

ROSSMOOR LEISURE WORLD LAGUNA HILLS
ESTIMATED COSTS
OF COMMUNITY FACILITIES

	LAND AVERAGE	LAND COST	BLDGS & IMPROVEMENTS	TOTAL COSTS
2 - Club Houses with Pools	14.14	\$ 140,000	\$1,300,000	\$1,440,000
5 - Club Houses	21.4	214,000	1,380,000	1,594,000
Auditorium	5	50,000	520,000	570,000
Riding Stable	5.9	59,000	99,750	158,750
Maintenance Bldg	2.4	24,000	483,405	512,405
18 Hole Golf Course	157	1,570,000	525,300	2,095,300
Guard Houses & Gates	-	-	64,000	64,000
Administration Bldg	4.978	49,780	740,900	790,680
Water Improved	22	220,000	40,000	260,000
Contingency Reserve 5%	-	-	-	374,385
		TOTAL		<u>\$7,859,385</u>

$\frac{\$7,859,385}{1,463 \text{ Acres}} = \$5,372.00 \text{ Per Acre} = 12.3¢ \text{ Per Sq. Ft.}$

The Agreement to which this "Exhibit C" is attached is in turn attached as "Exhibit B" to that certain Trust Agreement dated March 2, 1964 between Golden Rain Foundation of Laguna Hills, Trustee, and Laguna Hills Mutual No. One, Trustor. Said Trust Agreement is incorporated herein by reference as this "Exhibit C".

EXHIBIT C

ADDENDUM TO AMENDED AGREEMENT

Pursuant to the provisions of paragraph 8 of
the Amended Agreement to which this Addendum is attached,
LAGUNA HILLS MUTUAL NO. _____ hereby elects to be-
come a party to said Agreement.

LAGUNA HILLS MUTUAL NO. _____,
a California corporation

By _____

ACCEPTED:

GOLDEN RAIN FOUNDATION OF LAGUNA HILLS,
a California corporation

By _____

UNITED CALIFORNIA BANK

By _____

EXHIBIT "D"

AMENDMENT TO TRUST AGREEMENT

GOLDEN RAIN FOUNDATION OF LAGUNA HILLS, as Trustee under that Trust Agreement dated March 2, 1964, recorded in Book 6953, Page 519 of the Official Records of Orange County, California, and LAGUNA HILLS MUTUAL NO. ONE, Trustor of said Trust, hereby agree to amend said Trust Agreement by substituting the amended Agreement attached hereto in place of "Exhibit B" attached to said Trust Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of March 30, 1964.

GOLDEN RAIN FOUNDATION OF LAGUNA HILLS,
Trustee

By *L. M. Letson*
L. M. Letson, President

By *W. F. Schulz*
W. F. Schulz, Secretary

LAGUNA HILLS MUTUAL NO. ONE, Trustor

By *D. C. Gardner*
D. C. Gardner, Vice President

By *W. F. Schulz*
W. F. Schulz, Secretary

APPROVED:

UNITED CALIFORNIA BANK

By *M. R. Miller* THE PRESIDENT

FEDERAL HOUSING COMMISSIONER

By *James Terrell*

STATE OF CALIFORNIA }

COUNTY OF ORANGE }

ss.

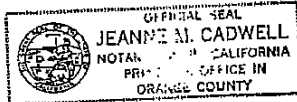
\$17.20

RECORDED AT REQUEST OF
TITLE INS. & TRUST CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
APR 6 1964
RUBY McFARLAND, County Recorder

On this 30th day of March, 1964, before me, the undersigned, a Notary Public in and for said County and State, personally appeared L. M. Letson, known to me to be the President, and W. F. Schulz, known to me to be the Secretary of GOLDEN RAIN

FOUNDATION OF LAGUNA HILLS, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Jeanne M. Cadwell
Notary Public in and for the County
of Orange, State of California

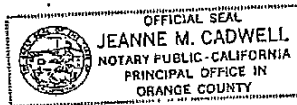
JEANNE M. CADWELL
My Commission Expires July 4, 1967

STATE OF CALIFORNIA }
COUNTY OF ORANGE }

ss.

On this 30th day of March, 1964, before me, the undersigned, a Notary Public in and for said County and State, personally appeared D. C. Gardner, known to me to be the Vice President, and W. F. Schulz, known to me to be the Secretary of LAGUNA HILLS MUTUAL NO. ONE, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a Resolution of its Board of Directors.

WITNESS my hand and official seal.



Jeanne M. Cadwell
Notary Public in and for the County
of Orange, State of California

JEANNE M. CADWELL
My Commission Expires July 4, 1967

AMENDED AGREEMENT

The parties hereto hereby agree to amend the Agreement dated March 2, 1964, between GOLDEN RAIN FOUNDATION OF LAGUNA HILLS, LAGUNA HILLS MUTUAL NO. ONE, and UNITED CALIFORNIA BANK, in entirety to read as follows:

Parties

GOLDEN RAIN FOUNDATION OF LAGUNA HILLS, a California nonprofit corporation, hereinafter referred to as "GOLDEN RAIN",

LAGUNA HILLS MUTUAL NO. ONE, a California corporation, hereinafter referred to as "LAGUNA HILLS", and

UNITED CALIFORNIA BANK, a California corporation, hereinafter referred to as "MORTGAGEE".

Recitals

A. LAGUNA HILLS has been formed for the purpose of constructing, owning and operating a cooperative housing project to be constructed in two increments or individual projects and to be located on that certain real property located in Orange County, California, hereinafter referred to as the "Property." The legal description of the Property is set forth in Exhibit I attached hereto and by this reference made a part hereof. The acquisition of the Property and the construction of the improvements thereon are to be financed by the sale of stock of LAGUNA HILLS and by two mortgage loans from MORTGAGEE, said loans to be insured by the Federal Housing Administration (hereinafter called "FHA") under Section 213 of the National Housing Act. LAGUNA HILLS is the first of several such corporations, hereinafter referred to collectively as "Cooperatives" which are planned to be formed for the purpose of constructing, owning and operating cooperative housing projects, which projects when completed will contain an estimated total of 18,000 dwelling units, all to be located in a new community in Laguna Hills, Orange County, California, to be known as Rossmoor Laisure World of Laguna Hills, hereinafter referred to as "LEISURE WORLD".

B. 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 successors in interest and will be operated by GOLDEN RAIN on a non-profit basis for the benefit of the Cooperatives and their members and successors in interest. A schedule of the Improvements and their estimated cost is attached hereto marked Exhibit II and hereby made a part hereof. It is understood by the parties hereto that said schedule is subject to change depending upon changes in the Improvements themselves which become necessary or advisable, costs actually incurred, and the extent of the development of Leisure World.

C. As provided in its By-Laws, the resident membership of GOLDEN RAIN, except for its incorporators, is limited to the members of the Cooperatives. Each such member shall be automatically entitled to such membership by virtue of his membership in one of the Cooperatives. Conversely, by the terms of the Occupancy Agreement required to be signed by each member of a Cooperative, resident membership in GOLDEN RAIN will be a condition of the member's occupancy of his respective dwelling unit. By the terms of its Articles of Incorporation and By-Laws, the voting control of GOLDEN RAIN is vested in its corporation members, which are the Cooperatives, or their successors in interest, each corporation member being entitled to that number of votes equal to its own membership.

D. MORTGAGEE has heretofore filed on behalf of LAGUNA HILLS applications for mortgage insurance covering its two individual projects, and FHA has issued mortgage insurance commitments. The projects are identified in the files of FHA by project number. The project number of each project, the mortgage loan amount and the FHA estimate of total replacement cost are set forth in Exhibit I. The amounts of the commitments are based on FHA's estimate of total replacement cost. In the case of each project there is included in the replacement cost estimate the value attributed to the particular Improvements determined by FHA to be

essential to the project and required to be completed as a condition of its insurance of the mortgage loan. The value attributed to the Improvements is reflected in the value of the land. Those Improvements (principally community facilities) required to be completed prior to FHA initial endorsement of the mortgage loan note are reflected in the "fair market value of land in fee simple and 'as is'" (as set forth in the commitment). Those improvements (e.g., utilities, street improvements and drainage structures) not required to be completed prior to initial endorsement but for which assurance of completion is required prior thereto in the form of an escrow, are reflected in the "Estimated Available Market Price of Site in Fee Simple" (as set forth in the commitment).

E. It is assumed that the Improvements will be valued by FHA in the same manner as above described in the case of each individual project in Leisure World, and that the actual cost of all of the Improvements will not exceed the aggregate value attributed thereto by FHA. It is the intention of GOLDEN RAIN to finance the acquisition and construction of the Improvements, including underlying land, out of mortgage loan proceeds received by the Cooperatives (residual amounts available for land on first advance). Land for each individual project is planned to be purchased by the Cooperatives at a price not in excess of FHA's "Estimated Available Market Price of Sites in Fee Simple," less the value attributed to Improvements. It is further planned that each Cooperative will transfer in trust to GOLDEN RAIN, funds equal to such value which will be applied by GOLDEN RAIN toward payment of the cost of the Improvements. In the case of those Improvements for which FHA may require assurance of completion, (e.g., utilities, street improvements and drainage structures), it is intended that the Cooperatives deposit in escrow the necessary funds from mortgage proceeds, such funds upon release from escrow to be transferred to GOLDEN RAIN in trust the same as if transferred directly from the Cooperatives.

Terms

1. To the extent that FHA in any mortgage insurance commitment issued by it with respect to any mortgage executed by any Cooperative attributes by virtue of the Improvements additional value to the land, such Cooperative, upon initial endorsement of the mortgage loan note by FHA and acquisition of the land, shall transfer in trust to GOLDEN RAIN out of mortgage loan proceeds or other available funds an amount equal to such additional value. In the event FHA does not make available a breakdown of the "as is" value of the land which reflects the value attributed to the particular Improvements required to be completed as a condition precedent to initial endorsement of the mortgage loan, then such additional value shall be deemed to be the difference between said "as is" value and the price agreed to be paid by the Cooperative for the land, exclusive of the Improvements, plus FHA's estimate of the cost of the Improvements for which an escrow is required by FHA to assure their completion, and the value of which is reflected in the FHA "Estimated Available Market Price of Site in Fee Simple" as set forth in its commitment.

Immediately upon receipt of the above-described funds from the Cooperative, GOLDEN RAIN shall deposit the same in a separate trust account and pursuant to a trust agreement substantially as attached hereto as Exhibit III. GOLDEN RAIN shall be reimbursed from trust funds for cost of Improvements acquired or constructed by GOLDEN RAIN but only to the extent of the cost of Improvements acceptably completed and approved by FHA.

In the case of Improvements with respect to which FHA may require an escrow to assure their completion, the Cooperative shall deposit an amount equal to FHA's estimate of the cost thereof in an escrow with a depository and pursuant to an escrow agreement both approved by FHA. The amount to be transferred by the Cooperative to GOLDEN RAIN in trust shall be reduced by the amount of the

escrow deposit, and the funds deposited in escrow shall be transferred to GOLDEN RAIN in trust upon their release from escrow the same as if transferred directly from the Cooperative.

2. It is specifically understood and agreed that completion of all of the Improvements as planned is dependent upon the development of Leisure World being fully completed, and GOLDEN RAIN shall not be obligated to construct the Improvements to a greater extent than required by the actual development of Leisure World, or to expend thereon any more money than it receives from time to time in trust as provided in paragraph 1 hereof; provided, however, that the obligation of a Cooperative to complete certain specified off-site improvements as a condition of a particular FHA mortgage insurance commitment shall in no wise be affected by the foregoing provision of this paragraph 2.

3. GOLDEN RAIN shall proceed with the acquisition or construction of the Improvements as rapidly as the development of Leisure World permits. The acquisition or construction of all of the Improvements listed in Exhibit II will only be undertaken if Leisure World is fully developed. In the event Leisure World is not fully developed, the Improvements will of necessity be proportionately reduced. During the development of Leisure World the order of acquisition or construction of the Improvements will be determined by GOLDEN RAIN subject to approval by FHA. Performance bonds shall be required in connection with all major items of construction. Where Improvements are acquired by GOLDEN RAIN fully completed no bond will be required.

4. No Cooperative shall be obligated to pay for Improvements more than its respective increment contributed to said trust. Such obligation shall be discharged by payment to GOLDEN RAIN in trust of the amount required to be so paid under paragraph 1 hereof.

5. GOLDEN RAIN in its said capacity as Trustee shall maintain the Improvements and the grounds and equipment appurtenant

thereto in good repair and condition. In the event all or any part of said Improvements shall be damaged by fire or other casualty, the money derived from any insurance on the property shall be held in trust by and for the benefit of the Cooperatives in such manner as may be determined in the discretion of GOLDEN RAIN as Trustee, provided that any such insurance proceeds in excess of \$5,000.00 shall only be applied in a manner approved by FHA.

6. GOLDEN RAIN shall operate and manage the Improvements and provide administrative, recreational and medical services for the benefit of the members of the Cooperatives and their successors in interest at cost and on a nonprofit basis. The cost thereof shall be included in the monthly carrying charges charged on a pro rata basis to the members by their respective Cooperatives. Not less than sixty (60) days prior to the beginning of each fiscal year GOLDEN RAIN shall prepare an operating budget setting forth its estimate of the cost of operating and managing the Improvements and providing the other aforesaid services desired for the ensuing year and shall cause copies of same to be delivered to the members of the Cooperatives or to the Cooperatives for delivery to their members. The estimate of cost shall include administrative expenses, operating expense, utilities, hazard insurance, taxes and assessments, interest and amortization, and a reasonable contingency reserve. GOLDEN RAIN in its capacity as Trustee of the Golden Rain Foundation Trust shall maintain and repair the Improvements for the benefit of the Cooperatives and their successors in interest at cost and on a nonprofit basis and shall prepare and deliver cost estimates for such maintenance and repair in the same manner and such costs shall be charged in the same manner as provided above for operating and managing costs. Such costs shall include a reasonable reserve for replacement and renovation.

7. In the discretion of its Board of Directors, GOLDEN RAIN shall refund or credit to the members of the Cooperatives after the end of each fiscal year their respective proportionate shares of such sums as have been collected to pay the cost of the aforesaid services which are in excess of the amount expended or obligated therefor.

8. The extent of the services to be provided in connection with the community facilities and the rules and regulations with respect to the use of said facilities shall be determined and established by the Board of Directors of GOLDEN RAIN in its sole discretion.

9. The beneficial interest of each Cooperative under the trust agreement to be executed as provided in paragraph 1 hereof shall be assigned to MORTGAGEE immediately following the creation of such interest. MORTGAGEE agrees that it will assign to the FHA such beneficial interest under said trust agreement as relates to any individual project which MORTGAGEE assigns or conveys to the FHA pursuant to a claim for mortgage insurance benefits.

10. Within 90 days following the end of each fiscal year GOLDEN RAIN shall furnish the Cooperatives, FHA, and MORTGAGEE with a complete annual financial report, prepared and certified by a Public Accountant or Certified Public Accountant and based upon examination of its books and records. The books and records of GOLDEN RAIN shall at all times be maintained in reasonable condition and available for examination and inspection at any reasonable time by FHA or MORTGAGEE or its respective duly authorized agents.

11. Any Cooperative other than LAGUNA HILLS may become a party to this agreement upon the execution of an Addendum, in form substantially the same as Exhibit IV attached hereto and incorporated herein by this reference, by such joining Cooperative, GOLDEN RAIN, and MORTGAGEE, and by the supplementing of Exhibit I to reflect information pertinent to such joining Cooperative. Each such joining Cooperative shall thereby become obligated to perform all duties, shall be subject to all such conditions and restrictions and shall be entitled to all such performance by all other present and future parties hereto as if such joining Cooperative had been an original party to this agreement.

12. This agreement shall inure to the benefit of and bind the successors and assigns of MORTGAGEE under any one or

all of the several FHA insured mortgages on any property in Leisure World.

13. This Agreement is not intended to end and is not to be interpreted as in any way diminishing or abrogating any of the duties or obligations imposed on GOLDEN RAIN under the Regulatory Agreement dated March 2, 1964 between GOLDEN RAIN FOUNDATION OF LAGUNA HILLS and PHILIP N. BROWNSTEIN, as Federal Housing Commissioner. In the event of conflict between this Agreement and the Regulatory Agreement, the terms of said Regulatory Agreement shall prevail. In the event of a conflict between this Agreement and the Trust Agreement dated March 2, 1964, between GOLDEN RAIN FOUNDATION OF LAGUNA HILLS, as Trustee, and LAGUNA HILLS MUTUAL NO. ONE, as Trustor, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 30th day of March, 1964.

GOLDEN RAIN FOUNDATION OF LAGUNA HILLS

By [Signature]

LAGUNA HILLS MUTUAL NO. ONE

By [Signature]

UNITED CALIFORNIA BANK

By [Signature]

	FHA Project Nos.	No. of Apt. Units	FHA Estimate of Replacement Cost	Description of Real Property on Which Apartments Will be Built (All in County of Orange, State of California)
LAGUNA HILLS MUTUAL NO. ONE	122-30309-M	218	\$3,226,544	Lots 11, 12 and 1: of Tract #5061
	122-30310-M	152	2,166,475	Lots 9 and 10 of Tract #5061

EXHIBIT I

ROSSMOOR LEISURE WORLD LAGUNA HILLS
SUMMARY OF ESTIMATED COSTS
COMMUNITY FACILITIES AND OFFSITE IMPROVEMENTS

SCHEDULE A

Improvements Within Boundaries of Tentative Tract 4920 \$ 6,206,917.00 - 28.0c Sq. Ft.

SCHEDULE B

Improvements Attributable to Total Project Area \$ 4,836,512.00 - 7.5c Sq. Ft.

SCHEDULE C

Estimated Costs of Community Facilities \$ 7,859,385.00 - 12.3c Sq. Ft.
47.8c Sq. Ft.

EXHIBIT II

COST DEVELOPMENT ROSSMOOR LEISURE WORLD

BOOK 6992 PAGE 611

LAGUNA HILLSImprovements within Boundaries of Tentative Tract 4920A. Private Street Improvements

32' Wide Travel Way 11,000 L.F. X \$10.50	\$ 115,500
36' Wide Travel Way 27,000 L.F. X \$11.50	310,500
46' Wide Travel Way 2,700 L.F. X \$14.50	<u>39,150</u>
	\$ 465,150.00

B. Drainage Construction (Residential Area)

Conc. Lined Channel 4,330 L.F. X \$23.00	\$ 99,590
Combination Equestrian Structures	5,000
36" RCP 8,000 L.F. X \$18.00	144,000
42" RCP 1,480 L.F. X \$20.00	29,600
54" RCP 1,450 L.F. X \$23.00	33,350
Conc. Box Culv. & Apptr. 200 L.F. X \$110.00	22,000
Aliso Creek Crossing 1 X \$16,000	16,000
Std. Catch Basing 16 X \$750.00	<u>12,000</u>
	\$ 361,540.00

C. Grading Pvt. Streets, Recreation Sites

.90 Acres X 6,500 CY/Ac = 585,000 CY X \$.40	\$ 234,000.00
--	---------------

D. Rough Grading Lot Area

6,000 CY/Acre X \$.40 X 511	\$ 1,226,400.00
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E. Water Distribution System on Private Streets to Meter

511 Ac X 1,908/Ac	\$ 974,933.00
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NOTE: Large Distribution Mains Furnished by Water Co.

F. Water Lines Meter to Bldg.

(Arc. Section)

G. Gravity Sewer Lines. (Less House Connections of 6" X 4" VCP)

8" VCP 44,683 L.F. X \$4.10	\$ 183,209
8" VCP 20,000 L.F. X \$4.10	82,000
10" VCP 4,300 L.F. X \$5.10	21,930
12" VCP 3,200 L.F. X \$8.25	26,400
15" VCP 2,300 L.F. X \$10.80	24,840
18" VCP 2,300 L.F. X \$12.90	29,570
21" VCP 1,300 L.F. X \$14.80	<u>19,240</u>
	\$ 387,259.00

H. Sewers (Onsite)I. Edison Underground

27,000' X \$25.00 = \$675,000

\$675,000 ÷ (\$100.00/unit X 6,285 units) = \$ 1,303,500

Plus Underground Utilities (Edison & Telephone)

\$2.00 X 280 L.F./Ac X 44

286,160

\$ 1,589,660.00

J. Engineering

6,285 units X \$154.00 Per Unit

\$ 967,890.00

TOTAL

\$ 6,206,917.00\$6,206,917.00 = \$ 12,147.00 Per Acre = 28¢ Per Sq. Ft.
511 Acres

COST DEVELOPMENT ROSSMOOR LEISURE WORLD

LAGUNA HILLSImprovements Attributable to Total Project AreaA. El Toro Road Improvements

Traffic Interchange L.S.	\$ 109,920	
Drainage L.S.	56,000	
Excavation 75,600 CY X \$.40	30,240	
Roadway 104' RW 8,320 L.F. 8,320 X \$44.00	366,080	
Roadway 52' RW 7,000 L.F. 7,000 X \$22.00	<u>154,000</u>	
		\$ 716,240.00

B. Moulton Parkway Improvement

Roadway 10,150 L.F. X \$44.00	\$ 446,600	
Drainage L.S.	45,950	
Excavation 210,000 CY X \$.40	<u>84,000</u>	
		\$ 576,550.00

C. Paseo de Valencia

Roadway 70' R/W 3,840 L.F. X \$36.00	\$ 138,240	
104' R/W 4,000 L.F. X \$44.00	176,000	
52' R/W 3,005 L.F. X \$22.00	66,110	
Drainage L.S.	10,000	
Aliso Creek Crossing L.S.	65,000	
Excavation 125,000 CY X \$.40	<u>50,000</u>	
		\$ 595,350.00

D. Aliso Creek Improvement

3,800' of Channel	\$ 200,000.00
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E. Sewer Trunks & Pump Stations

Trunk A	\$ 246,000	
Paseo de Valencia to P.S. #2	49,000	
Trunk C & P.S. #5	137,000	
P.S. #4 to Plant	60,000	
Moulton Parkway to Trunk A	<u>23,000</u>	
		\$ 515,000.00

F. Underground Conduit and Manholes for Pacific Telephone Co.

Underground Trunk Cables L.S.	\$ 60,000	\$ 60,000.00
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G. Chain Link Fencing Along Channels etc.

30,000 L.F. X \$2.50		\$ 75,000.00
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H. Screen Walls Around Perimeter and Along Public Roads.

70,000 L.F. X \$6.55		\$ 458,500.00
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I. Screens Lighting

1,000 units X \$240.00 ea		\$ 240,000.00
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J. Street Signs

		\$ 22,500.00
--	--	--------------

K. World Globe Main Entrance Way, Lakes, Landscaping, Sprinklers, etc.

		\$ 122,844.00
--	--	---------------

L. Relocation Costs Existing Utilities

Telco Toll Cable Realignment	\$ 220,000	
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Temp. Sewer Oxidation Pond	16,000	
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Up & Down Costs of Edison Co. Pole Lines		
--	--	--

15,000' X \$5.00	75,000	
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Reconstruction of "blow off" on Tri Cities		
--	--	--

Water Line	30,000	
------------	--------	--

Temp. Sewer Pump Station & 6" ACP Force Main		
--	--	--

3,125 L.F. 6" ACP X \$4.00	12,500	
----------------------------	--------	--

Pump Station	6,500	
--------------	-------	--

Temp Chain Link Fencing at Various Locations		
--	--	--

5,000 L.F. X \$2.50	12,500	
---------------------	--------	--

Temp Grading & Surfacing of Access Road to		
--	--	--

Moulton Ranch Properties	6,000	
--------------------------	-------	--

Detour Construction on El Toro	8,500	
--------------------------------	-------	--

Temp Drainage & Grading Required to Maintain		
--	--	--

Drainage	7,500	
----------	-------	--

Relocation & Removal of Existing Houses on Property	12,500	
---	--------	--

		\$ 407,000.00
--	--	---------------

Sub Total		\$ 3,898,984.00
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Engineering Fees 10%		\$ 389,898.40
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Forward		\$ 4,288,882.40
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SCHEDULE B

BOOK 6992 PAGE 615

	Balance Forward	\$ 4,238,282.00
M.	<u>Engineering Costs</u> (See Schedule A)	
N.	<u>Soil Tests</u>	\$ 46,000.00
O.	<u>Subdivision Bond Premiums</u>	\$ 276,000.00
P.	<u>City & County Fees & Variances</u>	\$ 156,630.00
Q.	<u>Grading Bonds & Permit Fees</u>	\$ 69,000.00
	TOTAL	\$ 4,836,512.00

$\$ \frac{4,836,512.00}{1463 \text{ Acres}} = \$ 3,306.00 \text{ per Acre} = 7.5\phi \text{ per Sq. Ft.}$

ROSSMOOR LEISURE WORLD LAGUNA HILLS
 SUGGESTED COSTS
 OF COMMUNITY FACILITIES

	LAND AVERAGE	LAND COST	BLDGs & IMPROVEMENTS	TOTAL COSTS
2 - Club Houses with Pools	14.14	\$ 140,000	\$1,300,000	\$1,440,000
5 - Club Houses	21.4	214,000	1,380,000	1,594,000
Auditorium	5	50,000	520,000	570,000
Riding Stable	5.9	59,000	99,750	158,750
Maintenance Bldg	2.4	24,000	488,405	512,405
18 Hole Golf Course	157	1,570,000	525,300	2,095,300
Guard Houses & Gates	-	-	64,000	64,000
Administration Bldg	4.978	49,780	740,900	790,680
Park Improved	22	220,000	40,000	260,000
Contingency Reserve 5%	-	-	-	274,350
		TOTAL		\$7,859,385

$\frac{\$7,859,385}{1,462 \text{ Acres}} = \$5,372.00 \text{ Per Acre} = 12.3¢ \text{ Per Sq. Ft.}$

The Agreement to which this Exhibit III is attached is in turn attached as Exhibit B to that certain Trust Agreement dated March 2, 1964 between GOLDEN RAIN FOUNDATION OF LAGUNA HILLS, Trustee, and LAGUNA HILLS MUTUAL NO. ONE, Trustor. Said Trust Agreement is incorporated herein by reference as this Exhibit III.

EXHIBIT III

8150 1970-1971

LAGUNA HILLS MUTUAL NO. _____,
a California corporation

By _____

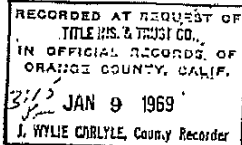
GOLDEN RAIN FOUNDATION OF LAGUNA HILLS,
a California corporation

By _____

DATE _____

By _____

Agenda Item # 13a
Page 49 of 83

AMENDMENT TO TRUST AGREEMENT

Golden Rain Foundation of Laguna Hills, as Trustee under that certain Trust Agreement dated March 2, 1964, recorded in Book 6953 page 519 of the Official Records of Orange County, California, as amended by instrument dated March 30, 1964, recorded in Book 6992 page 599 of said records, and First Laguna Hills Mutual and Laguna Hills Mutuals No. Nine and Eleven through Twenty-One, Trustors thereunder, hereby agree to amend said agreement, including "Amended Agreement" and "Regulatory Agreement" attached as exhibits thereto, as follows:

1. Wherever the word "Cooperatives" is used in said agreement, including the exhibits attached thereto, it shall also mean management bodies of condominium housing projects at Rossmoor Leisure World, Laguna Hills, California.

2. Wherever the words "Members of Cooperatives" are used in said agreement, including the exhibits attached thereto, they shall also mean the members of the management bodies of condominium housing projects at Rossmoor Leisure World, Laguna Hills, California.

3. In the event the development of a cooperative housing project or a condominium housing project is not financed with a mortgage loan insured by the FHA, then the amount to be transferred by the cooperative in trust to Golden Rain shall be determined by Golden Rain.

Executed at Laguna Hills, California.

October 4, 1968.

GOLDEN RAIN FOUNDATION
OF LAGUNA HILLS

By R. L. Price
Trustee

FIRST LAGUNA HILLS MUTUAL

By Wm. H. Price
Trustors

LAGUNA HILLS MUTUAL NO. NINE

By George H. Price
Trustor

LAGUNA HILLS MUTUAL NO. ELEVEN

By Wm. H. Price
Trustor

LAGUNA HILLS MUTUAL NO. TWELVE

By Wm. H. Price
Trustor

LAGUNA HILLS MUTUAL NO. THIRTEEN

By Wm. H. Price
Trustor

LAGUNA HILLS MUTUAL NO. FOURTEEN

By Wm. H. Price
Trustor

LAGUNA HILLS MUTUAL NO. FIFTEEN

By Wm. H. Price
Trustor

LAGUNA HILLS MUTUAL NO. SIXTEEN

By Wm. H. Price
Trustor

LAGUNA HILLS MUTUAL NO. SEVENTEEN

By R. L. Price
Trustor

LAGUNA HILLS MUTUAL NO. EIGHTEEN

By Martha R. Price
Trustor

LAGUNA HILLS MUTUAL NO. NINETEEN

By R. L. Price
Trustor

LAGUNA HILLS MUTUAL NO. TWENTY

By R. L. Price
Trustor

LAGUNA HILLS MUTUAL NO. TWENTY-ONE

By R. L. Price
Trustor

APPROVED:

UNITED CALIFORNIA BANK

By [Signature]
Assistant Vice President

GOVERNMENT NATIONAL
MORTGAGE ASSOCIATION

By [Signature]
Assistant Vice President

THE BOMERY SAVINGS BANK

By [Signature]
Assistant Vice President

BELMONT SAVINGS AND LOAN
ASSOCIATION

By [Signature]

METROPOLITAN LIFE INSURANCE
COMPANY

By [Signature]
H. M. CRANE, ASSISTANT GENERAL COUNSEL

FEDERAL HOUSING
ADMINISTRATION

By [Signature]
E. M. O'TOOLE (Authorized Agent)

STATE OF CALIFORNIA
COUNTY OF ORANGE

} SS.

On September 30, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared R. L. Price, known to me to be the President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of GOLDEN RAIN FOUNDATION OF LAGUNA HILLS, and acknowledged to me that GOLDEN RAIN FOUNDATION OF LAGUNA HILLS executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature [Signature]
Marjorie F. Brandon



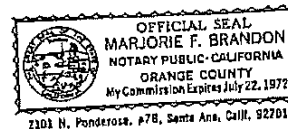
STATE OF CALIFORNIA
COUNTY OF ORANGE

} SS.

On September 30, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared W. M. Harrell, known to me to be the Vice President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of FIRST LAGUNA HILLS MUTUAL, and acknowledged to me that FIRST LAGUNA HILLS MUTUAL executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature [Signature]
Marjorie F. Brandon



STATE OF CALIFORNIA
COUNTY OF ORANGE

} SS.

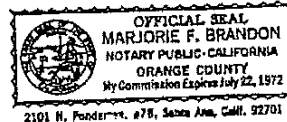
On September 30, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared George Throssell, known to me to be the President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of LAGUNA HILLS MUTUAL NO. NINE, and acknowledged to me that LAGUNA HILLS MUTUAL NO. NINE executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Marjorie F. Brandon

Marjorie F. Brandon



STATE OF CALIFORNIA
COUNTY OF ORANGE

} SS.

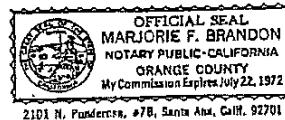
On September 30, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared W. Marshall Dale, known to me to be the President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of LAGUNA HILLS MUTUAL NO. ELEVEN, and acknowledged to me that LAGUNA HILLS MUTUAL NO. ELEVEN executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Marjorie F. Brandon

Marjorie F. Brandon



STATE OF CALIFORNIA
COUNTY OF ORANGE

} SS.

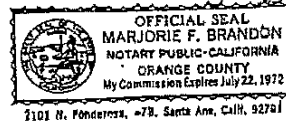
On September 30, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared R.N. Smoot, known to me to be the President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of LAGUNA HILLS MUTUAL NO. TWELVE, and acknowledged to me that LAGUNA HILLS MUTUAL NO. TWELVE executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Marjorie F. Brandon

Marjorie F. Brandon



STATE OF CALIFORNIA
COUNTY OF ORANGE

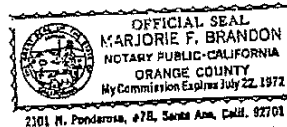
} SS.

On September 30, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared Everett Smith, known to me to be the President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of LAGUNA HILLS MUTUAL NO. THIRTEEN, and acknowledged to me that LAGUNA HILLS MUTUAL NO. THIRTEEN executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Marjorie F. Brandon
Marjorie F. Brandon



STATE OF CALIFORNIA
COUNTY OF ORANGE

} SS.

On September 30, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared John E. Meeks, known to me to be the President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of LAGUNA HILLS MUTUAL NO. FOURTEEN, and acknowledged to me that LAGUNA HILLS MUTUAL NO. FOURTEEN executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Marjorie F. Brandon
Marjorie F. Brandon



STATE OF CALIFORNIA
COUNTY OF ORANGE

} SS.

On October 4, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared A. Herman Lynch, known to me to be the President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of LAGUNA HILLS MUTUAL NO. FIFTEEN, and acknowledged to me that LAGUNA HILLS MUTUAL NO. FIFTEEN executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Marjorie F. Brandon
Marjorie F. Brandon



STATE OF CALIFORNIA
COUNTY OF ORANGE

} SS.

On September 30, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared Arthur G. Kruse, known to me to be the President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of LAGUNA HILLS MUTUAL NO. SIXTEEN, and acknowledged to me that LAGUNA HILLS MUTUAL NO. SIXTEEN executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Marjorie F. Brandon

Marjorie F. Brandon



STATE OF CALIFORNIA
COUNTY OF ORANGE

} SS.

On September 30, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared R. L. Price, known to me to be the President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of LAGUNA HILLS MUTUAL NO. SEVENTEEN, and acknowledged to me that LAGUNA HILLS MUTUAL NO. SEVENTEEN executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Marjorie F. Brandon

Marjorie F. Brandon



STATE OF CALIFORNIA
COUNTY OF ORANGE

} SS.

On October 4, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared Martha Ann Berdrow, known to me to be the President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of LAGUNA HILLS MUTUAL NO. EIGHTEEN, and acknowledged to me that LAGUNA HILLS MUTUAL NO. EIGHTEEN executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Marjorie F. Brandon

Marjorie F. Brandon



STATE OF CALIFORNIA
COUNTY OF ORANGE

} SS.

BOOK 884.1 PAGE 221

On September 30, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared R. L. Price, known to me to be the President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of LAGUNA HILLS MUTUAL NO. NINETEEN, and acknowledged to me that LAGUNA HILLS MUTUAL NO. NINETEEN executed the within instrument pursuant to its by-laws or a resolution of its board of directors..

WITNESS my hand and official seal.

Signature

Marjorie F. Brandon

Marjorie F. Brandon



STATE OF CALIFORNIA
COUNTY OF ORANGE

} SS.

On September 30, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared R. L. Price, known to me to be the President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of LAGUNA HILLS MUTUAL NO. TWENTY, and acknowledged to me that LAGUNA HILLS MUTUAL NO. TWENTY executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Marjorie F. Brandon

Marjorie F. Brandon



STATE OF CALIFORNIA
COUNTY OF ORANGE

} SS.

On September 30, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared R. L. Price, known to me to be the President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of LAGUNA HILLS MUTUAL NO. TWENTY-ONE, and acknowledged to me that LAGUNA HILLS MUTUAL NO. TWENTY-ONE executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Marjorie F. Brandon

Marjorie F. Brandon



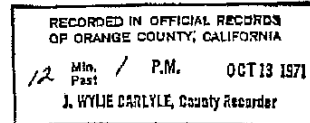
~~ORIGINAL~~

12310

EX- 9845 PAGE 89

Recorded at request of and
When recorded mail to:

William F. Price
500 Newport Center Drive
Newport Beach, California 92660



\$ 12.00

AMENDMENT TO TRUST AGREEMENT

Parties

The parties to this agreement are: Golden Rain Foundation of Laguna Hills, a California nonprofit corporation, First Laguna Hills Mutual, a California nonprofit corporation, Second Laguna Hills Mutual, a California nonprofit corporation, Third Laguna Hills Mutual, a California nonprofit corporation, Laguna Hills Mutual No. Twenty-Six, a California nonprofit corporation, Laguna Hills Mutual No. Thirty, a California nonprofit corporation, Laguna Hills Mutual No. Thirty-One, a California nonprofit corporation, Laguna Hills Mutual No. Thirty-Two, a California nonprofit corporation and Laguna Hills Mutual No. Thirty-Three, a California nonprofit corporation.

Recitals

1. Golden Rain Foundation of Laguna Hills is Trustee and the other parties hereto are Trustors under that certain Trust Agreement dated March 2, 1964 and recorded as Document No. 6217 on March 6, 1964 in Book 6953, Page 519 of Official Records in the Office of the County Recorder of the County of Orange, State of California, hereinafter referred to as the Trust Agreement.

2. Exhibit B attached to said Trust Agreement was amended by agreement dated March 30, 1964 and recorded as Instrument No. 4746 on April 6, 1964 in Book 6992, Page 599 of Official Records in the Office of the County Recorder of the County of Orange, State of California.
3. Exhibit C attached to said Trust Agreement was amended by agreement dated February 1, 1966 and recorded as Instrument No. 8001 on February 11, 1966 in Book 7838, Page 70 of Official Records in the Office of the County Recorder of the County of Orange, State of California.
4. Said Trust Agreement was further amended by agreement dated October 4, 1968 and recorded as Instrument No. 4899 on January 9, 1969 in Book 8841, Page 215 of Official Records in the Office of the County Recorder of the County of Orange, State of California.
5. It is the desire of the parties hereto that said Trust Agreement, as amended, be amended further as set forth herein.

Terms

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

1. Paragraph J of Section VII of said Trust Agreement is hereby amended to read as follows:
 - J. TRUSTEE is expressly prohibited from exercising any power vested in it under this Trust for the primary benefit of TRUSTEE or for the benefit of any person other than the beneficiaries of this Trust and their members, provided that subject to prior written consent of the beneficiaries exercising two-thirds of the voting power of TRUSTEE,

as provided in the by-laws of TRUSTEE, TRUSTEE may provide medical services to or permit the use of any medical facilities by persons other than the beneficiaries of this Trust or their members under such terms and conditions as may be determined by TRUSTEE.

2. Section IX of said Trust Agreement is hereby amended by adding the following paragraphs E, F, and G:
 - E. Wherever the word "Cooperatives" is used in this agreement or in any exhibit attached hereto, including any amendments of this agreement or exhibits attached hereto, it shall also mean management bodies of condominium housing projects at Rossmoor Leisure World of Laguna Hills, California.
 - F. Wherever the words "Members of Cooperatives" are used in this agreement or in any exhibit attached hereto, including any amendments of this agreement or exhibits attached hereto, they shall also mean the members of the management bodies of condominium housing projects at Rossmoor Leisure World of Laguna Hills, California.
 - G. In the event the development of a cooperative housing project or a condominium housing project is not financed with a mortgage loan insured by the FHA, then the amount to be transferred by the cooperative in trust to Golden Rain shall be determined by Golden Rain.
3. Paragraph 8 of Exhibit B attached to said Trust Agreement, as amended, is hereby amended to read as follows:
 8. The extent of the services to be provided by GOLDEN

RAIN, the rules and regulations with respect to the use of the Improvements, the persons entitled to receive said services or to use said Improvements and the charges therefor shall be determined and established by the Board of Directors of GOLDEN RAIN in its sole discretion, provided that the furnishing of any medical services to or the use of any facilities by persons other than the Cooperatives or members of the Cooperatives shall be subject to prior written consent of the Cooperatives exercising two-thirds of the voting power of Golden Rain, as provided in the by-laws of Golden Rain.

4. The amendment to the Trust Agreement dated October 4, 1968 and recorded as Instrument No. 4899 on January 9, 1969 in Book 8841, Page 215 of Official Records in the Office of the County Recorder of the County of Orange, State of California, is hereby superseded and cancelled.
5. This agreement shall be effective upon execution of written consent by United California Bank, The Bowery Savings Bank, Metropolitan Life Insurance Company, Government National Mortgage Association and Great Western Savings and Loan Association of Southern California, as Mortgagees of the real property of certain parties to this agreement, and the Federal Housing Administration.

Dated: SEP 29 1971

GOLDEN RAIN FOUNDATION OF LAGUNA HILLS

By R. L. Price, President
R. L. Price, President

FIRST LAGUNA HILLS MUTUAL

By W. M. Harrell
W. M. Harrell, President

SECOND LAGUNA HILLS MUTUAL

By J. A. Sickenger
J. A. Sickenger, President

THIRD LAGUNA HILLS MUTUAL

By Wallace T. Filson
Wallace T. Filson, President

LAGUNA HILLS MUTUAL NO. TWENTY-SIX

By Rolland R. John
Rolland R. John, President

LAGUNA HILLS MUTUAL NO. THIRTY

By C. L. Featherstone
C. L. Featherstone, President

LAGUNA HILLS MUTUAL NO. THIRTY-ONE

By James T. Loomer
James T. Loomer, President

LAGUNA HILLS MUTUAL NO. THIRTY-TWO

By W. E. Rideout
W. E. Rideout, President

LAGUNA HILLS MUTUAL NO. THIRTY-THREE

By W. T. Carlisle
W. T. Carlisle, President

The undersigned hereby consent to the foregoing agreement:

UNITED CALIFORNIA BANK

By *Clarence E. Dunlap*
Clarence E. Dunlap, Vice President

THE BOWERY SAVINGS BANK

By *William A. Leed*
William A. Leed, Vice President

METROPOLITAN LIFE INSURANCE COMPANY

By *E. A. Sloudt*
VICE-PRESIDENT REAL ESTATE FINANCING
E. A. Sloudt

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

By *Atty. General*
ATTORNEY-IN-FACT

GREAT WESTERN SAVINGS AND LOAN
ASSOCIATION OF SOUTHERN CALIFORNIA

By *E. A. Crane*
E. A. Crane
Vice President

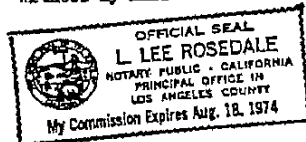
FEDERAL HOUSING ADMINISTRATION

By *George Romney*

STATE OF CALIFORNIA :
COUNTY OF LOS ANGELES :

On this 29th day of September, 1971, before me L. Lee Rosedale, a Notary Public in and for said County, personally appeared RAYMOND CARRASCO known to me to be the duly appointed AREA DIRECTOR HUD AREA OFFICE - Los Angeles, California, and the person whose name is subscribed to the within instrument, and acknowledged that he executed the same by virtue of the authority vested in him by 35 F.R. 16106 on behalf of GEORGE ROMNEY, Secretary of Housing and Urban Development.

Witness my hand and official seal.



L. Lee Rosedale
Notary Public in and for Said County
and State.

ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On February 19, 1971 before me, the undersigned, a Notary Public in and for said County and State personally appeared R. L. Price known to me to be the President of Golden Rain Foundation of Laguna Hills, the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named; and acknowledged to me that such corporation executed the within Instrument to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

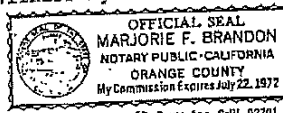


Marjorie F. Brandon
Notary Public

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On February 18, 1971 before me, the undersigned, a Notary Public in and for said County and State personally appeared W.M. Harrell known to me to be the President of First Laguna Hills Mutual, the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

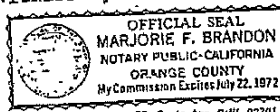


Marjorie F. Brandon
Notary Public

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On February 18, 1971 before me, the undersigned, a Notary Public in and for said County and State, personally appeared J.A. Sickenberger known to me to be the President of Second Laguna Hills Mutual, the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Marjorie F. Brandon
Notary Public

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On February 17, 1971 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wallace T. Filson known to me to be the President of Third Laguna Hills Mutual, the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Marjorie F. Brandon
Notary Public

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On February 19, 1971 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rolland R. John known to me to be the President of Laguna Hills Mutual No. Twenty-Six, the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

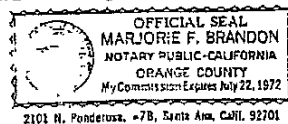


Marjorie F. Brandon
Notary Public

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On February 19, 1971 before me, the undersigned, a Notary Public in and for said County and State, personally appeared C.L. Featherstone known to me to be the President of Laguna Hills Mutual No. Thirty, the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Marjorie F. Brandon
Notary Public

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On February 17, 1971 before me, the undersigned, a Notary Public in and for said County and State, personally appeared James T. Loom known to me to be the President of Laguna Hills Mutual No. Thirty-One, the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Marjorie F. Brandon
Notary Public

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On February 18, 1971 before me, the undersigned, a Notary Public in and for said County and State, personally appeared W. E. Rideout known to me to be the President of Laguna Hills Mutual No. Thirty-Two, the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

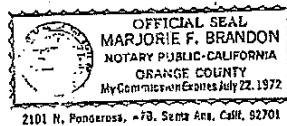


Marjorie F. Brandon
Notary Public

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On February 19, 1971 before me, the undersigned, a Notary Public in and for said County and State, personally appeared W.T. Carlisle known to me to be the President of Laguna Hills Mutual No. Thirty-Three, the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Marjorie F. Brandon
Notary Public

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On February 26, 1971 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Clarence E. Dunlap known to me to be the Vice President of United California Bank, the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or resolution of its board of directors.

WITNESS my hand and official seal.



[Signature]
Notary Public

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On MAR 17 1971 before me, the undersigned, a Notary Public in and for said County and State, personally appeared WM. A. LIND known to me to be the Vice President of The Bowery Savings Bank, the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or resolution of its board of directors.

WITNESS my hand and official seal.

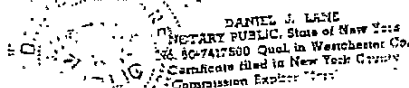
[Signature]
Notary Public

MEHKN F. MEYER
NOTARY PUBLIC, State of New York
No. 24203285
Qualified in Kings County
Certificate filed in New York County
Term Expires March 30, 1971

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On 20 THDAY OF MAR 1971 before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. A. Stoudt known to me to be the Vice President of Metropolitan Life Insurance Company, the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or resolution of its board of directors.

WITNESS my hand and official seal.



[Signature]
Notary Public

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On this 5th day of April, 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared Jack. [unclear], known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, and acknowledged that he subscribed the name of GOVERNMENT NATIONAL MORTGAGE ASSOCIATION thereto as principal, and his own name as Attorney-in-fact.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said State

Notary Public

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On April 30, 1971 before me, the undersigned a Notary Public in and for said County and State, personally appeared E. A. CRANE known to me to be the Vice President of Great Western Savings and Loan Association of Southern California, the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



[Signature]
Notary Public

976

Recording Requested By
Name: Beaumont Gitlin Tashjian
Address: 21650 Oxnard Street, Suite 1620
City, State, Zip Code Woodland Hills, CA 91367

Recorded In Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



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AMENDMENT TO TRUST AGREEMENT

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AMENDMENT TO TRUST AGREEMENT

In consideration of the recitals set forth herein, Golden Rain Foundation of Laguna Woods, a California non-profit mutual benefit corporation, United Laguna Woods Mutual, a California non-profit mutual benefit corporation, Third Laguna Hills Mutual, a California non-profit mutual benefit corporation, and Laguna Woods Mutual No. Fifty, a California non-profit mutual benefit corporation, agree to amend the Golden Rain Foundation Trust Agreement, dated March 2, 1964, and recorded in the Orange County Recorder's Office on March 6, 1964, as Document No. 6217 in Book 6953, Page 519, as amended (the "Trust Agreement").

RECITALS

A. Golden Rain Foundation of Laguna Woods is the Trustee of the Golden Rain Foundation of Laguna Hills Trust (the "Trust") created by the Trust Agreement.

B. United Laguna Woods Mutual, Third Laguna Hills Mutual, and Laguna Woods Mutual No. Fifty are the current trustors and beneficiaries of the Trust, and the only current Cooperatives as provided in the Trust Agreement.

C. Golden Rain Foundation of Laguna Woods, United Laguna Woods Mutual, Third Laguna Hills Mutual, and Laguna Woods Mutual No. Fifty desire to amend the Trust Agreement to clarify and limit the powers conferred upon Golden Rain Foundation of Laguna Woods, as Trustee of the Trust Agreement, in the Trust Agreement.

D. Pursuant to Section VI of the Trust Agreement, which allows the Trust Agreement to be amended by written instrument executed by the Trustee (Golden Rain Foundation of Laguna Woods), and by all the Cooperatives which remain beneficiaries of the Trust (United Laguna Woods Mutual, Third Laguna Hills Mutual, and Laguna Woods Mutual No. Fifty), the Trust Agreement is amended as set forth below.

AMENDMENTS

1. Paragraph A of Section VII of the Trust Agreement is amended as follows:
 - A. TRUSTEE shall have, in addition to all powers, rights and privileges provided by law for trustees, and all powers necessary to carry out the duties herein imposed on TRUSTEE, the further powers to grant, bargain, sell for cash or credit, convey, exchange, convert, lease for terms, either within or beyond the end of the trust, for any purpose; assign, partition, divide, subdivide, improve, inure, loan, re-loan, invest and reinvest the Trust Estate or any part thereof in such manner and on such terms and conditions as TRUSTEE deems advisable. In all such cases TRUSTEE shall have discretion, subject to the restrictions in Paragraph M below, respecting such transactions. With

respect to all such transactions TRUSTEE shall have no liability concerning them whatever, except for willful and wrongful misconduct.

2. Paragraph B of Section VII of the Trust Agreement is amended as follows:

B. TRUSTEE reserves and is expressly granted the right and power in its discretion, subject to the restrictions in Paragraph M below, to acquire land, interests in land, improvements, and personal property, and to sell, transfer or dedicate the same either outright to the beneficiaries, or for public use, or to religious organizations for church use, or otherwise as TRUSTEE reasonably deems for the general welfare of the Cooperatives and their members, with or without adequate consideration, or to itself, but only for a fair and adequate consideration.

3. Section VII of the Trust Agreement is amended by adding the following Paragraph M:

M. Notwithstanding any other language, above in this Section or elsewhere in this Trust Agreement, the TRUSTEE is required to present in writing to the Corporate Members, as defined in the GRF Bylaws, to: (i) inform on the nature of the proposed business or activity in which GRF desires to engage; and (ii) obtain approval of the Corporate Members prior to any business or activity involving:

(1) The creation of new Mutuals or Manors as part of or in addition to any of the existing Cooperatives, i.e., United Laguna Woods Mutual, Third Laguna Hills Mutual, and Laguna Woods Mutual No. Fifty;

(2) The sale, lease and/or conveyance (but excluding any license or easement) of Golden Rain Foundation or Golden Rain Foundation Trust real estate and/or Improvements, subject to any minimum dollar amount and/or minimum lease length as set forth in the Bylaws;

(3) The acquisition of real estate, subject to any minimum dollar amount and/or minimum size set forth in the Bylaws;

(4) The construction of additional facilities (for purposes of this subparagraph "M", "facilities" shall mean

a single structure or addition to an existing structure of a minimum cost or minimum size as stated in the Bylaws in total floor space and intended for office, residential, recreational or commercial use or any combination thereof);

(5) The demolition and/or rebuilding of existing facilities, as defined above (for purposes of this subparagraph "M", "rebuilding" shall mean reconstruction after the complete demolition of such a facility) except as authorized by the Bylaws; and/or

(6) The borrowing of any money except as authorized in the Bylaws and any hypothecation and/or mortgaging of any Golden Rain Foundation or Golden Rain Foundation Trust real estate and/or Improvements.

EFFECTIVE DATE

This Amendment to the Trust Agreement shall be effective immediately upon execution of this instrument by all signatories.

**GOLDEN RAIN FOUNDATION OF
LAGUNA WOODS**

By: [Signature]

Date: 3/30/2017

UNITED LAGUNA WOODS MUTUAL

By: [Signature]

Date: 3/30/17

THIRD LAGUNA HILLS MUTUAL

By: [Signature]

Date: 3/30/2017

**LAGUNA WOODS MUTUAL NO.
FIFTY**

By: [Signature]

Date: 3/30/17

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AMENDMENT TO TRUST AGREEMENT

EXTENSION OF TRUST

In consideration of the recitals set forth herein, Golden Rain Foundation of Laguna Woods, a California non-profit mutual benefit corporation, United Laguna Woods Mutual, a California non-profit mutual benefit corporation, Third Laguna Hills Mutual, a California non-profit mutual benefit corporation, and Laguna Woods Mutual No. Fifty, a California non-profit mutual benefit corporation, agree to amend the Golden Rain Foundation Trust Agreement, dated March 2, 1964, and recorded in the Orange County Recorder's Office on March 6, 1964, as Document No. 6217 in Book 6953, Page 519, as amended (the "Trust Agreement").

RECITALS

A. Golden Rain Foundation of Laguna Woods is the Trustee of the Golden Rain Foundation of Laguna Hills Trust (the "Trust") created by the Trust Agreement.

B. United Laguna Woods Mutual, Third Laguna Hills Mutual, and Laguna Woods Mutual No. Fifty are the trustors and beneficiaries of the Trust, and the only current Cooperatives, as that term is defined by and provided in the Trust Agreement.

C. Section VI of the Trust Agreement provides that the Trust, if not earlier terminated, shall in all events terminate sixty (60) years from the date of the Agreement or twenty-one (21) years after the date of death of the last to die of: Mark L. Conroy, Jr., Westminster, California; Kevin Ross Letsan, Villa Park, California; Allan Oakley Hunter, Jr., Fresno, California; Matthew Van Zandt Mayer, Orange, California; Jeffrey P. Tuck, Pasadena, California; and Pamela Jane Swart, Arlington Heights, Illinois.

D. Golden Rain Foundation of Laguna Woods, United Laguna Woods Mutual, Third Laguna Hills Mutual, and Laguna Woods Mutual No. Fifty desire to amend the Trust Agreement to extend the termination date of the Trust.

E. Pursuant to Section VI of the Trust Agreement, which allows the Trust Agreement to be amended by written instrument executed by the Trustee (Golden Rain Foundation of Laguna Woods), and by all the Cooperatives which remain beneficiaries of the Trust (United Laguna Woods Mutual, Third Laguna Hills Mutual, and Laguna Woods Mutual No. Fifty), by and through their Boards of Directors, the Trust Agreement shall be amended as set forth below.

F. The Trust Agreement has been and is, since the inception of the Davis-Stirling Common Interest Development Act ("Act"), subject to the Act, which governs amendments extending the terms of declarations, such as the Trust Agreement, under which pursuant to Sections of the Act the term of the Trust Agreement cannot be extended more than twenty (20) years from the date upon which it would terminate under its present wording.

G. Extending the term of the Trust Agreement for twenty (20) years from the March 2, 2024 current termination date would not violate the rule against perpetuities as presently in effect in California because it would not extend the termination date of the Trust Agreement more than ninety (90) years from the date of its creation.

H. In all other respects, the Trust Agreement and the Trust will be ratified, affirmed and approved. This Amendment to Trust Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I. Each signatory to this Amendment to Trust Agreement represents and warrants to the others that he or she has full authority and is duly and fully authorized to execute this Amendment to Trust Agreement.

AMENDMENT

Section VI of the Trust Agreement is deleted in its entirety and replaced with the following:

“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. The Trust may at any time be terminated by the written election, delivered to TRUSTEE, of all the Cooperatives which have at such time become, and then remain, beneficiaries of the Trust. If any Beneficiary shall have assigned its beneficial interest hereunder, consent of the assignee shall also be required for any such alteration, modification, amendment or termination.

The Trust shall in all events terminate, if it has not earlier been terminated or further extended, by amendment, consistent with the Act and the rule against perpetuities, twenty (20) years from March 2, 2024.

Promptly following termination of this Trust, the TRUSTEE shall render an accounting to each of the Beneficiaries and shall distribute all of the Trust Estate, subject to any debts of or charges against the Trust Estate (including but not limited to obligations, if any, of the Trust Estate to the TRUSTEE), to the Beneficiaries, in the form of undivided interests proportional to their respective Trusteed Sums.”

EFFECTIVE DATE

This Amendment to Trust Agreement shall become effective when executed by all signatories and when recorded in the Official Records of Orange County, California.

**GOLDEN RAIN FOUNDATION
OF LAGUNA WOODS**

By: _____

Its: _____

Date: _____

UNITED LAGUNA WOODS MUTUAL

By: _____

Its: _____

Date: _____

THIRD LAGUNA HILLS MUTUAL

By: _____

Its: _____

Date: _____

**LAGUNA WOODS MUTUAL NO.
FIFTY**

By: _____

Its: _____

Date: _____

STATE OF CALIFORNIA)
)ss
COUNTY OF ORANGE)

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
)ss
COUNTY OF ORANGE)

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
)ss
COUNTY OF ORANGE)

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Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
)ss
COUNTY OF ORANGE)

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Notary Public in and for
Said County and State

CERTIFICATION OF AMENDMENT

I, the undersigned, the duly elected and acting Secretary of Golden Rain Foundation, a California corporation ("Trustee"), do hereby affirm, acknowledge and certify that the AMENDMENT TO TRUST AGREEMENT was duly adopted pursuant to the terms of the Trust Agreement on _____, 20__.

This Certificate is under penalty of perjury on _____, 20__, in _____, California.

GOLDEN RAIN FOUNDATION,
a California corporation

By: _____
Secretary

AMENDMENT TO TRUST AGREEMENT

EXTENSION OF TRUST

In consideration of the recitals set forth herein, Golden Rain Foundation of Laguna Woods, a California non-profit mutual benefit corporation, United Laguna Woods Mutual, a California non-profit mutual benefit corporation, Third Laguna Hills Mutual, a California non-profit mutual benefit corporation, and Laguna Woods Mutual No. Fifty, a California non-profit mutual benefit corporation, agree to amend the Golden Rain Foundation Trust Agreement, dated March 2, 1964, and recorded in the Orange County Recorder's Office on March 6, 1964, as Document No. 6217 in Book 6953, Page 519, as amended (the "Trust Agreement").

RECITALS

A. Golden Rain Foundation of Laguna Woods is the Trustee of the Golden Rain Foundation of Laguna Hills Trust (the "Trust") created by the Trust Agreement.

B. United Laguna Woods Mutual, Third Laguna Hills Mutual, and Laguna Woods Mutual No. Fifty are the trustors and beneficiaries of the Trust, and the only current Cooperatives, as that term is defined by and provided in the Trust Agreement.

C. Section VI of the Trust Agreement provides that the Trust, if not earlier terminated, shall in all events terminate sixty (60) years from the date of the Agreement or twenty-one (21) years after the date of death of the last to die of: Mark L. Conroy, Jr., Westminster, California; Kevin Ross Letsan, Villa Park, California; Allan Oakley Hunter, Jr., Fresno, California; Matthew Van Zandt Mayer, Orange, California; Jeffrey P. Tuck, Pasadena, California; and Pamela Jane Swart, Arlington Heights, Illinois.

D. Golden Rain Foundation of Laguna Woods, United Laguna Woods Mutual, Third Laguna Hills Mutual, and Laguna Woods Mutual No. Fifty desire to amend the Trust Agreement to extend the termination date of the Trust.

E. Pursuant to Section VI of the Trust Agreement, which allows the Trust Agreement to be amended by written instrument executed by the Trustee (Golden Rain Foundation of Laguna Woods), and by all the Cooperatives which remain beneficiaries of the Trust (United Laguna Woods Mutual, Third Laguna Hills Mutual, and Laguna Woods Mutual No. Fifty), by and through their Boards of Directors, the Trust Agreement ~~is~~ shall be amended as set forth below.

F. The Trust Agreement has been and is, since the inception of the Davis-Stirling Common Interest Development Act ("Act"), is subject to the ~~Davis-Stirling Common Interest Development Act ("Act") (formerly Civil Code §§ 1350, et seq., reorganized and recodified at §§ 4000, et seq., by Assembly Bill 805, eff. Jan. 1, 2014), particularly Civil Code § 4265 (formerly Civil Code § 1357),~~ which governs amendments extending the terms of declarations, such as the Trust Agreement, under which pursuant to Sections of the Act the term of the Trust

Agreement cannot be extended more than twenty (20) years from the date upon which it would terminate under its present wording.

G. Extending the term of the Trust Agreement for twenty (20) years from the March 2, 2024 current termination date would not violate the rule against perpetuities as presently in effect in California because it would not extend the termination date of the Trust Agreement more than ninety (90) years from the date of its creation.

H. In all other respects, the Trust Agreement and the Trust ~~are hereby~~will be ratified, affirmed and approved. This Amendment to Trust Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I. Each signatory to this Amendment to Trust Agreement represents and warrants to the others that he or she has full authority and is duly and fully authorized to execute this Amendment to Trust Agreement.

AMENDMENT

Section VI of the Trust Agreement is deleted in its entirety and replaced with the following:

“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 ~~B~~beneficiaries of the Trust. The Trust may at any time be terminated by the written election, delivered to TRUSTEE, of all the Cooperatives which have at such time become, and then remain, beneficiaries of the Trust. If any ~~B~~beneficiary shall have assigned its beneficial interest hereunder, consent of the assignee shall also be required for any such alteration, modification, amendment or termination.

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The Trust shall in all events terminate, if it has not earlier been terminated or further extended, by amendment, consistent with the Act and the rule against perpetuities, twenty (20) years from March 2, 2024.

Promptly following termination of this Trust, the TRUSTEE shall render an accounting to each of the Beneficiaries and shall distribute all of the Trust Estate, subject to any debts of or charges against the Trust Estate (including but not limited to obligations, if any, of the Trust Estate to the TRUSTEE), to the ~~B~~beneficiaries, in the form of undivided interests proportional to their respective Trusteed Sums.”

EFFECTIVE DATE

This Amendment to Trust Agreement shall become effective when executed by all signatories and when recorded in the Official Records of Orange County, California.

**GOLDEN RAIN FOUNDATION
OF LAGUNA WOODS**

By: _____

Its: _____

Date: _____

UNITED LAGUNA WOODS MUTUAL

By: _____

Its: _____

Date: _____

THIRD LAGUNA HILLS MUTUAL

By: _____

Its: _____

Date: _____

**LAGUNA WOODS MUTUAL NO.
FIFTY**

By: _____

Its: _____

Date: _____

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)
)ss
COUNTY OF ORANGE)

On _____, 201____, before me, _____, **NOTARY PUBLIC**, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose names 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.

Notary Public in and for
Said County and State

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)
)ss
COUNTY OF ORANGE)

On _____, 201____, before me, _____, **NOTARY PUBLIC**, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose names 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.

Notary Public in and for
Said County and State

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STATE OF CALIFORNIA)
)ss
COUNTY OF ORANGE)

On _____, 201____, before me, _____, **NOTARY PUBLIC**, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose names 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.

Notary Public in and for
Said County and State

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)
)ss
COUNTY OF ORANGE)

On _____, 201____, before me, _____, **NOTARY PUBLIC**, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose names 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.

Notary Public in and for
Said County and State

CERTIFICATION OF AMENDMENT

I, the undersigned, the duly elected and acting Secretary of Golden Rain Foundation, a California corporation ("Trustee"), do hereby affirm, acknowledge and certify that the AMENDMENT TO TRUST AGREEMENT was duly adopted pursuant to the terms of the Trust Agreement on _____, 20__.

This Certificate is under penalty of perjury on _____, 20__, in _____, California.

GOLDEN RAIN FOUNDATION,
a California corporation

By: _____
Secretary



STAFF REPORT

DATE: July 10, 2018
FOR: Board of Directors
SUBJECT: Revision of Alteration Standard 11: Doors; Exterior

RECOMMENDATION

Approve a Resolution to introduce revisions to Alteration Standard 11: Doors; Exterior.

BACKGROUND

On June 21, 2018, the Architectural Controls and Standards Committee (ACSC) reviewed this Standard. The Committee voted to recommend the item for approval by the Board.

The 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 11: Doors; Exterior was last revised in December 2010, via Resolution 01-10-269.

DISCUSSION

Due to the continued popularity of replacement of exterior doors and the impact they have upon the aesthetics of the Village, the ACSC has reviewed the existing standard pertaining to exterior door replacements. The following sections are proposed to be revised as follows:

§2.3 Security/Screen door additions are acceptable.

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

New §3.1 All doors shall be of wood, fiberglass, or vinyl clad materials. Doors shall be the body or trim color of the building, or be white. Doors may have natural or stained wood finish.

§3.4 Address letters shall be placed in plain view, minimum 4 inches in height with a ½ inch stroke; in a contrasting color to the door or the building to the side of or above the door.

§3.5 Existing double entry doors may be changed to a single entry door, sidelights are permitted. If the header height is changed, Staff approval is required. If header change is significant, a variance will be required.

§3.6 Existing header height must remain unchanged.

§3.7 Door frames may not be replaced. Exterior doors shall only be allowed in existing openings. For existing openings wider than 36", doors with accompanying sidelights may be used.

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 11: Doors; Exterior

Attachment 2: Revised Alteration Standard 11: Doors; Exterior

Attachment 3: Redline of Proposed Updates to Alteration Standard 11: Doors; Exterior

Attachment 1

RESOLUTION 01-18-XX

Revise Alteration Standard 11: Doors; Exterior

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 11: Doors; Exterior.

NOW THEREFORE BE IT RESOLVED, June 12, 2018, that the Board of Directors of this Corporation hereby introduces revisions to Alteration Standard 11: Doors; Exterior, attached as part of the Official Minutes;

RESOLVED FURTHER, that Resolution 01-10-269, adopted December 14, 2010 is hereby superseded and cancelled; and

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

July 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: July 10, 2018
FOR: Board of Directors
SUBJECT: Revision of Alteration Standard 13: Lifts and Lift Policy

RECOMMENDATION

Approve a Resolution to introduce revisions to Alteration Standard 13: Lifts.

BACKGROUND

On June 21, 2018, the Architectural Controls and Standards Committee (ACSC) reviewed this Standard. The Committee voted to recommend the item for approval by the Board.

The ACSC directed 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 13: Lifts was last revised in September 2001, via Resolution U-01-96.

DISCUSSION

Currently, in a footnote, this Standard refers to Resolution U-01-96 (Attachment 4), which waives the normal bidding process and accepts a single-source manufacturer. The Resolution applies to five distinct buildings; Staff recommends adding verbiage to the proposed Standard 13: Lifts and Policy to have the Policy apply to the entire Mutual, and retain the single-source manufacturer.

The current policy requires the requesting member to pay for all costs associated with the installation of the lift mechanism and Resolutions U-00-77 and U-01-22 (Attachment 5) establish the verification process for establishing authenticity of the disability as well as taking into account neighbor awareness concepts. The Davis-Stirling Common Interest Development Act permits the Board to grant the use of common area to accommodate disabilities: Civil Code §4600 (b) (3) "Any grant of exclusive use that is for any of the following reasons: (F) To accommodate a disability."

In an effort to streamline and simplify the process, Staff proposes to incorporate the content of all the lift-related resolutions into a single policy; permitting staff to waive the variance process and ensure an efficient and timely processing of applications for, and installation of, mechanical lifts for disabled members.

The current cost for a Member to apply for a lift includes a non-refundable deposit of \$5,000 which is applied to plan preparation, structural review and regulatory approval. Policy requires

payment of the full construction amount prior to the start of work. Currently, the total cost including the deposit is approximately \$65,000. Once complete, the lift becomes the property of, and is maintained by, the Mutual.

As of the writing of this report, there are two current applicants that have paid the deposit. There are 29 lifts in the Mutual; nine of which were installed in the previous 10 years.

Due to the recent requests for installations and the impact they have upon the infrastructure of the Village, the ACSC has reviewed the existing standard pertaining to lift installations. The following sections are proposed to be revised as follows:

§1 All installation costs to be paid by the participating Member(s) shall be paid in advance, in a single lump sum to the Mutual.

Due to the Manufacturer no longer constructing the approved model, staff recommends replacing the model listed in §8 as follows:

§8 The lift manufacturer and model approved by United Laguna Woods Mutual is Savaria V-1504 Concord "P.A.L.-ENS-120" or equal.

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 13: Lifts & Lift Policy
Attachment 2: Revised Alteration Standard 13: Lifts
Attachment 3: Redline of Proposed Updates to Alteration Standard 13: Lifts
Attachment 4: Resolution U-01-96
Attachment 5: Resolution U-00-77 and U-01-22

Attachment 1

RESOLUTION 01-18-XX

Revise Alteration Standard 13: Lifts

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

WHEREAS, the Architectural Controls and Standards Committee recognize the need to revise Alteration Standard 13: Lifts and Lift Policy;

WHEREAS, Resolution U-01-96 established the precedent of using a single source for acquisition and installation of lifts on behalf Members;

WHEREAS, Resolutions U-00-77 and U-01-22 established policies for verifying the authenticity of the disability of the requestor and the notification of adjacent neighbors;

NOW THEREFORE BE IT RESOLVED, July 10, 2018, that the Board of Directors of this Corporation hereby introduces the following revisions to the Alteration Standard 13: Lifts and Lift Policy, attached as part of the official minutes of this meeting;

RESOLVED FURTHER, single source procurement shall be permitted in the acquisition and installation of mechanical lifts;

RESOLVED FURTHER, that Resolutions U-01-96, U-00-77 AND U-01-22, are 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.

July 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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Proposed Mechanical Lift Policy

- Members with a verifiable disability may request installation of a mechanical platform lift.
- The requesting Member shall pay all costs associated with the installation including but not limited to professional fees and construction costs.
- A nonrefundable deposit (except as set forth below) in the amount of \$5,000.00 is required to process this application, which includes plan preparation, regulatory approval. The amount of final payment will be determined at the time of construction contract bid acceptance. Final payment is due in the form of a lump sum, prior to construction contract execution. The unused portion of the deposit, if any, will be applied toward final payment.
- If requesting Member(s) decides not to proceed with installation of Lift Mechanism prior to execution of construction contract, the unused portion of the deposit will be refunded.
- If requesting Member(s) decides not to proceed with installation of Lift Mechanism after execution of construction contract, the unused portion of the deposit along with the unused portion of final payment will be refunded, after satisfying the terms and conditions of applicable contracts and restoring the building to its condition prior to Lift Mechanism construction.
- United Laguna Woods Mutual (ULHM) will direct its agent, to notify all affected residents of the building of the requested lift. If three or more residents of the building object to the installation of the lift, the matter will be brought before the Board.
- If the requesting Member(s) is installing the Lift Mechanism for any reason other than creating or improving access for a disabled individual, approval of all of the Members in the building is required.
- United Laguna Woods Mutual (ULHM) will direct its agent, on behalf of the requesting Member(s), to contract with licensed insured architectural and engineering consultants to modify Standard Plans to accommodate a variety of site-specific conditions, and indicate exactly where the Lift Mechanism will be installed on the Corporation's property.
- The requesting Member(s) shall acknowledge and agree that upon completion of construction and issuance of a Certificate of Occupancy by regulatory authority, the Corporation will assume ownership of the Lift Mechanism. The Corporation will then be responsible for all associated ongoing costs, including, maintenance, repair, annual operation certificate in, and insurance on the Lift Mechanism.
- The requesting Member(s) shall agree that once the lift is installed, Member(s) have no right to remove or restrict the use of the Lift Mechanism in any way.

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ATTACHMENT 2

STANDARD 13: LIFTS

MAY 2000, RESOLUTION U-00-43

REVISED OCTOBER 2000, RESOLUTION U-00-77

REVISED SEPTEMBER 2001, RESOLUTION U-01-96

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

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

REVISED JULY 2018, RESOLUTION 01-18-XX

Before a wheelchair lift can be installed onto Mutual property, the following requirements must be agreed to by the requesting Member(s) and his/her Mutual:

1. All installation costs to be paid by the participating Member(s) shall be paid in advance, in a single lump sum to the Mutual.
2. Upon completion of construction and issuance of a Certificate of Occupancy by the City of Laguna Woods, the Mutual will assume ownership of the improvement. The Mutual will be responsible for the cost for the ongoing maintenance, repair, annual operation certification, insurance, replacement reserves, and cost for power.
3. Member(s) further agree that once the lift is installed on Mutual property, Members shall have no right to remove or restrict the use of the lift in any way.
4. The Member(s) shall agree that said lift is open and available to any resident in the Mutual and/or their guests requiring use for handicap access. Lifts requiring a key for operation are prohibited.
5. Structural modifications and/or requirements will be performed by California licensed architect or civil/structural engineer and provided by the Mutual in the Standard Plans.

These plans must illustrate all modifications and/or additions to existing Mutual property and must include the following:

- a) Site plan
 - b) Floor plan
 - c) Roof plan
 - d) Electrical plan
 - e) Elevations
 - f) Section(s)
 - g) Details
6. Architectural site alterations to the Standard Plans may be required due to a variety of site-specific conditions. A site plan will indicate exactly where the lift will be installed on the Mutual's property. Costs for these sites specific alterations will be paid by the Member(s).
 7. On behalf of the Member, Staff will contract with a licensed and insured installer to perform the installation. Staff will also inspect the alteration/construction. In



addition, Staff will obtain all permits or licenses necessary for the installation and ongoing operation of the lift, prior to final inspection of the construction and the awarding of a Certificate of Occupancy and operating permit.

8. The lift manufacturer and model approved by United Laguna Woods Mutual is Savaria V-1504" or equal.



ATTACHMENT 3

STANDARD 13 LIFTS

MAY 2000, RESOLUTION U-00-43

REVISED OCTOBER 2000, RESOLUTION U-00-77

REVISED SEPTEMBER 2001, RESOLUTION U-01-96

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

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

REVISED JULY 2018, RESOLUTION 01-18-XX

Before a wheelchair lift can be installed onto Mutual property, the following requirements must be agreed to by the requesting ~~member~~Member(s) and his/her Mutual:

1. All installation costs to be paid by the participating ~~member~~Member(s) shall be paid in advance, in a single lump sum to the Mutual.
2. Upon completion of construction and issuance of a Certificate of Occupancy by the City of Laguna Woods, the Mutual will assume ownership of the improvement. The Mutual will be responsible for the cost for the ongoing maintenance, repair, annual operation certification, insurance, replacement reserves, and cost for power.
3. ~~Member~~Member(s) further agree that once the lift is installed on Mutual property, ~~member~~Member(s) shall have no right to remove or restrict the use of the lift in any way.
4. The ~~member~~Member(s) shall agree that said lift is open and available to any resident in the Mutual and/or their guests requiring use for handicap access. Lifts requiring a key for operation are prohibited.
5. Structural modifications and/or requirements will be performed by California licensed architect or civil/structural engineer and provided by the Mutual in the Standard Plans.

These plans must illustrate all modifications and/or additions to existing Mutual property and ~~will~~must include the following:

- a) Site plan
 - b) Floor plan
 - c) Roof plan
 - d) Electrical plan
 - e) Elevations
 - f) Section(s)
 - g) Details
6. Architectural site alterations to the Standard Plans may be required due to a variety of site-specific conditions. A site plan will indicate exactly where the lift will be



installed on the Mutual's property. Costs for these sites specific alterations will be paid by the ~~member~~Member(s).

7. ~~Staff will, o~~On behalf of the ~~member~~Member, ~~Staff will~~ contract with a licensed and insured installer to perform the installation. Staff will also inspect the alteration/construction. In addition, Staff will obtain all permits or licenses necessary for the installation and ongoing operation of the lift, prior to final inspection of the construction and the awarding of a Certificate of Occupancy and operating permit.
8. The lift manufacturer and model approved by United Laguna Hills Mutual is Savaria V-1504~~Concord "P.A.L. ENS 120"~~ or equal.

~~* Policy regarding lifts requested by non-disabled member~~Members ~~is stated in Resolution U-00-77~~

~~* Policy regarding the establishment of disability is stated in Resolution U-01-22.~~

~~* Policy regarding the waiving of the normal contractor bidding process is stated in Resolution U-01-96.~~

Resolution U-01-96

WHEREAS, on October 3, 2000, the board of directors of this corporation adopted Resolution U-00-77, adopting an alteration policy for the Lift Mechanisms to be used in the community; and

WHEREAS, while the members requesting the Lifts Mechanisms have already experienced significant delays; and

WHEREAS, the Lift Mechanism manufacturer outlined in the Attachment A of Resolution U-00-77 is out of the country and may be the longest in terms of supplying the final product; and

WHEREAS, in order to provide a more timely final product, staff is requesting the bid process be eliminated in the selection of a general contractor for the installation of the Lift Mechanisms in Buildings 95, 226, 723, 844, and 886;

NOW THEREFORE BE IT RESOLVED, that the board of directors of this corporation on behalf of the corporation hereby amends Resolution U-00-77 to add “or equal” to the specifications for the selection of the Lift Mechanisms designated in the resolution as Concord “P.A.L. – ENS 120”;

RESOLVED FURTHER, that the officers and agents of the corporation on behalf of the corporation hereby instructs staff to waive the normal process of bidding for the contractor for installing the Lift Mechanisms and accept a single source contractor who is familiar with the community, the Lifts, and the need for an efficient time schedule; 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

RESOLVED FURTHER, that Resolution U-00-77, adopted October 3, 2000, is hereby amended.

RESOLUTION U-00-77

WHEREAS, the Board of Directors of this Corporation adopted an alteration policy for Lift Mechanisms on May 9, 2000 in the form of Resolution U-00-43; and

WHEREAS, upon review of the policy by Counsel, an opinion was rendered relative to the adopted policy; and

WHEREAS, it is recommended that a Member requesting a Lift Mechanism be required to pay all costs associated with the installation, including but not limited to professional fees and construction; and

WHEREAS, it is recommended that Lift Mechanisms shall be the property of the Corporation, with the Corporation performing maintenance and funding of reserve contributions;

NOW THEREFORE BE IT RESOLVED, October 3, 2000 that the Board of Directors of this Corporation hereby authorizes the adoption of the alteration policy for Lift Mechanisms, as attached to the official minutes of this meeting as Attachment A and Exhibit A; and

RESOLVED FURTHER, that if the requesting member(s) for approval to install a lift do not make the request for reason connected to disability, approval of all of the members in the building is required; 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; and

RESOLVED FURTHER, that Resolution U-00-43, adopted May 9, 2000 is hereby rescinded.

RESOLUTION U-01-22

WHEREAS, Resolution U-00-77 dated October 3, 2000, authorized the adoption of the alteration policy for Lift Mechanisms; and

WHEREAS, this resolution and policy for Lift Mechanisms made provision that if the member(s) requesting approval to install the lift do not make the request for reason connected to disability, approval of all of the members in the building living upstairs and downstairs of the immediate vicinity of the lift is required;

NOW THEREFORE BE IT RESOLVED, that on April 10, 2001, the Board of Directors of this corporation hereby states its policy that for the purpose of establishing disability, at the Mutual's reasonable discretion, the Mutual may request that the member provide either a letter attesting to a disability from a medical doctor, or the certification authorizing eligibility to ride the "Lift" bus.



STAFF REPORT

DATE: July 10, 2018
FOR: Board of Directors
SUBJECT: Revision of Alteration Standard 14: Exhaust Fan / Vent Installations

RECOMMENDATION

Approve a resolution to introduce revisions to Standard 14: Exhaust Fan / Vent Installations.

BACKGROUND

On June 21, 2018, the Architectural Controls and Standards Committee (ACSC) reviewed this Standard. The Committee voted to recommend the item for approval by the Board.

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 14: Exhaust Fan / Vent Installations was last revised in November 2003, via Resolution 01-03-153.

DISCUSSION

Due to the continued popularity of kitchen remodeling and the various components involved in the remodel process, the ACSC has reviewed the existing standard pertaining to Exhaust Fan / Vent Installations. The following sections are proposed to be revised as follows:

§2.2 Units installed on sloping roofs and gable ends must be painted a color to match ~~harmoniously with~~ the building.

§2.3 All roofing work to accommodate fans shall conform to ~~all building codes~~ the International Building Code and standard drawings.

§4.1 Wind-driven turbine units and plastic units ~~will not be acceptable~~ are not permitted.

§4.2 Fan units may operate on a thermostat or manual switch. ~~C.F.M. capacity optional.~~

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

~~**2.5** Exhaust fan units must be installed per standard plan drawings.~~

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 14: Exhaust Fan / Vent Installations

Attachment 2: Revised Alteration Standard 14: Exhaust Fan / Vent Installations

Attachment 3: Redline of Proposed Updates to Alteration Standard 14: Exhaust Fan / Vent Installations

Attachment 1

RESOLUTION 01-18-XX

Revise Alteration Standard 14: Exhaust Fan / Vent Installations

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 14: Exhaust Fan / Vent Installations.

NOW THEREFORE BE IT RESOLVED, July 10, 2018, that the Board of Directors of this Corporation hereby introduces revisions to Alteration Standard 14: Exhaust Fan / Vent Installations, attached as part of the official minutes of this meeting;

RESOLVED FURTHER, that Resolution 01-03-153, adopted November 2003, 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.

July Initial Notification

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

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STANDARD 14: EXHAUST FAN / VENT INSTALLATIONS

MAY 1996, RESOLUTION U-96-62

REVISED NOVEMBER 2003, RESOLUTION 01-03-153

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

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

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

REVISED JULY 2018, RESOLUTION 01-18-XXX

1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

2.0 APPLICATIONS

- 2.1** Exhaust fans may be located on flat, sloped, or gabled ends of roofs, regardless of roofing material provided proper sealant methods are applied.
- 2.2** Units installed on sloping roofs and gable ends must be painted a color to match the building.
- 2.3** All roofing work to accommodate fans shall conform to the International Building Code and standard drawings.
- 2.4** All electrical work shall conform to the latest edition of the N.E.C.
- 2.5** Units may be installed in an attic space provided it is directly above the Member's unit only.

3.0 UNIT SIZES

- 3.1** No exhaust-fan unit on flat roofs shall project less than 6" or more than 12" above the roof surface.
- 3.2** No exhaust-fan unit or cover shall exceed 24" square.
- 3.3** No exhaust risers shall be within 12" of a ridge, vent stack or vertical member.

4.0 UNIT TYPES

- 4.1** Wind-driven turbine units and plastic units are not permitted.
- 4.2** Fan units may operate on a thermostat or manual switch.
- 4.3** Where desired, fans may be optional, although vents must be as outlined in all sections above. Fans may be installed behind an existing vent provided existing vent is not altered in any way.



~~UNITED LAGUNA WOODS MUTUAL~~

SECTION 14 EXHAUST FAN / VENT INSTALLATIONS

MAY 1996, RESOLUTION U-96-62

REVISED NOVEMBER 2003, RESOLUTION 01-03-153

GENERAL REQUIREMENTS REVISED JUNE 2011, RESOLUTION 01-11-104
GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08

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

1.0 GENERAL REQUIREMENTS

See Standard Section 1: General Requirements

2.0 APPLICATIONS

2.1 Exhaust fans may be located on flat, sloped, or gabled ends of roofs, regardless of roofing material provided proper sealant methods are applied.

2.2 Units installed on sloping roofs and gable ends must be painted a color to match ~~harmoniously with~~ the building.

2.3 All roofing work to accommodate fans shall conform to ~~all building codes~~ the International Building Code and standard drawings.

2.4 All electrical work shall conform to the latest edition of the N.E.C.

~~2.5 Exhaust fan units must be installed per standard plan drawings.~~

2.5 Units may be installed in an attic space provided it is directly above the Member's ~~manor~~ unit only.

3.0 UNIT SIZES

- 3.1 No exhaust-fan unit on flat roofs shall not project less than 6" or but no more than 12" above the roof surface.
- 3.2 No exhaust-fan unit or cover shall exceed 24" square.
- 3.3 No exhaust risers shall be within 12" of a ridge, vent stack or vertical member.

4.0 UNIT TYPES

- 4.1 Wind-driven turbine units and plastic units ~~will not be acceptable~~ are not permitted.
- 4.2 Fan units may operate on a thermostat or manual switch. ~~C.F.M. capacity optional.~~
- 4.3 Where desired, fans may be optional, although vents must be as outlined in all sections above. Fans may be installed behind an existing vent provided existing vent is not altered in any way.



STAFF REPORT

DATE: July 10, 2018
FOR: Board of Directors
SUBJECT: Unauthorized Alteration Fee

RECOMMENDATION

Approve the Unauthorized Alteration Fee.

BACKGROUND

On June 21, 2018, the Architectural Controls and Standards Committee (ACSC) reviewed this report and Resolution. The ACSC voted to recommend the item for approval by the Board.

On December 12, 2017, the Board passed Resolution 01-17-149, which adjusted the processing fees for Mutual Consents based on actual staff costs. Since that time, the Mutual has experienced an increase in alteration work being performed without proper Mutual Consents.

DISCUSSION

At the direction of the Board, the Alterations Division has worked closely with Security and Compliance Staff to enforce Mutual Rules and Regulations regarding alterations and construction activity. As a result of these efforts, Staff has seen an increase in requests for Mutual Consents for work that has been started or completed without prior authorization.

When unauthorized work is discovered, an Alterations Inspector is dispatched to the unit and investigates the circumstances. A Stop Work Notice is issued, complete documentation is performed, and a ticket is entered into the system for the Compliance Division follow-up to begin the hearing process. The Alterations Inspector returns to the unit within five days to ensure that the work has stopped.

After the Alterations Inspector completes the initial investigation and documentation, Compliance is notified. Compliance staff performs a follow up investigation, and if evidence of a violation is found, a notice is sent to the offending party describing the allegations and the disciplinary action that may ensue if not corrected. The matter is scheduled for a disciplinary hearing with the Board of Directors to determine if member-discipline is merited. Payment of the Unauthorized Alteration processing fee does not preclude the Member from disciplinary action by the Board.

Compliance staff compiles the necessary documentation for a report to the Executive Hearing Committee. The Alterations Inspector returns to the unit within the following week to ensure that work has stopped.

On December 12, 2017, the Board passed Resolution 01-17-149, which adjusted the processing fees for Mutual Consents. The new fees were based on the administrative costs to process the documentation required for Mutual Consents. Due to the extended processes and additional staff involvement, processing unauthorized alterations adds significant additional administrative costs that were not included in the Resolution.

Civil Code §5600(b) states that the Mutual may charge fees to defray the costs for administering a service. The Compliance Division estimates that an average of five hours of staff time is spent processing each case; the Alterations Division estimates an average of three hours for of staff time for each incident. Based on actual administrative costs incurred, Staff proposes to charge an additional Unauthorized Alteration Fee of \$300 for processing unauthorized alterations.

FINANCIAL ANALYSIS

Additional fee revenue will offset existing administrative costs in operations, as outlined above.

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

Reviewed By: Eve Morton, Alterations Coordinator

ATTACHMENT(S)

Attachment 1: Proposed Resolution 01-18-XX Unauthorized Alteration Fee

RESOLUTION 01-18-XX

Unauthorized Alteration Fee

WHEREAS, the Mutual has seen an increase in unauthorized alterations; and,

WHEREAS, significant staff time is necessary to investigate, document and process unauthorized alteration incidents.

NOW THEREFORE BE IT RESOLVED, July 10, 2018, that the Board of Directors hereby introduces the Unauthorized Alteration Fee;

RESOLVED FURTHER, effective September 1, 2018, the administrative fee for processing Mutual Consents after-the-fact will be \$300;

RESOLVED FURTHER, the fee shall be in addition to Board approved Mutual Consent processing fees;

RESOLVED FURTHER, payment of the Unauthorized Alteration Fee does not preclude the Member from disciplinary action by the Board;

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.

July 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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Financial Report

As of May 31, 2018



INCOME STATEMENT

ACTUAL

(in Thousands)

TOTAL REVENUE

\$16,918

TOTAL EXPENSE

16,347

Revenue over Expense

\$571

Financial Report

As of May 31, 2018



Through May, United was better than budget by \$678K primarily due to timing of Expenditures:

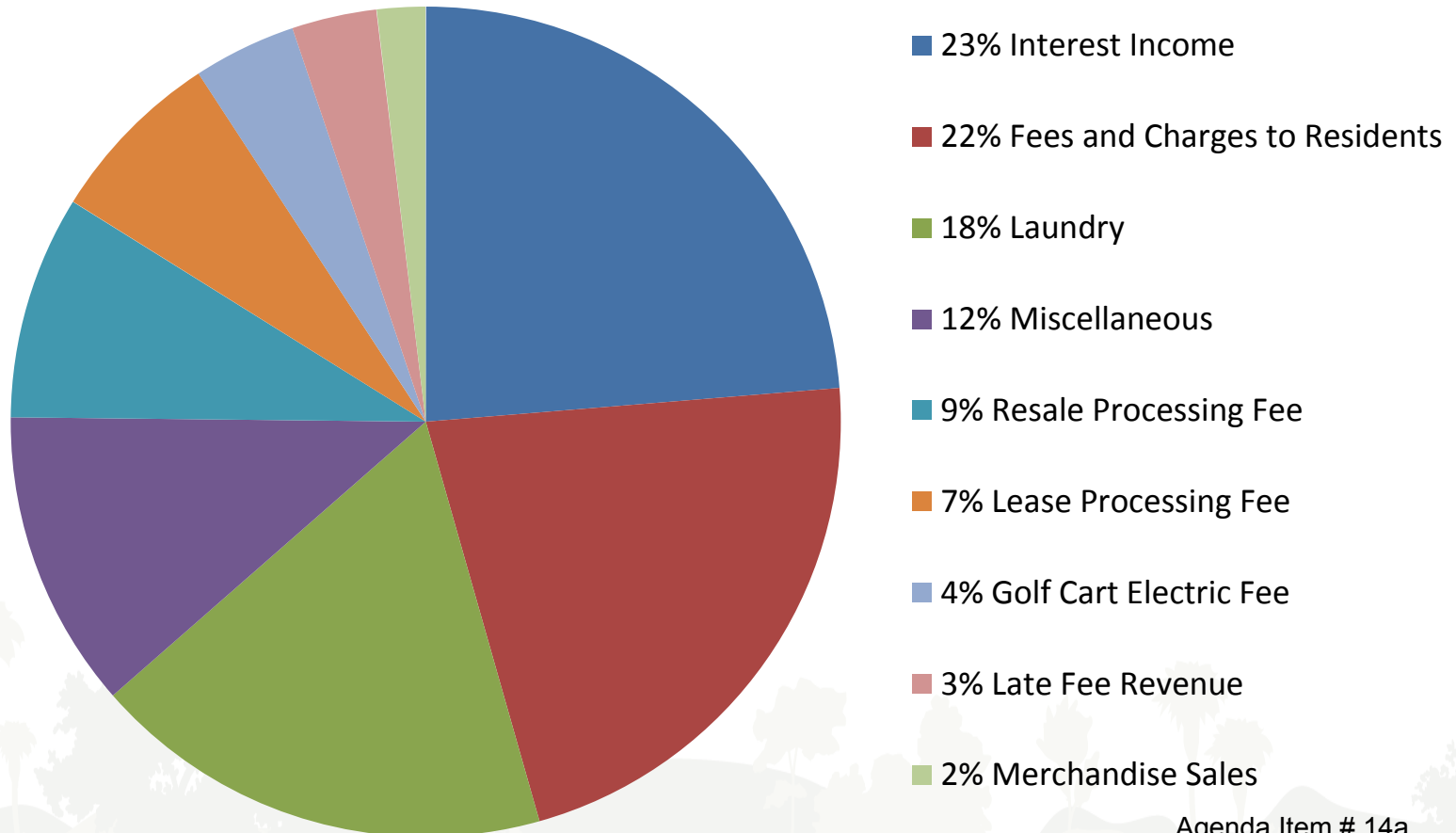
- **Employee Compensation**; savings due to vacant positions in maintenance; actively recruiting.
- **Materials & Supplies**; more cost effective product selected for water heater replacements.
- **Building Structures**; design work in progress for Castilla and La Corona structure repairs.
- **Landscape 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 May 31, 2018



Total Non Assessment Revenues \$609,324



Agenda Item # 14a

Page 3 of 5

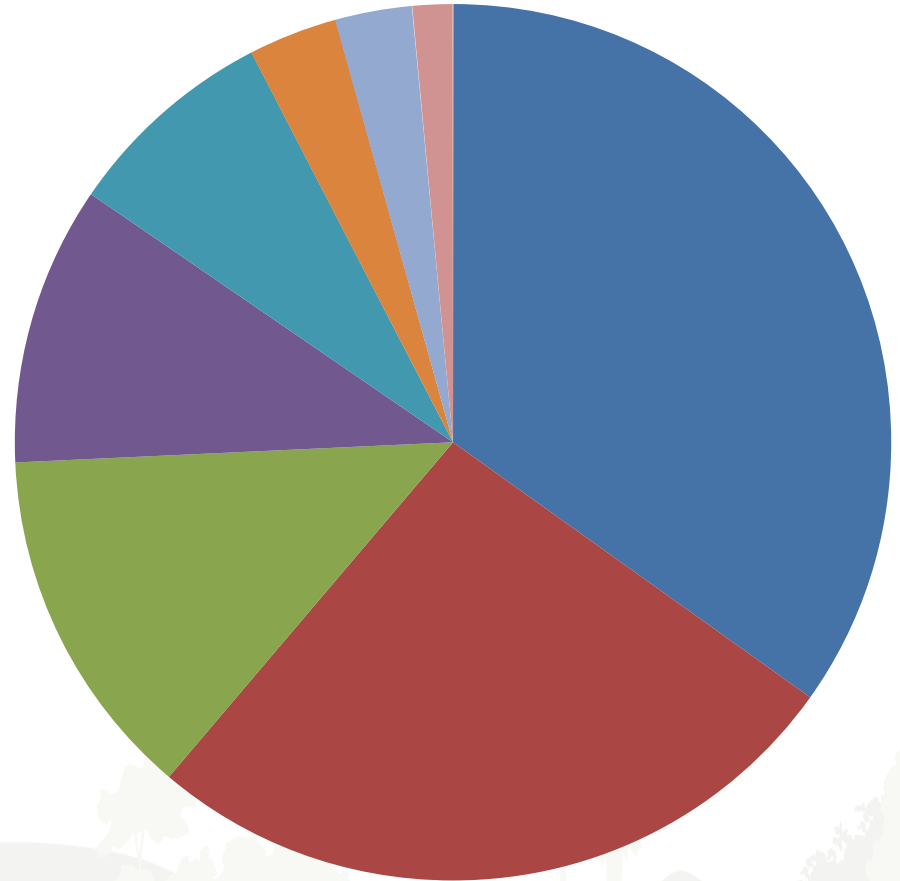
Financial Report

As of May 31, 2018



Total Expenses \$16,347,285

- 36% Employee Compensation & Related
- 26% Property and Sales Tax
- 13% Outside Services
- 10% Utilities and Telephones
- 8% Material and Supplies
- 3% Insurance
- 3% Net Allocations to Mutuals
- 1% Other



Agenda Item # 14a
Page 4 of 5

Financial Report

As of May 31, 2018



NON OPERATING FUND BALANCES

ACTUAL

(in Thousands)

BEGINNING BALANCES: 1/1/18

\$22,433

Contributions & Interest

5,112

Expenditures

(4,127)

Current Balances: 5/31/18

\$23,418

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Monthly Resale Report

PREPARED BY

MUTUAL

REPORT PERIOD

Community Services Department

United

June, 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	31	60	\$8,735,000	\$15,888,800	\$281,774	\$264,813
June	37	40	\$11,021,400	\$10,744,150	\$297,876	\$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	182.00	254.00	\$51,811,240	\$63,872,009		
MON AVG	30.00	42.00	\$8,635,207	\$10,645,335	\$283,792	\$250,242
% CHANGE - YTD	-28.3%		-18.9%		13.4%	

% Change calculated (ThisYear - LastYear)/LastYear

* Amount is excluded from percent calculation

Monthly Resale Report

PREPARED BY

Community Services Department

MUTUAL

All Mutuals

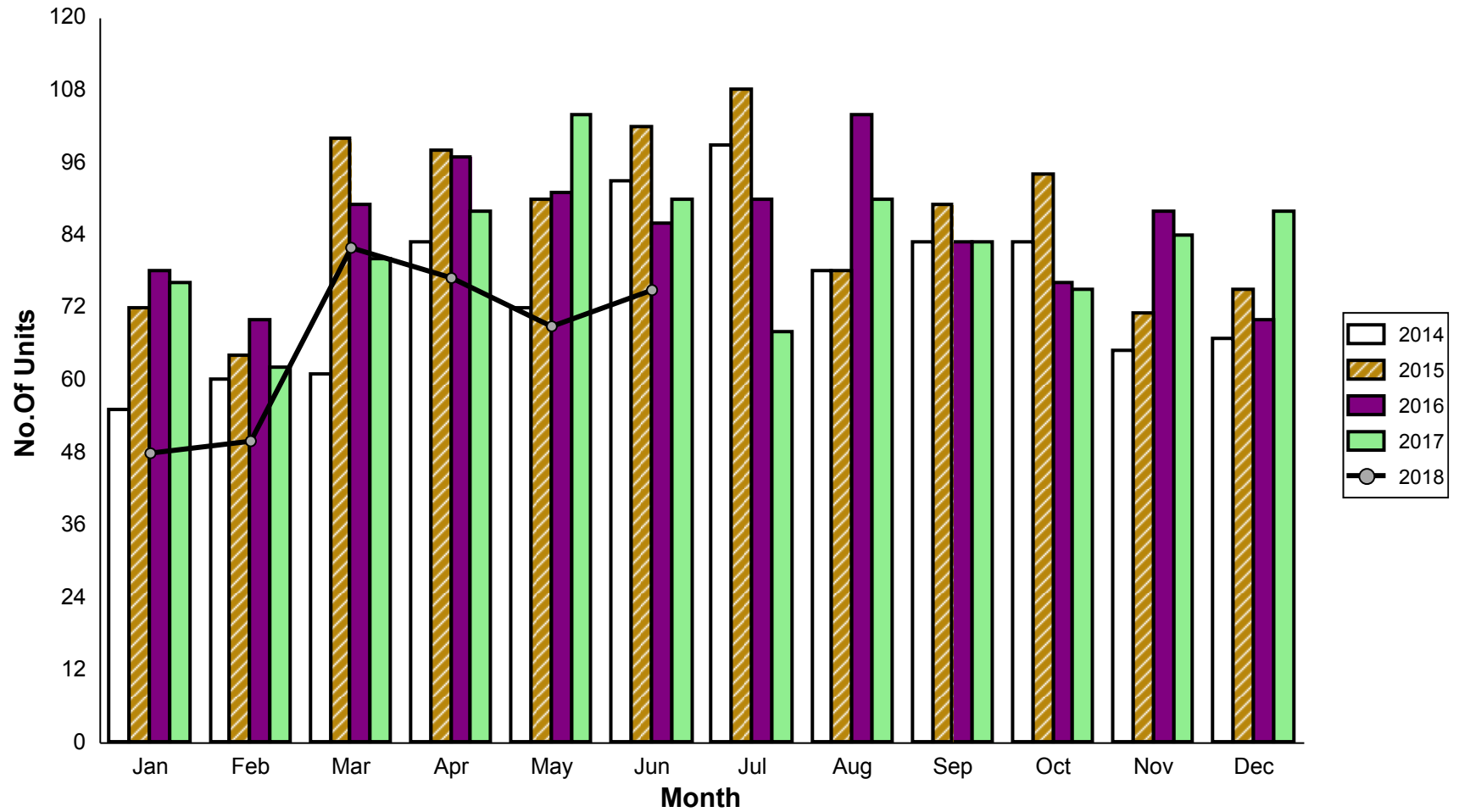
REPORT PERIOD

June, 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	69	105	\$24,187,990	\$34,046,751	\$350,551	\$327,373
June	75	90	\$27,815,038	\$31,945,600	\$381,028	\$354,951
July		*		\$21,413,120		\$314,899
August		*		\$29,277,556		\$325,306
September		*		\$25,481,938		\$310,755
October		*		\$26,703,200		\$356,043
November		*		\$29,641,100		\$344,664
December		*		\$31,413,715		\$356,974
TOTAL	401.00	502.00	\$141,244,735	\$161,664,922		
MON AVG	66.00	83.00	\$23,540,789	\$26,944,154	\$356,297	\$320,460

* Amount is excluded from percent calculation

Resales - 5 Year Comparison



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Resales Report

United Laguna Woods Mutual

June, 2018

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
06/11/2018	4-D	1	\$298,400	Madrid	Cobalt Real Estate	Laguna Premier Realty, Inc	Granite Escrow
06/05/2018	25-G	1	\$205,000	Majorca	Keller Williams Real Estate	@VANTAGE real estate	Granite Escrow
06/27/2018	65-G	1	\$295,000	Granada	Purplebricks Realty, Inc.	Keller Williams Real Estate	Granite Escrow
06/29/2018	119-B	1	\$283,500	Majorca	Century 21 Rainbow Realty	Village Real Estate	Homestead Escrow
06/12/2018	125-E	1	\$320,500	Granada	Century 21 Rainbow	Purplebricks Realty, Inc.	Homestead Escrow
06/20/2018	126-T	1	\$274,000	Casa Blanca	Mark Carlson, Broker	Laguna Premier Realty, Inc	Granite Escrow
06/12/2018	175-B	1	\$180,000	Cadiz	Village Real Estate	Brooke Realty	Homestead Escrow
06/20/2018	184-C	1	\$170,500	Cadiz	HomeSmart Evergreen	Olivo Real Estate	Granite Escrow
06/18/2018	236-C	1	\$255,000	Seville	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Pacific Closing Services
06/29/2018	259-C	1	\$410,000	Seville	Laguna Premier Realty, Inc	Century 21 Rainbow Realty	Granite Escrow
06/26/2018	272-D	1	\$210,000	Majorca	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Pacific Closing Services
06/06/2018	285-B	1	\$229,000	San Sebastian	Keller Williams Real Estate	HomeSmart Evergreen	Homestead Escrow
06/15/2018	297-B	1	\$258,000	La Corona	Laguna Premier Realty, Inc	LIFETIME REALTY GROUP	Granite Escrow
06/29/2018	386-A	1	\$459,000	Granada	HomeSmart Evergreen	HomeSmart Evergreen	Escrow Options Group
06/01/2018	390-C	1	\$220,000	Majorca	Century 21 Rainbow	Keller Williams Real Estate	Homestead Escrow
06/12/2018	406-B	1	\$287,000	Valencia	Century 21 Rainbow Realty	Regency Real Estate	Granite Escrow
06/07/2018	414-C	1	\$450,000	San Sebastian	HomeSmart Evergreen	ReMax Premier Realty	Escrow Options Group
06/22/2018	438-D	1	\$380,000	Cordoba	Century 21 Rainbow	Century 21 Rainbow	Homestead Escrow
06/06/2018	473-C	1	\$365,000	Valencia	Marshall Yagan Broker	Century 21 Rainbow Realty	Granite Escrow
06/01/2018	550-C	1	\$405,000	Granada	Prea Realty	HomeSmart Evergreen	Homestead Escrow
06/25/2018	551-B	1	\$257,000	Granada	Laguna Premier Realty, Inc	Century 21 Rainbow	Granite Escrow
06/22/2018	591-C	1	\$185,000	Cadiz	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Granite Escrow
06/13/2018	700-D	1	\$225,000	Majorca	Laguna Woods Village Realty	Laguna Woods Village Realty	Escrow Point

Resales Report

United Laguna Woods Mutual

June, 2018

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
06/20/2018	742-C	1	\$439,500	Madrid	Olivo Real Estate	Century 21 Rainbow Realty	Granite Escrow
06/18/2018	778-B	1	\$235,000	La Corona	Main Street Realtors	Century 21 Rainbow	Granite Escrow
06/21/2018	864-D	1	\$240,000	Casa Contenta	Laguna Premier Realty, Inc	Home Smart Evergreen	Granite Escrow
06/04/2018	901-O	1	\$418,000	Casa Linda	HomeSmart Evergreen	HomeSmart Evergreen	Escrow Options Group
06/27/2018	936-A	1	\$369,000	Seville	Laguna Premier Realty, Inc	Douglas Elliman of California, Inc	Pacific Closing Services
06/14/2018	2029-B	1	\$423,000	Valencia	Surterre Properties, Inc.	Realty One Group	The Escrow Source
06/27/2018	2039-B	1	\$240,000	San Sebastian	Laguna Premier Realty, Inc	Realty One Group	Pacific Closing Services
06/11/2018	2045-O	1	\$322,500	Casa Linda	Realty One Group	Century 21 Award	Homestead Escrow
06/05/2018	2077-B	1	\$402,500	Seville	The Uhrik Group	Century 21 Rainbow Realty	Homestead Escrow
06/12/2018	2122-D	1	\$215,000	Casa Contenta	Tarbell Realtors	Century 21 Award	Granite Escrow
06/14/2018	2141-D	1	\$210,000	Casa Contenta	Century 21 Rainbow	Century 21 Rainbow	Granite Escrow
06/13/2018	2148-C	1	\$490,000	Cordoba	Surterre Properties, Inc.	Del Mar Realty and Investments	Granite Escrow
06/05/2018	2191-B	1	\$245,000	Casa Linda	Keller Williams Real Estate	Century 21 Rainbow	Homestead Escrow
06/08/2018	2213-B	1	\$150,000	Coronado	Uniti Realty	Laguna Premier Realty, Inc	Pacific Closing Services

Number of Resales: 37

Total Resale Price: \$11,021,400

Average Resale Price: \$297,876

Median Resale Price: \$274,000



MONTHLY LEASING REPORT

Report Period:
June-2018

MONTH	LEASES IN EFFECT				Total this year	Total last year	Total Expirations	New Monthly Transactions		
	3 Months	6 Months	12 Months	Renewed				Leases	Renewals	Extensions
January	32	45	391	32	500	519	47	26	25	0
February	35	46	404	35	520	514	24	25	31	1
March	19	39	416	32	506	518	53	35	27	2
August	10	25	405	38	478	479	73	17	22	2
May	18	27	411	35	491	490	48	34	24	1
June	25	32	419	36	512	492	52	39	46	5
July					0	503				
August					0	497				
September					0	479				
October					0	477				
November					0	471				
December					0	485				
Monthly Average	23.2	35.7	407.7	34.7	501.2	Jan-Jun 502.0	49.5	29.3	29.2	1.8
Percentage Leased	512 / 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, June 21, 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, Pat English

DIRECTORS PRESENT: Carl Randazzo, Juanita Skillman

COMMITTEE MEMBERS ABSENT: Advisor Kay Anderson

ADVISORS PRESENT: Walt Ridley, Ken Deppe, Mike Mehrair

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 Morrison seconded. The Committee was in unanimous support.

4. Approval of the Report for May 17, 2018

Director English stated she should be added to the "Committee Members Present" section since she was in attendance. Director Morrison made a motion to approve the report, with that correction. Director English seconded. The Committee was in unanimous support.

5. Committee Chair Remarks

Ms. Dorrell is pleased about the new Ceilings and Soffits Policy. She also thanked Staff for their work.

6. Member Comments

None.

7. Department Head Update

None.

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. 44-H (Barcelona, 10B) Window to Door in Kitchen

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

9. 607-A (Valencia, 9) Window/Door Modifications, Bathroom Split and Vaulted Ceiling

The committee elected to vote on each item of the variance request individually.

1) **Install New Front Window in Living Room by Entry Door:** Director Achrekar moved to accept Staff's recommendation and approve this item. Director Morrison seconded. The Committee was in unanimous support.

2) **Install New Side Window in Living Room by Existing Living Room Window:** Director Morrison moved to accept the resident request and approve this item. Director Achrekar seconded. The Committee vote was 3-2 in favor of approving this item. Director Dorrell and Director English were opposed.

3) **Install Window In Master Bedroom:** Director English moved to accept Staff's recommendation and approve this item. Director Achrekar seconded. The Committee was in unanimous support.

4) **Replace Kitchen Window With Door:** Director Morrison moved to accept Staff's recommendation and approve this item. Director Tibbets seconded. The Committee was in unanimous support.

5) **Bathroom Split:** Director English moved to accept Staff's recommendation to approve this item and to instruct Staff to make this type of bathroom split into a Standard. Director Morrison seconded. The Committee was in unanimous support.

- 6) **Replace Existing Ceiling with Vaulted Ceiling in Dining Room and Hallway to Match Living Room:** Director English moved to accept Staff's recommendation and deny this item. Director Achrekar seconded. The Committee vote was 3 to 1 in favor of the motion. Director Morrison had the dissenting vote.

10.956-G (Coronado, PP08) Patio Enclosure and Trellis

The Committee requested the roof must have a quarter inch pitch.

Director Morrison moved to accept Staff's recommendation and approve this request, with the additional Condition. Director Achrekar seconded. The Committee was in unanimous support.

11.Re-Review Architectural Standard 11: Doors; Exterior

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

12.Review Architectural Standard 13: Lifts

Director English moved to accept staff's recommendations. Director Tibbets seconded. The Committee was in unanimous support.

13.Review Architectural Standard 14: Exhaust Fans

Director Achrekar moved to accept staff's recommendations. Director Morrison seconded. The Committee was in unanimous support.

Reports:

14.Review and Discuss an Unauthorized Alteration Fee

Mr. Wiemann discussed the reasoning the proposed fee. He explained this is not punitive in nature. It is a fee to cover staff time for both Alterations and Compliance involved in the process of stopping unpermitted work, starting the Compliance process etc.

Discussion ensued.

Director Achrekar made motion to accept Staff's recommendation. Director Morrison seconded. The Committee was in unanimous support.

15.Review and Discuss Updated Damage Restoration Policy

Mr. Wiemann reviewed the clarifications made to this policy per the Committee's request.

Items for Future Agendas

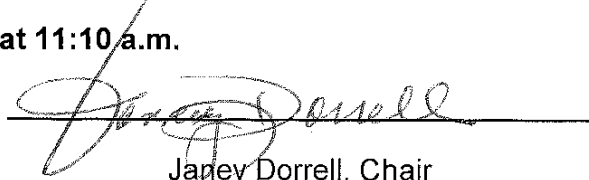
Concluding Business:

Committee Member Comments

Several comments were made.

16. Date of Next Meeting - July 19, 2018

17. Adjournment at 11:10 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, June 27, 2018 – 1:30 PM
Laguna Woods Village Community Center, Sycamore Room
24351 El Toro Road, Laguna Woods, CA 92637

MEMBERS PRESENT: Juanita Skillman – Chair; Gary Morrison, Carl Randazzo, Cash Achrekar, Maggie Blackwell and Advisors Bevan Strom and Mary Stone

MEMBERS ABSENT:

OTHERS PRESENT: Director Janey Dorrell, Sherri Davis, Barbara Howard, VMS Director Dick Rader, **woman sitting next to Dick?**

STAFF PRESENT: Siobhan Foster, Francis Rangel, 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 Achrekar made a motion to approve the agenda. Director Randazzo seconded. There were no objections.

4. Approval of Report from the May 30, 2018, meeting

Staff was asked to capitalize the “m” in the word “member” where appropriate. Director Randazzo moved to approve the report with this correction. Director Morrison seconded. There were no objections.

5. Chair's Remarks

Chair Skillman stated that the committee will be reviewing the final draft of the Trust Amendment to note the changes which were made by the Mutual attorneys. The committee reviewed the Trust Amendment and Chair Skillman stated that it will be presented for approval in the July United Open Board meeting .

Chair Skillman presented some ideas which resident Sherri Davis provided regarding financial help for people who live in the Village; providing help in a less formal way then going through the Foundation of Laguna Woods Village. Chair Skillman explained that currently the Foundation of Laguna Woods Village provides much help to residents in need. She thanked Sherri for her ideas and suggested she meet with Foundation President Marcy Sheinwold to learn more about the services the Foundation provides to residents.

The committee discussed increasing awareness of the Foundation and what it offers to residents.

6. Member Comments (Items not on the agenda)

Several Member comments were made.

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. Discuss and Review How Harassment, Nuisance, and Clutter are Defined in the Village and in the Law

A Member discussed the problem regarding Members who have hard wood floors and live above other Members. She is dealing with this problem. Chair Skillman explained that she should report this problem to Compliance and if the floors were not permitted or were installed after 2010, a Member can be asked to remove the flooring. The resident suggested requiring people who live on upper levels to remove hard wood flooring when they sell their unit.

The committee reviewed and discussed reports on harassment, nuisance, and clutter from both Ms. Rangel in Compliance and from United Attorney, Jeff Beaumont.

The committee suggested Security is given more education as to what the compliance issues are so they may report those issues when they see them.

The committee discussed the need for monthly inspections of the Village by each department to see if there are any rule violations. Advisor Stone stated that the VMS Management Agreement does state that a physical duty is a monthly, or agreed upon schedule, to inspect the Village and make recommendations to the United Board.

There was a recommendation to mobilize the dog walkers and teach them what to look for and how to report rule violations.

Discussion regarding whether during the three-year inspections, perhaps health and safety issues could be reported as part of the inspection.

The committee asked Ms. Rangel to provide the following for the next meeting:

- Define clutter and to delete term “unaesthetically pleasing” in the definition provided by Mr. Beaumont and update the Clutter Policy
- Update the Village Harassment Policy by including the HUD Final Rule, Civil Code 527 and federal regulations
- Update the Nuisance Policy

The committee also asked Ms. Rangel to provide the following:

- Disseminate to Members on what is considered to be harassment, clutter, and nuisance by providing an article for the Breeze on each topic
- Disseminate to Members information from Ms. Rangel’s report on what help is available when there are neighbor to neighbor disputes
- Provide Members examples of what is deemed a nuisance using the information provided in Mr. Beaumont’s report and Ms. Rangel’s updated policy.

Chair Skillman commented on the wonderful work of the Compliance Department.

Concluding Business:

9. Committee Member Comments

Several comments were made.

10. Future Agenda Items

11. Date of next meeting - July 25, 2018 at 1:30 p.m.

12. Adjournment at 4:05 p.m.

DRAFT

Juanita Skillman, Chair

OPEN MEETING

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

Thursday, June 14, 2018 – 9 a.m.

Laguna Woods Village Community Center Board Room – 24351 El Toro Road

MEMBERS PRESENT: Maggie Blackwell – Chair, Manuel Armendariz, Janey Dorrell, Annie Zipkin (Advisor), Catherine Brians (Advisor)

MEMBERS ABSENT: None

OTHER DIRECTORS: Juanita Skillman, Carl Randazzo

STAFF PRESENT: Bruce Hartley, Larry Hernandez, Bob Merget, Leslie Cameron, Kelli Newton

1. Call to Order

Chair Blackwell called the meeting to order at 9 a.m.

2. Acknowledgement of Media

No media was present.

3. Approval of the Agenda

The agenda was approved by consensus.

4. Approval of Meeting Report for April 25, 2018

The meeting report of April 25, 2018 was approved by consensus.

5. Chair's Remarks

Chair Blackwell welcomed the new advisors Catherine Brians and Annie Zipkin. Chair Blackwell spoke about concerns on pets and pesticide issues

6. Member Comments (Items Not on the Agenda)

- James Bain (751-D) gave the Committee a petition for more trees and higher wall along Moulton to reduce traffic noise.
- Barbara Cedar (132-A) spoke against spraying pesticides for weed abatement.
- Irena Lawyer (811-Q) spoke on pesticides not safe for humans and pets.
- Carl Randazzo (831 A) suggested putting a moratorium on the use of spray pesticides until an investigation has been conducted on alternatives.

7. Response to Member Comments

Director Armendariz and Bruce Hartley responded to each member who spoke.

Mr. Hartley asked for direction from the committee in regards to any changes in pesticide use.

Chair Blackwell and Director Dorrell responded to the comments regarding pesticides.

Mr. Hernandez stated that pesticides are not sprayed over the entire turf as a blanket area.

Advisor Zipkin commented in favor of not using Round-up and stated that she uses salt and vinegar for her weeds.

Juanita Skillman- residents need to know alternatives before stopping all together. Staff to look into alternatives, costs and research.

Mr. Merget. United directed staff to do a study on alternatives. Put a list together of current use and alternatives and cost of herbicides/pesticides. Will have information prepared for next meeting.

8. Department Head Update

Bruce Hartley stated that staff will look at the alternatives and costs related to the elimination of pesticides. Budgets have been presented that include Committee requests for additional funding for increased turf maintenance. Staff continues to be challenged by vacancies; short 2 supervisors and 10-12 gardeners.

Consent:

9. Accelerated Tree Removal - 2073-A (Boudreau)

Chair Blackwell moved to approve the accelerated removal of the tree at 2073-A second by Director Armendariz and approved unanimously

Reports:

None

Items for Discussion and Consideration:

10. 2018 Landscape Revitalization Project Prioritization

Mr. Hartley gave an overview of the 2018 Landscape Revitalization Project Prioritization and asked the committee for their suggestions and approval to move forward.

Motion was made by Director Dorrell with second by Director Armendariz to move forward with the 2018 Landscape Revitalization Project Prioritization as presented, and passed unanimously.

11. Tree Management Policy

Mr. Hartley gave an overview of the Tree Management Policy and proposed policies in regard to the selective removal of pine trees and maintenance practices for trees affecting roof-top solar generating systems in United Mutual.

Advisor Catherine Brians spoke about concerns with private solar panels

Director Armendariz spoke about charging members for trimming required for private panels if it is performed off the regular trimming cycle.

Motion was made by Chair Blackwell to allow removal of selected pine trees only after committee approval, second by Director Dorrell, and passed unanimously.

Motion was made by Director Armendariz to allow crown reducing or removal of Mutual trees related to solar panels and to charge members for trimming required for private panels if it is performed off the regular trimming cycle. Second by Director Dorrell; and passed unanimously.

12. Tree Removal Request

a) 251-B Calle Aragon (Pitts) -

Constance Gould (251-F) spoke supporting the removal request.

The Committee voted unanimously to deny the request for removal, citing the minor impact of the debris as not being sufficient for removal.

b) 26-D Avenida Castilla (Han) No speakers.

The Committee voted unanimously to deny the request for removal and directed staff to trim on schedule citing the lack of any damage to the structure or any previous history of sewer line problems.

c) 408-A Avenida Castilla (Theodore) No speakers.

The Committee unanimously approved the request for removal citing the poor condition of the tree and visible evidence of active wood decay.

d) 645-C Avenida Sevilla (Rodriguez) No speakers.

The Committee unanimously approved the request to trim the trees to reduce the shading of the private roof-top solar panels off-schedule at the expense of the member.

Items for Future Agendas:

Director Blackwell directed staff to conduct a Special Landscape Committee in July to discuss pesticide use and alternatives.

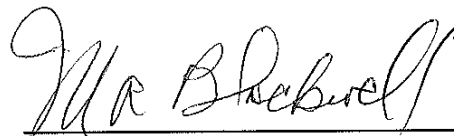
Concluding Business:

13. Committee Member Comments

14. Date of Next Meeting – August 9, 2018

15. Adjournment

Meeting was adjourned at 10:02 a.m.



Maggie Blackwell, Chair
United Landscape Committee

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OPEN MEETING

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

**Wednesday, June 27, 2018 - 9:00 a.m.
Laguna Woods Village Community Center Board Room
24351 El Toro Road**

MEMBERS PRESENT: Don Tibbetts – Chair, Janey Dorrell, Pat English,
Gary Morrison, Carl Randazzo

MEMBERS ABSENT: Advisor Del Ng, Jack Bassler

ADVISORS PRESENT: None

STAFF PRESENT: Ernesto Munoz – Staff Officer, Laurie Chavarria

1. Call to Order

Chair Tibbetts called the meeting to order at 9:02 a.m.

2. Acknowledgement of Media

Chair Tibbetts noted no members of the media were present.

3. Approval of the Agenda

The agenda was approved as written

4. Approval of Meeting Report for April 25, 2018

The Meeting Report for April 25, 2018 was approved as written.

5. Chairman's Remarks

Chair Tibbetts had no remarks.

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

- Carmen Frenkel (25-P): Commented on her request for handrails at Building 25.

- Kathryn Hungness (64-A): Commented on her request for a sloped walkway to her front door.
- Arthur Greenspan (25-A): Commented on the handrail request at Building 25.
- James Bain (751-D): Commented on the noise & air pollution near his manor due to a low wall. Mr. Bain submitted a petition for more trees and a higher wall.
- Bill O'Dowd (761-B): Commented on priorities for Shepherd's Crook locations.
- Gloria Greenspan (25-A) Commented on the handrail request at Building 25.

7. Department Head Update

Ernesto Munoz introduced the South Coast Water District and summarized the improvements that need to be made. SCWD presented a PowerPoint slideshow and discussed the upcoming project and how it would affect United Mutual residents at Building 911.

Ernesto Munoz provided an update on the Handyman Program, Floodbuzz Leak Alarm System, Entry Door Paint Failure and Wasteline Remediation.

Discussion ensued regarding Floodbuzz costs for material and labor and the possibility of adding funding to the 2019 budget if this product is approved.

Consent:

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

8. Project Log
9. Maintenance Programs Reports
10. Expenditures Report & Variance Explanations
11. Toilet Replacement Report

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

Reports:

12. GFCI Outlet & Switch Covers (oral discussion)

Ernesto Munoz provided an update on the color of the outlets and switch covers stocked by the Mutual

By consensus, staff was directed to stock switch covers, and standard electrical outlets in white, however, GFCI outlets will be installed at the residents expense.

Items for Future Agendas:

- Appliance Repair Cost Review for Staff vs. Vendor
- Copper Pipe Supply Line Leak Report (August, and December 2018)

Concluding Business:

Committee Member Comments

- Director Morrison commented on the policy to provide replacement refrigerators for residents who have warranty repairs pending.
- Director English commented on having the M&C Committee meeting televised or recorded.

Date of Next Meeting – August 22, 2018

Adjournment

The meeting was adjourned at 10:14 a.m.

DRAFT

Don Tibbetts, Chair